

TO: HARBOR DEPARTMENT PURCHASING OFFICE
500 Pier "A" Street
Berth 161
Wilmington, CA 90744

NO. F-943 Page 1
Show this number on envelope

Contract No. 39786

1. COMPLETE CONTRACT

This entire Bid Request shall become the contract upon its execution by the Executive Director on behalf of the Harbor Department of the City of Los Angeles. The complete contract shall consist of the entire Bid (including Specifications), this page, terms and conditions, any addendums, and when required, CONTRACTOR'S BOND. Contractor will be provided with a copy of the executed contract.

2. GOODS AND SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor agrees, upon acceptance of this offer by the City, to furnish the goods and services herein specified according to the terms and conditions as set forth herein.

3. AMOUNT TO BE PAID

The City agrees to pay the contractor for the goods or services in the manner described in the paragraph entitled "PAYMENTS" on the reverse side of this form. Unless otherwise indicated by the Bidder, remittance by the City for goods or services will be made to the address below.

4. CHOICE OF ALTERNATIVE PROVISIONS; OPTIONS; NOTIFICATION

When alternative provisions are requested, or options are offered, the contractor will be notified as to which provision, or option, is being accepted when notification is sent that the Contractor is the successful bidder.

5. DECLARATION OF NON-COLLUSION

The undersigned certifies (or declares) under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm, or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure any advantage over other bidders.

6. LEGAL JUSTIFICATION

This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.

EXECUTED AT: Delano, Minnesota ON THE 11th DAY OF April, 2016
City, State Date Month Year

BIDDER MUST COMPLETE AND SIGN BELOW:

Firm Name Landscape Structures Inc.

Phone 763-972-3391 Fax 763-972-3185

Address 601 7th Street S. Delano MN 55328
Street City State Zip

[Signature] Pat Faust, President
Signature Printed Name Printed Title

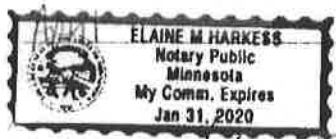
[Signature] Fred Caslavka, CFO
Signature Printed Name Printed Title

(AFFIX CORPORATE SEAL HERE)

a) **Two signatures:** One by Chairman of Board of Directors, President, or a Vice-President **AND** one by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.

b) **One signature:** By corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign.

NOTARIZATION: Bids executed outside the State of California must be sworn to and notarized below.

<p>County of <u>Wright</u></p> <p>State of <u>Minnesota</u> S.S.</p> <p>Subscribed and sworn this date <u>April</u>, 201<u>6</u></p> <p></p> <p><u>[Signature]</u> Notary Seal Signature</p>	<p>In witness whereof the Board of Harbor Commissioners of the City of Los Angeles has caused this contract to be executed by the Executive Director of the Harbor Department of said City and said Contractor has executed this contract the day and year written below.</p> <p>By _____ Executive Director Harbor Department</p> <p>Date _____</p>	<p>Approved as to form and legality</p> <p><u>April 13</u>, 201<u>6</u></p> <p>City Attorney</p> <p>BY <u>[Signature]</u> Deputy</p>
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FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943

SUBMIT TO :

Los Angeles Harbor Department
Purchasing Office, 1st Floor
500 Pier A Street
Wilmington, CA 90744

Buyer: Tricia Carey, Director of Contracts & Purchasing (310) 732-7656
Email: tcarey@portla.org

QUANTITY AND UNIT	ITEMS and DESCRIPTION	UNIT PRICE QUOTED	EXTENSION
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FITNESS STATIONS

This order is in accordance with the Region 14 Education Service Center (ESC) / National Cooperative Purchase Alliance (NCPA) Contract No. 10-01 for the Los Angeles Harbor Department requirement of: **FITNESS STATIONS** to be furnished and delivered as may be required upon the execution of the contract/Purchase order, subject to the approval of the Executive Director.

PRICES QUOTED ARE IN ACCORDANCE WITH REGION 14 EDUCATION SERVICE CENTER (ESC) / NATIONAL COOPERATIVE PURCHASE ALLIANCE (NCPA) CONTRACT NO. 10-01, COOPERATIVE PURCHASE ARRANGEMENT PER THE CITY OF LOS ANGELES ADMINISTRATIVE CODE DIVISION 10, CHAPTER 1, ARTICLE 2, SECTION 10.15 (a) (8).

