

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	January 25, 2022	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	Consent	Workshop	Regular
		<input type="checkbox"/>	Workshop	[ ]	Public Hearing

**Department:** Engineering & Public Works Department  
**Submitted By:** Engineering & Public Works Department  
**Submitted For:** Roadway Production Division

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: an Assignment Assumption and Consent Agreement (Assignment) to transfer both the Gateway Boulevard and High Ridge Road (Gateway/High Ridge) construction contract (R2020-1314) dated September 15, 2020, and the Palmetto Park Road from SW 7<sup>th</sup> Avenue to SW 5<sup>th</sup> Avenue (Palmetto Park) construction contract (R2021-0212) dated February 9, 2021 (Contracts) from Hardrives of Delray, Inc. (HDI) to Ranger Construction Industries, Inc. (Ranger).

**SUMMARY:** On November 19, 2021, HDI sold 100% of its issued and outstanding shares of capital stock to Ranger and is now operating as Hardrives Asphalt, a division of Ranger Construction Industries, Inc. Approval of the Assignment will allow the Contracts to be assigned to Ranger. The Affirmative Procurement Initiatives (API) selected for the Contracts are a minimum 10% Small Business Enterprise (SBE) participation for Gateway/High Ridge and a minimum 20% SBE participation for Palmetto Park. HDI committed to 23.1% SBE participation and 20.3% SBE participation for the respective Contracts. Ranger has agreed to comply with each SBE participation commitment. Ranger's corporate office is located in Palm Beach County (County). Districts: 3 & 4 (YBH)

**Background and Justification:** On September 15, 2020, the Board of County Commissioners (BCC) approved the Gateway Boulevard and High Ridge Road contract with HDI. On February 9, 2021, the BCC approved the Palmetto Park Road from SW 7th Avenue to SW 5<sup>th</sup> Avenue contract with HDI. On November 19, 2021, Ranger purchased HDI. HDI requested that the County accept the assignment of the Contracts to Ranger. The original contract times are 120 calendar days for Gateway/High Ridge and 450 calendar days for Palmetto Park. The assignment of these Contracts to Ranger will ensure the continuation of services for the Contracts.

After reviewing the attached Assignment and finding it in proper order, the Engineering Department recommends BCC approval.

**Attachments:**

1. Assignment Assumption and Consent Agreement with Ebix Insurance Compliance (2)

Recommended by:	<i>David Z. [Signature]</i> County Engineer	1/15/2022 Date
YBH/TEL KOT		
Approved By:	<i>Donald M. [Signature]</i> Assistant County Administrator	1/13/2022 Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

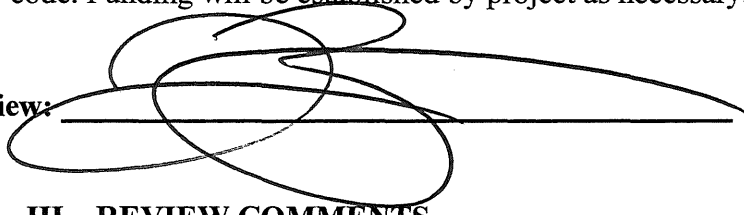
Is Item Included in Current Budget? Yes  No   
 Does this item include the use of federal funds? Yes  No

Budget Account No: Various

Recommended Sources of Funds/Summary of Fiscal Impact:

\*\* Fiscal impact is indeterminable at this time. Ranger Construction Industries, Inc. (Ranger) acquired the assets of Hardrives of Delray, Inc. (HDI) and approval of the agreement will allow the contracts with HDI to be assigned to Ranger. The assignment of these contracts to Ranger will ensure the continuation of these services. Ranger will become the vendor on record for payments to HDI. Construction Purchasing Orders (KPOs) will need to be closed and the balances transferred to new KPOs under the Ranger vendor code. Funding will be established by project as necessary.

