

Memo

To: Mayor and City Council

From: Jenny Savely

Subject: Action Agenda: Certified Local Government MDAH grant
Professional Services Agreement with Belinda Stewart
Architects

Date: September 5, 2023

Attached is a copy of the contract to secure Belinda Stewart Architects for professional services for engineering reports and report on historic structure related to Spring Hill Baptist Church. Professional services will be paid at a 50/50 match rate by MDAH and with funds secured by Spring Hill Baptist Church. As the Certified Local Government applicant for CLG grants to MDAH, the City of Tupelo will act as the pass through entity for grant funds and payment of services.



August 17, 2023

Mayor Todd Jordan
City of Tupelo
PO Box 1485
Tupelo, MS 38802

AGREEMENT FOR ARCHITECTURAL SERVICES

We appreciate the City's assistance toward preserving the historic Springhill Missionary Baptist Church structure. We are pleased to provide this agreement for preliminary architectural services for a limited Historic Structures Report. The following agreement, with attached contract terms, is made between the **City of Tupelo** and **Belinda Stewart Architects, PA**, for architectural services for **Spring Hill Missionary Baptist Church** as specified below:

Limited Historic Structures Report:

Fee: \$10,000

- Documentation and analysis of the existing facility, including identification of materials, systems, their conditions, recommendations for repair/restoration, estimated costs, and a prioritized, phased scope of work for the needed work
- Written report of above findings and review with Church representatives

Consultant Engineering Reports (2):

Fee: \$10,000

- On-site Structural, Mechanical, and Electrical Engineering analysis of the historic building, with documentation of found conditions, building code compliance, prioritized recommendations for repair, and estimated costs of those repairs

We propose to complete the services outlined above for a fixed fee of \$20,000 – including expenses (travel, printing, etc., per our current rate sheet attached). We are prepared to start this work this month and will complete the report within 4 months.

Thank you again for this opportunity.

Agreed upon this 5th day of September, 2023.

Belinda J. Stewart, *President*
BELINDA STEWART ARCHITECTS, PA

Todd Jordan, Mayor
CITY OF TUPELO

Please see contract terms on Page 2.



Page 2

Contract Terms:

Termination for Cause: The Owner may terminate this agreement, in whole or in part, at any time before the date of completion whenever it is determined that the Architect has failed to comply with the terms and conditions of the agreement. The Owner will promptly notify the Architect in writing of the termination, the reasons for the termination, and the effective date.

Termination Without Cause: The Owner may terminate this agreement, without cause, upon written notice. Payment will be provided to the Architect for work completed to date.

Equal Employment Opportunity: Belinda Stewart Architects, PA (BSA) is an Equal Opportunity Employer. BSA does not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. This agreement complies with Executive Order 11246 as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

Copeland "Anti-Kickback" Act: This agreement complies with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). BSA prohibits inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which they are otherwise entitled.