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May 19, 2017

**REQUEST FOR PROPOSAL 17-0995GD  
CAPITAL IMPROVEMENT PROJECT MANAGEMENT SOFTWARE & IMPLEMENTATION**

**ADDENDUM No. 1**

**CLARIFICATION QUESTIONS**

The following Addendum is issued to add to, modify, and/or clarify the Request for Proposals (RFP) documents. The items contained within this Addendum shall have the same force and effect as the original RFP documents. Proposers shall acknowledge receipt of this and any other addenda issued pursuant to this Request for Proposal in their proposal.

If you have submitted a proposal prior to receiving this Addendum, you may request in writing that your original, sealed proposal be returned to your firm. All sealed Proposals will be opened on the date stated, in conformance with the additions listed herein.

**Clarification Requests as submitted by Proposers**

**Question 1:** The RFP indicates an integration with SunGard; does the RFP ask for the integration to be included in the scope and proposal or does the RFP ask that we are able to integrate with SunGard?

**Response:** Section B.02 paragraph two (2) states the Proposer shall be able to integrate with the County's SunGard ONESolution product. As a minimum the integration includes a one-way interface; it is the County's preference for a two-way interface. Proposers shall clearly identify any cost associated with providing a one-way and two-way interface. Proposers shall provide specific examples of successful implementation of interfaces with ONESolution.

**Question 2:** The RFP language suggests that we must provide an analysis of existing workflows and submit a design plan. Is this something that precedes the RFP response or is this something that must be part of the proposed SOW?

**Response:** This is intended to be an integrated portion of the project implementation. This will occur once a successful Proposer is selected. Typically in the early stages of the contract phase there is a 'discovery phase' to for the Vendor to understand the County process, recommending consideration of industry best practices, the Vendor then proposes recommended work flow/design plan for use by the County.

Proposer should include a description of how they propose to implement this requirement and provide examples of successful previous projects.

**Question 3:** The RFP language refers to an automated "Land Acquisition Process" as a functional part of the system. I did not see additional specifications to define this process. Could you please clarify?

**Response:** The "Land Acquisition Process" must be included in the work flow design process. As such, the steps will be included in the off the shelf work flow process of standard implementation. For further information see Question #13 response.

**Question 4:** The RFP language refers to a "Risk Management Capability Tool". I did not see additional specifications to define this tool. Could you please clarify?

**Response:** This is a requirement discussed in detail in paragraph B04.06. The exact function of how it would work is up to the Proposer to determine based on their solution.

**Question 5:** The RFP language specifies a sync with AD. Is the purpose of this integration to pull authentication, or to update a project requester database?

**Response:** The Active Directory intent is to utilize the login and password data already contained and maintained by the County. Proposer should state in response their approach to addressing.

**Question 6:** Is there a specification toward a specific database? (SQL, Oracle, etc)

**Response:** The County supports both. In general for new systems we look to SQL first and Oracle second.

**Question 7:** Do confirm that the users for this tool will be subscribers of Office 365 Mail & SharePoint. Do you also have subscriptions to Power BI & Project Online as well?

**Response:** The County users have full suite of Office 365 and SharePoint which is utilized. Power BI and Project Online are in pilot phase and not yet a fully implemented.

**Question 8:** Do specify the number of users

- a. Internal Users
  - i. Users managing projects
  - ii. Remaining users
- b. External Users

**Response:**

- a. Internal Users
  - i. Direct project managers ~ 14,
  - ii. Remaining users ~33
- b. External users ~10.

These are only an estimates of anticipated usage. The total number of required licenses/seats will be a business decision based how the solution is purchased, via named users or concurrent logins.

**Question 9:** What functionality is expected for External Users (Vendors?).

**Response:** At a minimum the County is looking for Vendors to have the ability to be incorporated in the next step work flows, document submission, document review, document approval. These are examples not an all-inclusive list.

**Question 10:** If Manatee County has had product demos or discussions with vendors providing this type of software, do name them.

**Response:** County has seen Aurigo and eBuilder demonstrations.

**Question 11:** For the current CIP do provide the documents that show the current scenarios & criteria evaluated for Projects of Record.

**Response:** This does not exist. Only the listings made available from the link provided in the RFP exist.

**Question 12:** B.03.2 1. Program Planning

- a. This requirement seems to be only the evaluation of unfunded projects that are NOT in Design/Bid/Construction phases. If not, explain what functions you require during the funded Design/Bid/Build phases
- b. What automation in the funded projects for Design/Bid/Construction phases is required?
- c. How do uncontrollable items (FDOT & Utility relocations) affect an unfunded project? A Funded project?

