



## Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

### 1. SCOPE OF WORK

**Thompson Engineering** shall perform such services as are described in this contract and as described in Exhibit A (the "Work").

### 2. INVOICES

The Client shall pay **Thompson Engineering** for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson Engineering's** standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, **Thompson Engineering** shall be reimbursed on a time and material basis in accordance with **Thompson Engineering's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

### 3. RIGHT OF ENTRY

The Client will provide for right of entry of **Thompson Engineering** personnel and all necessary equipment, in order to complete the Work.

While **Thompson Engineering** will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson Engineering's** responsibility.

### 4. UTILITIES

In the execution of its Work, **Thompson Engineering** will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold **Thompson Engineering** harmless for any damages to subterranean structures or utilities which are not called to **Thompson Engineering's** attention and correctly shown on the plans furnished by the Client.

### 5. SAMPLES

**Thompson Engineering** will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

### 6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by **Thompson Engineering**, as instruments of service, shall remain the property of **Thompson Engineering**. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

**Thompson Engineering** will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. **Thompson Engineering** consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

### 7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

### 8. PROFESSIONAL RESPONSIBILITY

**Thompson Engineering** represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson Engineering** and that the data interpretations and recommendations of **Thompson Engineering's** personnel are based solely on the information available to them. **Thompson Engineering** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

### 9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit **Thompson Engineering's** liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by **Thompson Engineering**, such that the total aggregate liability of **Thompson Engineering** to the Client shall not exceed \$50,000 or **Thompson Engineering's** total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to **Thompson Engineering**, which liability may arise on account of **Thompson Engineering's** performance of services or its acts, errors and omissions.

As used in this article 9, the term **Thompson Engineering** shall mean to include any parent, subsidiary or affiliated companies of **Thompson Engineering** and any directors, officers and employees of any of the same.

City of Gautier; Seabass Road Outfall Improvements



TE Fee Services Estimate No. 12-2111-8000

Description	Unit	Estimated Quantity	Unit Fees	Subtotal
<b>SURVEY SERVICES</b>				
Registered Professional Land Surveyor I	Hour	4	\$ 110.00	\$ 440.00
Survey Crew - Party Chief and Instrument Man	Hour	20	\$ 150.00	\$ 3,000.00
<b>Survey Services Subtotal =</b>				\$ 3,440.00
<b>PROFESSIONAL SERVICES</b>				
Documentarian II	Hour	1	\$ 65.00	\$ 65.00
Project Engineer (Develop Survey & Construction Drawings)	Hour	24	\$ 120.00	\$ 2,880.00
<b>Professional Services Subtotal =</b>				\$ 2,945.00
<b>TOTAL FEE</b>				<b>\$ 6,385.00</b>

Prepared by D. Sellers / Helen Adams-Morales, P.E.





**Single Project Agreement  
General Terms and Conditions**

**Exhibit A**

**ACKNOWLEDGMENT OF ORDER**

**7/24/2012**

**Proposal No. 12-2111-8100**

City of Gautier  
3330 Highway 90  
Gautier, MS 39553

Dennis Reeves, P.E.  
Director of Public Works  
228.497.8031

**SERVICES REQUIRED:**

Perform survey services within the drainage easement north of the intersection of Seabass Road and Tampica Road. Survey is to determine the orientation of a property owner's existing structure/shed and provide sufficient information so that drainage improvements can be determined.

Project deliverables shall be survey drawings showing the existing orientation of the shed relative to the drainage easement. Once a plan of action for the structure has been determined by the client, engineering design shall be performed and construction drawings shall be developed.

Additional scope changes shall be at the direction of the Client as mutually agreed.

**FEE:**

All work to be performed on a time and material basis as per the included fee estimate (Exhibit B). Rates shown on Exhibit fee are taken from the Thompson Engineering standard fee schedule. Invoiced amount for the above referenced services shall not exceed the total amount shown on Exhibit B.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 192-2012**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Consent Agenda is hereby approved.

**IT IS FURTHER ORDERED** that the City Manager or Interim City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Johnny Jones  
Hurley Ray Guillotte  
Gordon Gollott  
Mary Martin  
Adam Colledge

**NAYS:** None

**ABSENT:** Scott Macfarland

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**MAYOR**

**ATTEST:**

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**INTERIM CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 7, 2012.

