



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145442

PAGE 1 OF 11

DATE: 7/1/2025

**SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES CONTRACT WITH  
MJDII ARCHITECTS FOR THE PROVISION OF ARCHITECTURAL  
SERVICES FOR THE LENA POPE FACILITY SECURITY CAMERA  
UPGRADES PROJECT**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider a Professional Services Contract with MJDII Architects for the provision of architectural services for the Lena Pope Facility Security Camera Upgrades Project.

**BACKGROUND**

On April 26, 2022, the Commissioners Court, through Court Order #138003, approved Request For Qualification (RFQ) No. 2022-098 – Annual Contract for Professional Architectural-Engineering Services, for various Tarrant County projects. With approval of RFQ No. 2022-098, the Facilities Management Department and Purchasing Department were granted approval to utilize the selected firms for indefinite quantities of work, as outlined in the RFQ, per contract terms. Firms will be issued a Tarrant County purchase order or will be required to sign a contract for individual projects, depending on the type and cost of the work. MJDII Architects was one (1) of the firms that received the highest evaluated ratings from the evaluation committee as having qualifications to meet the County’s needs for indefinite quantities of work as outlined in the RFQ.

The current security system is antiquated and has reached end-of-life. Juvenile Services is requesting that a new IP based security camera system be installed for proper coverage and security of the campus.

The purpose of this contract is for MJDII Architects to provide design, bidding, and construction administration services for the this project.

- Design Services
- Bidding Services
- Construction Administration Services

The Criminal District Attorney’s Office has reviewed this contract as to form.

**FISCAL IMPACT**

Funding in the amount of \$55,150.00 is available in account 45100-2025 Non-Debt Capital/3110309000 Juvenile Center/540000 Capital Outlay.

SUBMITTED BY	Facilities Management	PREPARED BY:	Milissa Warner
		APPROVED BY:	Frank Lopez



**2.  
TERM**

This contract commences July 01, 2025, and concludes on the date services are completed.

**3.  
COST**

3.1 For the services described in “Article 1. Scope of Services” and as defined in PROVIDER’S proposal contained in Exhibit “A”, the PROVIDER’S compensation for these services shall be fifty-five thousand, one hundred and fifty dollars (\$55,150.00) and shall not exceed this amount without prior authorization from the County.

Design Services	\$26,000
Bidding	\$12,800
Construction Administration	\$13,350
<u>Reimbursable Expenses</u>	<u>\$ 3,000</u>
 TOTAL NOT TO EXCEED AMOUNT	 \$55,150

3.2 PROVIDER shall bill for the Services performed in accordance with this contract.

3.3 PROVIDER shall send all invoices to Tarrant County Facilities Management, 200 Taylor Street, Suite 344, Fort Worth, Texas 76196.

3.4 PROVIDER’S invoice shall detail the Services provided.

3.5 PROVIDER’S invoice may include reimbursable expenses such as printing, postage, out of County travel, and additional OAC meetings, etc. related to the Project. Reimbursable expenses will not exceed \$3,000.00. Expenses will be invoiced at actual cost. Supporting receipt documentation must be submitted. All unused allowances will be returned to Tarrant County.

3.6 No travel expenses are included in this contract.

PROVIDER understands that PROVIDER shall be responsible for any other expenses incurred by PROVIDER in performing the Services under this contract.

**4.  
AGENCY-INDEPENDENT CONTRACTOR**

Neither COUNTY nor any employee thereof is an agent of PROVIDER, and neither PROVIDER nor any employee thereof is an agent of COUNTY. This contract does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

**5.  
ASSIGNMENT**

Neither party may assign, in whole or in part, any interest it may have in this contract without the prior written consent of the other party.

**6.  
THIRD PARTY BENEFICIARY EXCLUDED**

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 and sovereign 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.

**7.**  
**AUDIT OF RECORDS**

PROVIDER'S records for this Project are subject to audit by the COUNTY during the term of this contract.

**8.**  
**FORM 1295**

PROVIDER acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as Exhibit "B" is a full and true copy of said filed form.