**Response:**

- a. The County is looking for a solution that allows the reordering of projects numerous times to see impacts in schedules and budgets related to the changes. This reordering is relevant to the funded and unfunded projects.
- b. The County is looking for functionality to allow fast easy adjustments to project funding levels, schedules and resulting impacts to the other when only one item changes. The County government needs the ability to track programed/budgeted funding and encumbered funding.
- c. The County does not anticipate the typical uncontrollable items to relate to unfunded projects other than having a requirement to be done before or after another funded or unfunded project. Uncontrollable items (FDOT & Utilities) mostly affect funded project schedules. In many cases a project may be awarded but gas, phone or electric may be still doing relocations and not allow the contractor to make meaningful progress on the awarded job.

**Question 13:** B.03.2 2. Automating Land Acquisition....

- a. It was discussed in meeting you have documents and spreadsheets describing this process. Do provide this so vendors can evaluate the breadth of this need.

**Response:** Please find documents attached titled: Appraisals, Deeds, Descriptions and Sketches, Property Acquisition Policies and Procedures, Offer Letters and Property Acquisition's Work-Flow.

**Question 14:** If this is to be included, do share the budget information tracked per project.

**Response:** This will be simply a budget allocation based on acreage needed by the designer.

**Question 15: Sample Project Status report**

- a. Purchasing – where is this information currently stored. If excel, please send copy.
- b. Permitting — where is this information currently stored. If excel, please send copy.
- c. Funding - — where is this information currently stored. If excel, please send copy.
- d. Land Acquisition – where is this information currently stored. If excel, please send copy.

**Response:**

- a. Currently this is basic tabular data used to record of key dates and figures associated with the project. The dollar amounts and Purchase Order numbers come from the ONESolution finance and accounting system.
- b. This is a listing of the permits required for the project along with dates, numbers and statuses.
- c. This a summary of information included in the ONESolution finance and accounting system but formatted for use in this report.
- d. This is information managed manually that is summarized on the report.

**Question 16: Migration**

- a. Is there any legacy project information that needs to be imported one time? If so, identify source and data.
- b. Is there any county applications data that need to be imported on a regular basis? If so, name application and data to be imported.

**Response:**

- a. The County is requesting the successful Proposer enter all of the existing CIP basic information into the proposed solution to establish basic functionality of the solution. Successful Proposer need to determine whether this is automated or manual process.
- b. See response to Question #1

**Question 17: C.01.14 - We are a privately held company and therefore our financials are not publicly available. Can we share our D&B report for this requirement?**

**Response:** A financial statement or tax return from a Certified Public Account can be provided along with D&B report. Any information considered "Confidential" shall be submitted in accordance with Section C.01.3 "Trade Secrets" direction in the RFP.

**Question 18: General - For the forms that vendors need to fill and include in the RFP response, can the County provide editable Word forms?**

**Response:** Hand printed information with signature as specified is acceptable on Attachment A and Attachment B.

**Question 19: Section C.01.17.3 references B.03.1 thru B.03.04 but these are not in Section B. Please clarify.**

**Response:** Section B.04 Business Requirements and sub-sections were mislabeled and should be label B.03.3. Section C.01.17.3 reference is hereby changed to be read B.03.1, B.03.2 and B.03.3.01 thru B.03.10 (previously label B.04.01 thru B.04.10).

**Question 20:** Do you have a preference for software-as-a-service (vendor-hosted cloud) versus self-hosted solution?

**Response:** The County does not have a preference. It is up to the Proposer to recommend the overall best value solution which meets the requirements of the RFP.

**Question 21:** Do you require the CIP Management Software to integrate with any of your existing systems? Please provide a list of such systems along with data migration requirements.

**Response:** Refer to Question #1 response as it relates to Sun Gard ONESolution finance and accounting system. As stated in in Question # 7 response the County utilizes Office 365. The County utilizes OnBase for document file storage. Proposers shall provide an interface to OnBase and ESRI GIS. Proposers shall identify the cost of implementing and testing these interfaces. There are no data conversion requirements.

**Question 22:** Do you require vendors to sub-contract work to Minority/Women Business Enterprises? If yes, is there a defined goal that vendors need to meet?

**Response:** This is not a requirement to sub-contract work to Minority/Women Business Enterprises.

**Question 23:** Please provide the number of, and breakdown of, the types of users (internal and external) expected for the Capital Improvement Project Management Software.

**Response:** see response to Question #8

**Question 24:** Please provide the projected annual average capital spend for the Manatee County Public Works Department over the next three years.

**Response:** Refer to page 9 of the Manatee County CIP pdf document provided via URL in RFP for this information.

**Question 25:** Is it required for Proposer to have experience with ONESolution previously?

**Response:** Proposer shall provide specific examples of successful experience with integrating with ONESolution. County prefers this to be at least a one-way interface or two-way if possible.

All other terms and conditions of Request for Proposal 17-0995GD remain unchanged.

No additional questions will be considered after the issuance of this Addendum.