REQ. NO.: 29176
NOTIFY: T. Malahni
TC
PAGE 2

STATE TIME OF DELIVERY: 42 DAYS AFTER RECEIPT OF ORDER
TERMS 0 DISCOUNT FOR PAYMENT WITHIN 30 DAYS.
BIDDER MUST SIGN THIS BID ON PAGE 1

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943
(SHOW THIS NUMBER ON ENVELOPE)

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
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WILMINGTON WATERFRONT PARK (Items 1 – 16)
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1.	1	EA		\$ <u>1,289.59</u>	\$ <u>1,289.59</u>
			Ab Crunch/Leg Lift, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 53 lbs., Item No. 192451A.		
2.	1	EA		\$ <u>1,169.74</u>	\$ <u>1,169.74</u>
			Assisted Row/Push-Up, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 55 lbs., Item No. 192452A.		
3.	1	EA		\$ <u>5,254.22</u>	\$ <u>5,254.22</u>
			Cardio Stepper, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 280 lbs., Item No. 192455A.		
4.	1	EA		\$ <u>4,074.90</u>	\$ <u>4,074.90</u>
			Chest/Back Press, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 258 lbs., Item No. 192456A.		
5.	1	EA		\$ <u>1,347.11</u>	\$ <u>1,347.11</u>
			Pull-Up/Dip, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 64 lbs., Item No. 192460A.		
6.	1	EA		\$ <u>2,152.51</u>	\$ <u>2,152.51</u>
			Stretch, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 115 lbs., Item No. 192462A.		
7.	1	EA		\$ <u>1,591.61</u>	\$ <u>1,591.61</u>
			Tai Chal Wheels, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 42 lbs., Item No. 192463A.		

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HARBOR DEPARTMENT**

NO. F-943
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8.	1	EACH Steel Post w/2 and 1 Top Attachments Direct Bury, 70 lbs. Item No. 205945A	\$ <u>666.37</u>	\$ <u>666.37</u>
9.	2	EACH Steel Post w/2 and 2 Attachments Direct Bury, 142 lbs. Item No. 205946A	\$ <u>666.37</u>	\$ <u>1,332.74</u>
10.	1	EACH Steel Post w/3 Attachments Direct Bury, 70 lbs. Item No. 205947A	\$ <u>666.37</u>	\$ <u>666.37</u>
11.	1	LOT LABOR: Mobilization	\$ <u>1,908.00</u>	\$ <u>1,908.00</u>
12.	1	LOT LABOR: Excavate for Fitness Equip. Pads (4)	\$ <u>5,902.00</u>	\$ <u>5,902.00</u>
13.	1	LOT LABOR: Construct Concrete Subslab for Rubber Surfacing with Perimeter Curb (4)	\$ <u>14,474.00</u>	\$ <u>14,474.00</u>
14.	1	LOT LABOR: Installation of Fitness Equipment	\$ <u>4,488.00</u>	\$ <u>4,488.00</u>
15.	1	LOT LABOR: Installation of Rubber Surfacing (1300 SF)	\$ <u>21,531.00</u>	\$ <u>21,531.00</u>
16.	1	LOT FREIGHT (Total Equipment lbs/100 cwt) X Rate (1,149 lbs/100) x \$79.54 = \$913.91	\$ <u>913.91</u>	\$ <u>913.91</u>

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CITY OF LOS ANGELES
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NO. F-943
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SAN PEDRO PROMENADE (near the Fountain) (Items 17 - 27)

17.	1	EA Pull-Up/Dip, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 64 lbs., Item No. 192460A.	\$ <u>1,347.11</u>	\$ <u>1,347.11</u>
18.	1	EA Stretch, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 115 lbs., Item No. 192462A.	\$ <u>2,152.51</u>	\$ <u>2,152.51</u>
19.	1	EA Tai Chai Wheels, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 42 lbs., Item No. 192463A.	\$ <u>1,591.61</u>	\$ <u>1,591.61</u>
20.	1	EACH Steel Post w/2 and 0 Attachments Direct Bury, 73 lbs. Item No. 205944A	\$ <u>666.37</u>	\$ <u>666.37</u>
21.	1	EACH Steel Post w/2 and 1 Top Attachments Direct Bury, 70 lbs. Item No. 205945A	\$ <u>666.37</u>	\$ <u>666.37</u>
22.	1	LOT LABOR: Mobilization	\$ <u>842.00</u>	\$ <u>842.00</u>
23.	1	LOT LABOR: Excavate for Fitness Equip. Pads (2)	\$ <u>1,806.00</u>	\$ <u>1,806.00</u>
24.	1	LOT LABOR: Construct Concrete Subslab for Rubber Surfacing with Perimeter Curb (2)	\$ <u>5,834.00</u>	\$ <u>5,834.00</u>
25.	1	LOT LABOR: Installation of Fitness Equipment	\$ <u>2,631.00</u>	\$ <u>2,631.00</u>