**9.**  
**GOVERNMENT CODE COMPLIANCE**

PROVIDER verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. PROVIDER further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. PROVIDER further represents and warrants that it does not appear on any of the Texas Comptroller's Scrutinized Companies Lists. In accordance with Section 2274.002 of the Texas Government Code, PROVIDER certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. The term "boycott energy" is defined by Texas Government Code Section 809.001(1), effective September 1, 2021, 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). In accordance with Section 2274.002 of the Texas Government Code PROVIDER certifies that it does not discriminate against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this contract. Discrimination against a firearm entity or trade association is defined by Texas Government Code Section 2274.001(3), effective September 1, 2021, 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.

**10.  
COMPLIANCE WITH LAWS.**

In providing the services required by this Agreement, PROVIDER 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. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**11.  
GENERAL TERMS**

This contract represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally but must be amended by written document of subsequent date duly executed by these parties. This contract shall be governed by the laws of the State of Texas and venue for any action under this contract shall be in the state and federal courts located in Fort Worth, Texas.

**12  
TERMINATION**

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:  
Frank Lopez  
Tarrant County Facilities Management  
200 Taylor St., Suite 344  
Fort Worth, TX 76196

PROVIDER:  
J. Tony James, Associate AIA  
MJDII Architects, Inc.  
16479 Dallas Pkwy #400  
Addison, TX 75001

**13.  
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.

**SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**TARRANT COUNTY  
STATE OF TEXAS**

**PROVIDER:  
MJDII Architects, Inc.**

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

  
\_\_\_\_\_  
Authorized Signature

APPROVED AS TO FORM:

James Marwin Nichols  
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 IN THE AMOUNT OF \$ \_\_\_\_\_

\_\_\_\_\_  
Auditor's Office                      Date: \_\_\_\_\_

May 14, 2025

Mr. Paul S. Patterson  
Tarrant County Security Electronics  
System Manager  
300 West Belknap Street  
Fort Worth, Tx 76102

**Re: Professional Design Services Proposal for Tarrant County -  
Tarrant County - Lena Pope Facility Security Camera Upgrades**

Mr. Patterson,

We appreciate the opportunity to provide Tarrant County this proposal for the **Lena Pope Security Camera Upgrades at 3131 Sanguinet St. Fort Worth, Texas 76107.**

### **PROJECT INFORMATION**

MJDII Architects has been requested to provide a design to upgrade the security camera system at the **Tarrant County Lene Pope Facility**. MJDII Architects met with Paul Patterson accompanied by our low voltage consultant, Novom Group, to discuss the scope of the project.

### **BASIC SERVICES**

The following is our understanding of that project scope:

#### **Design Services**

- Up to two trips to the site for field work to survey and note existing conditions.
- Provide Cost of Construction (COC) estimates at 50% Design and 95% Design of Construction Documents (CDs)
- Providing Drawings suitable for construction will include:
  - Propose camera locations and models for review.
  - Provide recommendations for VMS server and network cabling connectivity.
  - Provide proposed camera locations and views for review.
  - Confirm approval of VMS server and cabling Connectivity.
  - Provide Specifications for review and approval.
  - After review by Tarrant Co. provide CDs to accommodate construction activities and GC Bidding

## **Bidding and General Contractor Selection**

- project management of General Contractor selection.
  - Attend Pre-Construction meeting.
  - Provide support with RFI and Bid Review, responding to questions from GC candidates.
  - Assist in selecting GC and provide recommendations.

## **Construction Administration**

- Construction Administration (CA) and support for owner and contractor. MJDII will provide the following CA services:
  - MJDII Team will attend both on site and virtual OAC meetings. Up to 16 meetings during the construction phase. Schedule to be verified by GC.
  - Provide assistance with submittal and RFI review and responses, any required Change Orders, and AIA Pay App document reviews.
  - Provide field observations reports at milestones (3 ea. Milestones) and a final punch list.
  - Video commissioning will be included.
  - Provide assistance gathering construction close-out documents and review.

## **INSURANCE**

MJDII shall maintain the following insurance for the duration of this Agreement. Architect's/ Engineer's liability shall be limited to the available proceeds of insurance coverages required below. If any of the requirements set forth below exceed the types and limits the Architect/ Engineer normally maintains, the Owner shall reimburse the Architect/ Engineer for any additional cost:

1. Commercial General Liability with policy limits of not less than \$1,000,000 for each occurrence and \$1,000,000 in the aggregate for bodily injury and property damage.
2. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect/ Engineer with policy limits of not less than \$1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
3. Workers' Compensation at statutory limits.
4. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate."