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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 193-2012**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following appointment is hereby authorized to the Library Board:

<b>NAME</b>	<b>TERM EXPIRES</b>
Amanda Vallego	August 7, 2017

**IT IS FURTHER ORDERED** that the City Manager or Interim City Clerk is authorized to execute any and all documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

**AYES:** Tommy Fortenberry  
Johnny Jones  
Hurley Ray Guillotte  
Gordon Gollot  
Mary Martin  
Adam Colledge

**NAYS:** None

**ABSENT:** Scott Macfarland

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**MAYOR**

**ATTEST:**

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**INTERIM CITY CLERK**

**PASSED AND ADOPTED** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 7, 2012.

## Tricia Thigpen

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**From:** Samantha Abell <sabell@gautier-ms.gov>  
**Sent:** Monday, July 30, 2012 3:59 PM  
**To:** tthigpen@gautier-ms.gov  
**Cc:** gollottd@bellsouth.net; cbilbo@gautier-ms.gov  
**Subject:** FW: EXT :RE: Library Board  
**Attachments:** resume june 2012.doc

Please place on consent agenda with Gordon's email as back-up.

TY

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**From:** Gordon Gollott [<mailto:gollottd@bellsouth.net>]  
**Sent:** Monday, July 30, 2012 12:50 PM  
**To:** [sabell@gautier-ms.gov](mailto:sabell@gautier-ms.gov)  
**Cc:** [councilmanward1@gautier-ms.gov](mailto:councilmanward1@gautier-ms.gov); [councilmanward4@gautier-ms.gov](mailto:councilmanward4@gautier-ms.gov); [councilmanward5@gautier-ms.gov](mailto:councilmanward5@gautier-ms.gov); [mayor@gautier-ms.gov](mailto:mayor@gautier-ms.gov); [councilwomanatlarge@yahoo.com](mailto:councilwomanatlarge@yahoo.com); [amanda.vallejo@hii-ingalls.com](mailto:amanda.vallejo@hii-ingalls.com)  
**Subject:** FW: EXT :RE: Library Board

Samantha,

Please see attached Resume.

Request adding to the next available City Council public agenda for appointment as the Ward 3 representative to the Library Board.

Have had telephone conversations with Amanda, and she wants to be involved, and looking forward to serving the city in this capacity.

**Gordon T. Gollott**  
**Councilman Ward 3**  
**City of Gautier**  
[councilmanward3@gautier-ms.gov](mailto:councilmanward3@gautier-ms.gov)  
[gollottd@bellsouth.net](mailto:gollottd@bellsouth.net)  
**Phone: (228) 497-5522-Home**  
**(228) 238-2691-Cell**

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**From:** Vallejo, Amanda (HII-Ingalls) [<mailto:amanda.vallejo@hii-ingalls.com>]  
**Sent:** Monday, July 02, 2012 2:09 PM  
**To:** Gordon Gollott  
**Subject:** RE: EXT :RE: Library Board

Hi Gordon,

Attached is my resume for consideration. Let me know the next step in the process.

Amanda



**City of Gautier  
Library board of trustees  
Meeting in the Library (2<sup>nd</sup> Thursday @ 3:45 PM)  
January – April – July - October  
5 Year Terms  
(Board Requires 5 Members)**

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**Shelia Coleman, Chair  
2712 Calle De Hermosa  
Gautier, MS 39553  
228-497-4701 (H)  
WARD 2  
Appointing Authority – At Large  
Appointed: January 21, 2003  
Term Expires: February 6, 2012**

**Vivian Dailey, Vice Chair  
2135 Kingslea Drive  
Gautier, MS 39553  
228-238-6674 (Cell)  
WARD 5  
Appointing Authority – Ward 5  
Appointed: February 7, 2010  
Term Expires: February 6, 2015  
*(Replaced Ann McDaniel –Term expired 2/6/10)***

**Diana Myers  
2324 Santa Cruz  
Gautier, MS 39553  
228-497-4408 (H)  
WARD 1  
Appointing Authority – Ward 1  
Re-Appointed: February 7, 2012  
Term Expires: February 7, 2017**

