

CITY OF



PINELLAS PARK

• SIMPLY CENTERED •

**RFP 18/012
Task Order 02.2023
Broderick Park Gym Renderings**

**BFrank Studio, LLC
4836 W. Gandy Boulevard
Tampa, FL 33611
813.769.9378**

Construction Services Division

RFP 18/012
TASK ORDER 02.2023
INDEX

E-Verify Enrollment
Fee Schedule
Florida Division of Corporations (Sunbiz)
Hold Harmless Agreement
Insurance Requirements
Public Entity Crime Statement
Scope of Service
Task Order 02.2023

Search

Business Name

b frank

Primary Industry Type

Select Industry Type(s)

Hiring Site Locations (by state)

Select State(s)

Account Status

- Any -

Items per page

10

SEARCH

RESET

Employer ▲	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Alan J Stein DDS & David B Frankel DMD PC		Open	01/30/2014		20 to 99	1	GA
B Frank Studio LLC		Open	07/05/2022		5 to 9	1	FL
D&B Franklin Lakes Child Care LLC	The Learning Experience	Open	08/29/2019		20 to 99	1	NJ
Rips, Inc	Corner Pub Franklin	Open	09/21/2018		20 to 99	1	TN

Showing 1 to 4 of 4 entries.  [CSV](#)

**EXHIBIT A
FEE SCHEDULE/RATES**

ITEM #	POSITION DESCRIPTION	HOURLY RATE
1	PRINCIPAL ARCHITECTS	\$ 180.00
2	REGISTERED ARCHITECTS	\$ 140.00
3	INTERN ARCHITECTS	\$ 95.00
4	CAD TECHNICIAN	\$ 75.00
5	CLERICAL SUPPORT	\$ 60.00

NOTE: THIS IS JUST A SAMPLE FOR THE INFORMATIONAL NEEDS OF THE MASTER CONTRACTS - EXHIBIT "A".

IF YOU HAVE YOUR OWN FORM THAT CONTAINS THIS INFORMATION YOU ARE MORE THAN WELCOME TO USE IT.

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

Detail by Entity Name

Florida Limited Liability Company
B. FRANK STUDIO, LLC

Filing Information

Document Number	L16000068798
FEI/EIN Number	81-2224661
Date Filed	04/04/2016
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/29/2016
Event Effective Date	01/01/2017

Principal Address

4836 WEST GANDY BOULEVARD
TAMPA, FL 33611

Changed: 12/29/2016

Mailing Address

4836 WEST GANDY BOULEVARD
TAMPA, FL 33611

Changed: 12/29/2016

Registered Agent Name & Address

FRANK, BEVERLY L
5890 38TH AVE., N., APT.103A
ST. PETERSBURG, FL 33710

Authorized Person(s) Detail

Name & Address

Title MGR

FRANK, BEVERLY L
5890 38TH AVE., N., APT.103A
ST. PETERSBURG, FL 33710

Title MGR

CARPENTER, STEVE
4836 WEST GANDY BOULEVARD
TAMPA, FL 33611

Annual Reports

Report Year	Filed Date
2020	01/13/2020
2021	01/08/2021
2022	01/21/2022

Document Images

01/21/2022 -- ANNUAL REPORT	View image in PDF format
01/08/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
01/03/2019 -- ANNUAL REPORT	View image in PDF format
01/25/2018 -- ANNUAL REPORT	View image in PDF format
01/23/2017 -- ANNUAL REPORT	View image in PDF format
12/29/2016 -- LC Amendment	View image in PDF format
04/04/2016 -- Florida Limited Liability	View image in PDF format

APPENDIX I

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR PROFESSIONAL DESIGN CONTRACT

PROJECT/SERVICE CONTRACT NAME: #RFP 18/012 – CONTINUING CONTRACT
ENGINEERING & ARCHITECTURAL CONSULTANT SERVICES

By this agreement, BERANK STUDIO, LLC,
hereinafter "CONTRACTOR," agrees, for a specific consideration, the receipt and
sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City
of Pinellas Park, and its officers and employees, from liabilities, damages, losses, and
costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the
negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and
other persons employed or utilized by the CONTRACTOR in the performance of the
above-mentioned contract.

