

Special Meeting
Monday, August 5, 2024 5:30 PM

GISD Administrative Board Room
1615 St Lawrence St.
P O Box 157
Gonzales, Texas 78629

Agenda

1. Call to Order
Presenter: Board President
 - 1.A. Roll Call
Presenter: Board President
 - 1.B. Invocation: Gloria Torres
 - 1.C. Pledge: Naomi Brown
 - 1.D. Mission Statement: D'Anna Robinson
2. Public Comments
3. Reports
 - 3.A. Apache Stadium Renovation Project
4. Action
 - 4.A. Discuss and Consider Action to Adopt Davis-Bacon Prevailing Wage Rates
 - 4.B. Discuss and Consider Action to Select the Delivery Method for Construction Services for the Apache Stadium Ramps and Sidewalk Renovation Project
5. Adjourn to Closed session: Under Texas Government Code Chapter 551, The board will recess this open session and convene in a closed meeting to discuss items on the agenda. The board may conveniently meet in such a closed or executive session or meeting, concerning any and all subjects and for any and all purposes permitted by Texas government code chapter 551:
 - 5.A. Personnel Matters
6. Reconvene to Open Meeting: The Board will take appropriate action on items, if necessary, as discussed in Closed Session
7. Adjourn



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Gloria Torres

Naomi Brown

GISD School Board Agenda Information Sheet
August 5, 2024

REPORT ITEM

SUBJECT: Apache Stadium Renovation Project

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Gene Kridler, Executive Director of Operations; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: The administration will provide an update on the projects underway at Apache Stadium:

1. The grass upgrades;
2. The press box;
3. The ADA ramps and sidewalks; and
4. The parking lot(s).
 - a. The district has an opportunity to collaborate with the County of Gonzales and City of Gonzales to perform upgrades to the parking lot(s) at Apache Stadium.

SUPERINTENDENT'S RECOMMENDATION: n/a

SAMPLE MOTION: n/a



LEARNING TODAY,
LEADING TOMORROW

**INTERLOCAL AGREEMENT AMONG
THE CITY OF GONZALES, TEXAS; GONZALES COUNTY, TEXAS; AND THE
GONZALES INDEPENDENT SCHOOL DISTRICT REGARDING PARKING LOT
IMPROVEMENTS AT THE FOOTBALL STADIUM**

This AGREEMENT is hereby made and entered into by and between **THE CITY OF GONZALES, TEXAS** (hereinafter referred to as “City”), a home rule municipality, acting by and through its Mayor, the **GONZALES INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as “District”), acting by and through its Superintendent, and **GONZALES COUNTY, TEXAS** (hereinafter “County”), acting by and through its County Judge, all jointly referred to as “Parties,” hereto duly authorized, pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code to enter into this interlocal Agreement (hereinafter “Agreement”).

RECITALS

WHEREAS, it is the mission of the District to design meaningful learning experiences that inspire students to make an impact beyond themselves and the goal of the District to promote public education and foster community for the benefit of its students;

WHEREAS, it is the goal of the City to insure the health, safety, and welfare of its citizens, including those served by the District, as embodied in the numerous codes and regulations controlling land use, site development regulations, and construction activities within the City;

WHEREAS, it is the goal of the County to provide needed services to the community and enhance the lives of its citizens;

WHEREAS, the City owns a parcel of land located at 1602 N. St. Joseph St., Gonzales, Texas 78629 (the “Property”), which it leases almost no cost to the District for public and school purposes. The City land currently houses the District’s football stadium, which is used by the District and enjoyed by the community. The current lease term is 99 years; and

WHEREAS, the Parties recognize and desire to cooperate in the renovation of a portion of the local football stadium of the Property, specifically by repaving the parking lot for the purposes of expediting the renovating process through cooperation and maximizing use of tax dollars for the benefit of all Parties, the students, and the citizens; and,

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, which encourages interlocal cooperation among governmental entities for the performance of governmental functions to enter into this Agreement.