**Amanda Vallejo  
3233 Stonegate Circle  
Gautier, MS 39553  
321-298-4990 (Cell)  
WARD 3  
Appointing Authority – Ward 3  
Appointment: August 7, 2012  
Term Expires: August 7, 2012**

**Zelma Lofton  
2701 Bayou Bend Drive  
Gautier, MS 39553  
228-497-3892 (H)  
WARD 4  
Appointing Authority – Ward 4  
Appointed: March 4, 2008  
Term Expires: February 6, 2013**

## **Amanda Vallejo**

3233 Stonegate Circle  
Gautier, Ms 39553  
Cell 321 298-4990  
Email: [Vavallejo@aol.com](mailto:Vavallejo@aol.com)

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### **Senior Management Executive**

Diversity Programs/Equal Employment Opportunity Programs/Affirmative Action plans/Civil Rights

*Repeatedly produced sustained results in dynamic challenging environments. Proven achievements in Equal Employment Opportunity (EEO), Affirmative Action Plans (AAP), Workforce Diversity, ADA Compliance, Multi-cultural Communications, Minority/Women Owned Business Supplier Program including the federal Disadvantaged Business Enterprise Program*

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Human Resources, Diversity and EEO professional with verifiable year-after-year success, achieving EEO/Diversity results in a rapid change environment; extensive experience with highly engineered systems which require a deep understanding of critical business drivers in multiple markets and industries. Highly successful in building relationships with upper-level and external decision makers. Led and motivated teams composed of employees and managers to achieve organizational change and meet organizational workforce goals. A well trained federal discrimination investigator, and certified EEO mediator.

#### **Skills:**

Diversity Strategic Planning - Global Diversity - Budgeting Process - Training - Organizational Development - EEO and Labor Law - Performance & Quality Standards - Change Management - Program Design - Employee Relations – Labor Relations - Community Outreach Strategy – Federal Civil Rights and Employment Compliance – Diversity Training programs - Bilingual – Bilingual in Spanish specializing in employee language integration programs

#### **Achievement Highlights**

- Turned around underperforming Equal Rights Division, streamlining 6 business units, restoring compliance and fiscal responsibility. Restored forward momentum with measurable results.
- Catalyst for organizational change by developing Diversity/EEO policies and programs.
- Transformed poor performing Division into top performer generating \$7 million in federal grants, introduced new cost effective solutions that enabled expansion and additional high profile Diversity and EEO programs.
- Designed a nationally recognized cross cultural communication program to address limited English language challenges for both native and non native speakers in a manufacturing environment.

## Professional History

April 2005 – Present  
Department of Homeland Security  
Federal Emergency Management Administration (FEMA)  
Equal Rights Offer – Reservist

During a deployment I am responsible for the day-to-day administration of FEMA's Office of Equal Rights field support programs. In this position I provide:

- Civil Rights Resolution – Work to proactively with Community Relations, Public Affairs, Human Services, and other DFO components to resolve individual or group Civil Rights issues; visits and speaks with key community leaders and organizations; assesses accessibility at Disaster Recovery Centers and distributes information about OER programs.
- Technical assistance and training - Provide advice and guidance to the FCO on EEO and Civil Rights matters; presents training on sexual harassment prevention, cultural diversity, and the EEO process.
- EEO Counseling - assists deployed FEMA employees, employment applicants, and managers to resolve problems quickly; guide supervisors through downsizing to achieve the best possible outcome; processes all complaints that cannot be resolved informally.

March 2007 – Present  
HII - Ingalls Shipbuilding  
Diversity/EEO Manager

Responsible for the day-to-day administration of NGSB internal Diversity and EEO Programs. In this position I recommend priorities, design/implement programs, allocate resources, and assess the need for new or re-direct program activities. Develop and implemented Diversity and Inclusion strategy, Advisor to Directors and Senior Executive Vice Presidents regarding EEO and D&I issues. Below is a list of duties.

