

SHELBY COUNTY GOVERNMENT
 160 N. Main Street, Suite 900, Purchasing
 MEMPHIS, TENNESSEE 38103
 (901) 222-2250

OFFICE COPY

Purchase Order No.
B032472

Issue Date
05/23/19

Purchase Order

Vendor No.	Delivery Required	Terms	Ship Via	F.O.B.	Requestion No.
A1767	06/06/19	N30		DEST	R072846

Issued **CHICAGO TITLE INSURANCE COMPANY**
 To 6060 POPLAR AVENUE
 SUITE LL37
 MEMPHIS, TN 38119

Ship **SHELBY COUNTY DIVISION OF PLANNING**
 To **DEVELOPMENT**
 125 N. MAIN, RM 468
 MEMPHIS, TN 38103

EOC # EOC-V-0321-28618
 Buyer SONJA WORTHY

IF MATERIAL SAFETY DATA SHEETS ARE
 REQUIRED ON PRODUCT(S) THAT YOU WILL BE
 PROVIDING PLEASE SUBMIT SAME WITH
 PRODUCT(S) DELIVERED

Item	Quantity	U/M	Description	Unit Price	Extended Price
1			ENCUMBRANCE OF FUNDS FOR TITLE SEARCHES FOR WOLF RIVER GREENWAY PHASE 7 COMMODITY 946/15 ACCOUNT DISTRIBUTION 297-271272-6678 DONNA.STERN@FNTG.COM	3000 00000	3000 00
I hereby certify that the goods/services on attached invoice(s) have been received and that payment is in order. This is a <input type="checkbox"/> Partial payment <input type="checkbox"/> Final payment on this P.O. Payment amount approved: \$ _____ Signature _____ Date _____					
Total of Purchase Order					3000 00

ORDER SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE
 BILLING INSTRUCTIONS: SHOW PURCHASE ORDER NUMBER
 ON ALL INVOICES. NOTE: PAYMENTS MAY BE DELAYED UNLESS
 BILLING INSTRUCTIONS ARE FOLLOWED EXACTLY

SEND ORIGINAL INVOICE TO:
 SHELBY COUNTY DIVISION OF PLANNING
 DEVELOPMENT
 25 N. MAIN, RM 468
 MEMPHIS, TN 38103
 01-576-7197

