Agreement between City of Rapid City and FMG, Inc.
For Professional Design Services
Project No. PR22-6186 Sioux Park Tennis Courts Reconstruction

AGREEMENT made ________________, 2022, between the City of Rapid City, SD (City) and FMG, Inc. (Engineer), located at 3700 Sturgis Road, Rapid City, South Dakota 57702. City intends to obtain professional engineering services for the city's Sioux Park Tennis Courts Reconstruction, Project No. PR22-6186. The scope of services is as described within this document and as further described in Exhibits A and B (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A and B (attached), serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

Section 1—Basic Services of Engineer

1.1 General

1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.

1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.

1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.

1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.
1.2 Scope of Work

The Engineer shall:
1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.

1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)

Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Engineer.

Section 3—Notice to Proceed

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

Section 4—Mutual Covenants

4.1 General

4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.

4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.

4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.

4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are
necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.

4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.

4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so charged, the redesign will be paid for as extra work.

4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.

4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.

4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.

4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.

4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions
related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer’s documentation will be in a format consistent with general accounting procedures.

4.1.13 The City shall designate a representative authorized to act on the City’s behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer’s services.

4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City’s failure to provide specified facilities or information or for delays caused by other parties, excluding subcontractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.

4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.

4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer’s consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.

4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer’s services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.

4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or
supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.

4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.

4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City Non-Discrimination Policy Statement

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.

Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer’s hourly and reimbursable rate schedule described in Exhibit C.
5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed $188,030.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

5.3 Progress Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

Section 6—Completion of Services

The Engineer shall complete services on or before October 31, 2023 based on award date of July 18, 2022.

Section 7—Insurance Requirements

7.1 Insurance Required

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.

7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.
7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

7.4 Specific Requirements

7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than $500,000 each accident, $500,000 disease-policy limit, and $500,000 disease-each employee.

7.4.2 Commercial general liability insurance providing contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than $1,000,000 per occurrence, $2,000,000 general aggregate, and $2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage may be provided. Claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement. The policy shall name the City and its representatives as an additional insured.

7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than $1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured.

7.4.4 Professional liability insurance providing coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than $1,000,000 each occurrence and not less than $1,000,000 annual aggregate. Coverage shall be maintained for
at least three years after final completion of the services. If this policy provides for claims-made coverage, the claims-made coverage shall continue through the term of this Agreement, and Engineer shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) shall demonstrate through Certificates of Insurance that Engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for at least a period of three years after completion of the terms of this Agreement.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys’ fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10—Indemnification

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer’s negligence.

Section 11—Controlling Law and Venue

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.
Section 12-Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.

Section 13—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

Steve Allender, MAYOR

DATE: ______________________

Engineer:

Alex Fisher, P.E.

DATE: 7/5/22

ATTEST:

Pauline Sumption, FINANCE DIRECTOR
Reviewed By:

Melissa Petersen, PROJECT MANAGER

DATE: 7/1/22

CITY'S DESIGNATED PROJECT REPRESENTATIVE

NAME: Melissa Petersen
PHONE: 605-394-4175 (office)
605-430-2021 (cell)
EMAIL: melissa.petersen@rcgov.org

ENGINEERING FIRM'S DESIGNATED PROJECT REPRESENTATIVE

NAME: Alex Fisher
PHONE: 605-342-4105 (office)
EMAIL: afisher@fmengineering.com
SIoux Park Tennis Courts Reconstruction
Project No. PR22-6186

The City of Rapid City Department of Parks & Recreation has determined the need to procure professional services including Preliminary Design Services, Final Design Services, Bidding Services, and Basic Construction Services for the Sioux Park Tennis Courts Reconstruction Project. Expanded Construction Services may be negotiated at a later date as a separate contract.

It is anticipated that the improvements will include the following:

1. Evaluate conceptual designs #1-3 presented by FMG and determine most appropriate layout based on budget, construction feasibility, scheduling, etc.
   a. Conceptual Layout #1 accomplishes the Minimum Facility Improvements.
   b. Conceptual Layouts #2 and 3 provide options for a Full Facility Upgrade.

