



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

Purchase Order No.
P036309

Issue Date
03/18/20

**Purchase Order**

Vendor No.	Delivery Required	Terms	Ship Via	F.O.B	Requisition No.
A1318	04/01/20	N30		DEST	R078301

Issued **DOUGLAS B. HALL & ASSOCIATES, INC.**  
 To 9160 HIGHWAY 64, SUITE 12-107  
 LAKELAND, TN 38002

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

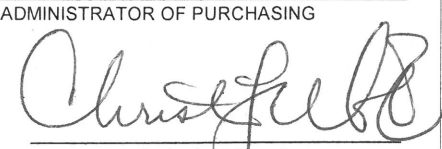
EOC #: EOC-S-0221-28381  
 Buyer: SONJA WORTHY

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 APPRAISAL SERVICES, BID #1  HUD RESILIENCY GRANT PROJECT - BIG CREEK WETLAND & RECREATION AREA  *RESOLUTION ATTACHED* COMMODITY: 946/15 ACCOUNT DISTRIBUTION: 297-271271-7012	26500.00000	26500.00
<b>Total of Purchase Order</b>					<b>26500.00</b>

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  
 125 N. MAIN, RM 468  
 MEMPHIS, TN 38103  
 901-576-7197

_____ Christin L. Webb APPROVED: ADMINISTRATOR OF PURCHASING	
03/18/20 _____ Date	 _____ 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, handling, 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 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 official or employee of the County with a view toward securing a contract for or employing of the County with respect to the awarding or securing favorable treatment with respect to the awarding or 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, 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 a voluntary petition in bankruptcy of Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of an assignee 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 and expenses, resulting from that the manufacturer, producer, from and against all loss, liability and damage, including costs and expenses, resulting from this order in the manufacture, sale, use or resale of any goods supplied under this order in the 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 the prior written consent of the County's prior written consent. Any assignment or attempted assignment, or any nature 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 the 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.

# APPRAISAL BID

Company Name: Douglas B. Hall & Associates, Inc.  
 Contact Name: Douglas Hall, MAI, CRE  
 Contact Address: 9160 Highway 64, Suite 12-107  
 Lakeland, Tennessee 38002  
 (901) 485-1937  
 douglashallmai@comcast.net  
 EOC-S-0221-26581  
 A1318

Contact Phone:  
 Contact Email:  
 Shelby County E.O.C. Number:  
 Current Vendor Number:

Project No.: AM2017-002A

Phase No.	Tract No.	Tax Parcel No.	Ownership	Property Size/Acres	Appraisal Fee
01 - Recreation	25	M0126 00100	Phillips, Joanna, et al	75.6	\$3,000.00
	30	M0126 00102	James Aycock Jr.	8	\$3,000.00
2	1	M0115 00721	Clinton Jr. & Lawrence Boyd	3.487	\$3,000.00
	2	M0115 00719	Clinton Jr. & Lawrence Boyd	24.41	\$2,500.00
2	3	M0126 00111	Comspark Investments	3.163	\$2,500.00
	4	M0126 00113	Xiaohu Wang	4.298	\$2,500.00
2	5	M0126 00115	Meilissa Garrison	4.483	\$2,500.00
	6	M0126 00117	Mackling Josh & Amanda	15.329	\$2,500.00
2	7	M0126 00119	Mackling Josh & Amanda	19.054	\$2,500.00
	8	M0126 00121	Mackling Josh & Amanda	65.584	\$2,500.00
<b>Total Fees</b>					<b>\$26,500.00</b>
<b>Appraisal Bid No. 1</b>					
2	10	M0126 00260	Jones Lee Wood & Juanita E Jones	20.484	\$2,500.00
	11	M0115 00776	Jones Lee Wood & Juanita E Jones	1.092	\$2,500.00
2	12	M0115 00777	Jones Lee Wood & Juanita E Jones	2.645	\$2,500.00
	13	M0126 00126C	Jones Lee Wood & Juanita E Jones	16.213	\$2,500.00
3	1	M0127 00256	Jones, Henry Lee	34.909	\$3,000.00
	3	M0127 00257	Jones, James E	5.017	\$2,500.00
3	4	M0127 00258	Jones, James E	9.773	\$2,500.00
	6	D0127 00253	Johnston, Jr., Wallace E.	113.11	\$3,500.00
<b>Total Fees</b>					<b>\$21,500.00</b>
<b>Appraisal Bid No. 2</b>					
3	7	D0127 00077	Harris Family Trust	74.86	\$2,500.00
	8	D0127 00018	Myles, William E. & Emalyn L.	25	\$2,500.00
3	9	D0127 00065	Cespedes, David R.	29.502	\$2,500.00
	10	D0127 00017	First Tenn National Assn, Trustee (Thompson Trust)	50.505	\$3,000.00
3	15	D0127 00243	Williams, Robert	7.16	\$2,500.00
	16	D0127 00244	Blaydes, IDA M	7.16	\$2,500.00
3	17	D0127 00245	Harris, James E	7.16	\$2,500.00
	<b>Total Fees</b>				
<b>Appraisal Bid No. 3</b>					