Christin L. Webb
 APPROVED ADMINISTRATOR OF PURCHASING

05/23/19
 Date

Christin L. Webb
 Authorized Signature

TERMS AND CONDITIONS

- 1 VENDOR: Shall in all cases be the Seller.
- 2 BUYER: Shall in all cases be the Shelby County Government/Purchasing Department.
- 3 ACCEPTANCE: This order with any attachments, constitutes the entire agreement of the Vendor and Buyer. No waiver or modification or additions to the terms of this order shall be valid unless in writing and signed by the Vendor and Buyer.
- 4 PRICES: The Buyer shall not be billed at prices higher than those stated on the front of this order. Unless otherwise specified, the price stated includes all charges for packing, hauling, storage and transportation to point of delivery. No taxes shall be included in this price except those which Vendor is required by law to collect from Buyer. If there are any of these taxes, then they shall be listed separate on the Vendor's invoice. Finance charges, interest and/or penalties for late payment will not be paid on this purchase order.
- 5 PACKAGING: Seller with package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name, address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided.
- 6 TITLE & RISK: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
- 7 TRANSPORTATION CHARGES: F.O.B. destination unless delivery terms are specified otherwise in bid, Buyer agrees to reimburse Seller for transportation costs in the amount specified in the Seller's bid, or actual cost, whichever is lower, if the quoted delivery terms do not include transportation costs, provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
- 8 DELIVERY: Substitutions will not be accepted. Partial shipments shall be allowed, however, the shipment shall be completed by the date shown on this order or order shall be subject to cancellation by Buyer. Vendor shall not ship excess quantities without Buyer's prior approval.
- 9 INVOICING: Vendor shall invoice all shipments in duplicate. The invoice shall describe the items, reflect any applicable terms of payment, and must show the Purchase Order Number. Unless this Purchase Order Number is shown on the invoice, it may be returned to the Vendor. The invoice shall be an original or a certified copy by the Vendor.
- 10 GRATUITIES: Shelby County Government may, by written notice to the Seller, cancel any contract and /or purchase order without liability to Seller if it is determined by the County that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officials or employee of the County with a view toward securing a contract for securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event the contract and/or purchase order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.
- 11 WARRANTIES: Seller warrants that the items and services covered hereunder will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, expressed, implied or statutory. Payment for, inspection of, or receipt of articles or services shall not constitute a waiver of any breach of warranty.
- 12 AUTHORIZATION FOR CHANGES: Only the Administrator of Purchasing or his designated person has the authority to change any description, price or delivery date on this Purchase Order. If the terms listed hereon were purchased by the Buyer on a formal bid form, then NO change in above will be made.
- 13 DEFAULT-CANCELLATION: Buyer reserves the right by written notice of default, to cancel the order, without liability to Buyer, in the event of the happening of any of the following: insolvency of Seller, the filing of voluntary petition in bankruptcy of Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a Receiver or Trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors. If Seller fails to perform as specified herein, or if Seller breaches any of the terms hereof, Buyer reserves the right, without any liability to Buyer, upon giving Seller written notice, to (1) cancel this order in whole or in part, by written notice to Seller and Seller shall be liable to Buyer for all damages, losses and liability incurred by Buyer directly or indirectly resulting from Seller's breach, or (2) obtain the goods ordered herein from another source with any excess cost resulting therefrom, chargeable to Seller, if such deficiencies are not remedied. The remedies herein provided shall be cumulative and in addition to any other remedies provided at law or in equity.
- 14 INDEMNIFICATION: Seller agrees to indemnify and hold harmless Buyer, its successors and assigns, customers and users of its products against all suits at law or in equity and from all damages, claims and demands arising out of death or injury, to any person or damages to any property alleged to have resulted from the goods hereby ordered, and, upon the tendering of any suit or claim to Seller, to defend the same at Seller's expense as to all costs, fees and damages. The foregoing indemnification shall apply whether as to all costs, fees and damages. The foregoing indemnification shall apply whether Seller or Buyer defends such suit or claims and whether the death, injury or property damage is caused by the sole or concurrent negligence of Seller or otherwise.
- 15 PATENT INDEMNIFICATION: Seller shall indemnify and save harmless Buyer, its successors, assigns, customers or users of its products, from and against all loss, liability and damage, including costs and expenses, resulting from any claim that the manufacture, use, sale or resale of any goods supplied under this order infringe any patent or patent rights, and Seller shall when notified, defend any action or claim of such infringement at its own expense.
- 16 ASSIGNMENT: Neither the contract or this purchase order, nor this order nor any rights or obligations herein may be assigned by Seller, nor may Seller delegate the performance of any of its duties hereunder without, in either case, County's prior written consent. Any assignment or attempted assignment, or any notice to third parties, without consent of the County, shall be cause for termination of the contract and/or purchase order at the option of the County.
- 17 EQUAL EMPLOYMENT: To comply fully with the equal requirements of Title VII of Civil Rights Act of 1964, and with Title VI of the Civil Rights Act of 1964.
- 18 CONFLICT OF INTEREST: No part of the total contract and/or purchase order amount shall be paid directly or indirectly to any official or employee of the County of Shelby Tennessee as wages, compensation, or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.
- 19 HANDICAP, RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN: No person on the grounds of handicap, race, color, religion, sex or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of the contractor (vendor).
- 20 APPLICABLE LAW AND VENUE: The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the State of Tennessee. By acceptance of this order, the vendor agrees that the venue for any cause of action arising pursuant to same shall be the courts of the State of Tennessee and any attempt by vendor to limit the effect of this provision shall be null and void.
- 21 UNIFORM COMMERCIAL CODE: If any provisions of this agreement are in conflict with the provisions of Title 47, Chapters 1 through 9, TCA, it is the intent of this agreement to modify or vary the provisions of Title 47 of the TCA.
- 22 LIABILITY: Any attempt by Vendor to limit its liability for goods or services provided under this purchase order shall be void and of no effect.