Proposals are to be submitted by **June 6, 2017 at 3:00 P.M.** in the Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

Sincerely,



Greg Davis

Contracts Negotiator

MANATEE COUNTY GOVERNMENT



**QUESTION No. 13**

**ATTACHMENTS**

- **Appraisals,**
- **Deeds**
- **Descriptions and Sketches**
- **Property Acquisition Policies and Procedures**
- **Offer Letters**
- **Property Acquisition's Work-Flow.**

## **APPRAISALS**

Professional Real Property Appraisal Reports may be required to determine values of proposed rights-of-way, permanent easements, temporary construction easements, and impact fee credits. Directions for the requirement for an appraisal will be directed by the department responsible for the request ("requesting department"). If in doubt, contact the initiator of the request.

The Purchasing Division of the Financial Management Department is responsible for procuring and maintaining contract agreements with appraisal vendors for any reports needed.

Approved Appraisal Vendors may be found via the MGCiNet link listed below:

<https://home.mymanatee.org/inet/home/departments/financial-management/fmd-divisions/purchasing/contracts.html>

The Property Acquisition Division Manager, or an assignee, selects a particular vendor based on various factors, such as price, availability, past performance and reputation.

The Division Manager assigns a Real Property Specialist to provide the potential vendor(s) with the details of the project in order to obtain a cost proposal from them for the work to be performed. The proposals/bids are evaluated by the Division Manager, who will select a vendor. The Real Property Specialist will then prepare the necessary documents and arrange the specific assignment for processing as follows:

1. Submit a draft Work Assignment to the selected appraiser and request their signature and Work Assignment Number they assigned to the project.
2. Prepare a Memorandum (see attached example) to the requesting department signed by the Property Acquisition Division Manager.
3. Deliver the signed Work Assignment Memorandum and Work Assignment to the requesting department.
  - a. For Project Management requests: Send the signed Memorandum and Work Assignment to the attention of the Project Manager (See example in SOP Manual).
  - b. For Impact Fee Credit requests: Send the signed Memorandum and Work Assignment to the Impact Fee Program Manager. Note: This Memorandum should be addressed to the attention of the Purchasing Official (See example in SOP Manual). A Property Management Purchase Request Form is an additional requirement for these requests (See example in SOP Manual).

Obtain email confirmation from purchasing that the order has been placed (See example in SOP Manual).

Upon receipt of the appraisal, notify the requesting department of the completed report and remit the invoice for payment.



## DEEDS

A deed is any legal instrument in writing which passes, affirms or confirms an interest, right, or property and that is signed, attested, delivered, and in some jurisdictions, sealed. It is commonly associated with transferring title to property. Interests include:

*Fee Simple Interest.* The most common estate for owning a real property interest is the “fee simple absolute,” often shortened to “fee simple.” A fee simple property interest is the broadest estate described under law, and has the following distinguishing features: (i) the owner of a fee simple property interest has the sole power to dispose of such property interest; (ii) upon the current owner’s death, and in the absence of instruction (i.e., a will), the property interest automatically transfers to an owner’s heirs; and (iii) the property interest continues until the current holder dies without heirs. In most situations when a single buyer wishes to acquire real property, typically such buyer will want to acquire a fee simple interest (with no others having joint interests, future interests, or possessory interests that could supplant the buyer’s interest in the real property).

*Joint Estates.* Joint estates allow two (or more) parties to own title to real property at the same time. However, there are different types of joint estates, each with distinguishing characteristics:

*Joint Tenancy.* In order to have a joint tenancy, four different “unities of ownership” are required:

1. **Time.** Each owner must receive title at the same time.
2. **Title.** Each owner must receive title via the same deed or instrument.
3. **Interest.** Each owner must receive the same proportionate and equal share of ownership.
4. **Possession.** Each owner must have the identical right of possession. Unlike a tenancy in common (discussed later), a joint tenancy includes the right of survivorship (i.e., the interest held by each joint tenant, upon the death of such joint tenant, will pass to the other joint tenants). If a joint tenant sells or conveys its interest in the real property to a third party, then the joint tenancy is broken, and a tenancy in common is deemed to have been created.

*Tenancy by the Entirety.* This is a specific type of joint tenancy that arises between a husband and wife when a single instrument conveys real property, but nothing is stated in the conveying instrument about the nature of such couple’s ownership. A tenancy by the entirety entitles a surviving spouse to take title to all of the real property upon the death of the other spouse.

