

## SECTION 8 BID FORM SUBMITTAL

### 8.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the most responsive and responsible Bidder.

- X a. Acknowledgment of Addenda
- X b. Submittal Signature Page
- X c. Conflict of Interest Disclosure Form
- X d. Notification of and affidavit regarding Public Entity Crimes Convicted Vendor List
- X e. Notification of Public Records Law
- X f. Drug-Free Workplace
- X g. Non-Collusion Affidavit
- X h. Truth-In-Negotiation Certificate
- X i. Scrutinized Company Certification Form
- X j. E-verify Registration Certification
- X k. Scrutinized Companies that Boycott Israel Affidavit
- X l. Discriminatory Vendor List Affidavit
- X m. Affidavit Regarding Use of Coercion for Labor and Services
- X n. Affidavit Regarding Contracting with Entities of Foreign Countries of Concern (Only if it will provide Contractor with Individual's Personal Identifying Information)
- X o. Affidavit Regarding Foreign Country of Concern Disclosure. (Only required if Agreement is over \$100,000.00)
- p. Purchase Orders
- q. Sample Performance Bond Format (if required, will be requested from the Bidder recommended for award)
- r. Sample Payment Bond Format (if required, will be requested from the Bidder recommended for award)

**SECTION 4  
BID SUBMITTAL SIGNATURE PAGE**

**This Page and all following pages comprise your original Bid Submittal package.**

**Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1 and 2 in your Bid Submittal package.**

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: Ranger Construction Industries, Inc.

Street Address: 1645 N Congress Avenue, West Palm Beach, FL 33409

Mailing Address (if different than Street Address):

Same

Telephone Number(s): (561)793-9400

Fax Number(s): (561) 790-4332

Email Address: estimating@rangerconstruction.com

Federal Employer Identification Number: 59-2098662

Signature:   
(Signature of authorized agent)

Print Name: Ponch Frank

Title: Vice President

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 120 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.**

END OF SECTION 4

**SECTION 11  
SOLICITATION SUMMARY**

The City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

PURCHASING DIVISION

**SOLICITATION SUMMARY**

**IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE and remove your Bid from further evaluation and consideration for contract award.

**BID INFORMATION**

Bid Number: ITB No. 2026-018

Title: Purchase of Road Construction Materials


Due Date and Time: February 17, 2026 @ 2:00 AM EST

Name of Bidder: Ranger Construction Industries, Inc.

Address: 1645 N Congress Avenue, West Palm Beach, FL 33409

Contact Person: Ponch Frank - Vice President

Bid Amount: \$33,000.00 for City of Delray Beach  
\$ \$1,100,000.00 for Miami Shores Village

Authorized Signature: 

Date: 3/3/2026

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED WITH YOUR SECURE ELECTRONIC BID SUBMITTAL THROUGH <https://www.bidnetdirect.com/florida/cityofdelraybeach>**

**ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

**PART I:**

List below the dates of issue for each addendum received in connection with this solicitation:

- Addendum #1, Dated 2/17/2026
- Addendum #2, Dated 2/24/2026
- Addendum #3, Dated 2/24/2026
- Addendum #4, Dated \_\_\_\_\_
- Addendum #5, Dated \_\_\_\_\_
- Addendum #6, Dated \_\_\_\_\_
- Addendum #7, Dated \_\_\_\_\_
- Addendum #8, Dated \_\_\_\_\_
- Addendum #9, Dated \_\_\_\_\_
- Addendum #10, Dated \_\_\_\_\_

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Ranger Construction Industries, Inc.

Firm Name

Signature

Ponch Frank - Vice President

Name and Title

3/3/2026

Date

**SUBMITTAL SIGNATURE PAGE**

By signing this document, the Bidder/Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflicts of Interest and Code of Ethics provisions.

Firm Name: Ranger Construction Industries, Inc.

Street Address: 1645 N Congress Avenue, West Palm Beach, Fl 33409

Mailing Address (if different from Street Address): Same

Telephone Number(s): (561-793-9400

Fax Number(s): (561) 790-4332

Email Address: estimating@rangerconstruction.com

Federal Employer Identification Number: 59-2098662

Prompt Payment Terms:      %      days' net 30 days

Signature:   
(Signature of authorized agent)

Print Name: Ponch Frank

Title: Vice President

Date: 3/3/2026

By signing this document, the Bidder/Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS BID/PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S/PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS BID/PROPOSAL.**

# **Vendor or Contractor Conflict of Interest Disclosure Statement Information and Instructions**

The award of this contract is subject to the provisions of Chapter 112, Part III, Florida Statutes. The City of Delray Beach, Florida, requires this disclosure statement to be completed and filed with all proposals, bids responses, contracts, or grant or loan requests to the City. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required from persons submitting responses to requests for proposals, requests for qualifications, invitation to bid, grant applications, or other proposals.

A copy of the disclosure statement shall be maintained by the Purchasing Department.

The City of Delray Beach shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required on the disclosure form.

Any person who provides misleading or incorrect information on the disclosure statement shall be disqualified from participation. Also, the contract or grant shall be voidable by the City if the misleading or incorrect information on the disclosure statement is discovered by the City subsequent to execution of a contract.

## **Definitions**

**"Business Entity"** means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

**"Family, or Family Members, or Familial Relationship"** means included but limited to individuals who are related to a public official as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half brother, half sister, person who is engaged to be married to a public official or who otherwise holds himself or herself out as or is generally known as the person whom a public official intends to marry or with whom a public official intends to form or has formed a household.

**"Person"** means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**"Public Official"** means a person either elected to a governmental position, or appointed to a governmental position who is authorized by statute, resolution or charter to exercise part of the sovereign power of the governmental entity and whose duties of involve the exercise of discretion on behalf of the governmental entity. This also includes all City Employees.

## **Instructions**

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

# CITY OF DELRAY BEACH VENDOR OR CONTRACTOR CONFLICT OF INTEREST DISCLOSURE FORM

Ranger Construction Industries, Inc.

ENTITY COMPLETING FORM

1645 N Congress Avenue

ADDRESS

West Palm Beach, Fl 33409

(561) 793-9400

CITY, STATE, ZIP

TELEPHONE NUMBER

estimating@rangerconstruction.com

(772) 215-8096

CONTACT EMAIL ADDRESS

CELL PHONE NUMBER

This form is provided with:

Invitation to Bid    Request for Proposal / Qualifications    Proposal    Grant or Loan    Other

1. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously performed work or provided goods or services to any City Department within the current or last fiscal year?

Yes    No

If yes, identify below the City Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services. (Use additional pages if necessary)

CITY DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
City Department: Public Works	Types of Goods/Services: Roadway Improvements	Amount Received: \$588,066.97

2. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously applied for and received any grants or loans from any City Department within the current or last fiscal year?

Yes    No

If yes, identify the City Department that awarded the grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

CITY DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT OR LOAN
N/A		

3. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	CITY DEPARTMENT
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NA

4. List below the name(s) and address(es) of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	CITY DEPARTMENT WHERE EMPLOYED
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NA

If you identified individuals in items one and / or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

NA

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to used in preparation of , request for proposal or qualifications, invitation to bid, or grant or loan proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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NA

List below the name(s) of any officer, director, or agent of the Business Entity who is also an employee of the City of Delray Beach.

NAME OF OFFICER, DIRECTOR, OR AGENT WHO IS ALSO AN EMPLOYEE OF THE CITY
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NA

List below the name(s) of any Public Official who owns, directly or indirectly, an interest of more than five percent (5%) in the Business Entity or any of its parent company or subsidiaries.

NAME OF ANY PUBLIC OFFICIAL WHO OWNS INTEREST IN BUSINESS ENTITY
--

Parent Company: The Vecellio Group

**CITY OF DELRAY BEACH**

**Notification and Affidavit Pursuant to Fla. Stat. Section 287.133(2)(a)**

Vendor Name: Ranger Construction Industries, Inc.

Vendor FEIN: 59-2098662

Vendor's  
Authorized  
Representative  
Name and Title: Ponch Frank - Vice President

Address: 1645 N Congress Avenue

City: West Palm Beach State: Florida Zip: 33409

Phone Number: (561-793-9400

Email Address: estimating@rangerconstruction.com

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. As the officer or representative of the company, I certify that the Proposer and its affiliates:

1. Have been notified of the above provision,
2. are not on the convicted vendor list as provided by Florida Statute §287.133(2)(a); and
3. have not been on the convicted vendor list for a period of 36 months prior to submission of the bid, proposal, or reply.

Under penalty of perjury, I declare that I have read the foregoing document, and the facts stated in it are true.

Signature:  \_\_\_\_\_  
(Authorized Signature)

Print Name and Title Ponch Frank - Vice President

Date: 3/3/2026



**Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes**

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contractor shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach'S custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

**IF THE SELECTED BIDDER/PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELECTED BIDDER'S/PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

Acknowledged:

Ranger Construction Industries, Inc.

Firm Name

Signature

Ponch Frank - Vice President

Name and Title (Print or Type)

3/3/2026

Date

**DRUG-FREE WORKPLACE**

Ranger Construction Industries, Inc. is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Ranger Construction Industries, Inc.

Firm Name

  
\_\_\_\_\_  
Signature

Ponch Frank - Vice President

Name and Title

3/3/2026

Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Ponch Frank, who, after being by me first duly sworn, deposes and says of authority's personal knowledge that:

a. Ponch Frank is Vice President of Ranger Construction Industries, Inc., the Bidder/Proposer that has submitted a Bid/Proposal to perform work for the following:

Solicitation No.: ITB - 2026-018 Title: PURCHASE OF ROAD CONSTRUCTION MATERIALS

b. Ponch Frank is fully informed respecting the preparation and contents of the attached solicitation, and of all pertinent circumstances respecting such solicitation.

Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.

c. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder/Proposer, firm, or person to submit a collusive or sham Bid/Proposal in connection with the solicitation and contract for which the attached Bid/Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Bid/Proposal or any other Bidder/Proposer, or to fix any overhead, profit, or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

*[Handwritten Signature]*

Signature

STATE OF Florida  
COUNTY OF Palm Beach

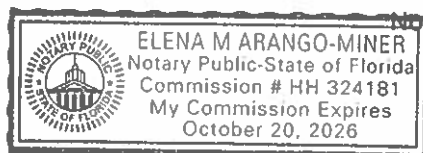
The foregoing instrument was subscribed to and sworn before me by means of  physical presence or  online notarization, this 3 day of March, 2026, by Ponch Frank (name of person), as Vice President (type of authority) for Ranger Construction Industries, Inc. (name of party on behalf of whom instrument was executed).

x Personally known OR Produced Identification Personally Known  
Type of Identification Produced

*Helena M. Arango*

Florida

Notary Public - State of



**TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name: Ponch Frank

Title: Vice President

Date: 3/3/2026

Signature: 

**CITY OF DELRAY BEACH**

**Affidavit Pursuant to Fla. Stat. Section 448.095**

Vendor Name: Ranger Construction Industries, Inc.

Vendor FEIN: 59-2098662

Vendor's  
Authorized  
Representative

Name and Title: Ponch Frank - Vice President

Address: 1645 N Congress Avenue, West Palm Beach, FL 33409

City: West Palm Beach State: Florida Zip: 33409

Phone Number: (561) 793-9400

Email Address: estimating@rangerconstruction.com

Florida Statute §448.095 states that a public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor.

As the officer or representative of the company, I certify that the company identified above:

1. is registered with the E-Verify System.
2. uses the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor; and
3. If the Proposer enters into a contract with a subcontractor, the Proposer will require that the subcontractor provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

Under penalties of perjury, I declare that I have read the foregoing documents and the facts stated in it are true.

Signature:  \_\_\_\_\_  
(Authorized Signature)

Print Name and Title Ponch Frank - Vice President

Date: 3/3/2026

**Scrutinized Company Certification**

This certification is required pursuant to Florida State Statute Section 287.135.

A company, that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.


Companies must complete and return this form with its response.

Company. Ranger Construction Industries, Inc. FID or EIN No. 59-2098662

Address. 1645 N Congress Avenue, West Palm Beach, FI 33409

City. West Palm Beach State. Florida Zip. 33409

I, Ponch Frank, as a representative of Ranger Construction Industries, Inc. certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.

<u></u>	<u>Vice President</u>
Signature	Title
<u>Ponch Frank</u>	<u>3/3/2026</u>
Printed Name	Date

**CITY OF DELRAY BEACH**  
**Affidavit Pursuant to Fla. Stat. 287.135**

Vendor Name: Ranger Construction Industries, Inc.  
Vendor FEIN: 59-2098662  
Vendor's  
Authorized  
Representative  
Name and Title: Ponch Frank - Vice President  
Address: 1645 N Congress Avenue, West Palm Beach, FL 33409  
City: West Palm Beach State: Florida Zip: 33409  
Phone Number: (561) 790-4332  
Email Address: estimating@rangerconstruction.com

Pursuant to Florida Statute §287.135, Proposer is ineligible to enter into, or renew, this Agreement if Proposer is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

As the officer or representative of the company, I certify that the company identified above:

1. Is not on the Scrutinized Companies that Boycott Israel List, and that Proposer is not engaged in a boycott of Israel.
2. If at any time during the Procurement Period or if selected, during the term of the Agreement with the City, the Proposer is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Proposer/Contractor will notify the City in writing within ten (10) days of the date of such occurrence.
3. Proposer understands that in the event the City determines, using credible information available to the public, that Proposer has submitted a false certification or Proposer is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate any Agreement entered into and seek a civil penalty, and other damages and relief, against Proposer/Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Proposer/Contractor.
4. Proposer/Contractor will not seek damages, fees, or costs against the City in the event the City terminates an Agreement pursuant to this provision.