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CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943
(SHOW THIS NUMBER ON ENVELOPE)

26.	1	LOT LABOR: Installation of Rubber Surfacing (468 SF)	\$ <u>9,360.00</u>	\$ <u>9,630.00</u>
27.	1	LOT FREIGHT (Total Equipment lbs/100 cwt) X Rate (364 lbs/100) x \$117.21 = \$426.00	\$ <u>426.00</u>	\$ <u>426.00</u>

SAN PEDRO PROMENADE (near 5th Street)

(Items 28 - 38)

28.	1	EA Ab Crunch/Leg Lift, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 53 lbs., Item No. 192451A.	\$ <u>1,289.59</u>	\$ <u>1,289.59</u>
29.	1	EA Assisted Row/Push-Up, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 55 lbs., Item No. 192452A.	\$ <u>1,169.74</u>	\$ <u>1,169.74</u>
30.	1	EA Chest/Back Press, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 258 lbs., Item No. 192456A.	\$ <u>4,074.90</u>	\$ <u>4,074.90</u>
31.	1	EACH Steel Post w/2 and 2 Attachments Direct Bury, 71 lbs. Item No. 205946A	\$ <u>666.37</u>	\$ <u>666.37</u>
32.	1	EACH Steel Post w/3 Attachments Direct Bury, 70 lbs. Item No. 205947A	\$ <u>666.37</u>	\$ <u>666.37</u>
33.	1	LOT LABOR: Mobilization	\$ <u>956.00</u>	\$ <u>956.00</u>

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943
(SHOW THIS NUMBER ON ENVELOPE)

34.	1	LOT LABOR: Excavate for Fitness Equip. Pads (2)	\$ <u>2,244.00</u>	\$ <u>2,244.00</u>
35.	1	LOT LABOR: Construct Concrete Subslab for Rubber Surfacing with Perimeter Curb (2)	\$ <u>6,395.00</u>	\$ <u>6,395.00</u>
36.	1	LOT LABOR: Installation of Fitness Equipment	\$ <u>3,222.00</u>	\$ <u>3,222.00</u>
37.	1	LOT LABOR: Installation of Rubbre Surfacing (574 SF)	\$ <u>12,017.00</u>	\$ <u>12,017.00</u>
38.	1	LOT FREIGHT (Total Equipment lbs/100 cwt) X Rate (507 lbs/100) x \$93.33 = \$473.18	\$ <u>473.18</u>	\$ <u>473.18</u>

22nd Street Park (Items 39 – 51)

39.	1	EA Assisted Row/Push-Up, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 55 lbs., Item No. 192452A.	\$ <u>1,169.74</u>	\$ <u>1,169.74</u>
40.	1	EA Cardio Stepper, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 280 lbs., Item No. 192455A.	\$ <u>5,254.22</u>	\$ <u>5,254.22</u>
41.	1	EA Pull-Up/Dip, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 64 lbs., Item No. 192460A.	\$ <u>1,347.11</u>	\$ <u>1,347.11</u>
42.	1	EA Tai Chal Wheels, HealthBeat Fitness Stations, Direct Bury, Order Post Separately 1, 42 lbs., Item No. 192463A.	\$ <u>1,591.61</u>	\$ <u>1,591.61</u>

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

NO. F-943
(SHOW THIS NUMBER ON ENVELOPE)