*Tenancy in Common.* With a tenancy in common, there is no limit as to the number of individuals who can share ownership of a particular parcel of real property. Tenants in common hold one unity or requirement that is similar to a joint tenancy: the right of possession. However, unlike joint tenancies, upon the death of a co-tenant, the interest of the deceased will pass to such co-tenant’s heirs (not to the other co-tenants). This type of co-ownership allows each co-owner to choose who will inherit the tenant in common interest upon such co-owner’s death. Tenancies in common have often been used among co-owners of multi-unit properties, who each wish to have exclusive usage rights to a particular area of the property, without the formalities associated with establishing condominium regimes, or when ownership needs to be separately held for other reasons (e.g., in connection with a property exchange pursuant to



Section 1031 of the Internal Revenue Code [IRC] of the United States). Although each tenant in common owns an undivided property interest (i.e., none of the tenants can exclude the others from any portion of the property), the rights of particular tenants in common can be limited and modified by contract, using what is commonly called a “Tenants In Common” or “TIC” Agreement. Under a TIC Agreement, and unlike joint tenancies, the tenants in common can agree to have unequal shares in the underlying real property. One key feature that may be included in a TIC Agreement is an option that allows some owners to buy out the interests of the other tenants in common. If considering such a mechanism, then the parties must negotiate to establish when the buy-out may be exercised, when or if an exercised buy-out can be refused, and what are the agreed upon buy-out prices. Since the laws governing joint estates and tenancies in common can vary from jurisdiction to jurisdiction, the drafter of such contracts must be aware of the pertinent local laws, which could potentially supersede any written TIC Agreements.

### ***General Warranty Deed***

A buyer of real property is best protected by having the property conveyed via a general warranty deed. A general warranty deed expressly guarantees the grantor’s good and marketable title to the property and the grantor’s unfettered right to sell the property to the grantee. The guarantee is not limited to only the time the grantor owned the property, but instead extends to the entire chain of the property’s ownership (as may be limited in time by certain state or local statutes). In other words, the grantor not only guarantees that clear title was received from the previous owner of the property, but also guarantees that no other parties, past or present, retain an interest in the property. In addition, a general warranty deed also typically includes the following covenants of title:

*Covenant of Seisin:* A covenant that the grantor has an estate (or the right to convey an estate) of the quality and size that the grantor purports to convey (i.e., the grantor has both title to and possession of the property at the time of conveyance to the grantee).

*Covenant to Convey Free from Encumbrances:* A covenant that the property is being conveyed to the grantee without any liens or encumbrances (except for those specifically disclosed in the deed).

*Covenant of Quiet Enjoyment:* A covenant ensuring that the grantee will not be disturbed, or dispossessed of the property, by grantor or a party having a lien or superior title (claimed by or through grantor or any of grantor’s predecessors in title).

*Covenant to Defend Title:* Most importantly, a covenant ensuring the defense of title against claims of all third parties (even if the claim related to a prior period when the property was owned by a party other than the grantor and grantee), and if title is discovered to not be clear (also known as “defective” title), then grantor will compensate the grantee for any resulting damages. Some examples of defects in title include claims of previously unknown heirs, claims of lenders/mortgagees, outstanding tax liens, judgment liens, or materialmen’s liens.

### ***Special Warranty Deed***

With a special warranty deed, the grantor limits the title warranty given to the grantee to anyone claiming by, from, through, or under the grantor (but not any predecessors in title).

By using a special warranty deed, the grantor is only warranting to defend title against grantor's own actions or omissions, and the grantor does not warrant to defend against title defects that existed before the grantor's ownership of the property. The special warranty deed is not nearly as protective of the buyer as is the general warranty deed, and therefore, sellers prefer special warranty deeds over general warranty deeds for conveying real property interests.

The argument of whether to use a special warranty deed over a general warranty deed revolves around the question as to which party is in the best position to know about title defects, and how the risk of title defects should be allocated. Although sellers are arguably better positioned than buyers to discover (or have knowledge of) title defects, realistically, sellers cannot be expected to research the entire historical chain of title for a given property. As a result, most sophisticated parties rely on title insurance, which covers many types of losses that may occur if title defects are discovered. Before issuing title insurance policies, most title companies will perform a thorough search of the applicable title records to determine whether any title defects are present. If a buyer of real property is able to obtain title insurance, then that buyer need not be as concerned with accepting a special warranty deed in lieu of a general warranty deed.

***OWNERSHIP VESTS IN TRUSTEE*** (Pursuant to **FS 689.073** Powers conferred on trustee in recorded instrument)

Every conveyance, deed, mortgage, lease assignment, or other instrument heretofore or hereafter made, hereinafter referred to as the "recorded instrument," transferring any interest in real property, including, but not limited to, a leasehold or mortgagee interest, to any person or any corporation, bank, trust company, or other entity duly formed under the laws of its state of qualification, which recorded instrument designates the person, corporation, bank, trust company, or other entity "trustee" or "as trustee" and confers on the trustee the power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and dispose of the real property described in the recorded instrument, is effective to vest, and is declared to have vested, in such trustee full power and authority as granted and provided in the recorded instrument to deal in and with such property, or interest therein or any part thereof, held in trust under the recorded instrument.