Vazquez, Jim

From: Goss, Bill <William.Goss@shelbycountyttn.gov>
Sent: Monday, June 10, 2019 1:23 PM
To: 'Stewart, Matt'; STEVE TACKER
Cc: Eason, Kevin; Morris, Jason; Sanders, Darren; Vazquez, Jim; Needham, Tom; Norville, Cliff
Subject: RE: HUD Resiliency Grant Project-Wolf River Greenway Trail; Project No. 3-NDR-07; Phase No. 07 - from Douglas Park. to N. Highland St. - Notice to Proceed with Title Searches for Tract Nos. 01, 02, 03, 04 & 05
Attachments: NTP.CTIC.TS.19-0610.pdf; PO.CTIC.19-0523.pdf

Matt,

Thanks for your submitted fee quote to do the title searches on the five (5) above referenced properties. This is to advise you that, based upon your bid, you have been selected to do the title searches on these properties. Attached is a PDF containing a scanned copy of your Notice to Proceed with these five (5) title searches as well as a scanned copy of the issued Purchase Order No. B032472.

Let me know if you need any additional information. Thanks again for your availability and involvement with this project.

Best Regards,

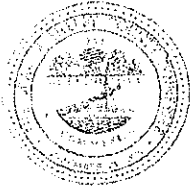


Bill Goss, Manager
Right of Way Services
Shelby County Government
Roads Bridges & Engineering Dept.
6449 Haley Rd.
Memphis, TN 38134
E-mail: William.Goss@shelbycountyttn.gov
Office Phone: (901) 222-7715
Cell Phone: (901) 508-4038



Please do not print this e-mail unless necessary

Notice: This message is confidential, is intended only for the named recipient(s) and may contain information that is privileged or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that the dissemination, distribution or copying of this message is strictly prohibited. If you received this message and are not an intended recipient, please delete it from your computer.



Shelby County Government

Lee Harris
Mayor

June 10, 2019

Mr. Matt Stewart
Title Plant Production Manager
Chicago Title Insurance Company
6060 Poplar Avenue, Suite I.L-37
Memphis, TN 38119

Re: **NOTICE TO PROCEED WITH FIVE (5) TITLE SEARCHES**

Project Name: HUD Resiliency Grant Project – Wolf River Greenway Trail, Phase No. 07
Project Location: Douglas Park to N. Highland St.
Subject Properties: Tract Nos. 01, 02, 03, 04 & 05
Project No. 3-NDR-07 Purchase Order No. B032472

Dear Mr. Stewart,

Thanks for your fee quote submitted to do the five (5) title searches covering the above referenced properties in response to Shelby County Government's 05/09/19 request for such fee quote. This is to notify you that based upon your submitted fee quote Shelby County Government has selected you to do these five (5) title searches.

According to your fee quote, you will provide all five (5) of the above described title searches for a total fee not to exceed \$3,000.00.

On behalf of Shelby County Government, please accept this letter as your "Notice to Proceed" immediately with this title search assignment. Should you need additional information relevant to this title search assignment, please call me at 222-7715. As you complete these title searches, please include on your submitted invoices Project No. 3-NDR-07 and Purchase Order No. B032472 for payment processing. On behalf of Shelby County Government, thank you in advance for your involvement on this project!

Best Regards,

A handwritten signature in black ink that reads "Bill Goss".

Bill Goss, Manager
Right of Way Services
Shelby County Government
Roads, Bridges & Engineering Dept.

Cc: Darren Sanders
Tom Needham
Jim Vazquez
Kevin Eason
Jason Morris
Steve Tacker