Under penalties of perjury, I declare that I have read the foregoing documents and the facts stated in it are true.

Signature:   
(Authorized Signature)

Print Name and Title Ponch Frank - Vice President

Date: 3/3/2026

**CITY OF DELRAY BEACH**

**Affidavit Pursuant to Fla. Stat. Section 287.134**

Vendor Name: Ranger Construction Industries, Inc.

Vendor FEIN: 59-2098662

Vendor's  
Authorized  
Representative  
Name and Title: Ponch Frank - Vice President

Address: 1645 N Congress Avenue, West Palm Beach, FL 33409

City: West Palm Beach State: Florida Zip: 33409

Phone Number: (561) 790-4332

Email Address: estimating@rangerconstruction.com

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

As the officer or representative of the company, I certify that the company identified above:

1. is not on the discriminatory vendor list as provided by Florida Statute §287.134

Under penalty of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature:   
(Authorized Signature)

Print Name and Title Ponch Frank - Vice President

Date: 3/3/2026

CITY OF DELRAY BEACH

**Affidavit Regarding the Use of Coercion for Labor and Services**

Vendor Name: Ranger Construction Industries, Inc.

Vendor FEIN: 59-2098662

Vendor's  
Authorized  
Representative  
Name and Title: Ponch Frank - Vice President

Address: 1645 N Congress Avenue, West Palm Beach, Fl 33409

City: West Palm Beach State: Florida Zip: 33409

Phone Number: (561) 790-4332

Email Address: estimating@rangerconstruction.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by a officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

**Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

Signature:   
(Authorized Signature)

Print Name and Title: Ponch Frank - Vice President

Date: 3/3/2026

**CITY OF DELRAY BEACH**  
**Affidavit Pursuant to Fla. Stat. 287.138**

Vendor Name: Ranger Construction Industries, Inc.

Vendor FEIN: 59-2098662

Vendor's  
Authorized  
Representative  
Name and Title: Ponch Frank - Vice President

Address: 1645 N Congress Avenue, West Palm Beach, Fl 33409

City: West Palm Beach State: Florida Zip: 33409

Phone Number: (561) 790-4332

Email Address: estimating@rangerconstruction.com

Florida Statute §287.138 requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify under penalty of perjury that the company identified above:

1. is not owned by the government of a foreign country of concern;
2. the government of a foreign country of concern does not have a controlling interest in the company;  
and
3. The company is not organized under the laws of and does not have its principal place of business in a foreign country of concern.

Signature:   
(Authorized Signature)

Print Name and Title Ponch Frank - Vice President

Date: 3/3/2026

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. Section 286.101(3)

Vendor Name: Ranger Construction Industries, Inc.  
Vendor FEIN: 59-2098662  
Vendor's Authorized Representative Name and Title: Ponch Frank - Vice President  
Address: 1645 N Congress Avenue, West Palm Beach, FL 33409  
City: West Palm Beach State: Florida Zip: 33409  
Phone Number: (561) 790-4332  
Email Address: estimating@rangerconstruction.com

Any entity that applies to a state agency or political subdivision for a grant or proposes a contract having a value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Within 1 year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services. As the officer or representative of the company, I certify that the Proposer and its affiliates:

1. does NOT have any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more; and
2. has Not had prior interest of, any contract with, or any grant or gift received from a foreign country of concern within the past 5 years.



OR

3. Has provided disclosure to the City including the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder; and
4. Has provided a copy of such disclosure to the Department of Financial Services within one year before proposing any grant or contract.



Under penalty of perjury, I declare that I have read the foregoing document, and the facts stated in it are true.

Signature:   
(Authorized Signature)

Print Name and Title Ponch Frank - Vice President

Date: 3/3/2026

## SECTION 5 PRICING SCHEDULE

### 5.1 PRICES AND RATES

Bids will be accepted through a secure mailbox at **Bidnet Direct** (<https://www.bidnetdirect.com/florida/cityofdelraybeach>) until the Deadline for Submission as indicated in this ITB. The City will only accept electronic bids for this ITB. Late Bids will not be accepted.

In addition to the "Place Offer" bid submission section, the Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

Bidders must bid on All line items to be responsive and responsible

### CITY OF DELRAY BEACH

GROUP A: ROAD MATERIALS ASPHALTS					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Type II Asphalt	50	tons	\$ _____	\$ No Bid _____
2	Type III Asphalt	300	tons	\$ 110.00 _____	\$ 33,000.00 _____
3	Cold Patch Asphalt	120	tons	\$ _____	\$ No Bid _____
4	Tac Oil, RC#70	500	gals	\$ _____	\$ No Bid _____
5	Permanent Cold Patch, 55 lb. pail	100	pails	\$ _____	\$ No Bid _____
6	60 lb. bag of Ready Concrete Mix	550	bags	\$ _____	\$ No Bid _____
<b>TOTAL GROUP A</b>					\$ 33,000.00 _____
GROUP B: ROAD MATERIALS NON-ASPHALTS					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Crushed Coarse Lime Rock	250	tons	\$ _____	\$ No Bid _____
2	Drainfield Rock ¾"	100	tons	\$ _____	\$ No Bid _____
3	Best Mason Sand	100	tons	\$ _____	\$ No Bid _____
4	Clean Fill Dirt	500	yards	\$ _____	\$ No Bid _____
5	Precast Car Bumpers w/pins	200	each	\$ _____	\$ No Bid _____
6	DOT Crush Rock-noncertified	100	tons	\$ _____	\$ No Bid _____
7	#57 Rock	300	tons	\$ _____	\$ No Bid _____

8	Concrete, 300 pump mix with fiber	500	cubic yards	\$ _____	\$ No Bid _____
9	Stabilizer Rock	100	tons	\$ _____	\$ No Bid _____
10	Compactable Fill Sand	100	yards	\$ _____	\$ No Bid _____
11	Code 01 Lime Rock	1,200	tons	\$ _____	\$ No Bid _____
12	#4 Ballast Rock	100	tons	\$ _____	\$ No Bid _____
13	#5 Ballast Rock	100	tons	\$ _____	\$ No Bid _____
<b>TOTAL GROUP B</b>					
<b>TOTAL GROUP A + GROUP B</b>					<b>\$ 33,000.00</b>

**TOTAL ESTIMATED BID PRICE \$ 33,000.00**

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NOTE: The Total Bid Price submitted in the Bidinet Direct Tab corresponds only to the Total for the City of Delray Beach.

**CITY OF MARGATE**

<b>GROUP A: ROAD MATERIALS-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Type II Asphalt	0	tons	\$ _____	\$ No Bid
2	Type III Asphalt	0	tons	\$ _____	\$ No Bid
3	Cold Patch Asphalt	180	Bags	\$ _____	\$ No Bid
4	Tac Oil, RC#70	5	gals	\$ _____	\$ No Bid
5	Permanent Cold Patch, 55 lb. pail	0	pails	\$ _____	\$ No Bid
6	60 lb. bag of Ready Concrete Mix	50	bags	\$ _____	\$ No Bid
<b>TOTAL GROUP A</b>					\$ No Bid
<b>GROUP B- ROAD MATERIALS NON-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Crushed Coarse Lime Rock	20	Cu yds	\$ _____	\$ No Bid
2	Drainfield Rock ¾"	0	tons	\$ _____	\$ No Bid
3	Best Mason Sand	0	tons	\$ _____	\$ No Bid
4	Clean Fill Dirt	0	yards	\$ _____	\$ No Bid
5	Precast Car Bumpers w/pins	10	each	\$ _____	\$ No Bid
6	DOT Crush Rock-noncertified	0	tons	\$ _____	\$ No Bid
7	#57 Rock	40	Cu yds	\$ _____	\$ No Bid
8	Concrete, 300 pump mix with fiber	0	cubic yards	\$ _____	\$ No Bid
9	Stabilizer Rock	0	tons	\$ _____	\$ No Bid
10	Compactable Fill Sand	60	Cu yds	\$ _____	\$ No Bid
11	Code 01 Lime Rock	0	tons	\$ _____	\$ No Bid
12	#4 Ballast Rock	0	tons	\$ _____	\$ No Bid
13	#5 Ballast Rock	0	tons	\$ _____	\$ No Bid
<b>TOTAL GROUP B</b>					\$ No Bid
<b>TOTAL GROUP A + GROUP B</b>					\$ No Bid

**TOTAL ESTIMATED BID PRICE \$ No Bid \_\_\_\_\_**

**TOWN OF DAVIE**

<b>GROUP A: ROAD MATERIALS-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Type II Asphalt	0	tons	\$ _____	\$ No Bid
2	Type III Asphalt	0	tons	\$ _____	\$ No Bid
3	Cold Patch Asphalt	1,200	Bags	\$ _____	\$ No Bid
4	Tac Oil, RC#70	55	gals	\$ _____	\$ No Bid
5	Permanent Cold Patch, 55 lb. pail	0	pails	\$ _____	\$ No Bid
6	60 lb. bag of Ready Concrete Mix	840	bags	\$ _____	\$ No Bid
<b>TOTAL GROUP A</b>				\$ _____	\$ No Bid
<b>GROUP B- ROAD MATERIALS NON-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Crushed Coarse Lime Rock	610	tons	\$ _____	\$ No Bid
2	Drainfield Rock ¾"	600	tons	\$ _____	\$ No Bid
3	Best Mason Sand	320	tons	\$ _____	\$ No Bid
4	Clean Fill Dirt	0	yards	\$ _____	\$ No Bid
5	Precast Car Bumpers w/pins	0	each	\$ _____	\$ No Bid
6	DOT Crush Rock-noncertified	0	tons	\$ _____	\$ No Bid
7	#57 Rock	220	tons	\$ _____	\$ No Bid
8	Concrete, 300 pump mix with fiber	0	cubic yards	\$ _____	\$ No Bid
9	Stabilizer Rock	0	tons	\$ _____	\$ No Bid
10	Compactable Fill Sand	0	Cu yds	\$ _____	\$ No Bid
11	Code 01 Lime Rock	0	tons	\$ _____	\$ No Bid
12	#4 Ballast Rock	0	tons	\$ _____	\$ No Bid
13	#5 Ballast Rock	0	tons	\$ _____	\$ No Bid
<b>TOTAL GROUP B</b>				\$ _____	\$ No Bid
<b>TOTAL GROUP A + GROUP B</b>				\$ _____	\$ No Bid

**TOTAL ESTIMATED BID PRICE \$** No Bid

**MIAMI SHORES VILLAGE**

<b>GROUP A: ROAD MATERIALS-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Type II Asphalt	50,000	tons	\$ _____	\$ No Bid
2	Type III Asphalt	10,000	tons	\$ 110.00	\$ 1,100,000.00
3	Cold Patch Asphalt	5,000	tons	\$ _____	\$ No Bid
4	Tac Oil, RC#70	0		\$ _____	\$ No Bid
5	Permanent Cold Patch, 55 lb. pail	0		\$ _____	\$ No Bid
6	60 lb. bag of Ready Concrete Mix	1,000		\$ _____	\$ No Bid
<b>TOTAL GROUP A</b>					\$ 1,100,000.00
<b>GROUP B- ROAD MATERIALS NON-ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Crushed Coarse Lime Rock	100	yds	\$ _____	\$ No Bid
2	Drainfield Rock ¾"	0	tons	\$ _____	\$ No Bid
3	Best Mason Sand	0	tons	\$ _____	\$ No Bid
4	Clean Fill Dirt	100	yds	\$ _____	\$ No Bid
5	Precast Car Bumpers w/pins	150	yds	\$ _____	\$ No Bid
6	DOT Crush Rock-noncertified	0	tons	\$ _____	\$ No Bid
7	#57 Rock	100	yds	\$ _____	\$ No Bid
8	Concrete, 300 pump mix with fiber	0	cubic yards	\$ _____	\$ No Bid
9	Stabilizer Rock	0	tons	\$ _____	\$ No Bid
10	Compactable Fill Sand	0	tons	\$ _____	\$ No Bid
11	Code 01 Lime Rock	0	tons	\$ _____	\$ No Bid
12	#4 Ballast Rock	0	tons	\$ _____	\$ No Bid
13	#5 Ballast Rock	0	tons	\$ _____	\$ No Bid
<b>TOTAL GROUP B</b>					\$ No Bid
<b>TOTAL GROUP A + GROUP B</b>					\$ 1,100,000.00

**TOTAL ESTIMATED BID PRICE \$ 1,100,000.00**

**CITY OF SUNRISE**

<b>GROUP A: ROAD MATERIALS- ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Type II Asphalt	0	tons	\$ _____	\$ No Bid _____
2	Type III Asphalt	0	tons	\$ _____	\$ No Bid _____
3	Cold Patch Asphalt	0	tons	\$ _____	\$ No Bid _____
4	Tac Oil, RC#70	900	Gallons	\$ _____	\$ No Bid _____
5	Permanent Cold Patch, 55 lb. pail	400	55 lbs bags	\$ _____	\$ No Bid _____
6	60 lb. bag of Ready Concrete Mix	400	60 lba bags	\$ _____	\$ No Bid _____
<b>TOTAL GROUP A</b>					\$ No Bid _____
<b>GROUP B- ROAD MATERIALS NON- ASPHALTS</b>					
No.	Item	Est. Qty.	Unit	Unit Price	Total Cost
1	Crushed Coarse Lime Rock	900	tons	\$ _____	\$ No Bid _____
2	Drainfield Rock ¾"	200	tons	\$ _____	\$ No Bid _____
3	Best Mason Sand	50	tons	\$ _____	\$ No Bid _____
4	Clean Fill Dirt	75	tons	\$ _____	\$ No Bid _____
5	Precast Car Bumpers w/pins	0	yds	\$ _____	\$ No Bid _____
6	DOT Crush Rock-noncertified	0	tons	\$ _____	\$ No Bid _____
7	#57 Rock	300	tons	\$ _____	\$ No Bid _____
8	Concrete, 300 pump mix with fiber	0	tons	\$ _____	\$ No Bid _____
9	Stabilizer Rock	200	tons	\$ _____	\$ No Bid _____
10	Compactable Fill Sand	0	tons	\$ _____	\$ No Bid _____
11	Code 01 Lime Rock	0	tons	\$ _____	\$ No Bid _____
12	#4 Ballast Rock	0	tons	\$ _____	\$ No Bid _____
13	#5 Ballast Rock	0	tons	\$ _____	\$ No Bid _____
<b>TOTAL GROUP B</b>					\$ No Bid _____
<b>TOTAL GROUP A + GROUP B</b>					\$ No Bid _____

**TOTAL ESTIMATED BID PRICE \$ No Bid \_\_\_\_\_**

**END OF SECTION 5**



Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

**Addendum Description**

The purpose of the addendum no. 1 to the solicitation is to extend the closing date from February 17, 2026 to March 3, 2026.