2. Reconstruct 12 tennis courts
   a. Must meet USTA guidelines
   b. Construction will be post-tensioned concrete slab(s) over 12" compacted aggregate base course and biaxial geogrid material
      i. This construction method has performed well elsewhere in Rapid City, appears suitable based on preliminary geotechnical evaluation, and is USTA’s preferred method for new construction. Additional evaluation should be done to ensure longevity of chosen construction method and stability of subsurface.
   c. Finish will be standard acrylic tennis surfacing

3. Develop lighting design, choosing either a retrofit option or complete replacement, using LED fixtures
   a. Must meet USTA recommended illumination level
   b. May consider increased illumination levels on tournament courts as owner and Black Hills Tennis Association deem fit
   c. An experienced sport light professional should be consulted for final design.
   d. Aside from lighting the courts, a strategy for other site lighting should be considered.

4. Determine appropriate seating and shade structure layout (see Appendix A of Conceptual Design Report)

5. Specify other site improvements including those listed here: (see Appendix A of Conceptual Design Report)
   a. Chain link fencing with variable heights, polymer-coated
   b. Outdoor display board / scoreboard
   c. Sound system
      i. Preliminary locations have been identified but should be verified by an audio system professional for final design
   d. Video broadcasting capability at tournament courts only
   e. Updated entrance area
   f. Additional concourse/seating area
      i. Choose layout: Additional concourse west of Court #5 or in between Courts #2 and #3 or #3 and #4
   g. Vendor/food truck access area
   h. Landscaping
6. Prepare site grading and drainage/stormwater management plans
7. Consider ADA requirements within Project Limits

City and private entities involved in this project include Rapid City Parks & Recreation, Rapid City Engineering Division, and the Black Hills Tennis Association.

FMG Engineering will complete all Civil Engineering related tasks and will utilize sub-consultants Jobman Studio for Landscape Architecture Design task, West Plains Engineering for Electrical Design tasks, and Albertson Engineering for Structural Engineering Design tasks.

TASK 1 - PRELIMINARY DESIGN SERVICES:

This task consists of all services necessary to take the project from beginning through the Preliminary Design submittal stage, and may include the following itemized services.

1.1 Kick-off Conference: The consultant shall meet with City staff to detail project concept and scope. The consultant shall prepare an agenda, take minutes, and distribute minutes.
1.2 Review background information listed in Section 4 of this RFP, and any other resources as necessary.
1.3 Private Utilities Base Plan Verification Meeting: The consultant shall send base plans to the private utilities requesting verification that their utilities are shown correctly per their records.
1.4 Perform Geotechnical Evaluation
   A Preliminary Geotechnical Evaluation for the Sioux Park Tennis Courts Conceptual Design was completed by FMG Engineering dated July 27, 2021. The preliminary geotechnical evaluation was to identify the general subgrade conditions throughout the facility and to the identification of applicable replacement playing surface systems. A final geotechnical report with specific design parameters and recommendations will be necessary to support final projects designs.

   To evaluate the existing soil conditions for the project design parameters, a total of 4-6 boreholes will be drilled. Field testing will be performed, and samples will be extracted for further laboratory analysis. Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering characteristics.

   Upon completion of the field and laboratory testing and our analysis, a report will be prepared that transmits the boring logs, field data, and laboratory results, provides a limited geologic analysis of the area, and provides our recommendations for utility design and installation and post tensioned concrete section parameters for design. In general, our recommendations will include excavation conditions, utility installation, groundwater mitigation, suitability of backfill materials and any other recommendations we consider applicable to the site conditions encountered. Our report will also include recommendations to mitigate the effects of expansive soils, should they be present at the site, on driveway and sidewalk reconstruction.

1.5 Preliminary Electrical Design for Facility. This project will require Electrical Design services for new LED sports lighting for the tennis courts and the racket ball courts. Preliminary Electrical Design Services include Kick-Off meeting, site investigation, schematic narrative, and review meeting.
1.6 Preliminary Landscape Architectural Design for Facility. The project will require a site visit and to
develop the basic understanding of the site and related features. The site will be photo documented
and detailed notes about the existing site and the items that work and items that need improved will
be conducted.

