

**CONTRACT**  
*SPRING HILL MISSIONARY BAPTIST CHURCH HISTORIC STRUCTURES AND  
ENGINEERING REPORT  
FOR THE CITY OF TUPELO, LEE COUNTY*

THIS CONTRACT between the City of Tupelo (hereinafter called **The City**), **Belinda Stewart Architects, PA** (hereinafter called the **Consultant**), and the **Mississippi Department of Archives and History** (hereinafter called **MDAH**), relates to a historic structures report and engineering report for Spring Hill Missionary Baptist Church.

The City, Consultant, and MDAH agree as follows:

**1. Work Program**

The Consultant shall carry out project work as specified in the "Work Program" (attachment A) for this project.

**2. Compensation**

The Consultant agrees to perform the work outlined in Attachment A for the total cost up to the amount of **\$20,000.00**. Compensation to the Consultant shall be made upon satisfactory completion and submission to the Historic Preservation Division of MDAH and the City of Tupelo the product of the project as specified below and upon the receipt of an invoice for the project.

**3. Termination Provision**

If both MDAH and the City of Tupelo find the Consultant's work to be below the standards specified in Attachment A of this Contract; or if both MDAH and the City of Tupelo find that progress is not being made to meet the deadlines attached to this project, a written warning shall be given to the Consultant delineating the nature of the problem. If satisfactory progress is not made in the enumerated area(s) within thirty (30) days or a suitable explanation is not produced in writing by the Consultant, MDAH and/or the City of Tupelo shall have the right to terminate this Contract.

**4. Reports and Requests for Reimbursement**

The Consultant shall advise MDAH and the City of Tupelo of the progress of the project by telephone, e-mail, or by letter at least once every month while the project is underway. The Consultant shall contact MDAH and the City of Tupelo immediately if any situation should arise which will affect the timely or successful completion of this project and/or the final submission of the completed assessment.

## 5. Copyright

The copyright for any publication resulting from materials, information, and data assembled due to this contract shall be available to MDAH and the City of Tupelo, and MDAH and the City of Tupelo shall retain the right of printing and reprinting any publications using said materials, information, and data. The Consultant waives any claim to a copyright involving said materials, information, and data.

## 6. General Provisions

The Consultant agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Consultant further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal/state program. The Consultant shall indemnify and hold harmless the City of Tupelo, and all of their officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Consultant in executing work under this contract.

**FEDERAL AND STATE PAYROLL TAXES:** Neither federal nor state income tax nor payroll tax shall be withheld or paid by the Department or the City of Tupelo on behalf of the Consultant or the employees of the Consultant. The Consultant shall not be treated as an employee by the City of Tupelo with respect to the services performed hereunder for federal or state tax purposes.

**FRINGE BENEFITS:** Because the Consultant is an Independent Contractor, the Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of the City of Tupelo.

**WORKERS' COMPENSATION:** No Workers' Compensation insurance shall be obtained by the City of Tupelo concerning the Consultant or Consultant's employees. Any insurance that is required by law shall be obtained by the Consultant.

**STATEMENT OF COMPLIANCE WITH FEDERAL NON-DISCRIMINATION LAWS:** By execution of the contract, Consultant affirms that Consultant is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Consultant acknowledges that Consultant will strictly adhere to this policy in the performance of Consultant's obligations under the terms of this Contract.

## 7. Special Condition

No part of the money appropriated for this project shall be used directly or indirectly to pay for any personal service, telegram, advertisement, telephone, letter, printed, or written matter or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem

necessary for the efficient conduct of the public business. Thus costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to historic preservation fund-assisted grants, either on a direct or indirect cost basis.

THIS CONTRACT becomes effective upon signature of the parties below.

**The City of Tupelo**

By \_\_\_\_\_  
Todd Jordan, Mayor  
City of Tupelo

\_\_\_\_\_  
Date

**Consultant**

By \_\_\_\_\_  
Belinda Stewart, President  
Belinda Stewart Architects, PA

\_\_\_\_\_  
Date

**Mississippi Department of Archives and History**

By *Katie Blount*  
Katie Blount (Sep 25, 2023 14:09 CDT)  
Katie Blount, Director  
Mississippi Department of Archives and History

Sep 25, 2023  
Date

**ATTACHMENTS: (2)****ATTACHMENT A: WORK PROGRAM**

The goal of this project is to conduct a historic structures report and engineering assessment of Spring Hill Missionary Baptist Church. The assessment should help develop a prioritization of repairs. City of Tupelo, Belinda Stewart Architects, PA., and MDAH agree that the materials will be delivered with the following stipulations.

**Scope of Work:**

Belinda Stewart Architects, PA shall provide a structural survey of existing conditions of Spring Hill Missionary Baptist Church. The survey will include a historic structures report and engineering assessment of the existing facility for repairs and restoration. Services that the Consultant shall be held responsible for completing are as follows:

1. Documentation and analysis of the facility.
  - a. Identification of materials, systems, and their conditions.
  - b. Recommendations for needed repairs/restoration, including estimated costs and a scope of work.
  - c. Written report for the review of Church representatives.
2. On-site structural, mechanical, and electrical engineering report of the facility.
  - a. Documentation of conditions and building code compliance.
  - b. Report outlining recommended repairs and estimated costs.
3. Participation in conferences with the Client and/or the Mississippi Department of Archives and History when needed in the development of an appropriate repair concept.
4. Preparation of the report by a qualified professional that meets the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, which can be located at <https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>. If consultant has not previously worked with MDAH, a sample assessment is required for review.
5. The final report should adhere to a Historic Structure Report format which should include the following: introduction, background/building description, observations and discussion, prioritized scope of work, estimated costs, conclusions, recommendations, and any applicable figures or images.

6. The inclusion within the report of any additional information that will allow scholars, researchers, preservationists, architects, engineers and others interested in the future of the building to make better informed decisions regarding the property. While primarily written, the report should include photographs and/or measured drawings where appropriate.

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The Consultant will provide the City and MDAH the first draft of the professional assessment for review by **June 1, 2024**. The Consultant will provide the City and MDAH the final draft of the professional assessment for review by **July 1, 2024**. The final project shall be completed and approved by the City of Tupelo and MDAH by **August 1, 2024**.

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**ATTACHMENT B - Acknowledging Federal Assistance**

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity  
National Park Service  
1849 C Street, N.W.  
Washington, D.C. 20240