**689.07** "Trustee" or "as trustee" added to name of grantee, transferee, assignee, or mortgagee transfers interest or creates lien as if additional word or words not used.—

Every deed or conveyance of real estate heretofore or hereafter made or executed in which the words "trustee" or "as trustee" are added to the name of the grantee, and in which no beneficiaries are named, the nature and purposes of the trust, if any, are not set forth, and the trust is not identified by title or date, shall grant and is hereby declared to have granted a fee simple estate with full power and authority in and to the grantee in such deed to sell, convey, and grant and encumber both the legal and beneficial interest in the real estate conveyed, unless a contrary intention shall appear in the deed or conveyance; provided, that there shall not appear of record among the public records of the county in which the real property is situate at the time of recording of such deed or conveyance, a declaration of trust by the grantee so described declaring the purposes of such trust, if any, declaring that the real estate is held other than for the benefit of the grantee.

## ***Grant Deed***

Grant deeds are distinguished from warranty deeds (whether general or special) in that grant deeds do not require the grantor to defend title claims (whether for all time as with a general warranty deed, or only during grantor's ownership of the property as with a special warranty deed). Note that grant deeds are not universally available in all states, so be sure to check local statutes to determine whether use of this deed type is permitted. Typically, a grant deed only contains the following covenants of title:

- A covenant that the grantor has not previously sold the real property interest now being conveyed to the grantee.
- A covenant that the property is being conveyed to the grantee without any liens or encumbrances (except for those specifically disclosed in the deed).

In review, a grant deed transfers a grantor's ownership interest in real property, and covenants that title has not already been transferred to another party or been encumbered (except as explicitly set forth in the deed). By contrast, a warranty deed also transfers a grantor's ownership interest in real property, and explicitly warrants to the grantee that: (i) the grantor has good and marketable title to the property, and (ii) the grantor agrees to defend the grantee against third-party claims to title of the property.

## ***Quitclaim Deed***

A quitclaim deed conveys a grantor's complete interest in real property, but does not warrant or profess that the grantor's claim of title is actually valid. In other words, a quitclaim deed only transfers whatever ownership interest a grantor has in a particular property, but makes no guarantees about the extent of the grantor's interest in such property, if any. Essentially, a quitclaim deed only conveys to a grantee whatever rights the grantor has in the subject property, and makes no assurances or warranties that the grantor actually has a valid ownership interest in the subject property, but if the grantor does possess a valid ownership interest, then grantor conveys such ownership rights to the grantee. When a buyer accepts a quitclaim deed, then that buyer also accepts the risk that the grantor may not have a valid ownership interest in the property being conveyed, and there may be additional ownership interests or claims to title. Title insurance companies may be reluctant to issue title insurance policies if the subject property was conveyed to the proposed insured (i.e., the buyer) using a quitclaim deed.

Quitclaim deeds are most frequently used when there is a potential for a title defect (sometimes referred to as a "cloud" on the chain of title). Common instances where quitclaim deeds may be appropriate include:

- when there is uncertainty about whether a particular heir of a prior property owner may have a claim to the property;
- when a party may have acquired title to the property by adverse possession;
- when the division of property is necessary for divorcing couples, with one spouse signing all of his or her rights in a particular piece of real property over to the other spouse; or
- when there is a possibility that another party may have some other type of remaining interest in the property (e.g., a leasehold interest of a former tenant, or an

outstanding option to purchase the property), and the current owner or prospective buyer of such property wants such other party to disclaim any such interest.

Be careful when considering a quitclaim deed, since it cuts off claims against prior owners. If the use of a quitclaim deed is part of a related party or internal transfer (e.g., as part of an estate plan), then it is important to consider purchasing an endorsement to the title policy (if available and cost effective) to ensure the grantee can claim against and through the grantor's title insurance policy.

## **DESCRIPTION AND SKETCHES**

Any and all conveyances to Manatee County or from Manatee County, i.e., rights-of-way for deeds or easement locations require a description and sketch of the area being conveyed by a licensed surveyor. FDOT will only provide a description (no sketch). The county surveyor (Survey) is responsible for preparing and reviewing all surveys. All requests for surveys should be directed to the county surveyor.

The surveyor will need a 30 year title search on every parcel for acquisition in order for the surveyor to locate property corners, boundaries, existing rights-of-way, etc.

Once the field study has been completed, descriptions and sketches are prepared based on the engineering drawings for the project. Right-of-way maps are then prepared by the surveyor and provided to Property Acquisition.

The descriptions and sketches are emailed to the Real Property Specialist (RPS). The RPS will send the descriptions and sketches to Survey for compliance review. Survey will work with the appropriate surveyor for any discrepancies found. After determined acceptable, Survey will request three (3) signed and sealed sets for acquisition.