**Notice Modifications**

Notice Information	From Value	To Value
Closing Date	2/17/26 2:00 PM EST/EDT	3/3/26 2:00 PM EST/EDT

**Category Modifications**

Added Categories
No Categories Added

Removed Categories
No Categories Removed



CITY OF DELRAY BEACH  
100 N.W. 1<sup>ST</sup> AVENUE, DELRAY BEACH, FL 33444

## Solicitation Addendum

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**Addendum No.:** 2

**Solicitation No.:** ITB2026-018

**Solicitation Title:** Purchase of Road Construction Materials

**Addendum Date:** February 24, 2016

**Purchasing Contact:** Ketlyne Y. Descollines, [descollinesk@mydelraybeach.com](mailto:descollinesk@mydelraybeach.com)

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**THIS ITB IS HEREBY AMENDED AS SET FORTH HEREIN BELOW. THIS ADDENDUM NO. 1 IS HEREBY INCORPORATED IN AND MADE PART OF ITB2026-018.**

Words in ~~striketrough~~ type are deletions from existing text. Words in **bold and underlined** type are additions to existing text.

**The purpose of this amendment No. 2 to the solicitation is to 1) Delete in its entirety Section 9 - Sample Agreement Format -included in the solicitation 2) answer questions received from prospective bidders. Accordingly, the changes and clarifications are made as follows:**

**~~SECTION 9~~**  
**~~SAMPLE AGREEMENT FORMAT~~**

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. **~~DO NOT COMPLETE.~~**

**~~AGREEMENT~~**

~~THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and \_\_\_\_\_, a Corporation/Limited Liability Company/etc., authorized to do business in the State of Florida (hereafter referred to as "Contractor"), whose address is \_\_\_\_\_.~~

## Questions & Answers - 1

**Solicitation**

ITB2026-018 - Purchase of Road Construction Materials - CO-OP

**Buying Organization**

City of Delray Beach

No	Question/Answer	Question Date
Q1	<p><b>Question: Reference Group A</b> Reference Group A, road material asphalt, can we just bid Group A and not Group B?</p> <p><b>Answer:</b> Refer to addendum no. 2</p>	02/05/2026
Q2	<p><b>Question: Specification</b> Under 2.3 Specification, Item #9, stabilizer rock, it said description, course aggregate and 357. I am not exactly sure of what that is but can we just bid stabilized rock under 2 inches?</p> <p><b>Answer:</b> Refer to addendum no. 2</p>	02/05/2026
Q3	<p><b>Question: Pricing Section</b> Pricing Section Schedule 5, 5.1, bid item 5, precast bumpers with pins, it says under City of Delray that the unit price is for each. Under Group B for Miami Shores Village, the unit price is by the yard and I think it should be each as in the City bid items. Can we change that to each like the other bid items under the other cities? Also, on City of Sunrise Bid Item 5 also has the precast bumpers with pins is by the yard. Can it also each?</p> <p><b>Answer:</b> Refer to addendum no. 2</p>	02/05/2026
Q4	<p><b>Question: Under Bid Item 8</b> Under the City of Sunrise Bid Item 8, it says concrete 300 pump mix with fiber. It says by the ton. I believe it should be by the yard like the other bid items for the other cities. Also, it says 300 pump mix and I believe it should be 3,000 pump mix with fiber like the other cities. Can you please clarify this?</p> <p><b>Answer:</b> Refer to addendum no. 2</p>	02/05/2026
Q5	<p><b>Question: Question Lime Rock</b> Why are you bidding the limerock by the yard when the quarry it's ticketed by the ton?</p> <p><b>Answer:</b> Refer to addendum no. 2</p>	02/10/2026



**City of Delray Beach / ITB No. 2026-018**

**Purchase of Road Construction Materials**

**References**

- a. **Organization name: Palm Beach County**
- b. **Contact Name(s): Adam Faustini**
- c. **Contact Email Address: AFaustin@pbcgov.org**
- d. **Address: 2555 Vista Parkway West Palm Beach, FL 33411**
- e. **Telephone Number: (561) 233-3956**
- f. **Dates of Service (start/end): Annual contract since 2015**
- g. **Type of Work (brief description): Paving and resurfacing as needed within the county**

- a. **Organization name: City of Greenacres**
- b. **Contact Name(s): Wyman Scott**
- c. **Contact Email Address: wscott@greenacresfl.gov**
- d. **Address: 5750 Melaleuca Ln, Greenacres, FL 33463**
- e. **Telephone Number: (561) 642-2185**
- f. **Dates of Service (start/end): Annual Contract since 2015**
- g. **Type of Work (brief description): Paving and resurfacing as needed within the county**

- a. **Organization name: Town of Jupiter**
- b. **Contact Name(s): Scott Isberner**
- c. **Contact Email Address: ScottI@jupiter.fl.us**
- d. **Address: 210 Military Trail, Jupiter, FL 33458**
- e. **Telephone Number: 561-741-2730**
- f. **Dates of Service (start/end):2023**
- g. **Type of Work (brief description): Annual Asphalt Milling, Resurfacing and Sealcoating**

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>RANGER CONSTRUCTION INDUSTRIES, INC.</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor                    <input type="checkbox"/> C corporation                    <input checked="" type="checkbox"/> S corporation                    <input type="checkbox"/> Partnership                    <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____                  Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____             </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>1645 N. CONGRESS AVENUE</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>WEST PALM BEACH, FL. 33409</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
5	9	-	2	0	9	8	6	6	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>10-28-24</b>
------------------	------------------------------	-------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

April 21, 2025

RANGER CONSTRUCTION INDUSTRIES, INC.  
1645 N CONGRESS AVE  
WEST PALM BEACH, FLORIDA 33409

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FDOT APPROVED WORK CLASSES:**

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, UNDERGROUND UTILITY AND RIP RAP.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

**[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style.

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**KRACUNAS, MICHAEL B**

RANGER CONSTRUCTION INDUSTRIES, INC.  
1645 NORTH CONGRESS AVENUE  
WEST PALM BEACH FL 33409

**LICENSE NUMBER: CGC031554**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://www.MyFloridaLicense.com)

ISSUED: 06/22/2024

Do not alter this document in any form.

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**ANNE M. GANNON**  
 CONSTITUTIONAL TAX COLLECTOR  
*Serving Palm Beach County*  
*Serving you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353  
 www.pbctax.gov Tel: (561) 355-2264

**\*\*LOCATED AT\*\***  
 1645 N CONGRESS AVE  
 WEST PALM BEACH, FL 33409

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW GENERAL CONTRACTOR	KRACUNAS MICHAEL B	CGC031554	B25.614618 07/01/2025	\$369.60	B40148501

This document is valid only when receipted by the Tax Collector's Office.



RANGER CONSTRUCTION INDUSTRIES INC  
 RANGER CONSTRUCTION INDUSTRIES INC  
 1645 N CONGRESS AVE  
 WEST PALM BEACH FL 33409

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2025 / 2026 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2017102466**  
**EXPIRES: 09/30/2026**

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



**ANNE M. GANNON**  
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 1645 N CONGRESS AVE  
 WEST PALM BEACH, FL 33409

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	KRACUNAS MICHAEL B	CGC031554	B25.614617 07/01/2025	\$99.00	B40148502

This document is valid only when receipted by the Tax Collector's Office.



2-247

RANGER CONSTRUCTION INDUSTRIES INC  
 RANGER CONSTRUCTION INDUSTRIES INC  
 1645 N CONGRESS AVE  
 WEST PALM BEACH FL 33409-5152

**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2025 / 2026 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 2017102465**  
**EXPIRES: 09/30/2026**

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	<b>CONTACT NAME:</b> William Phelps <b>PHONE (A/C. No. Ext):</b> 561-762-5118 <b>FAX (A/C. No):</b> 321-988-0209 <b>E-MAIL ADDRESS:</b> billphelps@friedlandercompany.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Ranger Construction Industries, Inc. 1200 Elboc Way Winter Garden FL 34787	RANG002	<b>INSURER A :</b> CHARTER OAK FIRE INS CO <b>INSURER B :</b> TRAVELERS IND CO OF CT <b>INSURER C :</b> Travelers Property Casualty Co of Amer <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
		NAIC #
		25615
		25682
		25674

**COVERAGES**

CERTIFICATE NUMBER: 529111111

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	CO-5807B217-25	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAP-5807B186-25	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-5809B407-25	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-8L888782-25	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CUP-5809B407 IS EXCESS/UMBRELLA POLICY OVER GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EMPLOYERS LIABILITY.

Bid Qualification  
 Evidence of Insurance for Winter Garden

Certificate Holder is an Additional Insured for General Liability, Automobile Liability and Umbrella/Excess Liability, when required by written contract with respect to work performed for the Certificate Holder by the Named Insured and at the specified project.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ADDITIONAL REMARKS SCHEDULE

AGENCY George H. Friedlander Company		NAMED INSURED Ranger Construction Industries, Inc. 1200 Elboc Way Winter Garden FL 34787	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Coverage applies on a primary and non-contributory basis for general liability, automobile liability and umbrella/excess liability, when required by written contract.  
 All coverage include a waiver of subrogation, when required by written contract.

# *State of Florida*

## *Department of State*

I certify from the records of this office that RANGER CONSTRUCTION INDUSTRIES, INC. is a corporation organized under the laws of the State of Florida, filed on June 10, 1981, effective June 8, 1981.


The document number of this corporation is F40180.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on February 17, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of February,  
2026*



  
Secretary of State

Tracking Number: 7731008189CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# RANGER CONSTRUCTION INDUSTRIES INC

Unique Entity ID <b>FCH2MM12HBW3</b>	CAGE / NCAGE <b>9G1U1</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 2, 2026</b>	
Physical Address <b>1645 N Congress AVE West Palm Beach, Florida 33409 United States</b>	Mailing Address <b>1645 N Congress AVE West Palm Beach, Florida 33409-5152 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 20</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>www.rangerconstruction.com</b>

## Registration Dates

Activation Date <b>Sep 4, 2025</b>	Submission Date <b>Sep 2, 2025</b>	Initial Registration Date <b>Jan 12, 2023</b>
---------------------------------------	---------------------------------------	--

## Entity Dates

Entity Start Date <b>Jun 8, 1981</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**Not Selected**

## Exclusion Summary

Jan 13, 2026 06:50:38 PM GMT  
<https://sam.gov/entity/FCH2MM12HBW3/coreData?status=null>

# State of Florida

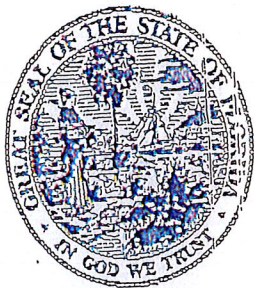


## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of RANGER CONSTRUCTION INDUSTRIES, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is F40180.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Seventeenth day of April, 1996



*Sandra B. Northam*

Sandra B. Northam  
Secretary of State



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation  
RANGER CONSTRUCTION INDUSTRIES, INC.

