

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



CONTRACT NO. 29208

1. COMPLETE CONTRACT:

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. AMOUNT TO BE PAID:

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he 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 or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor - refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Santa Ana CA ON THE 19th DAY OF May, 2005
CITY STATE MONTH

COMPANY NAME: Midori Gardens TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 3231 S. Main St CITY: Santa Ana STATE: CA ZIP: 92707

PHONE: (714) 751-8792 FAX: (714) 751-4167

SI [Signature] President
(SIGNATURE) (TITLE)

Naga Hamamoto midoriscap@sbcglobal.net
(PRINT NAME) (EMAIL ADDRESS)

SI [Signature] Corporate Secretary
(SIGNATURE) (TITLE)

Walt Takeda midoriscap@sbcglobal.net
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] 8/2/05
Director of Financial Management Date

APPROVED AS TO FORM 7/28, 2005
ROBERT E. SHANNON
CITY ATTORNEY [Signature]
Senior Deputy

BID NUMBER PA02105

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) to compete successfully in supplying our needs for products and services.

The following information is submitted regarding the bidder:

Legal Form of Bidder:

Corporation State of CA

Partnership State of _____

General Limited

Joint Venture

Individual DBA _____

Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**

Ethnic (Check one):

Black Asian Other Non-white

Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65

Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by the Contractor for such an adjustment must be made within thirty days of such change.
6. Contractor warrants that the goods, machinery, or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective

CONTRACT – GENERAL CONDITIONS

measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Any indebtedness of Contractor to the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
20. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
23. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the contract between the City and the Contractor.
26. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
27. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
28. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach

CONTRACT – GENERAL CONDITIONS

office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Eugene Fong at 562-570-5023 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at his own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

CONTRACT – GENERAL CONDITIONS

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any work on City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each subcontractor who will perform work, labor, or services for Contractor, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The subcontractor list shall be submitted with contractor's bid.

MEDIAN LANDSCAPING AND MAINTENANCE SERVICES

Bid Number: PA 02105

Due to the document size of the bid specifications, contractors are requested to contact the Purchasing Division between the hours of 8:00 a.m. and 4:30 p.m.

**City Hall – Plaza/Lobby Level
333 W. Ocean Blvd.
Long Beach, CA 90802**

Or Call: 562-570-6362

to arrange the postal mail or pick-up of the entire bid document.

A mandatory Pre-Bid Conference will take place on Thursday, May 12, 2005 followed by a guided site inspection. Although copies of the bid document will be available at the pre-bid conference, it is highly recommended that potential contractors review the entire specification document prior to the site inspection and be prepared to ask questions on May 12th.

**Mandatory Pre-Bid Conference
May 12, 2005 at 10:00 a.m.
City of Long Beach Tree Farm
7600 E. Spring Street
Long Beach CA**

Bid are due on **Friday, May 20, 2005, at 11:00 a.m. in the City Clerk's Office**



4. Contractor must obtain, and maintain in effect during the term of the Contract a valid City of Long Beach Business License prior to commencement of work.
5. When working in road rights-of-way, the Contractor shall comply with all procedures and requirements as specified in the State of California (CALTRANS) Manual of Traffic Controls for Construction and Maintenance Work Zones.

LICENSE CERTIFICATION

My valid License/Permit Numbers are:

<u>LICENSE</u>	<u>EXPIRATION DATE</u>	<u>LICENSE NUMBER</u>
1. C27 Landscaping Contractor License	3/31/07	<u>308373</u>
2. Pest Control Business License	DEC 05	<u>0418200000</u>
3. Pest Control Advisor License Categories: D & E JOHN WEST BROS WESTERN FARM SERVICE		<u>AA01725</u>
4. Qualified Applicator's License Categories: A, B, C, D, & F DEC 05		<u>QL39424</u>
5. Los Angeles County Agricultural Commissioner's Registration Permit DEC 05		<u>5020283</u>
6. City of Long Beach Business License required upon notification of award.		_____
7. Other: _____		_____

Please submit a copy of each valid license/permit listed above, with this bid package.

1.7 REQUIREMENT FOR EMPLOYEE HEALTH INSURANCE

Contractor shall provide health insurance to all full-time and part-time employees performing work under this Contract.