NOW THEREFORE, the Parties hereto agree and, by execution hereof, are bound to the mutual obligations herein contained and to the performance and accomplishment of tasks hereinafter described:

I. PURPOSE

1.01 This Agreement is entered into by the City, County, and District for the purpose of designating procedures, processes, and fee structures which will streamline delivery of certain governmental functions and services in an efficient and cost-effective manner.

1.02 This Agreement shall apply to the paving project set out above.

II. SCOPE OF WORK

2.01 **General Description of Work:** The Project involves repaving the parking lot of the local football stadium, including but not limited to, removal of existing surfaces, possible grading, surface preparation, installation of new pavement, and related tasks (“Project”).

2.02 **Project Schedule:** The Parties agree to commence the Project no later than [REDACTED], 2024, and aim to complete the Project by [REDACTED], 2024, subject to weather conditions and other unforeseen circumstances.

III. TERM

3.01 The term of this AGREEMENT shall be for a period of two (2) years beginning [REDACTED], and ending [REDACTED].

3.02 This Agreement shall terminate in the event a Party, through its governing body, fails to appropriate sufficient funding to meet its obligations under this Agreement. Sums paid under this Agreement, if any, shall be paid only from current revenues available to the paying/providing party.

IV. RESPONSIBILITIES OF THE PARTIES FOR THE PROJECT

4.01 **Gonzales County, Texas:**

- a. Provide a list of materials to the District so that the District can procure the required materials for the project by [date].
- b. Provide any required permitting at no cost to the Parties.
- c. Procure and provide all required labor/personnel and equipment needed for the project at no cost to the City or District, and ensuring that all labor/personnel and equipment was procured pursuant to all legal requirements.
- d. Ensure that the parking lot meets the following requirements under the Americans with Disabilities Act, as amended, and any of its implementing regulations (“ADA”): striping including that the number of accessible parking spaces and minimum number of van-accessible parking spaces for the total number of parking spaces is compliant with the ADA (including appropriate spacing), and that an accessible route will be provided from the accessible parking to the accessible entrance [including that an accessible route never has curbs or stairs, must be at least 3 feet wide, and has a firm, stable, slip-resistant surface. The slope along the accessible route should not be greater

than 1:12 in the direction of travel.] *(District will consult with a design professional regarding these requirements and provide input.)*

- e. Assist with public communication and community engagement.

4.02 **Gonzales Independent School District:**

- a. Consult with a design professional regarding the project and confirm through a certification letter from a certified architect or engineer licensed in the State of Texas that the Project does not require the preparation of plans and specifications under Chapter 1001 or 1051, Texas Occupations Code.
- b. Consult with a design professional to ensure the following parking lot meets the following requirements under the Americans with Disabilities Act, as amended, and any of its implementing regulations (“ADA”): striping including that the number of accessible parking spaces and minimum number of van-accessible parking spaces for the total number of parking spaces is compliant with the ADA (including appropriate spacing), and that an accessible route will be provided from the accessible parking to the accessible entrance [including that an accessible route never has curbs or stairs, must be at least 3 feet wide, and has a firm, stable, slip-resistant surface. The slope along the accessible route should not be greater than 1:12 in the direction of travel.]
- c. Within thirty (30) days of receiving the list of materials from the County, procure the necessary materials for the Project.
- d. Provide access to the stadium and parking lot.
- e. Procure and provide all materials for the project for the County’s contractors to use on the Project, at no cost to the County, and ensure that all materials are procured pursuant to all legal requirements.
- f. Pay for all materials for the project, which shall be reimbursed by the County in the amount of [redacted] percent ([redacted]%) of the total costs incurred by the District.
- g. Assist with public communication and community engagement.

4.03 **City of Gonzales Texas:**

- a. Reimburse the District for [redacted] percent ([redacted]%) of the total costs of materials incurred by the District for the Project. Such reimbursement shall be made no later than thirty (30) days of receipt of an itemized invoice from the District. The City may make a one lump sum payment or in monthly installments as the District receives and provides invoices for the materials.
- b. Coordinate with the District regarding any authorizations or execution of documents required for the Project, as the owner of the Property.
- c. Provide any required permits, including building and occupancy permits, at no cost to the Parties.
- d. Provide access to the stadium and parking lot, including any temporary construction easements, etc., as may be needed to complete the Project.
- e. Enter into a lease renewal agreement to the current lease agreement for the property to extend the lease for an additional [redacted] years. A copy of the proposed lease renewal agreement/amendment is attached hereto as **Exhibit A**.
- f. Assist with public communication and community engagement.

