COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145708
PAGE 1 OF 13
DATE: 8/19/2025

SUBJECT: **BID NO. 2025CD-008 – CONSIDERATION OF CONSTRUCTION CONTRACT BETWEEN TARRANT COUNTY AND GOMEZ BROTHERS CONSTRUCTION, INC. FOR THE CITY OF FOREST HILL, TEXAS 50TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a construction contract between Tarrant County and Gomez Brothers Construction, Inc. in the amount of $128,345.00 for water improvements on Woodbridge Drive in Forest Hill, Texas.

BACKGROUND

On May 28, 2025, Tarrant County Community Development opened bids for a 50th Year Community Development Block Grant (CDBG) project consisting of water improvements on Woodbridge Drive in Forest Hill, Texas. Gomez Brothers Construction, Inc. submitted the low bid in the amount of $128,345.00.

Through this contract, Gomez Brothers Construction, Inc. will complete all required work as specified in the proposal, of which the engineer's line-item summary is attached. Tarrant County will provide $128,345.00 in CDBG funds, which fully covers construction with no contribution required from the City of Forest Hill.

The Criminal District Attorney's Office has approved this contract as to form.

FISCAL IMPACT

Funding in the amount of $128,345.00 is available through the Community Development Block Grant (CDBG) #B-24-UC-48-0001. Upon approval of the claim for payment under this contract, funds will be drawn from the U.S. Treasury through the U.S. Department of Housing and Urban Development's (HUD's) electronic transfer system to Tarrant County's bank account.

SUBMITTED BY	Community Development	PREPARED BY:	Wren Davis
		APPROVED BY:	James McClinton

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This agreement is made and entered into this 8th day of July, 2025, by and between the TARRANT COUNTY (the "Owner"), acting by and through its duly authorized officer, and Gomez Brothers Construction, Inc. (the "Contractor").

1. In consideration of the payments and agreements mentioned below, the CONTRACTOR agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

   Waterline improvements 7300 Block Woodbridge Drive per project #B-24-UC-48-0001-32-15

2. The work herein contemplated will consist of the Contractor furnishing, as an independent contractor, the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and all other accessories and services necessary to complete the Project in accordance to the drawings and specifications prepared by Teague, Nall and Perkins (Engineer), and made a part of this Agreement the same as if written herein, plus all extra work in connection with the improvements, at the CONTRACTOR'S own expense, as noted in the terms of both the General Conditions, Supplementary General Conditions and the Special Conditions of the Agreement.

3. The CONTRACTOR agrees to commence work within ten (10) days from the date agreed to and specified in the "Notice-to-Proceed," and to substantially complete the work within ninety (90) calendar days after the date specified in the "Notice-to-Proceed" with construction, subject to such extensions of time as are provided in the contract conditions.

4. The Total Contract Price: The OWNER agrees to pay the CONTRACTOR the amount shown in the PROPOSAL, which forms a part of this Contract, with such payments subject to the General and Supplementary Conditions of the contract. Commissioners Court Communication, attached hereto as Exhibit B, states the funding amount available from all sources. The Owner will pay the Contractor for the performance of the work required by the Contract Documents, subject to additions and deductions mutually agreed to by Change Order, the Total Contract Price of $ 128,345.00.

5. Based upon applications for payment submitted to Tarrant County Community Development according to the Contract Documents.

6. To the extent permitted by Texas Law, the Contractor agrees to fully indemnify, save, and hold harmless the Owner from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, its agents, servants or employees. All venue for litigation regarding this project is in the State or Federal District Courts physically located in Tarrant County, Texas.

7. The CONTRACTOR acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form 1295 attached as "Attachment A".

8. The CONTRACTOR verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2274 Texas Government Code Verification as follows:

(a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Contractor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.