In lieu of providing health insurance to said employees, Contractor shall pay said employees **\$1.25** per hour more than:

- (1) the Contractor pays to said employees at the time the Contract is awarded; or

CONTRACT AREA 1S (STREETS)

CITY OF LONG BEACH
PROPOSAL BID SHEET

STREET LANDSCAPE MAINTENANCE

PARKS-LANDSCAPE CONTRACT AREA 1S BASE BID						
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year	
1	65 th St (200 block E)		.07	22.91	274	91
2	67 th St (West of Atlantic Ave)	N/A	.71	\$ 232.37	\$ 2788	40
3	Artesia Blvd (Downey Ave to Susana Rd)	N/A	2.14	\$ 700.31	\$ 8404	46
4	Atlantic Ave (70 th St to San Antonio Dr)	.87	2.49	\$ 974.75	\$ 11,696	98
5	California Ave (46 th St to San Antonio Dr)	.38	.001	\$ 70.14	\$ 841	66
6	Carson St (Cherry Ave to Gundry Ave)	N/A	.41	\$ 134.18	\$ 1610	20
7	Cherry Ave (68 th St to Wardlow Rd)	1.31	2.09	\$ 924.61	\$ 11,096	06
8	Coachella Ave (69 th St to Marker St)	N/A	.11	\$ 36.00	\$ 432	00
9	Del Amo Blvd (Cherry Ave to Susana Rd)	N/A	3.94	\$ 1289.47	\$ 15473	63
10	Del Mar Ave (Avery Pl to Los Cerritos Park Pl)	N/A	1.63	\$ 533.46	\$ 6401	53
11	Downey Ave (Andy St to Harding St)	.98	.06	\$ 199.68	\$ 2396	10
12	Long Beach Blvd (San Antonio Dr to Bort St)	.82	1.25	\$ 559.74	\$ 6716	88
13	Neece St (@ Long Beach Blvd to Muriel Ave)	N/A	.001	\$.33	\$ 3	93
14	Orange Ave (Bixby Rd to RR n/of Del Amo Blvd)	N/A	2.91	\$ 952.37	\$ 11,428	49
15	Peace St @ Elm Ave	N/A	.04	\$ 13.09	\$ 157	09
16	Pine Ave @ Locust Ave	N/A	.06	\$ 19.69	\$ 235	64
17	San Antonio Dr (Long Beach Blvd to Cherry Ave)	1.52	.17	\$ 334.88	\$ 4018	57
18	South St (East of Cherry Ave)	N/A	.10	\$ 32.73	\$ 392	73
19	Terminal St (Poppy St to Curry St)	N/A	.08	\$ 26.18	\$ 314	19
20	White Ave (Gordon St to Scott St)		.86	\$ 281.46	\$ 3377	49
21	Galliard Dr (Butler Ave to Belhurst Ave)		.08	\$ 26.18	\$ 314	19
22	Linden Ave (51 st St to Pleasant St)		.20	\$ 65.46	\$ 785	46
23	Jotham Pl @ Bixby Rd		.02	\$ 6.55	\$ 78	55
24	Mesa Way off Country Club Dr		.07	\$ 27.91	\$ 274	91
25	Rio Ave (s/o 47 th St)		.08	\$ 26.18	\$ 314	19
26	South St Tree Wells (Atlantic Ave to Market St)		.62	\$ 202.91	\$ 2434	94
27	Roosevelt Rd @ Long Beach Blvd	.09		\$ 16.53	\$ 198	41
TOTAL ACREAGE AND RATES:		5.97	20.19	\$ 7205.13	\$ 92461	59

CONTRACT AREA 2S and 5S (STREETS)