IV. FINANCIAL ARRANGEMENTS

4.01 **Budget:** The total estimated cost of the Project is \$ [redacted]. Each Party agrees to contribute its share of the costs/labor as outlined in Article III, above.

4.02 **Payments:** The City shall make its financial contributions to the District in accordance with the following payment schedule: [insert]

4.03 **Cost Overruns:** Any cost overruns related to design, labor/personnel, and/or equipment shall be borne by the County. Any cost overruns related to the materials shall be borne by the District and City in the percentage set out above unless otherwise agreed in writing by an authorized representative of the District and City with regard to materials.

V. ADMINISTRATION

5.01 **Project Manager:** The County shall appoint a Project Manager to oversee the Project and ensure compliance with this Agreement.

5.02 **Communication:** The Parties agree to maintain open and regular communication throughout the duration of the Project through the Designated Representatives as stated below.

5.03 **Meetings:** Designated representatives shall hold regular meetings to review progress, discuss issues, and discuss any recommended/necessary adjustments to the Project plan. The governing bodies of each of the Parties shall receive regular updates on the Project to review progress, address issues, and make necessary adjustments to the Project plan.

VI. LIAISONS AND NOTICES

6.01 **Designated Representatives and Communication.** Communications among the City, County, and District shall be directed to the designated representatives of each Party. Unless written notification to the contrary is received by the City and the County, the District's Superintendent, or designee, shall be its designated representative responsible for the management of this Agreement. Unless written notification to the contrary is received by the District and the County, the Mayor of the City, or designee, shall be the City's designated representative responsible for the management of this Agreement. Unless written notification to the contrary is received by the City and the District, the County Judge, or designee, shall be the County's designated representative responsible for the management of this Agreement.

6.02 **Notices and Communications.** For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered, or certified mail, postage prepaid, to the addresses set forth in Section VII. Notices. For purposes of project management that includes communications related to status reporting, preliminary plan review and permits shall be conducted between the designated representative, above, or designee. Email communications for purposes of project management shall be sufficient. Notice of change of address by any Party must be made in writing and delivered to the other Party last known address within five (5) business days of such change.

VII. NOTICES

a. Method. Any notice to be given under this Agreement is deemed to have been given if given in writing and delivered in person by registered or certified mail, postage prepaid, to the party who is to receive the notice at the addresses stated in 6.02. Such notice is deemed to have been given three (3) working days after the date it was delivered or mailed.

b. **TO DISTRICT:**

Dr. Elmer Avellaneda, Superintendent
Gonzales Independent School District
1615 St. Louis St. / P.O. Box 157
Gonzales, TX 78629

TO CITY:

Steven Sucher, Mayor
City of Gonzales, Texas
820 St. Joseph St.
Gonzales, TX 78629

TO COUNTY:

Hon. Patrick C. Davis, County Judge
Gonzales County Courthouse
414 St. Joseph St., Suite 200
Gonzales, TX 78629

VIII. LEGAL AUTHORITY

8.01 The Parties represent, warrant, assure and guarantee that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this Agreement and to perform the responsibilities herein set out.

IX. MISCELLANEOUS PROVISIONS

9.01 **Amendments.** Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment formally approved by the governing body of all Parties. It is understood and agreed by the Parties that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that the provisions of this Agreement shall prevail but only to the extent that they are not in conflict with federal and state law. If any changes to local rules, regulations, or laws mandate a change in the provisions contained in the Agreement, then the Parties shall negotiate, in good faith, and execute, an amendment to this Agreement within 90 days of the effective date of such change.

9.02 **Assignments.** No Party hereto shall transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder. This Agreement is not assignable in any respect. Any attempt at transfer, pledge or other assignment shall be void ab initio and shall confer no rights upon any third person.

9.03 **Severability.** If any portion of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

9.04 **Entire Agreement.** This Agreement constitutes the final and entire Agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the Parties.