43.	1	EACH Steel Post w/2 and 0 Attachments Direct Bury, 73 lbs. Item No. 205944A	\$ <u>666.37</u>	\$ <u>666.37</u>
44.	1	EACH Steel Post w/2 and 1 Top Attachments Direct Bury, 70 lbs. Item No. 205945A	\$ <u>666.37</u>	\$ <u>666.37</u>
45.	1	EACH Steel Post w/3 Attachments Direct Bury, 70 lbs. Item No. 205947A	\$ <u>666.37</u>	\$ <u>666.37</u>
46.	1	LOT LABOR: Mobilization	\$ <u>1,375.00</u>	\$ <u>1,375.00</u>
47.	1	LOT LABOR: Excavate for Fitness Equip. Pads (3)	\$ <u>4,208.00</u>	\$ <u>4,208.00</u>
48.	1	LOT LABOR: Construct Concrete Subslab for Rubber Surfacing w/th Perimeter Curb (3)	\$ <u>9,593.00</u>	\$ <u>9,593.00</u>
49.	1	LOT LABOR: Installation of Fitness Equipment	\$ <u>4,654.00</u>	\$ <u>4,654.00</u>
50.	1	LOT LABOR: Installation of Rubber Surfacing (972 SF)	\$ <u>17,010.00</u>	\$ <u>17,010.00</u>
51.	1	LOT FREIGHT (Total Equipment lbs/100 cwt) X Rate (654 lbs/100) x \$93.33 = \$610.38	\$ <u>610.38</u>	\$ <u>610.38</u>

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943
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CONTACT INFORMATION:

Contact Person: Mike Bennett

Title: President, RecWest Outdoor Products, Inc.

Telephone No.: (818) 735 - 3838

Fax No.: (818) 735-9612

E-Mail Address: Mike_B@recwest.com

24 Hour Contact No.: (818) 590 - 3835

INSURANCE CLAUSE / LIMITS

INDEMNIFICATION AND INSURANCE:

Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Vendor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Vendor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Purchase Order by Vendor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Purchase Order and those allowed under the laws of the United States, the State of California, and the City.

Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Vendor's insurance documents. Track4LA[®] is the City's online insurance compliance system, designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. The advantages of Track4LA[®] include standardized, universally accepted forms, paperless approval

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943
(SHOW THIS NUMBER ON ENVELOPE)

transactions (24 hours, 7 days per week), and security checks and balances. Vendor's insurance broker or agent shall obtain access to Track4LA[®] at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on Vendor's behalf.

Policy Copies

Upon request by City, Vendor must furnish copy of full certified policy of any insurance policy required herein. Such request may occur outside of termination and/or expiration date of this contract.

PRIMARY COVERAGE

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

ADDITIONAL INSURED

The City of Los Angeles Harbor Department, its officers, agents, and employees must be included as additional insureds in applicable liability policies to cover the City of Los Angeles Harbor Department's vicarious liability for the acts or omissions of the named insured. Such coverage is not expected to respond to the active negligence of the City of Los Angeles Harbor Department.

NOTICE OF CANCELLATION

By terms of the contract, the contracting company agrees to maintain all required insurance in full force for the duration of the contractor's business with the City of Los Angeles Harbor Department. Each contractually required insurance policy shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of the City of Los Angeles Harbor Department have been given thirty (30) days' prior notice (or 10 days notice of non payment of premium) by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

RENEWAL

When an existing policy is timely renewed, you are encouraged to submit your renewal policy as soon as it is available to Track4LA[®]. All renewals must continue to meet the policy conditions listed above. As a courtesy, Risk Management sends notifications of expiring or expired insurance. However, it is the responsibility of the contracting company to ensure evidence of insurance remains effective for the duration of the contract.

For further clarification on Insurance procedures, coverage information and documentation please go to <http://www.portoflosangeles.org/business/risk.asp>.

Vendor will be required to furnish, at its own expense and within TEN (10) days of notification of pending award, proof of insurance, in accordance with the types and in the minimum limits shown below:

NOTE

FAILURE TO SUBMIT PROOF OF INSURANCE WITHIN (10) DAYS UPON RECEIPT OF NOTICE OF INTENT TO AWARD WILL DEEM THE BIDDER NON- RESPONSIVE AND THE PROSPECTIVE AWARD MAY BE CANCELLED.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943
(SHOW THIS NUMBER ON ENVELOPE)

General Liability Insurance

Vendor shall procure and maintain in effect throughout the term of this Purchase Order, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Vendor's normal limits of liability but not less than **ONE MILLION DOLLARS (\$1,000,000.00)** combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Vendor. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Vendor's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Auto Liability Insurance

Vendor shall procure and maintain at its expense and keep in force at all times during the term of this Purchase Order, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than **ONE MILLION DOLLARS (\$1,000,000.00)** covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Workers' Compensation and Employer's Liability

Vendor shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Vendor shall comply with such provisions before commencing the performance of the tasks under this Purchase Order. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Vendor shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Vendor, and for all employees of any subcontractor or other vendor retained by Vendor.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
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NO. F-943
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INITIAL HERE ACKNOWLEDGING INSURANCE REQUIREMENTS:

P. J. [Signature] (initial)

Upon approval of insurance, contractor will receive written authorization to proceed.