CITY OF LONG BEACH
PROPOSAL BID SHEET

STREET LANDSCAPE MAINTENANCE

PARKS-LANDSCAPE CONTRACT AREAS 2S and 5S BASE BID					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	Woodson St (@w/side of Bloomfield Ave)	N/A	.11	\$ 36.00	\$ 432.00
2	Bellflower Blvd (Del Amo Blvd to Adenmoor Ave and Willow St to Carson St)	3.8		\$ 698.11	\$ 8377.31
3	Bloomfield Ave (Woodson St to Wardlow Rd)	N/A	.27	\$ 88.36	\$ 1060.38
4	Carson St (605 FWY to Lakewood Blvd)	N/A	4.2	\$ 1374.52	\$ 16494.76
5	Claremore Ave (Spring St to Cramer St)	.01	.01	\$ 5.11	\$ 61.32
6	Conant St (Clark Ave to Woodruff Ave)	.9	.001	\$ 165.67	\$ 1988.03
7	El Dorado Dr (Wardlow Rd to Lilly Ave)	.01	.01	\$ 5.11	\$ 61.32
8	Harco St (Bellflower Blvd to Woodruff Ave)	.41	N/A	\$ 75.32	\$ 903.87
9	Lakewood Blvd (Willow St to Del Amo Blvd)	.28	.41	\$ 185.62	\$ 2227.48
10	Los Coyotes Diag (Willow St to Studebaker Rd)	1.8	1.2	\$ 723.41	\$ 8680.98
11	Mezzanine Way (Clark Ave to Woodruff Ave)	1.01	N/A	\$ 196.55	\$ 2358.60
12	Monlaco Rd (Clark Ave to Woodruff Ave)	.9	N/A	\$ 165.34	\$ 1984.10
13	Norwalk Blvd (Coyote Creek to Ring St)	N/A	.7	\$ 229.87	\$ 2749.12
14	Ocana Ave (@Hanbury St)	N/A	.02	\$ 65.57	\$ 78.53
15	Palo Verde Ave (405 FWY to Barbanell St and Conant St to Los Coyotes Diag)	N/A	.02	\$ 65.57	\$ 78.53
16	Sebren Ave (@ Hanbury St)	N/A	.02	\$ 65.57	\$ 78.53
17	Spring St (Coyote Creek to Temple Ave)	1.95	3.21	\$ 1408.80	\$ 16905.57
18	Studebaker Rd (405 FWY to Carson St)	3.7	.5	\$ 2005.38	\$ 24064.52
19	Wardlow Rd (Clark Ave to Coyote Creek)	2.7	3.5	\$ 1641.49	\$ 19697.91
20	Woodruff Ave (Carson St to Willow St and Willow St to Palo Verde Ave, n/side of FWY)	6.0	1.7	\$ 1658.15	\$ 19903.78
21	Willow St (605 FWY to Clark Ave)	.90	1.43	\$ 633.35	\$ 7600.16
22	Clark Ave (Conant St to Willow St)	1.75		\$ 321.50	\$ 3857.97
23	Parkcrest St (Palo Verde Ave to Studebaker Rd)		.33	\$ 108.00	\$ 1296.01
24	Los Santos Dr (Petaluma Ave to Vuelta Grande Ave)		.07	\$ 22.91	\$ 274.91
TOTAL ACREAGE AND RATES:		26.12	17.711	\$ 17756.98	\$ 213,083.72

CONTRACT AREA 3S (STREETS)