During this task of the project, we will provide a review of the preliminary conceptual design layouts
developed by FMG Engineering. It is assumed 3 total new design concepts will be evaluated. We will
work with City and shareholders to narrow down the concepts to a preferred concept and an alternate
corecept. We will provide a 3D rendering of the preferred concept to help the steering committee
evaluate and better understand the site. In addition to the 3D rendering, we will strategically work
with FMG to complete a 2D rendered site plan for the site. In addition to the site plan and 3D
renderings we will also provide recommendations on existing plant material, a review of the existing
irrigation system, Hardscape Pedestrian Plan for all areas outside of the Tennis courts, Site Furnishing
Plan to include but not limited to: benches, stadium seating, trash reception, shade structures, tennis
court specific items, net bollards, water fountains, etc.

Preliminary Landscape Architectural Design Services include: Kick-Off meeting, site investigation,
schematic narrative, review meetings, Site Analysis drawing, 3D rendering of preferred concept plan,
2D site layout of preferred site plan, and Opinion of Probable Costs.

1.7 Preliminary Structural Design for Facility. Preliminary structural engineering services related to the
production of structural construction documents will be completed during the preliminary design as
necessary to achieve probable opinion of construction costs for the project.

1.8 Conceptual Design Submittal
The Conceptual Design Submittal shall generally consist of the following documents:

A. Conceptual Design Narrative
Prepare a Conceptual Design Narrative: The consultant shall establish and indicate project
specific design criteria and standards within the Narrative (including ADA requirements).
The consultant shall submit all design assumptions for preferred conceptual layout. The
Consultant shall include design criteria and reference of design resources. The Consultant
shall use the City Infrastructure Design Criteria Manual to establish other design criteria and
standards as necessary.

Establish pipe sizes, drainage system capacity, complete water quality assessment, etc.
Provide justification for the facility and analysis of alternatives. The project's geotechnical
report shall be included within the Conceptual Design Narrative and include soil
classifications, N values, water levels, proctors, CBR's, resistivity tests, pavement design,
and testing recommendations. The Consultant shall elaborate on other project components as
necessary.

A probable opinion of construction costs for the project shall be included. The costs shall be
itemized based on standard bid items and appropriate contingency item allowance.

The consultant shall establish and indicate project specific design criteria and standards
within the Narrative. Use the City Infrastructure Design Criteria Manual to establish design
criteria and standards as necessary.

Submit three (3) copies and a PDF version of the Conceptual Design Narrative and
preliminary plans to City of Rapid City's project manager for review and comment.
B. Conceptual Drawings
Provide three (3) copies and a PDF version of the conceptual drawings. The conceptual drawings shall contain the following sheets:

- Cover Sheet – Note the index of Sheets indicating the anticipated drawing sheets shall be provided.
- Existing Conditions Sheet
- Demolition Sheet
- Anticipated traffic control phasing and erosion control measures
- Plan and Profile Sheets - Show proposed storm sewers, fittings, and proposed surfacing and drainage items. The existing utilities should be shown in profiles as well
- Anticipated Rapid City Standard Details
- Special Details - Conceptual layouts for special/critical elements for example buildings, special drainage structures, pump facilities, etc.
- Plan sheets shall be prepared utilizing the latest City of Rapid City Drafting Standards. Use current City-provided drawing templates.

1.9 Attend submittal review meeting with City staff, if necessary
1.10 Reimbursables including, Printing, Supplies, Mileage, Expendables for Preliminary Design Non-professional services also included in this task

TASK 2 - FINAL DESIGN SERVICES:

This task consists of all services necessary to take project from Task 1 Preliminary Design Services through the Final Design Services, and may include the following itemized services.