If Property Acquisition is provided with a description and sketch as a requirement of a Final Site Plan or a Vacation request, the description and sketch must first be reviewed by the Survey division before processing.

The Property Appraiser's Office reviews all recorded conveyances (i.e., rights-of-way, easements) to the County. If it is determined a discrepancy exists within the description, sketch or the parties named in the transaction, they will notify Property Acquisition of the variance for further review. If the difference is found to be accurate, a corrective conveyance document will have to be prepared to state that there was a scrivener's error in the previously recorded instrument, as recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_ on a specific date, the corrective document will have to be executed by the property owner(s), and explained in the Agenda Memorandum what the reason was for the re-accepting and re-recording of the instrument.

## **Property Acquisition Policies and Procedures**

Once a project has been approved by the Board of County Commissioners, it is assigned to a Project Manager in the Public Works Department. There are five criteria that all aspects of the project need to keep in mind when designing, managing and acquiring property. They are:

Safety  
Costs  
Alternative Alignments  
Long Range Planning  
Environmental Factors

### **Property Acquisition Responsibilities:**

#### **1) TITLE SEARCHES:**

All of the parcels within the proposed scope of the project need to be identified by the Surveyor and a list given to Property Acquisition. Title searches can then be ordered.

- a) An email request is made to the Project Manager requesting a Work Directive for the required title searches, i.e., 13 searches @ vendor contract price.
- b) A request is sent via email to the title search vendor to have them complete a work assignment. The work assignment will include the following: total price, Project Name and number if applicable, assignment number (external number provided by vendor) and executed by the vendor and returned to the Real Property Specialist.
- c) Upon receiving a completed work assignment, the Real Property Specialist will draft a memo (see examples attached) to the department making the request (e.g., Public Works, Utilities, etc...).
- d) Finally, the requesting department will draft a memo (no action needed from Property Acquisition) to the Purchasing Division to confirm the total cost and notice to proceed (NTP). The Purchasing Division will issue an authorization to proceed.

#### **2) DESIGN/REVIEW/COMMENTS:**

Design reviews of the proposed projects are available at the 30%, 60% and 90% stages for comments by all of the County departments. Scoping Project.

- a) Any comments made for consideration/implementation are sent to the Project Manager assigned to the Project.

#### **3) RIGHT-OF-WAY MAPS, DESCRIPTIONS AND SKETCHES:**

- a) Parcel numbering is coordinated with the Surveyor; pursuant to the FDOT Uniform Book, i.e.,
  - a. 100-699 Fee acquisitions
  - b. 700-799 Temporary Construction Easements
  - c. 800-899 Perpetual Easements
  - d. 900-999 License Agreements
- b) **Descriptions and Sketches need to coincide with the Right of Way Drawings**
- c) Deliverable items are prepared and submitted by the Surveyor and checked by the County's Survey CAD technician who works directly with the Surveyor on making

any corrections. Signed and sealed (3) sets are then submitted when the review is completed.

4) **PARCELS ASSIGNED TO AGENT**

- a) Parcel Folders are created including title searches and descriptions and sketches and Contact Information Sheet.

5) **ORDERING APPRAISALS**

- a) The Agent selects two appraisers (depending on the size/scale of the project) from the Master List of approved appraisers for the assignment. As needed, one for the primary report and one as a Review Appraiser as determined by the CAO.
- b) The appraisers are given the right-of-way and construction drawings for the project, along with all of the descriptions and sketches required for acquisition.
- c) The appraiser will then prepare a table tabulation of all of the parcels and the associated costs with preparing the report, i.e., engineering, land planner, surveyor, etc. along with the length of time for his report submittals.
- d) Once reviewed, negotiated and approved by the Agent and the Property Acquisition Manager, the appraisers each submit a Work Assignment. The Appraiser is responsible for assigning the Work Assignment Number, preparing the Work Assignment and submitting it for approval.
- e) A memorandum to the Project Management Manager is submitted requesting approval of the cost and vendor. Project Management then sends the request to Purchasing.
- f) Once the appraisers receive their IFAS number from Purchasing, they are ready to proceed.
- g) Staking of the proposed takes are requested and ordered through Project Management and the appraisers, along with Property Acquisition staff begin site inspections.
- h) As reports are completed and submitted to Property Acquisition, the invoice is verified and submitted to Public Works for payment.

6) **REVIEW APPRAISERS (if necessary)**

- a) Prepares desk review of the primary appraisal report verifying its completeness and mathematical accuracy.
- b) Invoice is submitted to Public Works for payment.

