

Velcon Construction Management, LLC
1449 NW Commerce Centre Dr., Port St. Lucie, FL, 34986
Ph: 772-879-0477



October 29, 2024

City Council Members
C/O Jesus Merejo – City Manager
City of Port St Lucie
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984

RE: Riverland Boulevard at Riverland Paseo Overpass (P20-238)
Request for Roadway Acceptance & Performance Bond Release

City Council Members:


Pursuant to Section 156.148 (D) of the Code of Ordinances, please accept this letter as notification from Riverland Development Company, LLC (the "Developer") that **Riverland Boulevard at Riverland Paseo Overpass (P20-238)** (the "Roadway"), as recorded in **Plat Book 96, Pages 5 through 8** of the Public Records of St. Lucie County, Florida has been completed and this letter shall also serve as a request for the City to accept ownership and maintenance of the Roadway. Based on field reviews under my responsible charge, the project has been completed in substantial conformance with the approved plans and the City's Subdivision Regulations in effect on the date of plan approval. A final inspection was performed and passed with representation from the EOR and City present. The project has also been certified by SFWMD.

The Roadway improvements, per City Code, have been supplemented with **Maintenance Bond No. 0255702** which was reviewed and approved by the City on **October 28, 2024**. All the original versions of the required documentation for project certification have been delivered to the Public Works Department for review on July 29, 2024.

Upon City Council acceptance of the Roadway, we also formally request the release of the Roadway's **Performance Bond No. 0233241** in the amount of **\$152,400.00**. Please mail the bond to: Riverland Development Company, LLC, Attn: Steven M. Helfman, 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, FL 33323. Additionally, please notify me via email when the bond is mailed and provide tracking information, if available.

Should you have any questions, please do not hesitate to contact me at 772-879-0477.

Sincerely,


J. Heath Stocton, P.E.
FL License No. 70760

File:20-1022 (w/ att)



CITY ATTORNEY'S OFFICE

MEMORANDUM

TO: Diana Spriggs P.E. – Assistant Director

FROM: Elizabeth L. Hertz, Esq. – Senior Deputy City Attorney *E.L.H*

DATE: October 28, 2024

SUBJECT: Riverland Blvd at Riverland Paseo Overpass – Phase 1(P20-238)
Review of Engineer's Cost Estimate for Maintenance Bond
Maintenance Bond No. 0255702


The Maintenance Bond, Bond No.: 0255702 (“Maintenance Bond”), provided to this office by the Public Works Department, has been reviewed and is approved as to form and sufficiency. The Departments of Public Works, Utilities and Planning and Zoning have reviewed the Engineer of Record’s (“EOR”) cost estimate for the required infrastructure improvements at Riverland Blvd at Riverland Paseo Overpass (P20-238) and agree that it is a reasonable projection of costs for the required infrastructure improvements.

The Public Works, Utilities and Planning and Zoning Departments recommends a maintenance bond in the amount of \$193,800.00 as a maintenance surety for this plat. This is based on 15% of the signed and sealed cost estimate from the Engineer of Record per City Code 156.146. Accordingly, the principal has obtained the Maintenance Bond in the said amount and presented the same in sufficient form to the City. Please send the original bond documents to the City Clerk for record keeping.

Should you have any questions, please contact me at 772-871-5294.

cc: Sally Walsh, City Clerk, swalsh@cityofpsl.com
Diana Spriggs, P.E. – Regulatory Division Director, DSpriggs@cityofpsl.com

CAO Intake(s) # 24298-09



Maintenance Bond

Bond No.: 0255702

KNOW ALL MEN BY THESE PRESENTS, that Riverland Development Company, LLC, a Florida limited liability company, (the "Principal"), and Berkley Insurance Company, a surety authorized to do business in the State of Florida (the "Surety") are held and firmly bound unto City of Port St. Lucie, a Florida municipal corporation (the "Obligee" or the "City"), in the full and just sum of One Hundred Ninety Three Thousand Eight Hundred and no/100 Dollars (\$193,800.00), lawful money of the United States of America ("Penal Sum"), to be paid to the Obligee, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has obtained approval by the City of a certain subdivision plat known as Riverland Blvd. at Riverland Paseo Overpass (PSL Project #P20-238), and

WHEREAS, the City requires that these presents be executed on or before the final completion and acceptance of said work, it is further understood that this bond shall become effective with the acceptance of the work performed in connection with certain subdivision plat known as Riverland Blvd. at Riverland Paseo Overpass (PSL Project #P20-238),

WHEREAS, the City shall notify the Principal and the Surety in writing of any defect for which the Principal is responsible and shall specify in the notice a reasonable period of time within which the Principal shall correct the defect. If the Principal fails to correct the defect within the time specified in the notice, then the Surety shall have thirty (30) days after that to take any action it deems necessary to insure the performance of the Principal's obligation. If the defect is not corrected, the City shall have the right to correct the defect, and the Principal and the Surety, jointly and severally, shall pay all costs and expenses incurred by the Obligee in correcting the defect, including and limited to, engineering, legal and other costs, together with any damages which the Obligee may sustain on account of the Principal's failure to correct the defect. In no event will the Surety's obligation under this Bond exceed the Penal Sum.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall remedy, without cost to the City, any defects caused by defective or inferior materials or workmanship, which may develop during a period of One (1) year from the date of completion and acceptance of the work performed in connection with certain subdivision plat, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one year from completion of the maintenance period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 18th day of October, 2024.

Principal:
Riverland Development Company, LLC, a Florida limited liability company

By: 
N. Maria Menendez, Vice President

Attest:

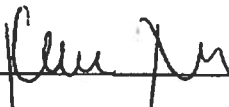

Steven M. Helfman, Secretary

(Impressionable corporate seal)

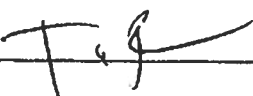
Address:
1600 Sawgrass Corporate Parkway, Ste 400
Sunrise, FL 33323

Witnesses:

Surety:
Berkley Insurance Company _____ Surety

By: 
Kailee Rosenhaus
Print Name

By: 
Dale A. Belis, its Attorney-In-Fact and
Licensed Florida Resident Agent

By: 
Taylor Rosenhaus
Print Name

Address:
220 Congress Park Drive, Suite 100
Delray Beach FL 33445

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Charles D. Nielson; Charles J. Nielson; Donald A. Lambert, III; Joseph P. Nielson; Jarrett Merlucci; David R. Hoover; Brett Rosenhaus; Laura D. Mosholder; Dale A. Belis; or Kevin R. Wojtowicz of Acrisure Southeast Partners Insurance Services, LLC of Leesburg, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

Berkley Insurance Company

(Seal)

By *Philip S. Welt*
Philip S. Welt
Executive Vice President & Secretary

By *Jeffrey M. Hafter*
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA G. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

Maria G. Rundbaken
Notary Public, State of Connecticut

MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 18th day of October, 2024.

(Seal)

Vincent P. Forte
Vincent P. Forte