Administer Limited English Integration Program  
Implement Corporate Diversity & Inclusion initiatives  
Conduct EEO and harassment investigations  
Design and facilitate Diversity Training  
EEO Applicant flow analysis  
EEO Compensation analysis  
Coordinate Corporate Diversity Awards Programs  
Developed Affirmative Action Plans prepare departmental reviews  
Deploy annual Employee Diversity Kit  
Submit annual EEO-1 and Vet 100  
OFCCP audit lead  
Manage and guide 5 Employee Resource Groups

March 2003 – May 2005

Virginia Department of Transportation (VDOT)

3.8 Billion dollar organizations with 10,000 Employees...

Executive Service – Division Administrator, Civil Rights Division

Responsible for the day-to-day administration of VDOT's internal and external Civil Rights Programs. Supervised 12 managers, and indirectly supervised 63 Central and District staff. In this position I determine priorities, designed/implemented programs, allocated resources, and assess the need for new or re-directed program activities. Developed and implemented policy regarding Civil Rights issues, drafted legislation and developed concepts for federal grants. Advisor to the Director and Senior Staff regarding EEO issues. Below is a list of the Department's Statewide Civil Rights Programs. The main office is located in Richmond with 9 field offices throughout the state.

Affirmative Action (AA) and Title VII

- Developed internal AA plan along with comprehensive implementation strategy
- Statistical data analysis: AA goals – workforce analysis by job classification, recruitment pool, and retention rate
- Oversight of monitoring and compliance of VDOT's federal AA Plan
- Oversight and final review of all internal Title VII, external DOL and external Title VI discrimination investigations
- Senior EEO mediator and oversight of settlement agreements

Internal Diversity Program

- Developed and implemented Workplace Diversity policy and initiatives
- Developed on-going Diversity and Workplace Harassment training programs
- Developed and staffed in house Diversity Council

American with Disabilities Act (ADA – 504)

- Oversight of ADA-504 Compliance program
- Accessible Building Standards Compliance – tracking, monitoring and reporting of facilities to ensure public accessibility
- Responsible for ADA tracking and reporting

Disadvantaged Business Enterprise Program (DBE)

- Successfully submitted DBE program Plan to meet new federal DBE regulations 49 CFR Part 26
- Developed strategic plan for Statewide DBE Plan implementation for Highway Construction
- Restructured the DBE Certification process
- Developed and implemented a "Mentor Protégé Program" for DBE firms
- Established a "Transportation DBE Advisory Committee" (TDAC); Committee membership is made up of local small business owners and members of the prime contracting community; this committee supports and advises the Department's socioeconomic programs and provides a forum for public participation
- FHWA Grant Administration – DBE Supportive Services Grant \$450,000 a year
- Developed DBE fraud prevention process - adopted as national model

#### Small Business Development Program

- Developed small business training and workshops
- Community outreach and marketing to the small minority and women owned business community

#### External EEO – On the Job Training Programs

- Oversight of the “On-The-Job” training programs – Program establishes contract EEO employment targets for the utilization of minority and women; monitoring, compliance and reporting
- Developed “Welfare-to-Work Program”
- Managed \$400,000 a year in direct federal grants for the External EEO Unit

#### Title VI

- Oversight of external Environmental Justice issues
- Developed and submitted federal Title VI Compliance Plan
- Charged with developing statewide policy for delivering programs and services for citizens that are of limited English proficiency (LEP)

#### Tribal Employment Rights Ordinance (TERO) Programs

- Administration of federal TEA-21 Native American grant assurances – TERO and MOU agreements for State contracts on or near a reservation.

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March 1999 – March 2003

Oregon Department of Transportation (ODOT)

2.5 Billion dollar organizations with 5,000 Employees

Executive Service – Director, Office of Civil Rights

Responsible for the Department’s day-to-day administration; supervision of 2 managers and 18 staff; developed and implemented ODOT’s internal and external Civil Rights Programs. In this position I determine priorities, designed and implemented programs; allocated resources, and assess the need for new or re-directed programs activities. Developed and recommended policy regarding Civil Rights issues. Below is a list of the Department’s Civil Rights Programs. The main office is located in Salem, Oregon with 4 field office throughout the state.