CITY OF LONG BEACH
PROPOSAL BID SHEET

STREET LANDSCAPE MAINTENANCE

PARKS-LANDSCAPE CONTRACT AREA 3S BASE BID					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	1 st St @ Ocean Blvd	.15	.003	\$28.51	\$342.47
2	3 rd St @ 710 FWY	N/A	.2	\$105.46	\$1265.46
3	6 th St (includes on & off ramps) @ 710 FWY	N/A	.33	\$108.00	\$1,296.00
4	7 th St @ 710 FWY	N/A	.45	\$147.27	\$1,767.29
5	9 th St @ 710 FWY	N/A	.008	\$2.62	\$31.42
6	Alamitos Ave @ Broadway, @ 6 th St & @ 17 th St	.07	.95	\$323.77	\$3,885.27
7	Daisy Avenue Islands (PCH to Hill St & Spring St to 27 th St)	2.51	.09	\$490.57	\$5,886.89
8	Esther St (San Francisco Ave to LA River)	.01	.01	\$5.11	\$61.32
9	Gale Ave (@ 19 th St, @ 27 th St, @ 16 th St, @ 17 th St, @ 15 th St & Gaylord St)	N/A	.17	\$55.64	\$667.64
10	Hill St	N/A	.15	\$49.09	\$589.10
11	Long Beach Blvd (Ocean Blvd to Wardlow Rd)	N/A	12.10	\$3,960.04	\$47,520.54
12	Ocean Blvd (Golden Ave to Alboni Pl)	.03	1.10	\$368.79	\$4,425.46
13	Pacific Ave (PCH to Willow St & 32 nd St to 405 FWY)	.06	2.66	\$881.58	\$10,578.94
14	Pacific Place (Wardlow Rd to 405 FWY)		.50	\$163.64	\$1,963.66
15	PCH (@ Golden Ave) (@ TI FWY, n/side)	.44	1.0	\$408.11	\$4,897.32
16	West Police Dept (Santa Fe Ave @ PCH)	N/A	.39	\$127.64	\$1,531.65
17	710 FWY Terminus Islands (Shoreline Dr to 7 th St)	12.8	.18	\$1,410.44	\$16,925.24
18	San Francisco Ave (PCH to Anaheim St)	.11	.22	\$92.21	\$1,106.51
19	Santa Fe Ave Ave (Anaheim St to 405 FWY)	.01	2.55	\$836.39	\$10,036.70
20	Sunrise Blvd (@ Olive Ave and Lime Ave)	N/A	.04	\$13.09	\$157.09
21	Terminal Island FWY (PCH to Willow St)	N/A	3.10	\$1,014.56	\$12,174.68
22	Wardlow Rd (Long Beach Blvd to Hesperian Ave)	N/A	.58	\$189.82	\$2,277.84
23	Willow St (TI FWY to Atlantic Ave)	1.20	2.16	\$706.92	\$8,483.00
24	Queensway Dr (across from The Reef)		1.00	\$547.73	\$6,572.78
25	Anaheim St (Oregon Ave to Seabright Ave c/d)		.45	\$147.27	\$1,767.29
26	Anaheim St (Harbor Ave to Santa Fe Ave) c/d & n/sidewalk & tree wells		.62	\$202.91	\$2,434.94
27	Harbor Ave (Anaheim St to PCH-tree wells)		.63	\$206.18	\$2,474.21
28	DeForest Ave (1200 blk ice plant)		.9	\$294.55	\$3,534.59
29	DeForest Ave (Willow St to 23 rd St)		1.3	\$425.46	\$5,105.51
30	Spring St (Long Beach Blvd to Atlantic Ave)		.3	\$98.18	\$1,178.20
31	Spring St (Delta Ave to Santa Fe Ave s/side)		.03	\$9.82	\$117.82

MIDDY

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32	Cowles St (@ e/of Fashion Ave to FWY)		.04	\$ 13.09	\$ 157	09
33	Fairbanks Ave @ Chester Pl		.9	\$ 199.55	\$ 3534	54
34	39 th St (w/of Magnolia Ave)		.11	\$ 36.00	\$ 432	00
35	34 th St (e/of DeForest Ave s/side)		.05	\$ 16.36	\$ 196	37
36	Hill St near TI FWY (@Hudson Park)		.05	\$ 16.36	\$ 196	37
37	Webster Ave (s/of Arlington St)		.07	\$ 22.91	\$ 274	91
38	Crest Dr (Long Beach Blvd to Wardlow Rd)		.07	\$ 22.91	\$ 274	91
39	Hesperian Ave (Wardlow Rd to s/of Arlington St)		.57	\$ 186.55	\$ 2238	57
40	Pacific Ave Station (Broadway to 6 th St)		.32	\$ 109.73	\$ 1256	74
41	Pacific Ave Tree Wells (Broadway to 6 th St)		.62	202.91	2434	94
42	Long Beach Blvd Tree Wells (Ocean Blvd to Willow St)		6.2	2029.11	24,349	37
TOTAL ACREAGE AND		17.39	43.171	\$	\$	
RATES:				17326.89	207,922	71

CONTRACT AREA 35 (STREETS)

CONTRACT AREA 4S (STREETS)