Date 14 MAY 2019
Contractor BERANK STUDIO, LLC
Address 4836 W. GANDY BLVD., TAMPA, FL. 33611
Print Name STEVEN J. CARPENTER, AIA
Signature [Signature]
Title VICE PRESIDENT / PRINCIPAL
President, Vice-President or Treasurer

CORPORATE SEAL



HUMAN RESOURCES NEEDS ORIGINAL SIGNED HOLD HARMLESS
AGREEMENT PRIOR TO ANY WORK COMMENCING

CITY OF PINELLAS PARK INSURANCE REQUIREMENTS

GENERAL CONDITIONS

The Consultant shall not commence work under this Contract until all insurance required has been obtained and such insurance is approved by the City's Risk Management Division, nor shall the Consultant allow any subcontractor to commence work on a subcontract until similar insurance required of the subcontractor has been so obtained and approved by Risk Management.

The cost of all insurance shall be included in the Consultant's proposal.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Consultant.

The Consultant's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Consultant and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract.

LIMITS OF INSURANCE

GENERAL LIABILITY

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$2,000,000 General Aggregate

- \$1,000,000 Products Completed/Operations Aggregate

- \$1,000,000 Personal and Advertising Injury

- \$1,000,000 Each Occurrence

PROFESSIONAL LIABILITY – ERRORS AND OMISSIONS

Type - Professional Liability, Occurrence or Claims Made Basis

Limits - \$1,000,000 General Aggregate

- \$1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$1,000,000 Combined Single Limit

WORKERS' COMPENSATION

Type – Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate

Limits - Statutory, Workers' Compensation

- \$100,000 Each Accident
- \$500,000 Disease - Policy
- \$100,000 Disease - Each Employee

EXCESS OR UMBRELLA LIABILITY

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

CERTIFICATES OF INSURANCE

Include a Certificate of Insurance outlining insurance coverages for approval by the City's Risk Management Division prior to beginning any work for the City. The following shall be included in all Certificates of Insurance.

Under the heading "DESCRIPTION OF OPERATIONS," shall read:

"City of Pinellas Park (Owner) is additionally insured as respects to Task Order 02.2023 – Broderick Park Gym Renderings" (Required for General Liability only.)

Under the heading, "CERTIFICATE HOLDER" shall read:

**City of Pinellas Park
5141 78th Avenue N.
Pinellas Park, FL 33781**

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO FLORIDA STATUTES SECTION 287.133(3)(a)**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to the City of Pinellas Park

by _____
(print individual's name and title)

for _____
(print name of entity submitted sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____,
(Name of person acknowledging)

Who is personally known to me or who has produced _____
(Type of Identification)
as identification.

NOTARY PUBLIC _____

(Notary Seal)

MY COMMISSION EXPIRES _____

BFrank Studio, LLC
 4836 W. Gandy Blvd.
 Tampa, FL 33611
 813.769.9378
 FL License No. AR95616

20 January 2023

Mr. Kyle Arrison., Construction Services Director

City of Pinellas Park
 6250 82nd Avenue
 Pinellas Park, FL 33781-2241

Re: City of Pinellas Park Broderick Park Renderings

Dear Keith,

The City of Pinellas Park has requested a proposal to evaluate design options and develop renderings for a new gym at Broderick Park (located on the corner of 62nd Street and 66th Avenue). There is currently only one, single-court, interior gym serving the entire City of Pinellas Park.

Broderick Park is currently relatively underutilized when compared to other parks within the City. Originally, the area was the site for commercial flower fields and has evolved into a neighborhood of single-family homes with the park at its center. Traffic is limited to the volume one would expect for such a neighborhood and the City wants to retain this general character. While a public amenity – serving the greater population of the City, the Park will not be a major civic destination. Instead, the City wants to explore supplementing existing buildings, playground, parking, walking-trail, and field with an interior gym that can flex to support multiple uses. The study and subsequent renderings will depict 2-4 courts (possibly courts that can be subdivided) for multiple sports/activities for which they have been experiencing much demand, including – but not limited to: basketball, volleyball, pickleball, etc. While the existing building currently has a small kitchen and entry/reception space, the study will examine flow, entry, food access/delivery opportunities and classroom/multi-purpose space for a variety of course offerings/ community and youth programming within the overall design.