NO WORK MAY BE PERFORMED WITHOUT SUCH WRITTEN AUTHORIZATION TO PROCEED

CONTRACTUAL TERMS SECTION

AUTHORIZED DISTRIBUTOR/DEALER.

Bidder must indicate if it is an authorized factory distributor/dealer for the manufacturer being quoted (please initial).

Yes: _____

No: *P. J. [Signature]* Landscape Structures is the manufacturer.

If bidder is not an authorized distributor/dealer, the bidder shall submit with its Quotation a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the bidder.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and correcting problems that are traceable to the manufacturer.

NEW AND UNUSED. The equipment furnished shall be new and unused, current model.

CONTRACTOR'S LICENSE: In accordance with Section 7028.15 of the Business and Professions Code, Contractor must provide the following information:

Contractor's License No. 840892

Class: B C61/D34 Expiration Date: 6/30/16

STORM WATER POLLUTION PREVENTION PLAN, SWPPP. All work performed under any resulting contract within the Port of Los Angeles, as applicable, must be in accordance with the California Storm Water Best Management Practices (BMP) Handbooks. These practices prohibit the placement of any waste material resulting from the contractor's performance of work into the storm drain system as required by the City of Los Angeles Storm Water Pollution Prevention Plan (SWPPP) for Public Agency Activities.

A copy of the BMP Handbooks for 1) Construction 2) Industrial/Commercial and 3) Municipal Activities are available for review in the office of the Director of Environmental Management, 5th floor, 425 S. Palos Verdes Street, San Pedro, California 90731.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943
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MATERIAL, EQUIPMENT, SERVICE

CONSTRUCTION MATERIALS. Electrical, plumbing, H.V.A.C. and/or other construction materials, fixtures, devices, appliances, and equipment shall be UL\FM approved when applicable, and comply with the requirements of the City of Los Angeles Building Code(s).

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by the Contractor shall comply with applicable current requirements of OSHA and CAL-OSHA. Contractor agrees to indemnify and hold harmless Los Angeles City, The Harbor Department, and agents, officers and employees thereof, for all damages assessed against them as a result of Contractor's failure to comply with said safety and health requirements.

SAFETY APPROVAL. Electrical items listed herein shall have UNDERWRITER'S LABORATORY OR LOS ANGELES CITY ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and CAL-OSHA requirements, where applicable.

SITE MAINTENANCE & CLEAN-UP. Contractor shall keep the premises and worksite clean and free from rubbish and debris. Upon completion of the contract and before acceptance of the work by the City, the Contractor shall at once remove as necessary all plants, tools, equipment and materials, and shall thoroughly clean the worksite leaving it with a neat clean appearance.

CARE & CUSTODY. The contractor accepts full responsibility for the security against loss or damage to the equipment involved while in his\her possession or the possession of any of his\her agents. Contractor shall reimburse the Harbor Department for any loss or damage to Harbor Department equipment in his\her possession or the possession of any of his\her agents.

TECHNICAL CORRECTIONS. The Executive Director or designee is authorized to make minor technical corrections or clarifications in order to effectuate the intent of this contract/bid.

DELIVERY CLAUSES

DELIVERY POINT. Prices to include all delivery charges, F.O.B. the Harbor Department, Jobsite Location.

DELIVERY. Delivery is desired within five (5) days after vendor receives order. If this time cannot be met, show in the space provided on the Bid Sheet the best delivery time you can guarantee. The Harbor Department reserves the right to make award based on delivery time quoted.

NOTIFICATION. The vendor shall notify Trisha Malahni, Community Relations Division of the Port of Los Angeles at (310) 732- 7646 not less than three (3) days in advance that the equipment is ready for delivery.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

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HARBOR DEPARTMENT

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FINANCIAL CLAUSES

BILLING DISCOUNT TERMS. Billing Discount terms offering 20 days or more will be considered in making evaluation for award.

SALES TAXES. Do not include Sales Taxes in your Bid. Sales Taxes will be added at time of order.