### Filing Information

<b>Document Number</b>	F40180
<b>FEI/EIN Number</b>	59-2098662
<b>Date Filed</b>	06/10/1981
<b>Effective Date</b>	06/08/1981
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	CORPORATE MERGER
<b>Event Date Filed</b>	12/27/2010
<b>Event Effective Date</b>	12/31/2010

### Principal Address

1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Changed: 10/04/2022

### Mailing Address

1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Changed: 10/04/2022

### Registered Agent Name & Address

BROWNING, DOUGLAS  
1645 N Congress Ave  
West Palm Beach, FL 33409

Name Changed: 08/25/2010

Address Changed: 04/13/2023

### Officer/Director Detail

#### **Name & Address**

Title ST

BROWNING, DOUGLAS J  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title PRESIDENT

SCHAFER, ROBERT  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title VP

FRANK, SCOTT  
1645 N CONGRESS AVE  
WEST PALM BEACH, FL 33409

Title CHAIRMAN, CEO

VECELLIO JR, LEO A  
1645 N CONGRESS AVE  
WEST PALM BEACH, FL 33409

Title VP

Fowler, Frank Scott  
1200 Elboc Way  
Winter Garden, FL 34787

Title VP

VECELLIO, MICHAEL A  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title VP

VECELLIO, CHRISTOPHER S  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title VP

VECELLIO, KATHRYN C  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title Director of Finance, Compliance & Tax

SMITH, ROBERT D  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title CHIEF ESTIMATOR-CENTRAL, ASST. SECRETARY

SKUBAL, STEVE  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title ASST SECRETARY

YODER, WILLIAM  
4510 Glades Cut Off Rd  
Ft Pierce, FL 34981

Title ASST TREASURER, ASST SECRETARY

GWINN, L.L.  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title ASST. SECRETARY

KRACUNAS, MICHAEL  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title BRANCH OPERATIONS MANAGER

FLYNN, PATRICK  
4510 Glades Cut Off Rd  
Ft Pierce, FL 34981

Title ASST SECRETARY

ELLIS, BRIAN  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title VP

TIMMING, JAMIE R  
1645 N CONGRESS AVE  
WEST PALM BEACH, FL 33409

Title VP of Finance

SULLIVAN, MICHAEL  
1645 N CONGRESS AVE  
WEST PALM BCH, FL 33409

Title General Counsel, Asst. Secretary

Frye, Robert  
 1645 N Congress Ave  
 West Palm Beach, FL 33409

Title Asst. Treasurer, Asst. Secretary

Lilly, Michele  
 1645 N Congress Ave  
 West Palm Beach, FL 33409

Title Operations Manager, Asst Secretary

Brown, Richard  
 1200 Elboc Way  
 Winter Garden, FL 34787

**Annual Reports**

Report Year	Filed Date
2022	04/27/2022
2023	04/13/2023
2024	04/03/2024

**Document Images**

<a href="#">04/03/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/13/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/27/2020 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/15/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/30/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/02/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/08/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/28/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/27/2010 -- Merger</a>	<a href="#">View image in PDF format</a>
<a href="#">08/25/2010 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">01/08/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/27/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/17/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

<a href="#">02/16/2005 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/01/2004 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/19/2003 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/19/2002 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/31/2001 -- ANNUAL REPORT</a>	View image in PDF format
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<a href="#">03/22/1999 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/12/1998 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/11/1997 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/07/1996 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/22/1995 -- ANNUAL REPORT</a>	View image in PDF format

Florida Department of State, Division of Corporations



## DRUG AND ALCOHOL-FREE WORKPLACE POLICY

Ranger Construction Industries, Inc (“Ranger”), is committed to maintaining a work environment that is free from the influence of both illegal drugs and Alcohol. This commitment is designed to help protect the health, safety, and wellbeing of our employees, visitors, customers, applicants for employment, temporary/contingent workers, and the like. This policy applies to all employees and applicants for employment (hereinafter collectively “Covered Persons”). In support of this effort, Ranger has adopted this Drug and Alcohol-Free Workplace Policy for all non-DOT full-time, part-time, hourly, salaried, temporary, and contingent workers at all Ranger locations. Because substance abuse at or away from work can seriously endanger the safety of employees and render it impossible to supply top-quality products and service, Ranger has also implemented a formal Employee Assistance Program to help employees in this capacity.

To this end, Ranger has adopted a comprehensive list of guidelines designed to maintain a drug and Alcohol-free workplace and to ensure compliance with all applicable regulations and requirements. Facets of this program may also extend to contractors and other persons conducting work on behalf of the Company.

Ranger will enforce this policy in a manner that is consistent with applicable federal, state, and local law.

This policy is effective 11/01/21 and supersedes any prior policy as well as other written or oral statements or representations by Ranger that are inconsistent with this policy.

*Please note:* this policy in no way guarantees employment for a certain period of time or otherwise alters an at-will employment relationship with Ranger.

**Definitions:** For purposes of this policy, the following capitalized words and terms mean:

1. **Illegal Drug** - means any drug or controlled substance that is not legally obtainable under both applicable state and federal law without a valid prescription, including, but not limited to, amphetamines, barbiturates, benzodiazepines, cocaine, designer drugs, hallucinogens, marijuana, methaqualone, opioids (opiates, such as heroin, codeine, morphine, and semi-synthetic/synthetic opioids, such as hydrocodone, hydromorphone, oxycodone, oxymorphone, and methadone), phencyclidine (PCP), propoxyphene, and/or any substances and/or materials that are prohibited by federal or applicable state regulations.
2. **Alcohol** – means a colorless volatile flammable liquid that is produced by the natural fermentation of sugars or other substances and is the intoxicating constituent of wine, beer, spirits, and other drinks, and is an industrial solvent and as fuel. This definition includes any beverage in a liquid form which contains not less than one-half of one percent of Alcohol by volume and is intended for human consumption, as well as any surrogate Alcohol, homemade Alcohol, illicit Alcohol, unrecorded Alcohol, and non-beverage Alcohol not intended for human consumption but which are consumed for purposes of becoming intoxicated.
3. **Under the Influence** – means the presence of any Illegal Drugs, Unauthorized Substance, or Alcohol that has been consumed by a Covered Person, and includes actions, appearance, speech, or bodily odors that reasonably cause Ranger to conclude that a Covered Person is impaired because of Illegal Drug use, Alcohol use, or misuse of legal drugs (prescription and possibly over the counter drugs).
4. **Premises or Property** – means buildings, parking lots, vehicles owned or leased by Ranger or used for Ranger purposes, work facilities and plants, warehouses, equipment, or land used by Ranger, or its customers or suppliers.
5. **Safety-Sensitive Positions** - means positions that require tasks involving a potential risk of injury to self or others, or as otherwise defined by applicable federal, state, or local law. Any Covered Persons responsible for operating a company or stipend vehicle or for the health, safety, and welfare of Ranger employees are also considered to work in a Safety-Sensitive Position. *See Appendix A.*



6. **Unauthorized Substances** – means over-the-counter or prescription drugs used, possessed, purchased, obtained, transferred, dispensed, trafficked, sold, or distributed in violation of this policy. See “Prohibitions” number 4 (A) – (D) below. Unauthorized substances also include substances that cause drug-like effects, but which may not necessarily be illegal under applicable laws, used for a purpose other than their intended purpose (e.g. specifically including the inhalation of intoxicating substances, such as nitrous oxide, glue, cleaning products, etc.), and used in an unsafe manner or quantity so as to impair the employee’s ability to safely and adequately perform his/her job responsibilities.

**Prohibitions:** Covered Persons are prohibited from engaging in the conduct outlined in this section:

1. Covered Persons are prohibited from reporting to work, being on Ranger Premises or Property, or performing work (on or off Ranger Premises or Property or Customer Premises or Property) while under the influence of Alcohol, Illegal Drugs, and/or Unauthorized Substances. The presence of any consumed Alcohol in Covered Person’s system, regardless of when consumed, may be subject to disciplinary action in accordance with this policy.
2. Covered Persons are prohibited from applying for employment, reporting to work, being on Ranger Premises or Property, or performing work (on or off Ranger Premises or Property) with Alcohol in his/her system sufficient to yield a positive Alcohol test result and/or with Illegal Drugs (and/or drug metabolites) in his/her system which meets or exceeds nationally accepted standards for determining detectable levels of controlled substances as adopted by the federal Substance Abuse and Mental Health Services Administration or applicable state law.
3. Covered Persons are prohibited from using, possessing, purchasing, selling, manufacturing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute) Alcohol, Illegal Drugs, and/or Unauthorized Substances, including related paraphernalia, in any amount, in any manner, or at any time, on Ranger Premises or Property, or while performing work (on or off Ranger Premises or Property).
4. Covered Persons are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic, or distribute) over-the-counter, or prescription drugs on Ranger Premises or Property, or while performing work, as set forth below. Specifically, Covered Persons are prohibited from using, possessing, purchasing, selling, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, sell, transfer, dispense, traffic, or distribute):
  - a. prescription drugs that are not prescribed to the Covered Person and/or prescribed on an invalid or non-current prescription;
  - b. prescription drugs that are prescribed to the Covered Person at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription;
  - c. over-the-counter drugs in a manner or quantity other than set forth in the directions; or
  - d. over-the-counter or prescription drugs in an unsafe manner.
5. Covered Persons are prohibited from refusing to provide an adequate drug or Alcohol test sample/specimen without a valid medical basis, refusing to cooperate during collection or testing, or failing to report (or report promptly) to the collection site without a legitimate reason.
6. Covered Persons are prohibited from providing an altered, adulterated, diluted, or substituted drug or Alcohol test sample or specimen. Covered Persons are prohibited from using a device or substance to interfere or attempt to interfere with a drug or Alcohol test.
7. Excepting the need for first-aid or emergency medical care (or where otherwise provided by law), Covered Persons asked to submit to a post-accident or reasonable suspicion Alcohol or drug test are prohibited from using Alcohol or drugs (including over-the-counter or prescription drugs) for eight (8) hours following the accident or



determination of reasonable suspicion, or until the Covered Person undergoes an Alcohol or drug test, whichever occurs first.

8. Covered Persons are prohibited from failing or refusing to report a conviction for a drug-related offense within five (5) days of such conviction, even if the activities giving rising to the conviction did not occur on Ranger Premises or Property, or while performing work for Ranger.

*Marijuana:* Note that it is Ranger’s intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, Ranger will comply with federal law, except where otherwise provided. For example, some state laws permit the use and possession of marijuana for medical and/or non-medical purposes, but federal law does not. In the absence of state law to the contrary, Ranger considers marijuana to be an Illegal Drug for purposes of this policy in *all* states – even those states that allow for medical and/or non-medical use.<sup>1</sup> Moreover, even if an individual’s use of marijuana may otherwise be permissible under state law, the use or possession of marijuana or being under the influence or impaired by marijuana on Ranger Premises or Property or while on Ranger business is strictly prohibited.

*Alcohol Use at Ranger Events:* Alcohol is served at certain Ranger sponsored events and/or business-related activities. At those events, Alcohol consumption by Covered Persons (in moderation) does not violate the terms of this policy so long as the Covered Person exercises good judgment and so long as the Covered Person acts in a lawful, safe, professional, and responsible manner at all times.

### **Appropriate Use of Prescription Medication**

Covered Persons’ proper use of over-the-counter medication or medication that has been prescribed by a physician for that Covered Person is not prohibited by this policy. It is each Covered Person’s responsibility to check with a physician regarding whether the use of any medication may adversely affect performance or safety at work. Ranger does not unlawfully discriminate against employees or applicants on the basis of disability. *Employees and applicants who seek a reasonable accommodation due to an underlying disability are encouraged to submit any requests to the Human Resources Department.*

A Covered Person who is using or tests positive for a prescription drug for which he/she has a valid prescription, but which drug use may pose a direct threat to the employee or others in the workplace (or which otherwise adversely affects the employee’s job performance), may be subject to further assessment. In such cases, Ranger will conduct an individualized assessment of the individual’s ability to perform the essential functions of the job in question while utilizing such drug without posing a direct threat to the health or safety of the employee or others in the workplace, before taking any further action related to the employee’s employment.

### **Medication Disclosure**

Covered Persons in Safety-Sensitive Positions who are taking a drug or medication which adversely affects, or which may reasonably be expected to adversely affect, the Covered Person’s ability to perform work in a safe and productive manner, are required to promptly report the use of such drug and/or medication to the Safety Department using the Medications Disclosure Form and Authorization for Release of Information attached hereto. *See Appendix B.* When making such a disclosure, Covered Persons need not disclose any underlying medical condition unless specifically requested by safety personnel or the Human Resources Department for purposes of evaluating reasonable accommodations for a Covered Person’s disability. Such disclosures will be, to the extent appropriate, treated confidentially by Ranger. This Medications Disclosure Form is job-related and consistent with business necessity.

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<sup>1</sup> Ranger will not discriminate against Covered Persons based on their status as a patient enrolled in a medical cannabis registry program in those states where applicable and will not discriminate against patients enrolled in State authorized medical cannabis registry programs who test positive for cannabis components or metabolites. Notwithstanding, Covered Persons shall not use, possess, or be impaired by cannabis on Ranger Premises or Property during working hours.



Upon receipt of the completed Medications Disclosure Form, the Safety Department, and where appropriate, the Covered Person, the Covered Person's physician, Ranger's Medical Review Officer ("MRO"), and/or the Covered Person's supervisor(s), will determine the appropriate response consistent with applicable law.