(b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Contractor warrants and represents that: (1) neither Contractor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Contractor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Contractor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Contractor further represents and warrants that neither Contractor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

(c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Contractor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

(d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Contractor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade

association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

9. CONTRACTOR must comply with the requirements of the Build America, Buy America (BABA) Act, as part of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58 §§ 70901-52, Nov. 15, 2021, 41 USC § 8301 note), and all applicable rules and notices, as may be amended, if applicable to this infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

10. This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

This contract shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

11. Compliance with Laws. In providing the services required by this Agreement, Contractor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Contractor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

12. The Contract Documents consist of the following:

- This Agreement,
- Request for Bid 2025CD-008 Bid Documents including Notice to Bidders, Bidder Information and Certification Form, Non-Collusion Affidavit and Proposal
- Performance Bond, Payment Bond, Maintenance Bond, Certificate of Insurance,
- General Conditions of Agreement, Supplementary General Conditions

- Technical Specifications, Special Specifications, Special Material and/or Equipment Specifications, Special Conditions
- Federal Labor Standards, Hud-4010, Wage Determination, Employment, Training and Contracting Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects under Hud Section 3 of The Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) And 24 CFR 75, and all applicable rules and notices, as may be amended,
- and the drawings and blueprints as prepared by the Owner's Engineer
- Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to the execution of this Agreement and all modifications issued subsequent hereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached hereto to this Agreement or repeated herein.

Both OWNER and CONTRACTOR agree to abide by all state and federal laws, statutes, and regulations applicable to the completion of the project described.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

COUNTY OF TARRANT
STATE OF TEXAS

BY: Separate Electronic Signature Page
Tim O'Hare
County Judge

Gomez Brothers Construction, Inc.
CONTRACTOR

(SIGNATURE)

Daniel Gomez - Pres.
NAME AND TITLE

Approved as to Form:

Craig Price
_____
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Certification of Funds Available in the amount of: $_____

_____
Kimberly M. Buchanan, CPA Date
Tarrant County Auditor

Forest Hill 50th Line Item Summary

TNP JOB NO: TAR 24401 BID DATE: May 28, 2025 BID TIME: 10:00 a.m

1	Remove & Salvage Exist Fire Hydrant-Return to City	1	EA
2	Abandon Exist Gate Valve in Place	1	EA
3	6" DR- C900 PVC Water Line	25	LF
4	8" DR-18 C900 PVC Water Line	560	LF
5	6" Gate Valve, Box & Cone Pad	1	EA
6	8" Gate Valve, Box & Cone Pad	1	EA
7	Fire Hydrant with 3'-6" Bury	1	EA
8	Mechanical Joint Ductile Iron Fittings	0.4	TON
9	1" Water Service from Main to Meter (Short Bore)	8	EA
10	1" Water Service from Main to Meter (Long Bore)	8	EA
11	Single Water Meter Box	16	EA
12	Cut, Plug & Abandon Existing Water Line	3	EA
13	HMAC Permanent Pavement Repair	595	LF
14	Concrete Curb & Gutter	5	LF
15	Block Sod Parkway Repair	130	SY
16	Trench Safety	560	LF
17	Connect to Existing System	2	EA
18	Miscellaneous Utility Allowance	1	LS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1340480

Date Filed:
07/23/2025

Date Acknowledged:
7/25/25

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gomez Brothers Construction
Burleson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Project City and Tarrant County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
#B-24-UC-48-0001-32-15
Waterline improvements 7300 Block Woodbridge Drive per project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gomez Brothers Construction	Burleson, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Daniel Gomez, and my date of birth is 7.21.92.

My address is 11008 Oak Grove Rd. S, Burleson (city), TX (state), 76028 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 23 day of July (month), 20 25 (year).

Signature of authorized agent of ~~contracting~~ business entity
(Declarant)

TAKINGS IMPACT ASSESSMENT (TIA) EXPLANATION

Attached is the TIA Checklist as approved by the District Attorney's Office. Due to timeliness regulations governing CDBG programs, a completed Short TIA (No Impact Determination) checklist is being submitted to Commissioners Court for approval for this contract. Categorical Determinations that no private real property interests are affected by the proposed governmental action would obviate the need for any further compliance with the Property Rights Act. This project is located entirely within city-owned property (under a dedicated public street).