7) **LAND ACQUISITION CONSULTANTS**

- a) Proposals are prepared based on the number and types of takes required on the project from one acquisition firm on the County's approved acquisition consultant list of vendors.
- b) After review by Property Acquisition, the vendor submits a Work Assignment for the tasks required.
- c) Work Assignment is forwarded to the Manager of Project Management by a cover letter requesting approval of the Work Assignment.
- d) Work Assignment is then reviewed by Project Management and submitted to Purchasing requesting they issue an IFAS number to proceed.



- e) Once approved, all drawings, descriptions and sketches are delivered to the Consultant and they begin the acquisition of the parcels working closely with the County agent.
- f) Consultant will prepare weekly spreadsheets on all projects, listing the status of each parcel. Depending on the size of the project, may be required to attend weekly or monthly status meetings

**8) MAKING WRITTEN OFFERS TO PROPERTY AND BUSINESS OWNERS**

- a) Written offer letters to Property Owners and Business Owners is pursuant to Florida Statute Section 73.015.
- b) Notice must be sent by certified mail, return receipt requested to the fee owner's last known address listed on the county ad valorem tax roll which may be viewed at [www.manateepao.com](http://www.manateepao.com).
- c) The notice may also be personally delivered to the fee owner of the property. Agent must obtain an acknowledgement of receipt.
- d) If there is more than one owner of the property, notice to one owner constitutes notice to all owners of the property.
- e) If there is a business operating on the property, notice must be made subsequent to or concurrent with Manatee County's written offer to the fee owner.
- f) Notice must be sent by certified mail, return receipt requested, to the address of the registered agent for the business located on the property. Go to [www.sunbiz.org](http://www.sunbiz.org).
- g) The owner must be given 30 days after receipt of the notice to respond to the offer before Manatee County files a condemnation proceeding for the parcel identified in the offer.
- h) If the business qualifies for business damages pursuant to F.S. 73.071 and the business intends to claim business damages, the business owner must within 180 days after receipt of the notice. If a business damage claim is presented, it must be immediately delivered to the County Attorney's Office.

**9) NEGOTIATIONS**

- a) Negotiate in good faith with the Property Owners in an attempt to reach an agreement regarding the amount of compensation to be paid for the parcel.
- b) Contact Record forms to be filled in on each parcel.
- c) Contracts for Purchase must be submitted to the Board of County Commissioners for execution.
- d) RPS prepares a check request via email to the requesting department (Public Works, Utilities, etc...) for an audit slip on a Requisition form submitted to Public Works and orders the check from Finance when all of the documentation (contract and approved agenda item) required for the conveyance is completed. W-9's are required to be submitted with the audit slip to Finance. RPS is responsible for picking up the check from Finance or arranging delivery to the consultant/closing agent.
- e) Ad valorem tax pro-rations are to be obtained from the Property Appraiser's office and paid to the Tax Collector on all fee takes.
- f) F.S. 286.23 Public Disclosure Forms to be obtained on all corporations and LLC's.

**10) CLOSINGS**

- a) After the Board of County Commissioners has executed the contract, a closing of the parcel can be scheduled.
- b) Agent is to make sure that the take is not encroaching into an existing easement, i.e., FPL, Bright House, Teco, etc. If the take lies within an existing easement, a Subordination Agreement may have to be obtained for Manatee County.
- c) If tenants are on the property, with a valid lease, a joinder and consent may have to be signed by the tenant.
- d) Consents of Liens, Joinders on Easements and Partial Releases on Fee takes, will be obtained on all existing mortgages, along with satisfaction of any currently active liens, i.e., Code Enforcement.
- e) Taxes are to be collected on all fee takes. Check to be made payable to Ken Burton, Tax Collector for the amount of the proration.
- f) When all of the documents required are obtained, the parcel can be closed and submitted to the Board of County Commissioners for acceptance and recording (unless recorded by closing agent, then the Deed is sent to the Board for acceptance).

**11) PARCELS PREPARED FOR SUIT**

- a) When negotiations fail, the parcel is then prepared for condemnation through the County Attorney's office.
- b) A Request for Legal Services (RLS) needs to be prepared individually on all of the parcels being submitted to the CAO for eminent domain. A Check List is available to assist the preparer in his submittal.
- c) All correspondence within the parcel folder needs to be submitted in the suit package to the CAO.
- d) Updated title search and appraisals are ordered through the CAO.

## OFFER LETTERS

Offer letters are sent to the fee owner of the property, pursuant to F.S. 73.015 *Presuit Negotiations*. The condemning authority must attempt to negotiate in good faith with the fee owner of the parcel to be acquired, must provide the fee owner with a written offer and, if requested, a copy of the appraisal upon which the offer is based, and must attempt to reach an agreement regarding the amount of compensation to be paid for the parcel.

**NOTE:** The CAO will prepare two Resolutions, quick take and public purpose, for the BCC to adopt to initiate eminent domain proceedings on the unsettled parcels. The offer letters are to be completed by the County Attorney's Office (CAO) to initiate condemnation proceedings on all unsettled CIP project parcels. The CAO is responsible for mailing out the letters, certified mail, return receipt requested to begin their role in the process.