CITY OF LONG BEACH
PROPOSAL BID SHEET

STREET LANDSCAPE MAINTENANCE

PARKS-LANDSCAPE CONTRACT AREA 4S BASE BID					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	10 th St (@ Grand Ave)	N/A	.05	\$16.36	\$196.37
2	23 rd St (Bellflower Blvd to Marwick Ave)	N/A	.18	\$58.91	\$706.92
3	25 th St (Clark Ave to Vernon St)	N/A	.33	\$109.03	\$1296.08
4	7 th St (Margo Ave to Los Cerritos Channel)	N/A	1.01	\$330.55	\$3966.59
5	College Park Dr (Studebaker Rd to San Gabriel River)	N/A	1.02	\$333.82	\$4005.86
6	Fleet Services Bureau, 2600 Temple Ave (@ Temple Ave & Willow St)	.01	.50	\$165.48	\$1985.70
7	Hidden Ln (Los Cerritos Channel to Studebaker Rd)	N/A	.07	\$22.91	\$274.91
8	Lakewood Blvd (Traffic Circle to Willow St)	.82	2.27	\$893.56	\$10722.75
9	Livingston Dr (Grand Ave to 2 nd St and @ St. Joseph Ave @ Argonne Ave)	1.51	2.37	\$1053.05	\$12636.62
10	Loynes Dr (Studebaker Rd to Bellflower Blvd)	N/A	1.80	\$589.10	\$7069.17
11	Marwick Ave (Stearns St to Los Arcos St)	N/A	.18	\$58.91	\$706.92
12	Palo Verde Ave (Anaheim St to 405 FWY)	.37	4.0	\$377.08	\$4524.95
13	PCH (Clark Ave to 7 th St)	.02	.30	\$101.86	\$1222.29
14	East Division Police Station, 4800 Los Coyotes Diag (Los Coyotes Diag @ Park Ave)	.02	.21	\$72.40	\$868.83
15	Radio Tower Site	N/A	.14	\$45.82	\$549.82
16	Redondo Ave (@ 2 nd St)	.13	.04	\$36.97	\$443.68
17	Stearns St (405 FWY to Bellflower Blvd)	1.51	.37	\$398.50	\$4781.99
18	Studebaker Rd (405 FWY to 2 nd St)	5.40	1.60	\$1515.69	\$18188.31
19	Traffic Circle (@ PCH, Lakewood Blvd & Los Coyotes Diag)	1.94	.29	\$451.31	\$5415.76
20	Vernon St (Clark Ave to Ximeno Ave and Ocana Ave to Fanwood Ave)	N/A	.31	\$101.46	\$1217.47
21	Atherton St (Stevely Ave to Bellflower Blvd)	.18	2.42	\$25.08	\$990.93
22	Anaheim St (Palo Verde Ave to Studebaker Rd)		.18	\$58.91	\$706.92
23	Clark Ave (Willow St to Anaheim St)		.60	\$196.37	\$2356.37
24	Park Ave and Garford St (between Los Coyotes Diag)	.55		\$101.04	\$1212.51
25	Terraine Ave Cul-de-Sac (@ Los Coyotes Diag)	.09	.10	\$49.26	\$591.14
26	Margo Ave (7 th to 6 th Sts)		.28	\$91.64	\$1099.65
27	Channel Dr (PCH to 7 th St)		.07	\$22.91	\$274.91
28	Bellflower Blvd (Loynes Dr to Willow St)		3.21	\$1050.56	\$12606.69
29	Woodruff Ave (@ Los Arcos St)	.14		\$25.72	\$308.64
30	Woodruff Ave (s/of FWY-Willow St to Palo Verde Ave)		.32	\$104.73	\$1256.74