SALES TAX PERMIT. Vendor's California State Board of Equalization Permit No. required to collect California State Sales Tax. Permit Number: SC OHA 30655800

FEDERAL EXCISE TAX. The City of Los Angeles Harbor Department is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. **PRICING NOT TO INCLUDE ANY FEDERAL EXCISE TAX.**

VENDOR PAYMENT. Please note. Vendor name and address must be submitted exactly as it will appear on the invoice. If invoice remit to (remittance) name and address are different from the bid name and address, please indicate:

REMIT TO: NAME: Landscape Structures Inc.

ADDRESS: SDS 12-0395; PO Box 86

Minneapolis, MN 55486-0395

Invoices submitted for payment where the invoice name and address does not match the name as it appears on the purchase order or as indicated in the space above, will not be processed and will be returned to the vendor.

GENERAL CLAUSES – LAW, CHARTER, ADMINISTRATIVE CODE

COMPLIANCE WITH LAWS. Vendor shall comply with all applicable Ordinances, laws, Rules and Regulations of the City and of any County, State or Federal Government, or subdivision thereof. This applies even though such requirements may not be specifically mentioned in the Specifications or shown on the Plans.

DEFAULT BY SUPPLIER. In case of default by Vendor, the City reserves the right to procure the articles or services from other sources and to hold the vendor responsible for any excess costs occasioned to the City thereby.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943
(SHOW THIS NUMBER ON ENVELOPE)

ENVIRONMENTAL MANAGEMENT SYSTEM

The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE (MBE/WBE/OBE). It is the policy of the Los Angeles Harbor Department to provide minority (MBE), women (WBE) and all other (OBE) business enterprises an equal opportunity to participate in the performance of all Harbor Department contracts. Such opportunities have resulted in combined M/WBE participation of over 20%. Bidders are encouraged to continue assisting the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises have an equal opportunity to compete for and participate in Department contracts. All bidders are encouraged to reach out to M/W/OBEs when opportunities are available.

EQUAL BENEFITS POLICY. The Board of Harbor Commissioner of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits (Section 10.8.2 et seq. of the Los Angeles Administrative Code) as a policy of the Harbor Department. Bidder shall comply with the policy whenever applicable. Violation of the policy shall entitle the City to terminate any agreement with Bidder and pursue any or all other legal remedies that may be available.

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943
(SHOW THIS NUMBER ON ENVELOPE)

ETHICS

Contractors are subject to Charter section 470(c)(12) and related ordinances. As a result, Contractors may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful Contractors, 12 months after the contract is signed. The Contractor's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Contractors must submit CEC Form 55 (provided in Attachment 3) to the awarding authority at the same time the response is submitted. The form requires Contractors to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Contractors must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Contractors who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

BUSINESS TAX REGISTRATION CERTIFICATE (BTRC). In accordance with the City of Los Angeles Municipal Code, a Business Tax Registration Certificate may be required of persons engaged in business activity within the City. The Office of Finance, Tax and Permit Division, (213) 473-5901, has sole authority in determining a firm's tax requirements and in issuing Business Tax Registration Certificates or Business Tax Exemption Numbers. Accordingly, firm's current Business Tax Registration Certificate or Business Tax Exemption Number must be clearly shown on all invoices submitted for payment. Bidder, in submitting this bid, acknowledges and accepts the above requirements and recognizes that no invoice will be processed for payment without inclusion of the Business Tax Registration Certificate or Business Tax Exemption Number.

BTRC/BTRC Exemption Number: _____.

TAXPAYER IDENTIFICATION NUMBER. Contractor declares that it has an authorized Taxpayer Identification Number (TIN), which must be indicated on all invoices. No payments will be made under this agreement without a valid TIN number.

SPECIAL NOTE. If you are not bidding, please state reason for not bidding and return bid to the Purchasing Office:

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

CITY OF LOS ANGELES
HARBOR DEPARTMENT

NO. F-943
(SHOW THIS NUMBER ON ENVELOPE)