BFrank Studio will complete a study of the existing building and new addition to include programming and recommendations for future design considerations. The City will provide as-built documents including survey and building plans. No additional (measured) field verification of existing built conditions will occur as part of the design. Deliverables will include a rendered site plan, schematic floor plan, and up to three, 3-dimensional visualizations for what a new gym building, and improvements may look like. The schedule for the deliverables is somewhat flexible but will be delivered in their entirety no later than end of April 2023.


BFrank Studio will gladly host a single workshop for the community if the City would like to entertain such level of participation. The workshop can occur prior to the development of materials for initial input or can occur once materials have been developed to gauge interest and feedback. We will also be happy to make any required presentations to City administration required. We anticipate several interim meetings with City staff to make sure the character desired is well integrated into the final design deliverables.

BFrank Studio will provide these services for a flat fee of \$20,000. Normally, these services would be provided for \$48,000 for the level of investigation, design and documentation provided. BFrank Studio would like to donate the remaining balance to the City as a contribution towards the future project.

- Services specifically excluded include:
- As-built documentation
- Hazardous material mitigation/abatement
- Civil survey
- Traffic study/ parking study (outside of preliminary recommendations)
- LEED or other sustainability, third-party certification programs
- Construction documentation or permitting documents
- Specifications
- Furniture, fixtures, equipment or interior design and related procurement packages
- Structural, MEP or other specialty consultants and/or engineering

Please let us know if you have any questions or require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Frank', followed by a horizontal line.

Beverly Frank, AIA, NCARB, CSI, CDT, LEED AP
Principal
BFrank Studio, LLC

Master Contract – 18/012
Task Order – 02.2023
Broderick Park Gym Renderings

This Task Order is made this the _____ day of _____, 2023, by and between the City of Pinellas Park “City” and BFrank Studios, LLC “Consultant” pursuant to the terms and conditions set forth in the Master Contract #18/012, Agreement, with an effective date of 14 May 2019, which is incorporated into this Task Order by reference.

A. The City’s Task Order number for this Project is **02.2023**.

B. The Consultant Job Number for this Task Order is _____.

The Services to be performed by Consultant under this Task Order are as follows:

See BFrank Proposal attached hereto and incorporated herein as Exhibit B.

The Project Schedule is as follows:

See BFrank Proposal attached hereto and incorporated herein as Exhibit B

Deliverables to be provided under this Task Order are as follows:

See BFrank Proposal attached hereto and incorporated herein as Exhibit B

The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in **EXHIBIT B**, attached hereto and incorporated herein by reference. The City’s Contract Number and Task Order Number shall be referenced on each invoice submitted by Consultant to City under this Task Order.

Total Cost: Twenty Thousand Dollars (\$20,000.00)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

BFrank Studios, LLC.

City of Pinellas Park
Pinellas County, Florida

By _____
Signature of Authorized Officer

By _____
Bart Diebold, City Manager

Type or Print Signature

ATTEST:

ATTEST:

Consultant's Attestor

By _____
Diane M. Corna, City Clerk, MMC

Type or Print Signature

Approved as to form and correctness:

City Attorney
City of Pinellas Park

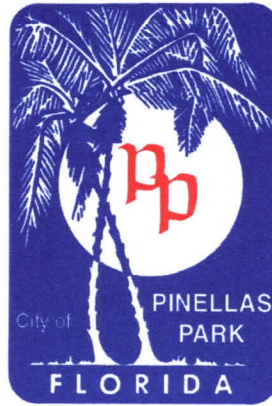
Corporate Seal

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

City Attorney's Office
Lauren C. Rubenstein
James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

February 12, 2023

Mr. Jeff Roberts
Purchasing Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #23-029
Task Order 02.2023 - Broderick Park Gym Renderings

Dear Mr. Roberts:

Our office has received and reviewed the above-referenced Task Order for Broderick Park Gym Renderings with BFrank Studio, LLC. Our office would approve of the Task Order as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
City Attorney

cc: Bart Diebold, City Manager
Diane M. Corna, MMC, City Clerk
Chief Michael Haworth, Asst. City Manager
Kelly Schrader, Finance Administrator
Gary Moskaluk, Purchasing Director
Kyle Arrison, Project Manager

LCR/dh

23-029.02122023.LJR.Task Order 02.2023 Broderick Park Gym Renderings.wpd



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