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31	Bryant D including Bryant Dr E	.07	.15	\$ 6195	\$ 743	42
32	Bryant Rd (@ Anaheim Rd)	.05		\$ 9.19	\$ 110	23
33	2 nd St c/d (@ Island Village Dr)		.82	\$ 268.37	\$ 3220	40
34	2 nd St (Island Village Dr)		1.75	\$	\$	
	Total for both }			572.73	6812	30
35	2 nd St (to Bay Shore Ave)			\$	\$	
	Total for both }					
36	PCH (n/side 2 nd St to Golden Sails		.53	\$ 17346	\$ 2081	48
37	Willow St (Temple Ave to Clark Ave)	.37	1.65	\$ 607.78	\$ 7295	76
38	5-Points (@ Stearns St and Los Coyotes Diag)	.40		\$ 7349	\$ 881	82
39	Energy Dept, 2400 E Spring St (Spring St & Junipero Ave	.60	1.0	\$ 437.50	\$ 5250	05
40	29 th St (Temple Ave to Redondo Ave)		1.06	\$ 346.71	\$ 4162	76
41	Faust Ave (2350 Faust Ave @ Woodruff Ave)		.04	\$ 1307	\$ 157	09
TOTAL ACREAGE AND RATES:		16.09	32.35	\$ 12,822,62	\$ 153,811	45

CONTRACT AREA 6S (STREETS)

CITY OF LONG BEACH
PROPOSAL BID SHEET

STREET LANDSCAPE MAINTENANCE

PARKS-LANDSCAPE CONTRACT AREA 6S BASE BID					
Item No.	Location	Turf (Acre)	Landscape (Acre)	Rate Per Month	Rate Per Year
1	2 nd St (Marina Dr to Bay Shore Ave)	.27	2.98	\$ 1024.89	\$ 12298.64
2	Appian Way (Bay Shore Ave to LBYC)	1.35	4.75	\$ 1802.58	\$ 21620.91
3	Bay Shore Ave (2 nd St to Appian Way)	1.22	.50	\$ 387.77	\$ 4653.24
4	Colonnade Canal (@ Ravenna Dr)	.23	.02	\$ 48.80	\$ 585.59
5	Eliot St (@ Marina Way)	N/A	.28	\$ 91.64	\$ 1099.68
6	Marina Dr (2 nd St to Seal Beach Bridge)	N/A	.61	\$ 199.64	\$ 2395.68
7	Treasure Island Dr (@ Florence Wlk)	.08	.008	\$ 17.32	\$ 207.78
8	Ocean Blvd (Livingston Dr to 72 nd Pl)	.95	.80	\$ 436.35	\$ 5236.18
9	Appian Way Hardscape and Back-up Lot (Park Ave to Nieto Ave)		.40	\$ 130.91	\$ 1570.93
TOTAL ACREAGE AND RATES:		4.1	10.35	\$ 4139.88	\$ 49678.56



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **308373**

Entity **CORP**

Business Name **MIDORI GARDENS**

Classification(s) **C27**

Expiration Date **03/31/2007**





DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



DATE OF ISSUE 01/01/2004 QUALIFIED APPLICATOR LICENSE VALID THROUGH 12/31/2005

QL 39424 B

WALTER S TAKEDA
3231 S MAIN ST
SANTA ANA CA 92706

LICENSE NO.
04182 00000

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038



PEST CONTROL BUSINESS LICENSE

THIS LICENSE EXPIRES
December 31, 2005

MIDORI GARDENS
3231 S MAIN ST
SANTA ANA CA 92706

— POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW —
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE.

County of Los Angeles

No. 5020283

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2005

Name: MIDORI GARDENS

714-751-8792

Address: 3231 S MAIN STREET

SANTA ANA

CA

(TELEPHONE)
92707

(STREET)

(CITY)

(STATE)

(ZIP)

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

- (A) Residential, Industrial and Institutional
- (B) Landscape Maintenance
- (C) Right-of-Way
- (D) Plant Agriculture
- (E) Forest
- (F) Aquatic
- (G) Regulatory
- (H) Seed Treatment

- (I) Animal Agriculture
- (J) Demonstration and Research
- (K) Health Related
- (L) Wood Preservatives (Subcategory of A and C)
- (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A)
- (N) Sewer Line Root Control (Subcategory of A)
- (O) Maintenance Gardener

Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: February 14, 2005

Agent: WALTER S TAKEDA
State Business License No. 04182-00000

Revised PUEa-05 (12-04)

midori gardens

3231 S. Main St., Santa Ana, CA 92707 714-751-8792

REFERENCES

City Of Brea

Number One Civic Center
Brea, CA 92821
(714) 990-7642
Contact: Warren Coleman

City of Santa Ana

Public Works Department
P.O. Box 1988
Santa Ana, Ca. 92702
(714) 647-5015
Contact: Jerry Jeffries