2.1 Address City comments from the Task 1 City review(s).
2.2 Coordinate with Geotechnical Engineer to address recommendations from the geotechnical report that should be incorporated into the project plans or specifications.
2.3 Incorporate design features as necessary to meet the requirements outlined in the Conceptual Design Report
2.4 Finalize Electrical Design for Facility
2.5 Finalize Landscape Architectural Design for Facility
2.6 Finalize Structural Design for Facility
2.7 The consultant shall create a detailed list of all potential utility conflicts caused by the project as necessary
2.8 If desiring exceptions from City requirements or specifications, it is the Consultant’s responsibility to request and secure exceptions. Failure by the City to comment on a non-conforming item during a review does not constitute the granting of an exception.
2.9 Provide detailed specifications supplementing the City of Rapid City Standard Specifications, as necessary. Typically project drawing specific issues should be indicated as a General Note on the drawings. Material types and material specific items would be included as a detailed specification.
2.10 Engineer shall obtain a design exception for Infrastructure Design Criteria manual requirements and Standard Specifications as needed.
2.11 Provide Complete Plans and Specifications. It is anticipated the complete plans and specification will include. Additional design requirements follow the list of anticipated sheets. Project Manual Milestones, Special Bid Conditions, and Bidders Proposal
- Provide detailed specifications supplementing the City of Rapid City Standard Specs
• Title Sheet
• Legend Sheet
• Estimate of Quantities Tables and General Note Sheets
• Existing Condition/Survey Control Sheet
• Demolition Sheet
• Project Sequencing and Phasing Schedule Notes
• Traffic and Pedestrian Control Sheet
• Erosion and Sediment Control Plan Sheets
• Site Layout Sheets
• Storm Sewer Plan & Profile Sheets
• Utility Plan & Profile Sheets
• Grading Sheets
• Standard City Details
• Special Project Details

The total number and/or type of sheets may vary upon final design depending on final project requirements.

Incorporate design features as necessary to meet the recommendations outlined in the Conceptual Design Report completed by FMG.

Incorporate ADA compliance items as necessary

Provide complete plans and specifications for a unit price construction contract.

Plans documents shall adhere to current City of Rapid City guidelines. Elaborate on guidelines as necessary.

Staking information shall include either of the following formats:
On the Plans
• Station offsets for all items of work requiring field staking.
In tabular form on a plan sheet (schedule)
• Coordinates and description of inter-visible control points.
• Coordinates of all items of work requiring field staking.
• Benchmark information shall be provided on each sheet.

2.12 Provide five (5) copies and a PDF version of the 100% Final Design Services submittal. The submittal shall consist of complete plans, specifications, contract documents, and opinion of probable construction cost to the City of Rapid City’s project manager for review. The Final Design Services submittal will be made to the City when the consultant believes the plans, specifications, contract documents, and opinion of probable construction cost are 100% complete.

2.13 Address 100% submittal staff comments as necessary.

2.14 Prepare any and all permits with exhibits the City will need to execute for the project.
A. Identify permits that will be required for the Contractor. All permit costs are the Contractor’s obligation except as indicated in the City’s contract front end documents.

2.15 Prepare final “Engineer’s Estimate” of probable construction cost for the project.

2.16 Deliver the following final submittals:
• Provide one (1) copy and a PDF version of bid documents including complete plans, specifications, and Engineer’s Estimate of probable construction cost to the City of Rapid City’s project manager for City distribution.
• Provide complete plans on CD compatible with AutoCAD Release 2018 (Release currently used by the City) or newer format.
• Provide all topographic, control, and design points in the .dwg file and in tabular format, both on CD and on hard copy printout.
• Provide complete specifications and contract documents on CD in Microsoft Word XP or previous versions. Include checklist for project submittals in city format.
• Provide a unit price cost estimate on CD in Microsoft Excel XP or previous version on the City of Rapid City “Engineer’s Estimate” form. Provide Engineer’s Estimate of probable construction costs as a component of this submittal.
• Provide all final design documents in PDF format on a CD.

2.17 The City will submit plans and specifications to the Department of Agriculture and Natural Resources for approval, and the Consultant shall address any comments or corrections required.

2.18 Attend Public Works and Council meetings as necessary.

TASK 3 – BIDDING SERVICES:

This task consists of all services necessary for the administration of the Bidding Services of the project, and may include the following itemized services.