9.05 **Binding Agreement.** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns, except as otherwise expressly provided herein.

9.06 **Law and Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in Gonzales County, Texas.

9.07 **Captions.** The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

9.08 **Multiple Originals.** This Agreement may be executed in multiple originals. The Parties agree that it is not necessary for each or every Party to execute the same physical document. This document may also be executed by electronic signature. The Agreement binds the City, the District, and the County upon execution of the Agreement by an authorized representative from each Party.

ACCEPTANCES: By their signatures below, the duly authorized representatives of the City, District, and County hereby enter into the Agreement.

*[Remainder of page intentionally left blank.
Signatures to follow on separate page.]*

DRAFT

CITY OF GONZALES, TEXAS

BY: Mr. Steven Sucher, Mayor, City of Gonzales

Date: _____

GONZALES INDEPENDENT SCHOOL DISTRICT

BY: Dr. Elmer Avellaneda, Superintendent, Gonzales ISD

Date: _____

GONZALES COUNTY, TEXAS:

BY: Honorable Patrick C. Davis, Gonzales County Judge, Gonzales County

Date: _____

EXHIBIT A

LEASE RENEWAL AGREEMENT

This Lease Renewal Agreement (the “Agreement”) is made and entered into as of the date of the last signature below by and between:

Landlord: City of Gonzales, Texas
820 St. Joseph St.
Gonzales, TX 78629

Tenant: Gonzales Independent School District
1615 St. Louis St. / P.O. Box 157
Gonzales, TX 78629

RECITALS

WHEREAS, Landlord and Tenant entered into a lease agreement dated [Original Lease Date] (the “Original Lease”), for the premises located at [Property Address] (the “Premises”), which is the site of a football stadium (the “Stadium”);

WHEREAS, the Original Lease is set to expire on [Original Lease Expiration Date];

WHEREAS, Landlord and Tenant desire to renew and extend the term of the Original Lease for an additional ninety-nine (99) years;

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

I. Extension of Lease Term.

The term of the Original Lease is hereby extended for an additional ninety-nine (99) years, commencing on [New Lease Commencement Date] and expiring on [New Lease Expiration Date] (the “Extended Term”).

II. Rent

The rent for the Extended Term shall be as follows: [Specify rent amount, payment schedule, and any escalation clauses or additional rent terms].

III. Amendments to Original Lease

Except as expressly modified by this Agreement, all terms and conditions of the Original Lease shall remain in full force and effect. In the event of any conflict between the terms of the Original Lease and this Agreement, the terms of this Agreement shall prevail.

- A. Maintenance and Repairs: [Specify any changes or reaffirmation of responsibilities for maintenance and repairs during the Extended Term].
- B. Use of Premises. The Premises shall continue to be for educational purposes, and it is anticipated that the Property will continue to be used for the operation of a football stadium and related activities. Any change in the use of the Premises must be approved in writing by the Landlord.
- C. Insurance. Tenant shall maintain insurance coverage as required under the Original Lease throughout the Extended Term, including any additional coverage specified in this Agreement.
- D. Notices. Any notices required or permitted under this Agreement shall be given in accordance with the notice provisions of the Original Lease.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas.
- F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- G. Entire Agreement. This Agreement, together with the Original Lease, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Renewal Agreement as of the day and year first above written.

LANDLORD: CITY OF GONZALES, TEXAS

By: **DRAFT ONLY – NOT FOR EXECUTION**
 Mr. Steven Sucher, Mayor, City of Gonzales

Date: _____

TENANT: GONZALES INDEPENDENT SCHOOL DISTRICT

By: **DRAFT ONLY – NOT FOR EXECUTION**
 Dr. Elmer Avellaneda, Superintendent, Gonzales ISD

Date: _____



Board of Trustees

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Naomi Brown

GISD School Board Agenda Information Sheet
August 5, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action to Adopt Davis-Bacon Prevailing Wage Rates

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Gene Kridler, Executive Director of Operations; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: Due to the amount of time that has passed since the district last adopted prevailing rates, the district's legal council advised the adoption of the rates once again to ensure compliance with Davis Bacon for all construction projects, including the Apache Stadium ramps and sidewalk ADA compliance project.