**C. Departmental Fiscal Review:**



**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

Lucy Mante 1/6/22  
OFMBQA 1-6-22 LM 1/6/22

Jane Miller for Aaron Jacobowitz  
Contract Dev. and Control 1-12-22 TM

**B. Approved as to Form and Legal Sufficiency:**

[Signature] for L. Herman 1/13/22  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**This summary is not to be used as a basis for payment.**

**ASSIGNMENT ASSUMPTION AND CONSENT AGREEMENT  
BY AND BETWEEN PALM BEACH COUNTY  
AND HARDRIVES OF DELRAY, INC.**

**AND RANGER CONSTRUCTION INDUSTRIES, INC.**

**FOR GATEWAY BOULEVARD AND HIGH RIDGE ROAD, PROJECT NO. 2015511  
AND PALMETTO PARK ROAD FROM SW 7<sup>TH</sup> AVENUE TO SW 5<sup>TH</sup> AVENUE,  
PROJECT 2013531**

This Assignment Assumption and Consent Agreement (ASSIGNMENT) is made and entered into as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY); Hardrives of Delray, Inc., a Florida for Profit Corporation (ASSIGNOR) whose Federal ID is 59-0702991; and Ranger Construction Industries, Inc., a Florida for Profit Corporation (ASSIGNEE) whose Federal ID is 59-2098662 (individually Party and collectively Parties).

WHEREAS, pursuant to this ASSIGNMENT, ASSIGNOR has agreed to assign and deliver to ASSIGNEE and ASSIGNEE has agreed to accept and assume from ASSIGNOR, the CONTRACTS, as hereinafter defined, including all rights, claims, interests, and obligations with respect thereto; and

WHEREAS, the COUNTY has agreed and consented to the assignment of the CONTRACTS, as defined below, according to the terms and conditions set forth herein by its execution of this ASSIGNMENT.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**Section 1 - CONTRACT** - The contracts to be assigned are the construction contracts for the Gateway Boulevard and High Ridge Road, Project 2015511 (R2020-1314) dated September 15, 2020 and the Palmetto Park Road from SW 7<sup>th</sup> Avenue to SW 5<sup>th</sup> Avenue, Project 2013531 (R2021-0212) dated February 9, 2021, between the COUNTY and the ASSIGNOR, together with the work orders issued pursuant thereto (collectively, CONTRACTS).

**Section 2 - Assignment and Effective Date** - ASSIGNOR hereby conveys, transfers and assigns its rights, title and interest in, to, and under the CONTRACTS to ASSIGNEE, as of \_\_\_\_\_ (Effective Date), including all of ASSIGNOR's rights and obligations,

and ASSIGNEE hereby assumes all of ASSIGNOR's rights and obligations, in, to and under the CONTRACTS with the COUNTY, subject to the COUNTY's permission.

**Section 3 - ASSIGNEE's Acceptance and Assumption** - ASSIGNEE hereby accepts the assignment to it of ASSIGNOR's rights, title, obligations and interest in, to, and under the CONTRACTS and hereby expressly assumes the performance of each of the terms, conditions, covenants, obligations, liabilities and duties of the ASSIGNOR under the CONTRACTS, effective as of and beginning on, the Effective Date and ASSIGNEE hereby assumes and agrees to pay all debts, obligations, and liabilities of ASSIGNOR under the CONTRACTS that accrue on or after the Effective Date of this ASSIGNMENT. ASSIGNEE shall assume all responsibility for any warranty or guarantee under the CONTRACTS which assumption shall include the guarantee or warranty of the performance of the CONTRACTS in full, regardless of the date ASSIGNEE began performance.

**Section 4 - No Waiver or Release** - Notwithstanding any other clause or provision in this ASSIGNMENT, this ASSIGNMENT is not intended to act as a release, waiver, or relinquishment of any claims, demands, warranties, damages, causes of action, or rights of the COUNTY relating to ASSIGNOR and all such rights are reserved by the COUNTY and shall remain notwithstanding this ASSIGNMENT, to the extent they arise from or are related to the terms, conditions, covenants, obligations, liabilities, and duties of ASSIGNOR existing prior to the Effective Date of this ASSIGNMENT.