GENERAL CONDITIONS READ CAREFULLY

- 1. FORM OF BID AND SIGNATURE.** The Bid must be made on this form only, and is limited to the Terms and Conditions contained herein, unless expressly agreed otherwise in writing by the City. No telephonic or facsimile bid is acceptable, unless otherwise indicated. Bid should be enclosed in a sealed envelope, showing the Bid No. In the lower left corner, and addressed to the Port of Los Angeles Contracts and Purchasing Division, 500 Pier "A" Street, Wilmington, CA 90744. Bids must be signed with the firm's corporate name or DBA and by a responsible officer or authorized employee. In case of error in extension of prices, unit price will govern. All prices must be firm unless the specification provides for adjustment.
- 2. TAXES:** Do not include any Sales or Federal Excise Tax in prices unless the specifications specifically require that they be included. Sales tax will be added by the City at time of award. The City will furnish Federal Excise Tax Exemption Certificate to Supplier. Any other taxes must be included in bid prices.
- 3. SPECIFICATION CHANGES.** Vendor may request in writing that specifications be modified if its provisions restrict vendor from bidding. Such request must be received by the Director of Purchasing at least five (5) working days before bid opening date. All vendors will be notified by Addendum of any approved changes in the specifications.
- 4. BRAND NAMES AND SPECIFICATIONS.** The detailed specifications and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described therein but with minor variations. Vendor must describe variations in their Bid.
- 5. AWARD OF CONTRACT.** Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the vendor. The City may make combined award of all items complete to one vendor or may award separate items to various vendors. Vendors may submit alternate prices, a lump sum or a discount conditional on receiving an award for two or more items. The right is reserved to reject any, or all, bids and to waive informality in bids.
- 6. PURCHASE AGREEMENT.** A copy of the Bid, Specifications and General Conditions will remain on file in the Purchasing Office. All material or services supplied by the Contractor shall conform to the applicable requirements of the City Charter, City Ordinances, and all applicable State and Federal Laws, as well as conforming to the Specifications, Terms and Conditions contained herein.
- 7. PRICE GUARANTEE.** If during the term of any agreement awarded pursuant to this Bid, the supplier sells the same materials or services under similar quantity and delivery conditions, at prices below those stated herein, such lower prices are to immediately be extended to the City.
- 8. DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other sources and to hold the supplier responsible for any excess costs incurred by the City.
- 9. DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the Director of Contracts and Purchasing immediately. Do not make delivery without his approval. Any correspondence, other than Invoices, relating to this order must be sent to the Director of Contracts and Purchasing.
- 10. INSPECTION:** All materials furnished on this order will be subject to test and inspection and, if rejected, will be held subject to order of shipper and subject to accrued charges.
- 11. INVOICING:** The point of free delivery, terms, contract number, name and address of department must appear on all Invoices.

All materials must be marked and tagged with the Contract number and be accompanied by packing list in detail. Material must be packed and shipped in conformity with tariff or classification requirements.

Prices on the contract include delivery to the division within building unless otherwise specified on the contract.

Prepaid charges for transportation must be accompanied by original expense bill marked paid and is not subject to transportation tax, due to the exemption permitted municipalities as indicated.

Materials shall be listed separately on Invoices covering repairs or installation service.

The Harbor Department will not be responsible for services, materials, or supplies furnished without prior authorization from the Director of Contracts and Purchasing.

This contract must not be assigned or transferred to anyone without the written approval of the Director of Contracts and Purchasing.

Discount period to be computed from date of receipt of invoice, or complete acceptance of goods or services, whichever is the later date.

In case of delay of payment beyond 30 days after acceptance of goods or services or date of invoice, whichever is later, please write the Harbor Department Accounting Section giving the contract number, stating to which division and on what date delivery was made.

Harbor Department may pay on partial deliveries, but right is reserved by the Director of Contracts and Purchasing to require complete delivery before payment.

- 12. TIME AND MATERIALS WITH NO FIXED FEES: ALL INVOICES WITH PAYMENTS FOR TIME AND MATERIALS MUST BE SUPPORTED / BACKED UP BY TIME SHEETS.**

NOTE: THOSE INVOICES WITH FIXED FEE RATES DO NOT REQUIRE TIME SHEETS.