Note: Texas Government Code 2258.022 requires the Board of Trustees to adopt the prevailing wage rates.

SUPERINTENDENT'S RECOMMENDATION: Adopt

SAMPLE MOTION: *"I move that the board adopt the most current prevailing wage rates for Gonzales County published by the US Department of Labor in accordance with the Davis-Bacon Act and its subsequent amendments, as presented."*



PREVAILING WAGE RATE SCHEDULE

Please note that fringes are only required to be paid on projects that involve federal funds. If you are unsure about whether the project will be using federal funds, please inquire and seek clarification.

General Decision Number: TX20240146 07/12/2024

Superseded General Decision Number: TX20230146

State: Texas

Construction Type: Building

County: Gonzales County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the

	applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	07/05/2024
2	07/12/2024

ASBE0087-002 06/04/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.95	8.39

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

IRON0263-019 06/01/2023

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 27.89	7.93

* LABO0154-001 05/01/2024

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 25.27	9.57

PLUM0142-002 07/01/2024

	Rates	Fringes
Plumber.....	\$ 36.87	11.48

* SUTX2009-033 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 19.67	0.00
CARPENTER.....	\$ 13.18 **	0.00

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 13.27 **	0.00
ELECTRICIAN.....	\$ 20.00	3.11
LABORER: Common or General.....	\$ 9.50 **	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50 **	0.22
LABORER: Mason Tender - Brick.....	\$ 12.02 **	0.00
LABORER: Mortar Mixer.....	\$ 12.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75 **	0.00
OPERATOR: Bulldozer.....	\$ 12.80 **	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58 **	0.00
OPERATOR: Loader (Front End).....	\$ 10.54 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 12.26 **	0.00
ROOFER.....	\$ 13.64 **	1.80
SHEET METAL WORKER.....	\$ 17.00 **	0.00
TILE SETTER.....	\$ 15.00 **	0.00
TRUCK DRIVER.....	\$ 11.24 **	0.35

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



Board of Trustees

Ross Hendershot III
President

Justin Schwausch
Vice President

Josie Smith-Wright
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GISD School Board Agenda Information Sheet
August 5, 2024

ACTION ITEM

SUBJECT: Discuss and Consider Action to Select the Delivery Method for Construction Services for the Apache Stadium Ramps and Sidewalk Renovation Project

ADMINISTRATOR RESPONSIBLE: Amanda Smith, Chief Financial Officer; Gene Kridler, Executive Director of Operations; Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: The district needs to select a delivery method for the ramps and sidewalk upgrades at Apache Stadium before work can commence. To avoid any project delays, the administration recommends delegating authority to the superintendent.

SUPERINTENDENT'S RECOMMENDATION: Adopt

SAMPLE MOTION: *"I move that the Board delegate authority to the Superintendent to select the delivery method for construction services, as presented."*



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GISD School Board Agenda Information Sheet
August 5, 2024

**Adjourn to Closed Session
Under Texas Government Code Chapter 551**

ADMINISTRATOR RESPONSIBLE: Dr. Elmer Avellaneda, Superintendent of Schools

RATIONAL SUMMARY: The board will recess this open session and convene in a closed meeting to discuss items on the agenda.

The board may conveniently meet in such closed or executive session or meeting, concerning any subjects and for any purpose permitted by Texas Government Code Chapter 551, including, but not limited to:

- Section 551.071: Consultation with Attorney;
- Section 551.072: Deliberation Regarding Real Property;
- Section 551.073: Deliberation Regarding Prospective Gifts;
- Section 551.074: Personnel Matters
- Section 551.076: Deliberation Regarding Security Devices;
- Section 551.082: School Children, school district employees, disciplinary matters or complaints;
- Section 551.083: Certain school boards, meeting regarding consultation with representatives of employee groups;
- Section 551.084: investigation, exclusion of witnesses from a hearing.

No voting will take place in the closed meeting. Any action the board wishes to take as a result of discussions in a closed session will take place after the board reconvenes in an open meeting.

Today's date is August 5, 2024 and it is ____ p.m.



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