



TEXAS
Health and Human Services

Amendment No. 2
Architectural/Engineering (A/E) Agreement

with

Kirksey Architects, Inc., the successor in interest and assignee of, **T. Howard and Associates Architects, Inc.**

A/E Discipline under Contracts
Professional Architectural Services

The **State of Texas**, acting by and through the **Health and Human Services Commission** (“HHSC” or “Owner”), an administrative agency within the executive branch of the State of Texas, and **Kirksey Architects, Inc.**- each a “Party” and collectively “the Parties” - enter into the following Amendment No. 2 to the A/E Agreement Contract between **HHSC** and **T. Howard and Associates Architects, Inc.**, which agreement was given the HHSC Contract No. referenced above (this original agreement shall be referred to as the “original Contract.”). **T. Howard and Associates Architects, Inc.** is **Kirksey Architects, Inc.’s** predecessor in interest and assignor. The term “original Contract” shall include and incorporate all of the attachments listed and referenced in the original Contract and all terms and provisions in such attachments, and any other Contract Document as defined in the original Contract, including any activation under the original Contract.

Recitals

1. **T. Howard and Associates Architects, Inc.** has transferred its assets, and assigned its rights, duties, benefits, and obligations to the original Contract to **Kirksey Architects, Inc.** (such assignment referred to as the “Assignment”).

Amendment Agreement Terms

2. **Kirksey Architects, Inc.** (“**Kirksey**”) represents and agrees that (i) the principals and management of **T. Howard and Associates Architects, Inc.** (“**T Howard**”) will continue to be primarily responsible for the personal services to be provided by the (Architectural/Engineers) under the original Contract thereunder, and that (ii) no delay under the original Contract will directly or indirectly arise because of the Assignment. Relying upon this representation and for other good and valuable consideration, HHSC agrees to the terms of this Amendment No. 2.

3. Pursuant to Section 1.5.1 of the original Contract, Todd Howard is designated as the A/E Project Manager for all activations. Todd Howard’s current contact information is as follows:

Todd Howard, Executive Vice President
1506 Griffin St. West
Dallas, TX 75215
Phone #: 214-522-1100
Email Address: toddh@kirksey.com

Section 17.1 of the original Contract is amended to provide contact information for notices to the representative of **Kirksey**. The new contact information is as follows:

Todd Howard, Executive Vice President
1506 Griffin St. West
Dallas, TX 75215
Phone #: 214-522-1100
Email Address: toddh@kirksey.com

4. HHSC consents to the Assignment, and the Parties agree that **Kirksey**, as the assignee under the original Contract, is (i) fully responsible for, and liable for, all duties and obligations of the Architect/Engineer under the original Contract from the effective date of the original Contract, and (ii) is fully entitled to all rights and benefits of the Architect/Engineer under the original Contract that previously have not been conferred upon **T. Howard**. The Parties further agree that **T. Howard** remains responsible for, and liable for, all duties and obligations of the Architect/Engineer under the original Contract prior to, and up to, the date of the Assignment.

5. HHSC shall not be charged for any costs incurred by either **Kirksey** or **T. Howard** in connection with the Assignment or any transition associated with the Assignment.
6. **Kirksey** has reviewed all representations, affirmations, and certifications in the original Contract relating to eligibility for state contract. Kirksey hereby adopts those representations, affirmations, and certifications. **Kirksey** will notify HHSC of any representations, affirmations, or certifications in the original Contract that are not true or become untrue with respect to **Kirksey**.
7. This Amendment No. 2 shall be effective from the last date of the execution of this amendment.
8. Except as amended and modified by this Amendment No. 2, all terms and conditions of the original Contract, or any previous amendments thereto, shall remain in full force and effect.
9. Any further revisions to the original Contract shall be by written agreement between **HHSC** and **Kirksey**.

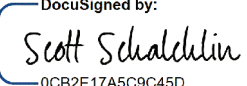
SIGNATURE PAGE FOLLOWS

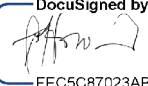
**SIGNATURE PAGE FOR THIS PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES
CONTRACT AMENDMENT**

IN WITNESS WHEREOF, the parties have executed this Contract effective as of January 11,2022.

Owner:
**Health and Human Services
Commission**

Architect/Engineer (Assignee):
Kirksey Architects, Inc.

DocuSigned by:

By: 0CB2E17A5C9C45D...
Scott Schalchlin
Deputy Executive Commissioner

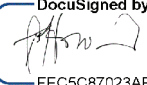
DocuSigned by:

By: FEC5C87023AB491...
Todd C. Howard
President

Date of execution: August 5, 2022

Date of execution: August 5, 2022

**Architect/Engineer
(Assignor):**

**T.Howard and Associates
Architects, Inc.**

DocuSigned by:

By: FEC5C87023AB491...
Name: Todd C. Howard
Title: President
Date of execution: August 5, 2022