**Section 5 - Payment for Work in Process and Completed Work** - ASSIGNOR is conveying, transferring, and assigning all rights to payment for work and services performed under the CONTRACTS to ASSIGNEE, as of the Effective Date. In order to transition work in process payments, each invoice, payment certification and requisition, or other request for payment due, received by the COUNTY before the Effective Date, regardless of the dates of services or work performed, will be processed by the COUNTY and if approved, paid to ASSIGNOR. Each invoice, payment certification and requisition, or other request for payment received by the COUNTY on or after the Effective Date, regardless of the dates of service or work performed, shall be processed by the COUNTY and if approved, shall be paid to ASSIGNEE.

**Section 6 - Hold Harmless and Indemnity** - In the event the COUNTY is made a party to an action between ASSIGNEE and ASSIGNOR, or involving any third party, arising out of this ASSIGNMENT, the ASSIGNEE and the ASSIGNOR shall each agree to indemnify, defend and hold the COUNTY, its elected officials, employees and agents, harmless from and against any such claim, demand, cause of action, economic losses, damages, and costs and expenses (including reasonable legal fees and costs of investigation) that arise from, out of, or as a result of, this ASSIGNMENT.

**Section 7 - Appointment** - ASSIGNOR hereby irrevocably appoints ASSIGNEE, its successors and assigns, as the attorney and agent of ASSIGNOR, in ASSIGNOR's name and stead, to enforce the provisions of the CONTRACTS beginning on the Effective Date.

**Section 8 - Acknowledgement** - By signing below, the COUNTY agrees, subject to the terms of this ASSIGNMENT, to ASSIGNOR's assignment of all of its rights and obligations under the CONTRACTS beginning on the Effective Date. The COUNTY acknowledges that ASSIGNOR and ASSIGNEE are relying on this consent in connection with this ASSIGNMENT. ASSIGNOR acknowledges its continuing responsibilities as set forth in this ASSIGNMENT.

**Section 9 - Notices** - Beginning on the Effective Date, any and all notices required under the CONTRACTS and all payments to be paid under the CONTRACTS will be delivered to ASSIGNEE, at:

Leo A. Vecellio, Jr. CEO/Chairman  
Ranger Construction Industries, Inc.  
101 Sansbury's Way  
West Palm Beach, Florida 33401  
Phone: 561-793-9400  
Email: [estimating@rangerconstruction.com](mailto:estimating@rangerconstruction.com)

**Section 10 - Consent** - The COUNTY's consent is effective when this ASSIGNMENT has been executed by all parties and approved by the Board of County Commissioners.

**Section 11 - Authority** - The undersigned signatory for ASSIGNOR does hereby attest and affirm that the signatory has the current lawful authority to execute this ASSIGNMENT on behalf of the ASSIGNOR and that the assignment is not made with intent to hinder or defraud creditors, or interfere with lawful rights of other persons or entities, or for any other unlawful purpose.

**Section 12 - Ratification** - Except as expressly modified herein, the CONTRACTS are hereby ratified, confirmed, and remains in full force and effect.

**Section 13 - Governing Law** - This ASSIGNMENT shall be governed by and interpreted in accordance with the laws of the State of Florida without giving effect to its conflict of laws principles.

**Section 14 - Counterparts** - This ASSIGNMENT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same ASSIGNMENT. The COUNTY may execute the ASSIGNMENT through electronic or


*Assignment Assumption and Consent Agreement*

manual means. ASSIGNOR and ASSIGNEE shall execute by manual means only, unless the COUNTY provides otherwise.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this ASSIGNMENT on behalf of the COUNTY, and ASSIGNOR and ASSIGNEE have hereunto set their respective hands the day and year above written.