### **Non-Discrimination**

In accordance with the Americans with Disabilities Act and state anti-discrimination laws, Ranger does not discriminate against any Covered Person who is a qualified individual with a disability, who is not currently using Illegal Drugs, and who has either successfully completed a rehabilitation program, or who may be currently participating in a supervised rehabilitation program and is no longer using Illegal Drugs. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

### **Drug and Alcohol Testing Procedures**

#### **Testing**

Ranger will perform drug and Alcohol testing on Covered Persons in a manner consistent with applicable law. Ranger may test for the presence of some or all substances defined above as Illegal Drugs and/or Alcohol. The following are the types of testing that Ranger may employ:

1. **Pre-Employment/Post-Offer Testing:** Individuals extended a conditional offer of employment may, as a prerequisite to their employment with Ranger, be required to submit to a drug test.
2. **Post-Accident Testing:** Covered Persons will be subject to Post-accident drug testing when any accident results in a fatality, requires medical attention beyond first aid or results in lost work time, caused property damage (including damage to vehicles owned or leased by Ranger or being used for Ranger purposes) in a significant amount, or involved a Ranger customer or client. Covered Persons may be Alcohol tested when there is a reasonable suspicion that Alcohol use may have been a contributing factor to the injury or accident.

Testing under this section will be undertaken as soon as practicable after the reported injury or accident and administered to Covered Persons who Ranger reasonably believes may have contributed to the injury or accident. Testing under this section will be applied in a neutral fashion, to foster a safe work environment, and will only be undertaken to identify drug or Alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries. Employees who have been required to submit to a test as set forth above as a result of an accident will not be allowed to return to work until the results of the test become available to Ranger and it is determined by Ranger that those Employees may return to work in accordance with this policy.

3. **Reasonable Suspicion/For Cause Testing:** Covered Persons will be drug/Alcohol tested when there is a reasonable belief based on specific facts and rational inferences drawn from those facts that a Covered Person is engaged in the inappropriate or illegal use of drugs/Alcohol and/or has violated this policy (where permitted by applicable law). Such specific facts and reasonable inferences would include, but are not limited to, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of a Covered Person. Such specific facts and reasonable inferences should, when possible, be observed by two (2) or more people. Such persons will not be allowed to drive themselves to a clinic for drug/Alcohol testing or return to work until the results of the drug/Alcohol test become available to Ranger.
4. **Random Testing:** Covered Persons will be subject to random, unannounced drug and Alcohol testing, in accordance with applicable state and/or federal law. *See Appendix A.* All Covered Persons subject to the above testing are selected randomly by an independent contractor and will have an equal probability of being neutrally selected for such testing.



## Testing Procedures

Drug or Alcohol test samples/specimens (typically breath in the case of Alcohol and typically urine, oral fluid, or hair in the case of drugs) will be collected in private by a certified collector approved by Ranger.<sup>2</sup> The collector will maintain appropriate chain of custody procedures and documentation. All reasonable attempts will be made to protect the privacy of individuals providing drug/Alcohol samples/specimens and sample collection shall be conducted in accordance with applicable federal, state, or local law.<sup>3</sup>

Immediately after Ranger determines that a Covered Person shall be tested, a Ranger representative will direct or escort the Covered Person to a collection site or certified collector to facilitate the collection of the appropriate specimen.

Ranger will pay the full cost of any testing it has requested or required of a Covered Person.

Ranger will normally schedule testing of currently employed Covered Persons during, or immediately before or after, a regular work period. Time spent complying with testing required by Ranger under this policy is considered work time for purposes of compensation and benefits.

## Testing Results

A Covered Person shall not be deemed to be positive on a drug or Alcohol test until the Covered Person's sample/specimen has been subject to confirmatory testing. The confirmatory test will be by gas chromatography mass spectrometry where required by applicable law or by another comparably reliable analytical method.<sup>4</sup> Confirmatory testing will be conducted by a laboratory certified in accordance with applicable federal, state, or local law.

A drug test will be considered positive when the screening levels established by the testing laboratory are exceeded.<sup>5</sup> Information regarding the screening cutoff levels for various drugs will be made available upon request.

Positive test results (or results determined to be adulterated, diluted, or substituted) will be communicated to Ranger's Medical Review Officer (MRO). On receipt of positive test results (or results determined to be adulterated, diluted, or substituted), the MRO will inform the Covered Person of the positive test results and discuss the results with the Covered Person. In this discussion, the MRO will provide the Covered Person with an opportunity, in confidence, to provide a medical explanation for the result (including the opportunity to identify prescription and non-prescription drug use), the opportunity to contest/rebut the positive test result, and/or the opportunity to provide any information the Covered Person feels is relevant.<sup>6</sup> After speaking with the Covered Person, the MRO will report the results to Ranger as appropriate. Ranger will then make a determination regarding the appropriate response to the positive test results, which may include disciplinary action, up to and including termination of employment.

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<sup>2</sup> In North Carolina, Covered Persons will receive written notice of their rights under the State's controlled substance testing statute and regulations at the time the individual provides any sample for controlled substance testing.

<sup>3</sup> In Virginia, testing shall be performed, and a sample collected, in accordance with scientifically recognized standards by a laboratory accredited by the United States Department of Health and Human Services, the College of American Pathology, or the American Association for Clinical Chemistry, or the equivalent.

<sup>4</sup> Screening, testing, and confirmation procedures for all Covered Persons subject to controlled substance testing under North Carolina law will comply with the requirements of the U.S. Department of Health and Human Services, 59 Federal Register No. 110, pages 29908 through 29931 (June 9, 1994), the requirements of the College of American Pathologists' (CAP) Forensic Urine Drug Test Inspection Checklist, and/or alternative procedures that meet the requirements of North Carolina's CSERA. Further, confirmation testing for all Covered Persons subject to controlled substance testing under North Carolina law will be done by the use of gas chromatography with mass spectrometry or an equivalent scientifically accepted method.

<sup>5</sup> In North Carolina, a Covered Person has the right to retest a confirmed positive sample of a controlled substance test at the same or another approved laboratory during the time which the sample is required to be retained under North Carolina law. The Covered Person must request the release of the sample in writing specifying to which approved laboratory the sample is to be sent. The Covered Person incurs all reasonable expenses for chain of custody procedures, shipping, and retesting of positive samples related to this request. Covered Persons in West Virginia have a right to request that a split sample be tested at another laboratory at the Covered Person's expense.

<sup>6</sup> In Alabama, a Covered Person who receives a positive confirmed test result may contest or explain the result to Ranger within five (5) working days after written notification of the positive test result. In Tennessee, a Covered Person may contest the results of a positive drug test within five (5) days of receiving written notice of the positive drug test result.



Covered Persons wishing to contest/rebut a positive test result must utilize the process explained by the MRO. Covered Persons, at their own expense, may request another test be performed utilizing the original specimen submitted at the time the initial sample was collected. No new samples may be submitted. If the result of the retest is determined to be negative, the Company will reimburse the cost of the retest and reinstate the Covered Person's employment status.

The results of any and all drug or Alcohol tests will be maintained in secure (locked), confidential medical files, separate from personnel files. Ranger will not release any information regarding the test results outside of Ranger without the written consent of the individual tested, except as otherwise authorized or required by law. Covered Persons may obtain copies of all information and records relating to the Covered Persons' testing.

### **Forfeiture of Benefits**

It is a condition of employment for all Covered Persons to comply with this policy and its prohibitions on the use of Alcohol, Illegal Drugs, and/or Unauthorized Substances.

Covered Persons are hereby on notice that those who are discharged for violating this policy may be ineligible for unemployment compensation benefits.

Covered Persons are further on notice that those who test positive on a drug or Alcohol test after suffering a workplace accident and those who refuse to submit to a drug and/or Alcohol test after suffering a workplace accident may be ineligible for workers' compensation benefits relating to any injury sustained as a result of the workplace accident.

### **Education and Training**

To help employees and supervisors better understand the nature of the substance abuse problem and how it affects the workplace, as well as the terms and conditions of this policy, Ranger makes available educational materials and training sessions on an as-needed basis.

### **Employee Assistance Program**

Ranger provides its employees with access to an Employee Assistance Program ("EAP") that can offer assistance for substance use. Specifically, the EAP can provide confidential information concerning the dangers of substance abuse and to help in obtaining counseling, treatment, and/or rehabilitation for drug or Alcohol abuse. Note that, unless required by law, Ranger does not pay for drug/Alcohol treatment and/or counseling services. Please refer to your medical provider for any benefits that may be offered for treatment and/or counseling services.

EAP eligibility information and EAP contact information can be obtained from Ranger's Human Resource Department.

Note that a Covered Person's first request for assistance from the EAP *before* drug or Alcohol testing required under this policy will not itself be used as the basis for disciplinary action. A Covered Person's request for assistance from the EAP *after* drug or Alcohol testing will not be a defense to the imposition of disciplinary action where a violation of this policy has already occurred.

### **Notification of Policy**

Ranger will notify Covered Persons of this policy by: (a) statements in all recruiting ads; (b) notices posted at all hiring locations; (c) notices in all online career pages; (d) distributing this policy; and (e) making copies of this policy available for inspection by Covered Persons during regular business hours.

### **Acknowledgment and Consent**

Any Covered Person subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the test for the purpose of determining the presence of Alcohol or drugs, and (2) the release to Ranger of medical information regarding the test results. *See Appendix C.* Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to disciplinary action, up to and including termination.

**Reservation of Rights**

Ranger reserves the right to administer this policy and interpret, change, or rescind the policy in whole or in part, with or without notice or consideration. In addition, changes to the applicable state and federal laws or regulations may require Ranger to modify or supplement the policy.

**Questions**

Covered Persons shall direct any questions about this policy to the Safety Department Safety Administrator at (561) 784-3541.



## APPENDIX A

### Safety-Sensitive Positions identified, but not limited to:

Accountant-Accounting  
Accountant-Finance  
Administrator-3D Machine Cntrl  
Administrator-Accounting  
Administrator-Accounts Payable  
Administrator-Contracts  
Administrator-Cost  
Administrator-Environmental  
Administrator-Facilities  
Administrator-Human Resources  
Administrator-Payroll  
Administrator-Purchasing  
Administrator-Safety  
Administrator-Trucking  
Analyst-Marketing  
Area Manager-Grade  
Area Manager-Operations  
Asphalt Raker  
Assistant Controller-Finance  
Asst Manager Dispatch-Scale Op  
Asst Manager-Administration  
Backhoe Operator-Grade  
Backhoe Operator-Pipe  
Backhoe Operator-Pit  
Backhoe Operator-Pump Station  
Beltman-Plant  
Broom Operator-Asphalt  
Bulldozer Operator-Grade  
Carpenter  
Carpenter Trainee-Bridge  
Carpenter-Bridge  
Carpenter-Lift Station  
Carpenter-Seawall  
Chief Estimator  
Clerk-Accounting  
Clerk-Accounts Payable  
Clerk-Accounts Receivable  
Clerk-Administration  
Clerk-Contracts  
Clerk-Estimating  
Clerk-General  
Clerk-Parts  
Clerk-Payroll  
Clerk-Purchasing



Clerk-Safety  
Concrete Finisher  
Controller-Finance  
Coordinator-Accounts Payable  
Coordinator-Estimating  
Coordinator-Human Resources  
Coordinator-Operations  
Coordinator-Payroll  
Coordinator-Project  
Coordinator-Safety  
Crane Operator-Bridge  
Crane Operator-Sea Wall  
Crusher Operator-Pit  
Director-Asphalt Plant Ops  
Director-Bio Diesel Marketing  
Director-Business Development  
Director-Communications  
Director-Environmental  
Director-Equipment  
Director-Family Office  
Director-Internal Audit  
Director-Mechanical Services  
Director-Operations  
Director-Operations & Bus Dev  
Director-Safety  
Director-Terminal  
Director-Training  
Dispatcher-Scale Operations  
Distributor Operator-Asphalt  
Dock Man  
Dock Man-CL I  
Dock Man-CL II  
Dragline Operator-Pit  
Driver-Operations  
Dump Truck Driver-Trucking  
Earth MSE Wall Erector-Grade  
Electrical Manager-Plant  
Electrician Helper-Plant  
Electrician-Plant  
Electrician-Plant  
Engineer-Estimating  
Engineer-Field  
Engineer-Project  
Engineer-Quarries  
Estimator  
Estimator-Engineering  
Excavator Rough-Grade



Excavator-CL II Operator  
Excavator-Grade  
Executive Assistant  
Flagger-Traffic Control  
Flat Bed Driver-Trucking  
Foreman-Asphalt  
Foreman-Bridge  
Foreman-Equipment  
Foreman-Grade  
Foreman-Milling  
Foreman-Pipe  
Foreman-Pit  
Foreman-Plant  
Foreman-Project  
Foreman-Rail  
Foreman-Shop  
Foreman-Traffic Control  
Foreman-Working Foreman  
Foreman-Working Foreman  
Fuel Truck Driver-Equipment  
Fuel Truck Driver-Shop  
General Counsel  
Generalist-Human Resources  
Gradall Operator-Grade  
Greaser-Maintenance  
Handyman-Maintenance  
Industrial Painter  
Instrument Person-Survey  
Intern-Engineering  
Janitor  
Junior Project Manager  
Laborer-Asphalt  
Laborer-Bridge  
Laborer-Carpenter Trainee  
Laborer-CL III  
Laborer-Facilities  
Laborer-Grade  
Laborer-Lift Station  
Laborer-Mechanical Services  
Laborer-Pipe  
Laborer-Plant  
Laborer-Pump Station  
Laborer-Seawall  
Laborer-Shop  
Laborer-Terminal  
Laborer-Traffic Control  
Landscaper-General