City of Alhambra

1111 S. 1st St.
Alhambra, CA 91801
(626) 570-3251
Contact: Mary Swink

City of Walnut

P.O. Box 682
Walnut, CA 91789
(909) 598-5605
Contact: Jesse Tarin

City of La Palma

7822 Walker St.
La Palma, CA 90623
(714) 523-7700
Contact: Dave Gaudio

midori gardens

3231 S. Main St., Santa Ana, CA 92707 714-751-8792

CREDIT REFERENCES

Smith Pipe & Supply
P.O. Box 5051
Westlake Village, CA 91359
(805) 498-6744
Contact: Kim

Bolsa Nursery
7430 Bolsa Ave.
Westminster, CA 92683
(714) 898-8453
Contact: Thomas

Village Nurseries
P.O. Box 25509
Anaheim, CA 92825
(714) 254-8388
Contact: Harry

United Green Mark
P.O. Box 6190
Novato, CA 94948
(800) 272-7647
Contact: Liza de Bel

Western Farm
P.O. Box 60000
San Francisco, CA 94160
(928) 317-0840
Contact: Art Durazo

midori gardens

3231 S. Main St., Santa Ana, CA 92707 714-751-8792

General Business Statement

Midori Gardens has been in the landscape maintenance and installation industry for over thirty years. We are a leader in providing quality service for community homeowner associations, apartment complexes, municipal grounds, commercial/industrial properties and shopping centers. Municipalities are a major part of our activities and we have had an ongoing relationship with the City of Long Beach for the past 10 years and hope to continue for many more.

Our supervisor in our Long Beach operations, Concho Padilla, would be involved with this project who has overseen Long Beach since the onset.

Midori Gardens

midori gardens

3231 S. Main St., Santa Ana, CA 92707 714-751-8792

Contracts not renewed or cancelled within the last 3 years:

City of Irvine Village of Northwood & Villages of West Irvine/Northpark

These jobs were not economically profitable.

CERTIFICATE OF INSURANCE

ISSUE DATE
06/01/2004

PRODUCER
GÉORGE L. BROWN INSURANCE AGENCY
 P.O. BOX 5060
 SAN CLEMENTE, CA 92674-5060
 (949) 361-1400
 FAX (949) 361-2767

Cert# 25201

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY
A
- COMPANY
B SAFECO INS CO
- COMPANY
C
- COMPANY
D STATE COMPENSATION FUND

INSURED
MIDORI GARDENS, INC & MIDORI LANDSCAPE, INC

3231 S MAIN
 SANTA ANA, CA 92707

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG.	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE(Any One Fire)	\$
					MED. EXPENSE(Any One Person)	\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01CE569351-6	JUN 1 04	060105	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
D	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	1789287	JUN 1 04	JUN 1 05	STATUTORY LIMITS	
					EACH ACCIDENT	\$ 1,000,000
					DISEASE-POLICY LIMIT	\$ 1,000,000
					DISEASE-EACH EMPLOYEE	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

WORK COMP CERTIFICATES WILL BE ISSUED DIRECTLY BY THE STATE COMPENSATION FUND

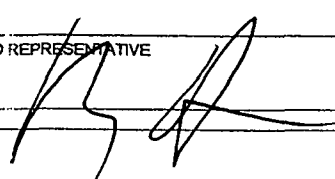
CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD - CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/18/05
PRODUCER USI Long Beach 5189 E. Pacific Coast Hwy Ground Floor Long Beach, CA 90804	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Midori Gardens 3231 South Main Street Santa Ana, CA 92707	INSURERS AFFORDING COVERAGE INSURER A: St. Paul Mercury Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

NBR ADD'L TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Herbicide/Pestic <input checked="" type="checkbox"/> \$1000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CK08101554	08/01/04	08/01/05	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Prop. Cov. \$1000 Ded.	CK08101554	08/01/04	08/01/05	Building \$700,000 Contents \$250,000 Equip Floater \$502,701

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: All Operations of the Insured

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern
 This Certificate
 is Issued as Proof of Coverage
 Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Chris Rodewald 

**STATE
COMPENSATION
INSURANCE
FUND**

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

REP 42
1789287-04
NEW
SP
2-44-41-72
PAGE 1

ENDORSEMENT AGREEMENT

EFFECTIVE JUNE 1, 2004 AT 12.01 A.M.