TAKINGS IMPACT ASSESSMENT CHECKLIST

This form has been established to comply with the assessment requirements mandated by the Texas Private Real Property Preservation Act adopted under Chapter 2007, Texas Government Code

Project/Regulation Name: Forest Hill 50th B-24-UC-48-0001-26-15

County Department: TARRANT COUNTY COMMUNITY DEVELOPMENT

Contact Person: WREN DAVIS
Phone Number for Contact Person: 817-850-7955

Type of TIA Performed: SHORT TIA or FULL TIA.
Select one after answering the questions in Section II below.

I. Stated Purpose

Attached to this checklist is an explanation of the purpose of the regulation, policy, guideline, court resolution or order.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?
Yes ___ No X

2. Does the county action limit or restrict a real property right, even partially or temporarily?
Yes ___ No X

If you answer no to both, STOP HERE and select SHORT TIA at the top of the form. A No Impact Determination should be made, and no further compliance with the Property Rights Act is necessary.

If you answer yes to either question, go to Section III to complete FULL TIA. Note: Section II. of this Takings Impact Assessment should be completed in consultation with the Criminal District Attorney's Office.

CITY OF FOREST HILL, TEXAS

RESOLUTION NO. 2025-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS RECOMMENDING TARRANT COUNTY AWARD A CONTRACT TO GOMEZ BROTHERS CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED $128,345.00 FOR THE CONSTRUCTION OF WATER LINE IMPROVEMENTS FOR WOODBRIDGE DRIVE (7300 BLOCK), 50TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. B-24-UC-48-0001-32-15; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL NECESSARY DOCUMENTS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tarrant County sought bids for the Water Line Improvements for Woodbridge Drive (7300 Block), 50th Year Community Development Block Grant Project Number B-24-UC-48-0001-32-15 (the "Project"); and

WHEREAS, the engineers have determined that Gomez Brothers Construction, Inc. met all bid specifications and is the lowest responsible bidder and thus recommended the award of the contract to Gomez Brothers Construction, Inc; and

WHEREAS, Gomez Brothers Construction, Inc.'s bid for the Project was in an amount not to exceed $128,345.00; and

WHEREAS, the City Council has determined that the award of the contract for the Project to Gomez Brothers Construction, Inc. in an amount not to exceed $128,345.00 serves the public health, safety and welfare and is in the best interest of the citizens of Forest Hill;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS:

Section 1. The City Council does hereby approve the Construction of Water Line Improvements for Woodbridge Drive (7300 Block), 50th Year Community Development Block Grant Project No. B-24-UC-48-0001-32-15, with CDBG funding of sufficient to cover the contract maximum price and recommends that Tarrant County award the contract for $128,345.00 to Gomez Brothers Construction, Inc. in conformance with the RFP and Gomez Brothers Construction, Inc.'s bid response, attached hereto and incorporated herein by this reference as Exhibit "A," and further authorizes the City Manager to execute, on behalf of the City, any necessary, related documents.

Section 2. All resolutions of the City of Forest Hill heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Forest Hill not in conflict with the provisions hereof shall remain in full force and effect.

Section 3. If any article, paragraph, subdivision, clause, or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part declared to be invalid or unconstitutional.

Section 4. This resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED ON THIS THE 1st DAY OF JULY 2025, BY THE CITY COUNCIL OF THE CITY OF FOREST HILL, TARRANT COUNTY, TEXAS.

APPROVED:

Stephanie Boardingham, Mayor

ATTEST:

Amy L. Anderson, TRMC, CMC
City Secretary

APPROVED AS TO FORM:

Courtney Goodman-Morris,
Asst. City Attorney