Lead Carpenter  
Lead Mechanic-Shop  
Lead Operator-Terminal  
Lead Person In Charge  
Lead-Asphalt  
Lead-Bridge  
Lead-Grade  
Lead-Lift Station  
Lead-Mechanical Services  
Lead-Pipe  
Lead-Plant  
Lead-Pump Station  
Lead-Seawall  
Lead-Trucking  
Loader Operator-Asphalt  
Loader Operator-Grade  
Loader Operator-Pipe  
Loader Operator-Pit  
Loader Operator-Plant  
Loader Operator-Rail  
Loader Operator-Scale Ops  
Lowboy Driver-Shop  
Lowboy Driver-Trucking  
Lubeman-Equipment  
Maintenance Manager-Plant  
Manager- Sales  
Manager-Accounting  
Manager-Accounts Payable  
Manager-Accounts Receivable  
Manager-Asphalt  
Manager-Branch  
Manager-Business Development  
Manager-Commercial Services  
Manager-Drone Surveying  
Manager-Engineering  
Manager-Environmental  
Manager-Equipment  
Manager-Facilities  
Manager-Fleet  
Manager-General  
Manager-Human Resources  
Manager-Marketing  
Manager-Operations  
Manager-Payroll  
Manager-Plant  
Manager-Project  
Manager-Project



Manager-Quality Control  
Manager-Safety  
Manager-Shop  
Manager-Terminal  
Manager-Trucking  
Mechanic Helper-Equipment  
Mechanic Helper-Maintenance  
Mechanic Helper-Plant  
Mechanic Helper-Shop  
Mechanic-Equipment  
Mechanic-Field  
Mechanic-Field-Shop  
Mechanic-Plant  
Mechanic-PM-Shop  
Mechanic-Shop  
Mill Operator-Asphalt  
Motor Grader Op Trainee  
Motor Grader Operator  
Off Highway Truck Driver  
Off Hwy Rear DumpTruck Driver  
Off Road Driver-Trucking  
Partsman-Shop  
Party Chief-Survey  
Paver Operator-Asphalt  
Person In Charge  
Pile Driver Operator-Bridge  
Pilot  
Pipelayer-CL II Laborer  
Pipelayer-Pipe  
Plant Operator  
Plant Operator Trainee  
Plant Operator-Asphalt  
Presidenmt-Ranger Construction  
President  
President-Corporate  
President-Hal Jones Contractor  
President-Ranger Construction  
President-Sharpe Brothers  
President-Vecellio & Grogan  
President-White Rock Quarries  
Receptionist  
Roller Operator-Asphalt  
Roller Operator-Grade  
Sales Representative  
Screed Op Trainee-Asphalt  
Screed Operator-Asphalt  
Screenman-Plant



Secretary&Treasurer-Corporate  
Senior Manager-Project  
Service Driver-Shop  
Service Truck Driver-Asphalt  
Service Truck Driver-Shop  
Shuttle Buggy-Asphalt  
Specialist-Traffic Control  
Sr Accountant-Tax  
Sr Clerk-Accounts Payable  
Sr Crane Operator-Bridge  
Sr Director-Engineering  
Sr Estimator  
Sr Manager-Plant  
Sr Superintendent-Asphalt  
Sr Technical Architect-IT Tech  
Sr Technical Business Analyst  
Sr Technical Manager-IT Tech  
Sr Terminal Operator  
Sr Vice President-Finance  
Sr Vice President-Vecenergy  
Steam Jenny-Equipment  
Superintendent-Asphalt  
Superintendent-Bridge  
Superintendent-Equipment  
Superintendent-Grade  
Superintendent-Operations  
Superintendent-Pipe  
Superintendent-Plant  
Superintendent-Project  
Supervisor-General  
Supervisor-Operations  
Supervisor-Quality Control  
Supervisor-Terminal  
Systems Coordinator-IT Tech  
Tanker Driver-Trucking  
Tech Trainee-Quality Control  
Technical Architect-IT Tech  
Technical Business Analyst  
Technical IT Support Manager  
Technical Manager-IT Tech  
Technical Support Specialist  
Technical Trainer  
Technician-Facilities  
Technician-Field  
Technician-Lab  
Technician-Preventive Maint  
Technician-Quality Control



Terminal Operator  
Testing Tech-Mech Services  
Truck Driver GVWR >26,000 lbs  
Truck Driver-Pit  
Utility Operator-Asphalt  
Utility Operator-Grade  
Utility Operator-Pit  
Utility Operator-Pump Station  
Utility Operator-Seawall  
Vice President-Asphalt Marketing  
Vice President-Asphalt Plant Operations  
Vice President-Corporate  
Vice President-Corporate  
Vice President-Finance  
Vice President-Human Resources  
Vice President-IT Technology  
Vice President-Operations  
Vice President-Quarry Operations  
Vice President-Safety & Risk Management  
Welder-Bridge  
Welder-Field  
Welder-Mechanical Services  
Welder-Pit  
Welder-Plant  
Welder-Shop  
Working Foreman-Bridge  
Working Foreman-Carpenter  
Working Foreman-Grade  
Working Foreman-Lift Station  
Working Foreman-Pipe  
Working Foreman-Pump Station  
Working Foreman-Seawall





**Authorization for Release of Information**  
**To be completed by Covered Persons who submit a Medications Disclosure Form**

To: Custodian of Records

I hereby authorize the use or disclosure of my health information as described below.

Name: \_\_\_\_\_ Last four digits of SSN: \_\_\_\_\_ DOB: \_\_\_\_\_

Persons authorized to provide information: Any HIPAA-covered entity including, but not limited to, any doctor, hospital, pharmacy, or other medical service provider, health plan, health maintenance organization, or insurer.

Persons authorized to receive information: Ranger's Human Resources Department.

Specific description of information (including date(s) of service): Regarding the Medications Disclosure Form for Safety-Sensitive Positions that I completed for my work for Ranger, I hereby authorize and request you to permit Ranger's Human Resources Department to examine any and all information, documents, files, records, charts, progress notes, diagnoses, and the like, in your possession, custody or control, concerning your care, evaluation, treatment, and billing pertaining to me, including, but not limited to, any and all information concerning matters of a physical, mental, emotional, psychological, and psychiatric nature, but shall exclude any or all psychotherapy notes kept and maintained separately from other medical records. I further authorize and request you to permit said representative to copy or reproduce the desired portions of your documents, files, records, charts, progress notes, evaluations, and the like pertaining to such care, evaluation, treatment, and billing. Records obtained pursuant to this authorization will be used for purposes of determining my ability to undertake safety-sensitive work for Ranger only.

I understand that I have the right to examine any mental health records that are disclosed pursuant to this authorization at any time upon request to Ranger.

A photocopy of this authorization is to be treated as an original.

Purpose of the use or disclosure: Determining the ability to undertake safety-sensitive work for Ranger.

I understand that I am entitled to a copy of this form when I sign it. Initials: \_\_\_\_\_

I understand that this authorization will expire 30 days from the date it is signed below.

I understand that I have the right to revoke this authorization at any time by notifying any covered entity in writing. The revocation will be effective only from the date it is received, will not apply retroactively, and will not be effective to the extent the covered entity has already relied on this authorization.

I understand that this authorization is voluntary and that the plan or service provider will not condition treatment or other services, enrollment in a group health plan, eligibility for benefits, or payment of claims on giving this authorization.

I understand this authorization may allow the information specified herein to be disclosed to persons or organizations that are not health plans, covered healthcare providers, or healthcare clearinghouses subject to federal privacy laws governing health information. I understand that the information authorized to be disclosed pursuant to this authorization may be subject to further disclosure by the recipient(s) and is no longer protected by federal privacy regulations.

By signing this form, I authorize the disclosure of the information specified to the person or persons identified above.

Signature of Individual or Legal Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Individual or Legal Representative: \_\_\_\_\_

Relationship to Individual: \_\_\_\_\_



## APPENDIX C

### Acknowledgement and Consent

I certify that I have received and understand Ranger's Drug and Alcohol-Free Workplace Policy.

I agree to comply with Ranger's Drug and Alcohol-Free Workplace Policy and understand that failure to comply is grounds for disciplinary action, up to and including termination.

I voluntarily consent to submit to drug and/or Alcohol testing as outlined in Ranger's policy.

I consent to provide specimens at the assigned collection site(s) and further consent to have urine and/or breath specimens tested for drugs, Alcohol, and/or controlled substances (and their metabolites) at a certified laboratory.

Further, if I enroll or participate in a substance abuse rehabilitation program ("Program"), which is approved by Ranger, I freely and voluntarily consent and authorize the Program to communicate, verbally or in writing, with Ranger, and to release to Ranger any verbal or written recommendations, findings, conclusions, or results from the program, upon Ranger's verbal or written request. I agree to release the Program, including its agents, officers, directors, or employees, from any and all liability of whatever kind as a result of the release of information to Ranger.

In order to provide information to Ranger, I agree to execute authorizations, release forms, or other documentation as may be required under federal, state, or local law, including but not limited to, the Substance Abuse regulations codified at 42 C.F.R. Part 2 and the Privacy Regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996.

I understand and agree that my at-will employment status cannot be altered by any verbal statement or alleged verbal agreement. It can only be changed by a legally-binding, written contract covering employment status. An example of this would be a written employment agreement for a specific duration of time. I understand and agree that nothing contained in this Acknowledgement and Consent or in Ranger's Drug and Alcohol-Free Workplace Policy shall be considered an employment contract for a definite term.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwanee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

4/8/2025

**RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL**

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:  
RANGER CONSTRUCTION INDUSTRIES INC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

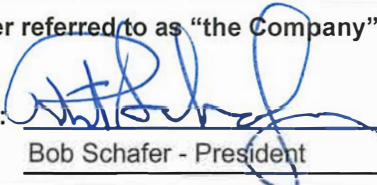
Sincerely,

*Aldrin T. Sanders*

Aldrin Sanders  
State Contract Compliance Administrator  
Equal Opportunity Office

**AFFIRMATIVE ACTION PLAN EXPIRATION: 4/8/2028**

**This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.**

Ranger Construction Industries, Inc. hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.	
Date: 4/7/2025	By:  Signature
Corporate FEID No.: 59-2098662	Bob Schafer - President Printed name & title

## DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

### POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

### I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

<b>DBE LIAISON OFFICER:</b>
<b>NAME:</b> Robert Shafer
<b>TITLE:</b> President
<b>EMAIL:</b> Bob.Schafer@rangerconstruction.com
<b>ADDRESS:</b> 1645 N Congress Avenue, West Palm Beach, FL 33409

## II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

## III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

## IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

## V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.



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## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Ranger Construction Industries, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**ARTICLE III**  
**REFERRAL OF INDIVIDUALS TO SSA AND DHS**

**A. REFERRAL TO SSA**

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 403857

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 403857

**Approved by:**

<b>Employer</b> Ranger Construction Industries, Inc.	
<b>Name (Please Type or Print)</b> C R Leadbetter	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/25/2011
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/25/2011



Company ID Number: 403857

### Information Required for the E-Verify Program

#### Information relating to your Company:

<b>Company Name</b>	Ranger Construction Industries, Inc.
<b>Company Facility Address</b>	1645 N Congress West Palm Beach, FL 33409
<b>Company Alternate Address</b>	
<b>County or Parish</b>	PALM BEACH
<b>Employer Identification Number</b>	592098662
<b>North American Industry Classification Systems Code</b>	237
<b>Parent Company</b>	Vecellio Group, Inc.
<b>Number of Employees</b>	100 to 499
<b>Number of Sites Verified for</b>	4 site(s)



Company ID Number: 403857

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 4



**Company ID Number:** 403857

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Ann Popoff  
Phone Number 5617843519  
Fax 5617921408  
Email apopoff@ranaerconstruction.com

Name Monique Gors  
Phone Number 5617843548  
Fax 5617921408  
Email monique.gors@vecellioagroup.com

Name C R Leadbetter  
Phone Number 5617843535  
Fax 5617843465  
Email rleadbetter@vecellioagroup.com



Company ID Number: 403857



This list represents the first 20 Program Administrators listed for this company.

**LITIGATION HISTORY FOR**  
**RANGER CONSTRUCTION INDUSTRIES, INC.**  
**(FIVE (5) YEARS)**

The following concerns all claims, arbitrations, and lawsuits brought by or against Ranger Construction Industries, Inc. (Ranger), or predecessor organizations, within the last five (5) years but excludes employee/labor related claims. There are no relevant administrative hearings. Any settlements are confidential.

**2020 Cases**

**1. Case Number, Name and Date Filed**

*Ranger Construction Industries, Inc. v. Wantman Group, Inc.*, Palm Beach County Circuit Court Case No. 50 2020 CA 002166 MB, Division AD

Ranger is Plaintiff/Counter-Defendant

Filed: February 25, 2020

**Name of Court or other Tribunal**

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Ranger Construction brought an action against Wantman Group for Breach of Contract (Count I) and Professional Negligence (Count II). Wantman Group filed a Counterclaim against Ranger Construction for Breach of Contract (Count I) and Unjust Enrichment (Count II).

**Brief description of the Subject Matter and Project Involved**

This is a dispute commenced by Ranger Construction claiming that Wantman Group caused damages to Ranger Construction in the form of additional costs due to work efforts to overcome errors by Wantman Group on the I-95 at St. John's Heritage Parkway Interchange Project for FDOT in Brevard County, Florida. Wantman Group countered claiming monies unpaid to it by Ranger Construction for work performed.