**OWNER:**

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
KOR  
Morton L. Rose, P.E.  
Director of Roadway Production

**ASSIGNOR:**

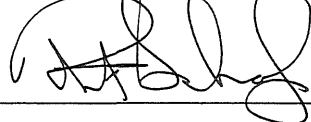
**Hardrives of Delray, Inc.**

  
George T. Elmore, President

(Corp. Seal)


**ASSIGNEE:**

**Ranger Construction Industries, Inc.**

  
Robert Schafer, President


(Corp. Seal)

**ATTEST WITNESS:**

  
Signature

Deborah Vint  
Name (type or print)

**ATTEST WITNESS:**

  
Signature

Erica Haft  
Name (type or print)

*Assignment Assumption and Consent Agreement*

{SIGNATURE PAGES CONTINUED}

**ATTEST:**

Joseph Abruzzo  
Clerk of the Circuit Court & Comptroller

**COUNTY:**

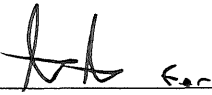
**Palm Beach County**, a Political Subdivision of the  
State of Florida, by and through its Board of County  
Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(Seal)

By:  \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

Search

Home Insured Tasks View Insured

# EBIX Insurance Compliance

Insured Name  
 Ranger Construction Industries, Inc.  
 Active Records Only  
 Advance Search

**Insured**

Name:	Ranger Construction Industries, Inc.
Account Number:	DX00001673
Address:	101 Sansbury's Way, Po box15085, West palm beach, FL, 33411
Status:	Currently in Compliance.

Insured Tasks Admin Tools

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen
- Add
- Edit
- Help
- Video Tutorials

**Insured**

Business Unit(s) DBA Number Print Insured Info Print Compliance Report

**Account Information**

Account Number:	DX00001673
Risk Type:	Standard - Construction Services
Do Not Call:	Address Updated:

**Address Information**

Mailing Address	Physical Address
Insured:	Ranger Construction Industries, Inc.
Address 1:	101 Sansbury's Way
Address 2:	Po box15085
City:	West palm beach
State:	FL
Zip:	33411
Country:	

**Contract Information**

Contract Number:			
Contract Start Date:	Contract End Date:		
Contract Effective Date:	Contract Expiration Date:		
Description of Services:	R2020-1314 -Gateway Blvd. and High Ridge Road #2015511	Safety Form II:	No

**Contact Information**

Contact Name:	Shari Forrester	Misc:	
Phone Number:	5617939400	All Phone Number:	
Fax Number:			
E-Mail Address:	shari.forrester@rangerconstruction.com		
Approval Date:			
Rush:	No		
Contract on File:	No		
Certificate Received:	Yes		
Indemnification Agreement:	No		
Tax Id:			

This Account created by e61 on 12/16/2021.



Search

Insured Name

Ranger Construction Industries, Inc.

Ranger Construction Industries, Inc.

Active Records Only

Advance Search

# EBIX Insurance Compliance

**Insured**

Name:	Ranger Construction Industries, Inc.
Account Number:	DX00001674
Address:	101 Sansbury's Way, P.O Box, West Palm beach, FL, 33411
Status:	Currently in Compliance.

Insured Tasks Admin Tools

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen

Add

Edit

Help

Video Tutorials

**Insured**

Business Unit(s) DBA Number Print Insured Info Print Compliance Report

<b>Account Information</b>	
Account Number:	DX00001674
Risk Type:	Standard - Construction Services
Do Not Call:	Address Updated:
<b>Address Information</b>	
Mailing Address	Physical Address
Insured:	Ranger Construction Industries, Inc.
Address 1:	101 Sansbury's Way
Address 2:	P.O Box
City:	West Palm beach
State:	FL
Zip:	33411
Country:	
<b>Contract Information</b>	
Contract Number:	
Contract Start Date:	Contract End Date:
Contract Effective Date:	Contract Expiration Date:
Description of Services:	R2021-0212-Palmetto Park Road from SW 7th Ave. to SW 5th Ave. #2013531
Safety Form II:	No
<b>Contact Information</b>	
Contact Name:	Shari Forrester
Phone Number:	5617939400
Fax Number:	
E-Mail Address:	shari.forrester@rangerconstruction.com
Approval Date:	
Rush:	No
Contract on File:	No
Certificate Received:	No
Indemnification Agreement:	No
Tax Id:	

This Account created by e61 on 12/16/2021.