The attached letters indicate:

1. That all or a portion of his or her property is necessary for the project.
2. The parcel number of the property to be acquired and the nature of the project.
3. Within 15 business days after receipt by the fee owner, the condemning authority will provide a copy of the appraisal report upon which the offer is based; copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property.
4. The fee owner's statutory rights under F.S. 73.091 and 73.092, or alternatively provide copies of these provisions of laws.

The condemning authority must:

- a. Provide a written offer of compensation to the fee owner
- b. Where less than the entire property is sought to be acquired, any damages to the remainder caused by the taking.
- c. The owner must be given at least 30 days after receipt of the notice or the date the notice is returned as undeliverable by the postal authorities to respond to the offer, before the condemning authority files a condemnation proceeding for the parcel identified in the offer.
- d. The notice and written offer must be sent certified mail, return receipt requested, to the fee owner's last known address listed on the county ad valorem tax roll. The notice and written offer may be personally delivered to the fee owner of the property. If there is more than one owner of the property, notice to one owner constitutes notice to all owners of the property. The return of the notice as undeliverable by the postal authorities constitutes compliance with this provision. The condemning authority is not required to give notice or a written offer to a person who acquires title to the property after the notice required has been given.

Business Owner

The condemning authority must notify the business owner of the following:

1. That all or a portion of his or her property is necessary for the project.
2. The nature of the project for which the parcel is considered necessary, and the parcel number of the property to be acquired.
3. That, within 15 business days after receipt of a request by the business owner, the condemning authority will provide a copy of the appraisal report upon which the offer to the fee owner is based;

copies, to the extent prepared, of the right-of-way maps or other documents that depict the proposed taking; and copies, to the extent prepared, of the construction plans that depict project improvements to be constructed on the property taken and improvements to be constructed adjacent to the remaining property, including, but not limited to, plan, profile, cross-section, drainage, pavement marking sheets, and driveway connection detail. The condemning authority shall provide any additional plan sheets within 15 days of request.

4. The business owner's statutory rights under F.S. 73.071, 73.091, and 73.092.
5. The notice must be made subsequent to or concurrent with the condemning authority's making the written offer of compensation to the fee owner.
  - a. The notice must be sent by certified mail, return receipt requested, to the address of the registered agent for the business located on the property to be acquired, or if no agent is registered, by certified mail or personal delivery to the address of the business located on the property to be acquired. Notice to one owner of a multiple ownership business constitutes notice to all business owners of that business. The return of the notice as undeliverable by the postal authorities constitutes compliance with these provisions. The condemning authority is not required to give notice to a person who acquires an interest in the business after the notice required by this section has been given. Once notice has been made to business owners, the condemning authority may file a condemnation proceeding pursuant to Chapter 73 or Chapter 74 for the property identified in the notice.

#### Business Damages

If the business qualifies for business damages pursuant to F.S. 73.071(3)(b) and the business intends to claim business damages, the business owner must, within 180 days after either receipt of notice or the date the notice is returned as undeliverable by the postal authorities, or at a later time mutually agreed to by the condemning authority and the business owner, submit to the condemning authority a good faith written offer to settle any claims of business damage. The written offer must be sent to the condemning authority by certified mail, return receipt requested. Absent a showing of a good faith justification for the failure to submit a business damage offer within 180 days, the court must strike the business owner's claim for business damages in any condemnation proceeding. **The business damage claim must immediately, upon receipt by Property Acquisition, be delivered to the County Attorney's office.**

## PROPERTY ACQUISITION'S WORK-FLOW

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### Title Searches

- Survey
- Engineering
- Property Acquisition
- CAO

### Descriptions and Sketches

- Survey
- Project Management
- Property Acquisition
- CAO

### Right of Way Drawings

- Project Management
- Survey
- Engineering
- Property Acquisition
- CAO

### Construction Drawings

- Engineering
- Project Management
- Property Acquisition
- CAO

### Appraisals

- Property Acquisition
- CAO
- FMD (Impact fee related issues)
- Public Works

### Resolution

- Property Acquisition
- CAO

### Offer Letters

- CAO

### Closing

- Property Acquisition
  - Title Company

### Conveyance Documents

- Property Acquisition
- CAO

### Close File

- Property Acquisition
- Consultant

### Request for Legal Services

- Property Acquisition
- CAO

### Encroachments

- CAC
- Property Management

### Surplus Property

- Survey
- Property Acquisition
- CAO

### Vacations

- Property Acquisition
- Jurisdictional Review
- CAO

### Exchanges

- Survey
- Property Acquisition
- CAO

### Tax Deeds

- Property Acquisition
  - Jurisdictional Review