## SCHEDULE

We understand your desire to move forward with an effective project schedule. The client's goal is to begin investigation of the project as soon as possible. To achieve this request, and work within the fees that we have identified below, MJDII developed a preliminary project schedule and process review timeline. The following is a summary of duration starting from Notice to Proceed:

Phases	Duration
30% of CDs: Requirements / Field As-Built Survey	(3) weeks
50% of CDs: Design Development / COC ROM	(3) weeks
95% of CDs: Construction Documents / COC ROM	(4) weeks
Bidding / GC Selection	(4) weeks
Construction Administration (estimation)	(12) weeks
<b>Schedule Total</b>	<b>(26) Weeks</b>

## COMPENSATION

Compensation for the Professional Design Services described in this letter will be established as a **Lump Sum Amount**. MJDII will bill you for work completed monthly. We request payment within 30 days of invoice date. Reimbursable expenses incurred by MJDII in connection with the project are not included in the professional service fee quoted. Allowable reimbursable expenses will include travel, any permits and inspections fees (TDLR, TAS).

<b>Tarrant County – Lena Pope Security Camera Upgrades – BASIC SERVICES</b>	
MJDII (Project Management, Low Voltage)	
Design Services	\$ 26,000.00
Bidding	\$ 12,800.00
Construction Administration	\$ 13,350.00
Allowable Reimbursable Expenses	\$ 3,000.00
<b>Total Basic Fee (Design + CA + Reimbursable Expenses)</b>	<b>\$ 55,150.00</b>

## ADDITIONAL SERVICES

Requirements to provide a site plan for submittal to the City of Fort Worth or submitting the project to the AHF will be considered as Additional Services, and MJDII will provide a proposal for the fee associated with the additional design.

## CLARIFICATIONS

- This proposal is **valid for 30 days** from the date indicated on this proposal.
- MJDII has not included any fees for required review or permits by any local agencies.
- In lieu of As-built documentation, MJDII will provide (1) electronic record drawing of architectural and MEP in CAD format at the completion of the project.

- Services procured by Tarrant Co. and coordinated with the design team will include:  
Construction Manager / General Contractor / Developer / Consultants (Surveyor, Furniture, etc.)
- MJDII acknowledges that there may be a time delay/lag in the project schedule between completion of construction documentation and construction start. If this occurs, MJDII will inform Tarrant Co. that the project will go "on-hold" status, until MJDII is approved in writing to proceed.
- Services relating to discovery or removal of Asbestos Contaminated Materials (ACM), Lead, PCB's or other hazardous materials, is not included in this proposal.
- List of consultants that may be needed and not covered in MJDII's scope. Tarrant Co. is to carry a professional fee contingency for:
  - A. Signage/Graphics/Wayfinding Consultant
  - B. Security Equipment Consultant
  - C. Fire Alarm Consultant
  - D. Equipment Consultant
  - E. Materials Management Consultant
  - F. Acoustical/Vibration Consultant
  - G. Air Flow Quality Consultant
  - H. Facility Arc-flash Model Updating Consultant for electrical circuit modifications and additions.

If you have any questions concerning this proposal, please contact us at 972.630.6061. We will be happy to meet with you to discuss in more detail. We thank you again for this opportunity and look forward to moving ahead. If the above meets with your approval, please sign below and return to MJDII. We are prepared to commence this work immediately upon your approval.

Accepted for MJDII Architects, Inc.:




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Tony James  
Senior Project Manager  
MJDII Architects, Inc.




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Ted Kollaja, FAIA  
Principal - Dallas  
MJDII Architects, Inc.

5/14/2025  
Date Signed

Accepted for **Tarrant County**:

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Authorized Signature

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Print Name/Title

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Date Signed

**STATEMENT OF JURISDICTION.** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

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:  
2025-1313534

Date Filed:  
05/21/2025

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
MJDII Architects, Inc.  
Addison, 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.**  
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.**  
No Contract on File  
Lena Pope JJAEP Facility - Security Camera Upgrades

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is J. Alan Johnston, Jr., PE, and my date of birth is 4.10.1971.

My address is 16479 N. Dallas Pkwy., Suite 400, Addison, TX, 75001, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 21st day of May, 2025.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity (Declarant)