#### Affirmative Action (AA) and Title VII

- Developed internal AA plan and implementation strategy
- Statistical data analysis: AA goals
- Oversight of monitoring and compliance of ODOT’s federal AA Plan
- Developed “Grow-Your-Own” a High School mentoring program
- Oversight and final review of all internal Title VII, external DOL, and external Title VI investigations

#### Internal Diversity Program

- Developed ODOT’s first Diversity Program and Diversity Council
- Developed EEO/Diversity training programs that included an EEO component for NEO
- Developed policies and procedures

#### American with Disabilities Act (ADA – 504)

- Developed employee reasonable accommodation processes
- Accessible building standards – tracking, monitoring and reporting of facilities to ensure public access
- Responsible for compliance and reporting of federal ADA 504 regulations

#### Labor Compliance

- Oversight of prevailing wage compliance program; the program monitors monthly payments, resolves disputes using arbitration model for all public-works contracts

#### Disadvantaged Business Enterprise Program

- Successfully submitted DBE program Plan to meet new federal DBE regulations 49 CFR Part 26 – Program submitted was 5<sup>th</sup> in the nation. The program plan was selected by FHWA as most comprehensive – recognized at AASHTO's Annual National CEO/Director's Conference October 1999
- Developed strategic plan for Statewide DBE Plan implementation for Highway Construction, Public Transit and Airports
- Developed and implemented a "Mentor Protégé Program" for DBE firms
- Established a "Transportation DBE Advisory Committee" (TDAC); Committee membership is made up of local small business owners and members of the prime contracting community; this committee supports and advises the Department's socioeconomic programs and provides a forum for public participation
- FHWA Grant Administration – DBE Supportive Services Grant \$200,000 a year

#### External EEO – On the Job Training Programs

- Management oversight of the "On-The-Job" training programs – Program establishes contract EEO employment targets for the utilization of minority and women; monitoring, compliance and reporting
- Developed "Journeyman Apprenticeship Program"
- Developed "Urban Youth Core Program" – recognized during 1999 Western Regional Civil Rights Conference
- Oversight of \$800,000 a year in direct federal grants for the External EEO Unit

#### Title VI

- Oversight of external Environmental Justice issues in the State's Transportation Improvement Plan
- Developed and submitted Title VI Compliance Plan
- Member of the Governor's Committee charged with developing statewide policy for delivering programs and services for citizens that are of limited English proficiency

#### Tribal Employment Rights Ordinance (TERO) Programs

- Administration of federal TEA-21 Native American grant assurances – TERO and MOU agreements for State contracts on or near a reservation.

**Previous Career History:**

Orange County Transportation Authority (OCTA) – Manager, Socioeconomic Programs, Title VI Compliance program - February 1994 to 1999

University of Southern California – Director, Small Business Development, EEO Programs and MWBE grant compliance program – September 1990 to February 1994

Los Angeles Rapid Transit District – DBE Program Specialist – May 1987 to September 1990

US Department of Commerce – Minority Business Development Center – Deputy Director – April 1982 to May 1987

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**Education and Graduate Level Certificates:**

- University Of Southern California – B.A. – 1992 - Business
  - Advanced Management Program – 1992 University of Southern California – School of Executive Education
  - Master's Certificate in Equal Opportunity and Contract Compliance, 1991 – American Association of Contract Compliance – Washington State University
  - Certified Mediator – American Association of Affirmative Action, Washington D.C. 2003
  - SHRM – PHR – Tulane University - 2008
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**Boards and Committees:**

- American Association of State Highway and Transportation Officials (AASHTO) Chair 2001-2005 – National Civil Rights Committee – AASHTO President Appointee
- American Public Transit Association (APTA) Minority Affairs Committee
- National Transportation Research Board – DBE Committee
- Conference of Minority Transportation Officials (COMTO) – member and past vice chair of the Southern California Chapter
- Salem, Oregon Human and Civil Rights Commission – Mayor appointee, Chair from 2001-2003
- Oregon State Commission on Hispanic Affairs – Commissioner term 2001 to 2003
- American Association of Affirmative Action – State Representative – 2004

**Computer Software:**

MS-Office suites, MS Project, MS Access, MS Publisher, Front Page, Visio