3.1 Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
3.2 Consultant shall proof print quality at printers before full production of copies are made.
3.3 Arrange and conduct a Pre-bid Conference, prepare an agenda and record attendance and minutes. Distribute minute copies to only Consultant and City.
3.4 Prepare and issue addenda to the bid documents as required.
3.5 Attend Public Works Committee and Council Meetings as required.
3.6 Review Bidder’s Proposals and review and sign the City Engineering Services prepared Bid Tab, and prepare an award recommendation letter to the City of Rapid City project manager.
3.7 Prepare “As Built” plans and specifications. A hard copy of “As Built” plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Consultant will provide PDF’s and CAD files on a CD or DVD. The digital submittal must be compatible with AutoCAD Civil 3D 2018, or newer, and contain all files and data packaged in a format that will allow City personnel to seamlessly open “As Built” drawings. The Consultant will work with the City CAD technician, in person, to demonstrate the CAD file operation and compatibility with City CAD software. If the Consultant is hired for Tasks 4 and 5, “As Built” plans and specifications shall be provided thirty (30) days following project acceptance. However, if the Consultant is not hired for Tasks 4 and 5, “As Built” plans shall be provided thirty (30) days following the Consultants receipt of City markups/redlines. The Consultant will be paid for this work in advance, on the last invoice, but is required to complete the work at a later date per the contract, even if the Consultant has billed 100% of the contract and the City has closed the contract.

All “As Built” plans and specifications, believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance, which shall read, “(insert Engineer of Record’s name) Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project. This statement shall appear on the title
sheet of the drawings and on the first page of specifications after the cover sheet. The
"Certification Statement of Conformance" shall be signed and dated by the Engineer of Record.

3.8 Electrical Sub-consultant Bidding Services
3.9 Landscape Architectural Sub-consultant Bidding Services
3.10 Structural Sub-consultant Bidding Services

TASK 4 – BASIC CONSTRUCTION SERVICES:
This task consists of all services necessary for the administration of the Basic Construction Services of the
project construction stage, and may include the following itemized services.

4.1 Review construction contract documents and other submittals from the contractor and submit to the
City of Rapid City project manager for distribution to City Attorney’s for approval and signatures
of the Mayor and Finance Officer.
4.2 Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and
distribute to all attendees.
4.3 Provide written clarification regarding drawing and specification questions.
4.4 Provide recommendations to address changed or unknown conditions that may appear during
construction.
4.5 Review and take action on shop drawings, product submittals, test results, and other submittals.
4.6 Electrical Sub-consultant Basic Construction Services
4.7 Landscape Architectural Sub-consultant Basic Construction Services
4.8 Structural Sub-consultant Basic Construction Services

SCHEDULE:
Rapid City Council Authorization July 18, 2022
Project Kick-Off Meeting July 25, 2022 (tentative)
60% Preliminary Design Services Submittal August 29, 2022
95% Design Services Submittal September 26, 2022
Final Plans, Specifications, and Contract Documents Complete October 11, 2022
Project Bid Opening Date November 1, 2022
Project Construction 100% Complete October 2023
## Exhibit B – Fee Schedule: Itemized

### FMG ENGINEERING
**TASK SCHEDULE - ESTIMATED HOURS & FEES**
**SIoux Park Tennis Courts Reconstruction**
**PROJECT No. PR22-9/85**

<table>
<thead>
<tr>
<th>Principal Engineer</th>
<th>Senior Engineer</th>
<th>Engineer FE</th>
<th>Graduate Engineer EID</th>
<th>CAD Tech III</th>
<th>Admin Assistant</th>
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<td>$ 170.00</td>
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### TASK 1 - PRELIMINARY DESIGN SERVICES

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<td>1.1 Kick-off Meeting</td>
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<td>1.2 Review Background Information</td>
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<td>1.3 Perform Geotechnical Evaluation</td>
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<td>1.4 Analyze Existing Facility Conditions &amp; Extent of Project Limits</td>
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<td>1.12 Storm Plan and Profile Sheets</td>
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<td>1.19 Preliminary Traffic Study and Opinion of性onding Costs</td>
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<td>1.20 Conceptual Design Narrative</td>
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### TASK 2 - FINAL DESIGN SERVICES