**Disposition of Case**

The case has been settled, and the case has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

**Opposing Counsel**

Name: Eddie Baird  
Baird Law  
941 W. Morse Blvd., Suite 100  
Winter Park, FL 32789

Email: eddie@baird.law

Telephone: 407-906-7615

## **2. Case Number, Name and Date Filed**

*Ranger Construction Industries, Inc. v. Hubbard Construction Company*, Broward County Circuit Court Case No.: 06 2020 CA 010113 CE

Filed: June 19, 2020

Ranger is Plaintiff

### **Name of Court or other Tribunal**

Broward County Circuit Court – Seventeenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

### **Type of Case**

Civil

### **Claim or Cause of Action and Brief description of each Count**

Ranger Construction brought a single count lawsuit against Hubbard Construction for Breach of Contract.

### **Brief description of the Subject Matter and Project Involved**

This is a payment dispute where Ranger Construction seeks payment for work performed for Hubbard Construction on the SR-9/I-95 Project for FDOT in Miami-Dade and Broward Counties.

### **Disposition of Case**

This matter has settled, and has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

### **Opposing Counsel**

Name: Curtis L. Brown  
Wright, Fulford, Moorhead & Brown, P.A.  
505 Maitland Avenue, Suite 1000  
Altamonte Springs, FL 32701

Email: [cbrown@wfmblaw.com](mailto:cbrown@wfmblaw.com)

Telephone: 407-425-0234

## **3. Case Number, Name and Date Filed**

*Wesley Allen Miller v. Michael Colby Dorosz and Ranger Construction Industries, Inc.*, Orange County Circuit Court Case No. 2020-CA-011462-O

Ranger is a Defendant

Filed: November 17, 2020

**Name of Court or other Tribunal**

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$30,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Plaintiff brought an action for Negligence as to each Defendant arising from an automobile accident.

**Brief description of the Subject Matter and Project Involved**

This dispute concerns a claim for damages arising from an automobile accident relating to a Project near SR 408 in Orange County, Florida.

**Disposition of Case**

This case has been settled and a Notice of Settlement has been filed. The filing of a dismissal remains pending.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

**Opposing Counsel**

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Orlando, FL 32801  
  
Email: [atoth@forthepeople.com](mailto:atoth@forthepeople.com)  
  
Telephone: 407-420-1414

**4. Case Number, Name and Date Filed**

*Prince Contracting, LLC v. Ranger Construction Industries, Inc.*, Orange County Circuit Court Case No. 2020-CA-010736-O

Ranger was a Defendant

Filed: November 26, 2020

**Name of Court or other Tribunal**

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$30,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Prince Contracting, LLC brought an action against Ranger for Contractual Indemnification and Breach of Contract allegedly due to an auto accident on a Project located in Orange County. This concerns the *Rios* litigation cited above.

**Brief description of the Subject Matter and Project Involved**

This matter concerns the same facts as the *Rios* litigation cited above.

**Disposition of Case**

The case has been settled, and the case has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelligroup.com](mailto:rob.frye@vecelligroup.com)  
Phone: 561-784-3487

**Opposing Counsel**

Name: Kurt M. Spengler  
Wicker Smith  
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Orlando, FL 32801  
  
Email: [kspengler@wickersmith.com](mailto:kspengler@wickersmith.com)  
  
Telephone: 407-843-3939

**2021 Cases**

**1. Case Number, Name and Date Filed**

*Ranger Construction Industries, Inc. v. Competition Grading, Inc.*, Palm Beach County Small Claims Court Case No. 502021SC001627XXXXMBRE

Ranger is Plaintiff

Filed: January 28, 2021

**Name of Court or other Tribunal**

Palm Beach County Small Claims Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Ranger Construction brought an action against Competition Grading due to nonpayment by Competition Grading for asphalt materials sold to Competition Grading.

**Brief description of the Subject Matter and Project Involved**

Competition Grading accepted the asphalt and incorporated the asphalt into a Project known as Car World of Palm Beach, and then failed by Ranger Construction for the same.

**Disposition of Case**

Default and Default Final Judgment were entered against Competition Grading. This matter remains pending while Ranger seeks to collect on the Default Final Judgment.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

**Opposing Counsel**

There is no opposing counsel.

**2. Case Number, Name and Date Filed**

*Ranger Construction Industries, Inc. v. R.I.B. Equipment Services, LLC*, Broward County Small Claims Court Case No. 062021SC011352AXXXCE

Ranger is Plaintiff

Filed: March 1, 2021

**Name of Court or other Tribunal**

Broward County Small Claims Court – Seventeenth Judicial Circuit

Amount in dispute is less than \$5,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Ranger Construction brought an action against R.I.B. Equipment due to nonpayment by R.I.B. Equipment for asphalt materials sold to R.I.B. Equipment.

**Brief description of the Subject Matter and Project Involved**

R.I.B. Equipment accepted the asphalt and incorporated the asphalt into a project located in Broward County, and then failed by Ranger Construction for the same.

**Disposition of Case**

This matter has settled, and the case has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye

General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

### **Opposing Counsel**

There is no opposing counsel at this time.

### **3. Case Number, Name and Date Filed**

*Greenberg v. Kolter Group Acquisitions LLC, Ranger Construction Industries, Inc. et al.*, Palm Beach Circuit Court  
Case No. 502021CA009158XXXXMB Div. AN

Ranger is Defendant

Filed: July 27, 2021

### **Name of Court or other Tribunal**

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

### **Type of Case**

Civil

### **Claim or Cause of Action and Brief description of each Count**

Plaintiff claims damages from multiple Defendants arising out of alleged defects in the work of for a Project developed by Kolter Group known as “Alton Neighborhood 1 — Phase 1 Unit of Development 2C — NPBCID Job #: PRJ-564 ARCADIS Project #: WF59OPO 1.1122” which led to an accident at the intersection of Edison Place and Dickens Terrace in Palm Beach Gardens, Florida. Ranger denies any liability from claims made against it and denies the allegations of all pleadings in the lawsuit directed at Ranger claiming such liability or responsibility.

### **Brief description of the Subject Matter and Project Involved**

Plaintiff seeks damages for injuries claimed due to an accident at Edison Place and Dickens Terrace in Palm Beach Gardens, Florida related to work performed on a Project developed by Kolter Group known as “Alton Neighborhood 1 — Phase 1 Unit of Development 2C — NPBCID Job #: PRJ-564 ARCADIS Project #: WF59OPO 1.1122”

### **Disposition of Case**

This matter as to Ranger Construction Industries, Inc. has been dismissed with prejudice.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

### **Opposing Counsel**

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Steven M. Brady, Esq.  
David Carlson, Esq.  
Allen Law Firm, P.A.

2550 S.W. 76th Street, Suite 150  
Gainesville, Florida 32608  
Phone: (352) 331-6789  
Fax: (352) 331-6785

**4. Case Number, Name and Date Filed**

*Inverrary Gardens Master Association, Inc. v. Tiger Capital Group, LLC, Ranger Construction Industries, Inc. et al.*,  
Broward County Circuit Court Case No. CACE 21-017287

Ranger is Defendant

Filed: September 20, 2021

**Name of Court or other Tribunal**

Broward County Circuit Court – Seventeenth Judicial Circuit

Amount in dispute is in excess of \$30,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Inverrary Gardens Master Association, Inc. brought an interpleader action concerning funds held regarding a contract with Advanced Pavement Group, LLC concerning a project for the Association. The action seeks to determine how the funds should be distributed.

**Brief description of the Subject Matter and Project Involved**

Ranger Construction had supplied some asphalt to the Project, but has been paid in full and provided a Final Release for the payment.

**Disposition of Case**

This matter has been resolved as to Ranger Construction and the case as to Ranger Construction has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

**Opposing Counsel**

John Schank  
Frank, Weinberg & Black, P.L.  
7805 SW 6<sup>th</sup> Court  
Plantation, FL 33324  
Office: (954) 474-8000  
Fax: (954) 474-9850  
Email: [jscahnk@fwblaw.net](mailto:jscahnk@fwblaw.net)

**5. Case Number, Name and Date Filed**

*Lindsey Mitchell v. Brett Vaughn and Ranger Construction Industries, Inc.*, Orange County Circuit Court Case No.  
2021-CA-009362-O

Ranger was a Defendant

Filed: September 24, 2021

**Name of Court or other Tribunal**

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$30,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Plaintiff brought an action for Negligence as to each Defendant arising from an automobile accident.

**Brief description of the Subject Matter and Project Involved**

This dispute concerns a claim for damages arising from an automobile accident relating to a Project near the intersection of I-4 and SR 414 in Maitland, Florida.

**Disposition of Case**

The case has been settled, and dismissal of the action is pending.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

**Opposing Counsel**

Name: Donna Zmijewski  
DAN NEWLIN INJURY ATTORNEYS  
7335 W. Sand Lake Road, Suite 300  
Orlando, FL 32819

Email: [donna@newlinlaw.com](mailto:donna@newlinlaw.com)

Telephone: 407-440-9524

**2022 Cases**

**1. Case Number, Name and Date Filed**

*Traffic Control Devices, LLC v. Ranger Construction Industries, Inc. and Travelers Casualty and Surety Company of America*, Seminole County Circuit Court Case No. 2022-CA-000032

Ranger is a Defendant

Filed: January 14, 2022

**Name of Court or other Tribunal**

Seminole County Circuit Court – Eighteenth Judicial Circuit

Amount in dispute is in excess of \$50,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Traffic Control Devices, LLC has brought a claim for Breach of Contract (Count I) and an action for Action on Payment Bond (Count II) seeking payment of monies claimed to be owed to Traffic Control Devices, LLC by Ranger Construction Industries, Inc. and its payment bond surety.

**Brief description of the Subject Matter and Project Involved**

Traffic Control Devices, LLC seeks payment for work performed concerning the SR 91, AET Turnpike North, AET Northern Coin Conversion MP 210-249 Project for FDOT in Lake, Orange, Osceola and Sumter Counties. However, due to delays in Traffic Control Devices, LLC performance, Ranger Construction Industries, Inc. backcharged Traffic Control Devices, LLC in accordance with the Subcontract for delay impacts sustained by Ranger Construction Industries, Inc.

**Disposition of Case**

This matter has been resolved and the case has been dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelligroup.com](mailto:rob.frye@vecelligroup.com)  
Phone: 561-784-3487

**Opposing Counsel**

Alejandro Espino  
VLP COPENHAVER ESPINO, PLLC  
201 Alhambra Circle, Suite 801  
Coral Gables, Florida 33134  
Telephone: (305) 443-2043  
E-mail: [aespino@vlplaw.com](mailto:aespino@vlplaw.com)

**2. Case Number, Name and Date Filed**

*Eagle Carriers of South Florida, LLC v. Orion & Associates Trucking Solutions, LLC, Ranger Construction Industries, Inc. et al.,*  
Palm Beach County Circuit Court Case No. 50-2022-CA-005620-XXXX-MB

Ranger is a Defendant

Filed: June 30, 2022

**Name of Court or other Tribunal**

Palm County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$50,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Eagle Carriers of South Florida, LLC filed a thirteen count Complaint against various Defendants, including Ranger and its payment bond surety Travelers relating to a South Florida Water Management District Project known as C-139 Annex Restoration Phase 2 and Agricultural Area Stormwater Rerouting located in Hendry County. Count VIII (Claim Against Payment Bond) pertains to Travelers, while Counts IX (Unjust Enrichment) and X (Quantum Meruit) pertain to Ranger.

**Brief description of the Subject Matter and Project Involved**

Eagle Carriers of South Florida, LLC seeks payment for alleged hauling services provided to Orion & Associates Trucking Solutions, LLC, a trucking subcontractor to Ranger on the Project.

**Disposition of Case**

This matter has been resolved and the case has been dismissed as to Ranger, Travelers and the South Florida Water Management District.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

**Opposing Counsel**

Raul Morales  
Martinez Morales  
2600 S. Douglas Road, Suite 305  
Coral Gables, Florida 33134  
Email: [rmorales@mmlawfl.com](mailto:rmorales@mmlawfl.com)  
Phone: 305-501-5011

**3. Case Number, Name and Date Filed**

*Garrett Lamar Carter v. Central Florida Expressway Authority and Ranger Construction Industries, Inc.*, Orange County Circuit Court Case No. 2022-CA-009531-O

Ranger is a Defendant

Filed: October 20, 2022

**Name of Court or other Tribunal**

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$50,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Plaintiff brought an action for Negligence as to each Defendant arising from accident involving the Plaintiff's motorcycle.

**Brief description of the Subject Matter and Project Involved**

This dispute concerns a claim for damages arising from an accident relating to a Project near SR 414 Above Highway 441 in Orange County, Florida. The accident allegedly was caused by uneven concrete.

**Disposition of Case**

This case has been resolved and dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

**Opposing Counsel**

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Telephone: 407-870-1919

**2023 Cases**

**1. Case Number, Name and Date Filed**

*Matthew Shuman v. Ranger Construction Industries, Inc., et al.*, Orange County Circuit Court Case No. 2023-CA-006416-O

Ranger is a Defendant

Filed: March 21, 2023

**Name of Court or other Tribunal**

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$50,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Plaintiff brought an action for Negligence as to Ranger and the driver of a Ranger vehicle arising from accident involving the Plaintiff’s automobile.