- 13. CITY OF LOS ANGELES MUNICIPAL CODE:** All items must meet the requirements of the City of Los Angeles Municipal Code.
- 14. PAYMENTS.** Payment terms are NET 30 days unless vendor quotes otherwise. Cash discounts allowing less than 20 days or 20th Proxima will not be considered by the City when evaluating Bids. All Cash Discounts are computed from the date of delivery in full or completion and acceptance of the work or material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery and acceptance of goods and on receipt of vendor's Invoices. Invoices must be submitted as specified on the Purchase Order or Notice to Proceed.
- 15. ASSIGNMENT.** The supplier shall not assign or transfer by operation of law any obligation without the prior written consent of the Director of Contracts and Purchasing.
- 16. NONDISCRIMINATION.** During the performance of this contract, the contractor shall not discriminate in employment practices against any employee or applicant for employment because of the employee's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition, in accordance with L.A. Admin. Code Sections 10.8 to 10.13, whose provisions are incorporated herein. All subcontracts awarded under any such contract shall contain a like nondiscrimination provision.
- 17. SAFETY APPROVAL.** Articles supplied under this contract will not be accepted unless they comply with current safety regulations of the City Department of Building and Safety, U.L., the Safety Orders of the California Division of Occupation Safety and Health (CalOSHA) and OSHA requirements.
- 18. PREVAILING WAGES.** Where labor is required for public work as a part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than the general prevailing wages for the area as determined by the Director of the Department of Industrial Relations, State of California. Copy of wage schedule is obtainable from the Office of the Board of Public Works, City Hall, Los Angeles.
- 19. CONTRACTOR'S LIABILITY.** The contractor agrees to, at all times, relieve, protect, save harmless, and fully indemnify the City of Los Angeles, its officers, agents and employees from any and all liability whatsoever that may arise or be claimed by reason of any acts of said contractor, contractor's employees and agents, in connection with the work to be performed under the contract.
- 20. PATENT RIGHTS.** The person, firm, or corporation, upon whom this order is drawn, does, in case the materials or supplies to be furnished are covered wholly or in part by U.S. Letters Patent, by the acceptance of this order agrees to indemnify and hold the City of Los Angeles harmless from any and all injuries or damage which the City may

FORMAL REQUEST FOR COOPERATIVE AGREEMENT

**CITY OF LOS ANGELES
HARBOR DEPARTMENT**

NO. F-943

(SHOW THIS NUMBER ON ENVELOPE)

sustain by reason of the sale to or use by it of such materials or supplies and arising out of the alleged or actual infringement of said letters patent.

21. **LEGAL JUSTIFICATION.** This agreement shall be deemed entered into in Los Angeles, California, and shall be governed and construed in accordance with the laws of the State of California.
22. **TERMINATION FOR NON-APPROPRIATION.** The Harbor Department of the City of Los Angeles' (City's) obligation to pay any amount hereunder, for any City fiscal year after the current fiscal year is contingent upon City's appropriation of funds for that purpose. The City's fiscal year ends on June 30th of each calendar year. Accordingly,

anything to the contrary notwithstanding, the City may terminate this contract and future monetary obligations hereunder as of the end of any fiscal year.

23. **CANCELLATION.** The contract may be terminated in whole or in part by the Harbor Department of the City of Los Angeles (City) for its convenience, without penalty, provided that the Vendor is given not less than 30 days written notice (delivered by certified mail, return receipt requested) of the intent to terminate. The City will pay for that portion of the orders fulfilled or work performed. The City has the right to cancel the contract for cause at any time.

THE END

No. 285 Rev. 07/15-116



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mall Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number (or other identifying information if no number):
 Bid # F-943 BAVN# 54504

Date Bid Submitted:
 4/11/16

Description of Contract:
 Fitness Station Equipment

Awarding Authority (Department):
 City of Los Angeles Harbor Department

BIDDER

Name: Landscape Structures Inc.

Address: 601 7th Street S.; Delano, MN 55328

Email (optional): elaineharkess@playsi.com Phone: 763-972-3391

State Contractor ID: 840892

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Pat Faust Title: President

Address: 601 7th Street S., Delano, MN 55328

Name: Fred Caslavka Title: CFO

Address: 601 7th Street S., Delano, MN 55328

Name: Karlye Emerson Title: Vice President

Address: 601 7th Street S., Delano, MN 55328

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached. Bidder is an individual and no other principals exist.



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 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1980

Prohibited Contributors (Bidders)

CEC Form 55

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: Evergreen Environment, Inc.
 Address: 10405 San Sevaine Way #H; Mira Loma, CA 91752
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): 810462

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____
 Address: _____
 State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: Juan Sandoval Title: CEO/President
 Address: 10405 San Sevaine Way #H; Mira Loma, CA 91752
 Subcontractor: Evergreen Environment, Inc.

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Name: _____ Title: _____
 Address: _____
 Subcontractor: _____

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: Evergreen Environment, Inc.
 Subcontractor: _____

_____ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: 4/13/16 Signature:
 Name: Elaine Harkess
 Title: Contract Administrator

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.