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<td>2.1 Address City Comments through Task 1 City Review</td>
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<td>2.2 Coordinate with the Architect/Engineer</td>
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<td>2.3 Incorporate Design Features from the Conceptual Design Report</td>
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<td>2.4 Incorporate ADA Compliance as Required</td>
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<td>2.6 Legend Sheet</td>
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<td>2.8 Filing Condition Survey Control Sheet</td>
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<td>2.11 Traffic and Pedestrian Control Sheet</td>
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<td>2.13 Site Layout</td>
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<td>2.18 Special Project Details</td>
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<td>2.19 ADA Ramp &amp; Sidewalk Layouts as Required</td>
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<td>2.20 Provide Complete Plans and Specifications for Municipal Code and Standard Drawings</td>
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<td>2.22 Data for Specifications</td>
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<td>2.23 Project Delivery &amp; Bidding Proposal</td>
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<td>2.24 Provide 3 Copies and PDF Version of Final Design Drawings Submittal</td>
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<td>2.25 Address 100% Submittal Staff Comments as Necessary</td>
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<td>2.26 Plan Final Argument for Submittal</td>
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<td>2.28 Plastic Electrical Design for Facility</td>
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<td>2.29 Plastic Structure Design for Facility</td>
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<td>2.30 Plastic Structure Design for Facility</td>
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### TASK 3 - BIDDING SERVICES

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<th>Task Description</th>
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<tr>
<td>3.1 Submit Information for Advertising Authority</td>
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<td>3.2 Pre-Contract Bid Preparation</td>
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<td>$ 330.00</td>
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<td>3.3 Contracts and Construction Pre-Bid Conference</td>
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<td>3.4 Pre- and Post-Bid Services</td>
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**TOTAL FEES:** $ 13,298.00
### Exhibit B – Fee Schedule: Itemized

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<th>Task Description</th>
<th>Principal Engineer I</th>
<th>Senior Engineer</th>
<th>Engineer II PC</th>
<th>Graduate Engineer II EIT</th>
<th>CMOD Tech II</th>
<th>Admin Assistant</th>
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<tr>
<td>3.6 Attend Public Works and Council Meetings as Required</td>
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<td>3.7 Prepare As-Built Plans and Specifications Environmental Services Proposal</td>
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<td>3.8 Subcontractor Coordination</td>
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<td>3.9 Pre-Construction Meetings</td>
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<td>3.10 Landscape Architectural Subconsultant Services</td>
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<td>3.11 Structural Subconsultant Services</td>
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| TOTAL FOR TASK 3 - BIDDING SERVICES                                            | 0                    | 7               | 38             | 16                       | 0           | 0               | $9,602.00

#### Task 4 - Basic Construction Services

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<th>Graduate Engineer II EIT</th>
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<th>Admin Assistant</th>
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<td>4.1 Review Construction Contract Documents and Submittals</td>
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<td>4.2 Attend and Conduct Pre-Construction Conference</td>
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<td>4.5 Review and Take Action on Shop Drawings and Submittals</td>
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<td>4.6 Pre-Construction Basic Construction Services</td>
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<td>4.7 Landscape Architectural Subconsultant Basic Construction Services</td>
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| TOTAL FOR TASK 4 - BASIC CONSTRUCTION SERVICES                                   | 6                    | 40              | 102            | 69                       | 0           | 0               | $34,505.00

**Total All Tasks** $188,023.00

**NOTES:** Although dollar values have been provided for each task, FMID retains the right to reallocate monies to other tasks subject to the maximum limiting fees shown above or as discussed in Exhibit A.
Exhibit C – Pay Rates

**FMG ENGINEERING**

**2022 RATE SCHEDULE**

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<th>PERSONNEL</th>
<th>RATE</th>
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<tbody>
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<td>Principal Engineer I</td>
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<td>Senior Engineer</td>
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<td>Engineer III – PE</td>
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<tr>
<td>Engineer I – PE</td>
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<td>Environmental Scientist</td>
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**VEHICLES & EXPENSES**

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<td>Mobilization (Drill Rig)</td>
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<tr>
<td>ATV/UTV</td>
<td>$100/day</td>
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<tr>
<td>Miscellaneous Equipment Rentals, Reimbursables, and Travel</td>
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