**Brief description of the Subject Matter and Project Involved**

This dispute concerns a claim for damages arising from an accident relating to a Project near SR 417 approaching Mile Marker 11 in Orange County, Florida.

**Disposition of Case**

This case has been resolved and dismissed.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelligroup.com](mailto:rob.frye@vecelligroup.com)  
Phone: 561-784-3487

**Opposing Counsel**

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313 Central Avenue  
Oviedo, FL 32765  
  
Email: [jim@beersandgordonlaw.com](mailto:jim@beersandgordonlaw.com)  
  
Telephone: 407-862-1825

**2. Case Number, Name and Date Filed**

*Roadway Construction, LLC v. Ranger Construction Industries, Inc. and Travelers Casualty and Surety Company of America*, Miami-Dade County Circuit Court Case No. 2023-018607-CA-01

Ranger is a Defendant

Filed: June 23, 2023

**Name of Court or other Tribunal**

Miami-Dade County Circuit Court – Eleventh Judicial Circuit

Amount in dispute is in excess of \$50,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Roadway Construction, LLC has brought a claim for Breach of Contract (Count I) and an action for Action on Payment Bond (Count II) seeking payment of monies claimed to be owed to Roadway Construction, LLC by Ranger Construction Industries, Inc. and its payment bond surety.

**Brief description of the Subject Matter and Project Involved**

Roadway Construction, LLC seeks payment for work performed relating to a South Florida Water Management District Project known as C-139 Annex Restoration Phase 2 and Agricultural Area Stormwater Rerouting located in Hendry County. Ranger and Travelers do not owe Roadway Construction, LLC unpaid monies for work performed on the referenced Project.

**Disposition of Case**

The litigation has been resolved and the case has been dismissed.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

Robert L. Frye

General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

### **Opposing Counsel**

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255 Alhambra Circle, Suite 1170  
Coral Gables, Florida 33134  
Email: [ttaylor@tcv.law](mailto:ttaylor@tcv.law)  
Phone: 305-859-4400

### **3. Case Number, Name and Date Filed**

*I-595 Express, LLC v. Dragados USA, Inc., Prince Contracting, Inc., Ranger Construction Industries, Inc., et al.*,  
Broward County Circuit Court Case No. CACE 23-017550, Div: 13

Ranger is a Defendant

Filed: August 25, 2023

#### **Name of Court or other Tribunal**

Broward County Circuit Court – Seventeenth Judicial Circuit

Amount in dispute is in excess of \$50,000.

#### **Type of Case**

Civil

#### **Claim or Cause of Action and Brief description of each Count**

I-595 Express, LLC has brought a claim against Ranger for Negligence, Breach of Implied Warranty of Merchantability, Breach of Implied Warranty for a Particular Purpose and Common Law Indemnity. Multiple other defendants have been sued for the same counts. There is one count for Breach of Contract against Dragados.

#### **Brief description of the Subject Matter and Project Involved**

I-595 Express, LLC claims damages against multiple defendants for allegedly installing defective overhead signs that are located on the I-595 roadway at various locations. Although Ranger did not install any such signage or have the signage as part of its scope of work, the lawsuit nonetheless includes Ranger.

#### **Disposition of Case**

This action was dismissed without prejudice; however, a Tolling Agreement has been executed by the parties.

Although insurance defense counsel may be assigned to the matter, for the time being all inquiries regarding the litigation on behalf of the Ranger should be directed to:

Bradley S. Copenhaver  
VLP Copenhaver Espino  
413 East Park Avenue  
Tallahassee, Florida 32301  
(850) 224-6205 (office)  
[bcopenhaver@vlplaw.com](mailto:bcopenhaver@vlplaw.com)

and

Robert L. Frye  
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1645 North Congress Avenue  
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Phone: 561-784-3487

## **Opposing Counsel**

Timothy S. Taylor  
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## **2024 Cases**

### **1. Case Number, Name and Date Filed**

*Ranger Construction Industries, Inc. v. John B. Webb & Associates, Inc.*, Hendry County Circuit Court Case No. 2024 CA 498.

Ranger is a Plaintiff

Filed: August 20, 2024

### **Name of Court or other Tribunal**

Hendry County Circuit Court – Twentieth Judicial Circuit

Amount in dispute is in excess of \$50,000.

### **Type of Case**

Civil

### **Claim or Cause of Action and Brief description of each Count**

Ranger has brought a claim for Breach of Contract (Count I), Professional Negligence (Count II) and Contractual Indemnification (Count III) seeking reimbursement for damages caused by John B. Webb & Associates, Inc. due to survey errors caused by them on the Project in question.

### **Brief description of the Subject Matter and Project Involved**

Ranger seeks payment for damages due to survey errors relating to underground structures being installed on a South Florida Water Management District Project known as C-139 Annex Restoration Phase 2 and Agricultural Area Stormwater Rerouting located in Hendry County. The survey errors caused additional work to be performed by the subcontractor performing the installation of the underground drainage structures on the Project.

### **Disposition of Case**

The litigation has been resolved with a Notice of Voluntary Dismissal to be filed.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)

**Opposing Counsel**

None at this time.

**2. Case Number, Name and Date Filed**

*Ranger Construction Industries, Inc. v. Harry Pepper & Associates, Inc., Federal Insurance Company and Travelers Casualty and Surety Company of America*, Palm Beach County, AAA Case No.: 01-24-0008-3142, with companion Palm Beach County Circuit Court Case No. 50-2024-CA-010095XXXXA-MB.

Ranger is a Plaintiff and Counter-Defendant

Filed: October 22, 2024

**Name of Court or other Tribunal**

American Arbitration Association

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$50,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Ranger has brought a claim for Breach of Contract and an Action on the Payment Bonds seeking damages for impacts to Ranger’s work, including monetary impacts for Ranger having to perform additional work and extra efforts on the two Projects in question due to the actions and inactions of Harry Pepper & Associates, Inc. Ranger is also unpaid certain contract monies for work performed. Harry Pepper & Associates, Inc. has filed a Counter-Demand in Arbitration claiming that Ranger breached the contract first and seeking damages from Ranger for the same.

A companion circuit court case was filed in Palm Beach County Circuit Court, and the parties have agreed to stay that action to permit the arbitration proceedings to go forward.

**Brief description of the Subject Matter and Project Involved**

This matter is pending before the American Arbitration Association based on arbitration clauses in the two Subcontracts with Harry Pepper & Associates, Inc. concerning two separate projects for the South Florida Water Management District (STA-1W Expansion #2, G780 and G781 Pump Stations located in Palm Beach County, Florida and the STA-1W Expansion #2, G782 Pump Station located in Palm Beach County, Florida).

During construction regarding both the 780/781 Project and the 782 Project, Harry Pepper & Associates, Inc. did not perform all its predecessor work diligently and properly in accordance with the Subcontracts and the Contract Documents. Even though Harry Pepper & Associates, Inc. knew it was not properly performing its predecessor work necessary for Ranger to perform its work, Harry Pepper & Associates, Inc. still required Ranger to continue work efforts and maintain resources to meet the Project Schedule. This caused impacts to Ranger’s work resulting in additional costs on both Projects, as well as delay impacts to the work. Ranger is also unpaid certain Subcontract monies on each Project.

Harry Pepper & Associates, Inc. claims that Ranger breached first by not performing its work on the Project and claims damages as a result.

**Disposition of Case**

The litigation has been resolved with the actions in both the AAA and in the Palm Beach Circuit Court dismissed.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

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1645 North Congress Avenue  
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### **Opposing Counsel**

Shelly L. Ewald  
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WATT, TIEDER, HOFFAR & FITZGERALD, L.L.P.  
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703-749-1000

### **2025 Cases**

#### **1. Case Number, Name and Date Filed**

*Ranger Construction Industries, Inc. v. Florida Recycling Center, LLC and C&A Trucking, Inc.*, Orange County Circuit Court Case No. 2025-CA-002109-O.

Ranger is a Plaintiff

Filed: March 12, 2025

#### **Name of Court or other Tribunal**

Orange County Circuit Court – Ninth Judicial Circuit

Amount in dispute is in excess of \$50,000.

#### **Type of Case**

Civil

#### **Claim or Cause of Action and Brief description of each Count**

Ranger has brought a claim for an Action on Foreclosure of Construction Lien (Count I) and Breach of Contract (Count II), seeking payment for monies not paid to Ranger for work performed on a property for a storage facility being constructed thereon by the Owner located in Orange County, Florida.

#### **Brief description of the Subject Matter and Project Involved**

Ranger seeks payment for monies owed for work performed under a contract with C&A Trucking, Inc. who was acting as the Contractor to Florida Recycling Center, LLC, the Owner of the Project in question. As a result of nonpayment for the work performed and accepted, Ranger recorded a Construction Lien against the Owner's Project property. Because of the continued nonpayment suit was filed against both the Contactor and the Owner to recover such monies owed.

#### **Disposition of Case**

The litigation is pending.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

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General Counsel  
1645 North Congress Avenue

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Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)  
Phone: 561-784-3487

### **Opposing Counsel**

Frederick C. Barnes  
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Email: [fred@fcbarneslaw.com](mailto:fred@fcbarneslaw.com)

### **2. Case Number, Name and Date Filed**

*Ranger Construction Industries, Inc. v. Prosperity Harbor North Master Association, Inc., et al.*, Palm Beach County Circuit Court Case No. 2025-CA-003880.

Ranger is a Plaintiff and Counter-Defendant

Filed: April 23, 2025

### **Name of Court or other Tribunal**

Palm Beach County Circuit Court – Fifteenth Judicial Circuit

Amount in dispute is in excess of \$50,000.

### **Type of Case**

Civil

### **Claim or Cause of Action and Brief description of each Count**

Ranger has brought a claim for an Action on Foreclosure of Construction Lien (Count I) seeking payment for monies not paid to Ranger for work associated with milling and resurfacing performed as a Subcontractor on a property for a homeowners association located in Palm Beach County, Florida.

### **Brief description of the Subject Matter and Project Involved**

Ranger seeks payment for monies owed for work performed under a Subcontract with Duraseal of the Treasure Coast, Inc. who was the Contractor to Prosperity Harbor North Master Association, Inc., the Owner of the Project in question. As a result of nonpayment for the work performed and accepted, Ranger recorded a Construction Lien against the Owner's Project property. Because of the continued nonpayment suit was filed against the Owner to recover such monies owed.

The Owner has filed a Counterclaim against Ranger for negligence claiming defective work based on a punchlist. Owner has also sued Duraseal alleging the same. Ranger denies the allegations. Duraseal has filed a Motion to Stay for short period of time to require the Owner to comply with Chapter 558, Florida Statutes regarding notice of defects.

### **Disposition of Case**

The litigation is pending.

All inquiries regarding the litigation on behalf of the Ranger should be directed to:

Robert L. Frye  
General Counsel  
1645 North Congress Avenue  
West Palm Beach, Florida 33409  
Email: [rob.frye@vecelliogroup.com](mailto:rob.frye@vecelliogroup.com)

**Opposing Counsel**

For Defendant/Counter-Plaintiff Prosperity Harbor North Master Association, Inc.  
Jared S. Gillman  
Gillman Law, P.A.  
800 Village Squire Crossing  
Suite 332  
Palm Beach Gardens, FL 33410  
Phone: 561-623-2579

For Counter-Defendant Duraseal of the Treasure Coast, Inc.  
Leif J. Grazi  
Grazi & Gianino, LLP  
217 SE Ocean Boulevard  
Stuart, FL 34994  
Phone: 772-286-0200

**3. Case Number, Name and Date Filed**

*Ranger Construction Industries, Inc. v. Fischman, Inc. d/b/a Fischman Asphalt and Harco National Insurance Company*, St. Lucie County Circuit Court Case No. 562025CA002833AXXXHC

Ranger is Plaintiff

Filed: December 30, 2025

**Name of Court or other Tribunal**

St. Lucie County Circuit Court – Nineteenth Judicial Circuit

Amount in dispute is excess of \$50,000.

**Type of Case**

Civil

**Claim or Cause of Action and Brief description of each Count**

Ranger Construction brought an action against Fischman, Inc. d/b/a Fischman Asphalt for Breach of Contract and an action on a payment bond against Harco National Insurance Company due to nonpayment by Fischman, Inc. d/b/a Fischman Asphalt for asphalt materials sold to Fischman, Inc. d/b/a Fischman Asphalt by Ranger Construction on a construction Project for St. Lucie County. Harco National Insurance Company is a payment bond surety for the prime contractor on the Project.

**Brief description of the Subject Matter and Project Involved**

Fischman, Inc. d/b/a Fischman Asphalt accepted asphalt and incorporated the asphalt into a project located in St. Lucie County, and then failed to pay Ranger Construction for the same. The Project in question is the Shinn Road Resurfacing Project for St. Lucie County.

**Disposition of Case**

This matter is still pending, and it is very early in the proceeding.

All inquiries regarding the litigation on behalf of Ranger should be directed to:

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Phone: 561-784-3487

**Opposing Counsel**

There is no opposing counsel of record for Fischman, Inc.

For Harco National Insurance Company:

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Hankin Palladino Weintrob Bell & Labov, P.C.  
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