MIDORI GARDENS

**3231 S MAIN ST
SANTA ANA, CA 92707**

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS
AGREED THAT THE COVERAGE PERIOD APPEARING IN THIS POLICY
IS CHANGED TO READ-

THIS INSURANCE IS EFFECTIVE FROM

12.01 A.M., 6/01/04

TO 12.01 A.M., 6/01/05

AND SHALL AUTOMATICALLY RENEW

EACH 6/01 UNTIL CANCELLED

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 30, 2004

9915



AUTHORIZED REPRESENTATIVE



PRESIDENT



**PARKS & LANDSCAPE
CONTRACT AREAS 1, 2, 3, 4, 5, and 6**

GENERAL SPECIFICATIONS

1.0 CONTRACT PERIOD

Twelve months after date of award. This Contract may be extended by mutual agreement for up to three additional periods of one year each in accordance with terms and conditions stated herein. It is agreed that if the City intends to exercise its extension option for each of the three additional one-year periods, the City shall so notify the Contractor 130 days prior to the expiration date.

At the beginning of a renewal term, the price of the bid items shall be automatically adjusted based on the change in the Consumer Price Index (CPI) for the Los Angeles-Anaheim-Riverside Metropolitan Area (All Urban Consumers) published by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be calculated by dividing the CPI number for the month which is two months prior to the beginning of the renewal term by the base CPI number. That percent multiplied by each bid item shall be the adjusted price for each bid item. In no event, shall the price of the bid items be adjusted below the original prices bid.

No price increases will be allowed during the 12-month contract period.

1.1 BOND PROVISIONS

BID BOND

A ten percent (10%) Bid Bond or certified check payable to the City of Long Beach and drawn on a solvent bank of the United States of America, is required with the bid in accordance with bond instructions. The Bid Bond shall be submitted upon forms to be secured at the Office of the City Purchasing Agent, City Hall, 333 West Ocean Boulevard, Plaza Level, Long Beach, California 90802 or on bid forms included herein as a guarantee that the bidder, if awarded a contract, will execute and deliver such contract to the City Purchasing Agent within ten (10) days after such contract is tendered to him.

If the Bidder to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents within ten (10) days after the contract is tendered to him for signature, the City shall declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.

Check One: Bid Bond is attached

Certified Check No. _____ in the amount of \$ _____

In lieu of the satisfactory bidder's bond required, your attention is directed to one of the following bidder's bonds on file in the Office of the City Clerk of the City of Long Beach, California.

Annual Bidder's Bond, City Bond No. _____ EM

Continuous Bidder's Bond, City Bond No. _____ EM-C

Note: The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract.

(To Be Filled In When Surety Is A Corporation)

BIDDER' S BOND

CITY OF LONG BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Midori Gardens, Inc.

Company, as Principal, and Contractors Bonding and Insurance

Company, a corporation, organized and existing under and by virtue of the laws of the State of Washington, with its principal place of business in the City of Seattle, State of Washington

with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of law of the State of California regulating the formation of admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of Ten percent of the total amount of the bid

Dollars (\$ 10%), lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal hereto attached shall be accepted by the City of Long Beach and the contract for delivery of goods, material, equipment or supplies, or for the furnishing of services, materials, supplies, labor and performing work, all as specified in the specifications, notice inviting bids and bid, be awarded to the Principal, and if Principal shall enter into a contract therefore with the City of Long Beach within ten (10) days after the contract is delivered to Principal for signature, and Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with surety or sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Midori Gardens, Inc.
Name of Principal - Typed

By: _____
Signature of Principal's Officer

Contractors Bonding and Insurance Company
Name of Surety

By: Linda D. Coats
Signature of Surety's Attorney-In-Fact Linda D. Coats

(Principal and Surety Shall Attach Notary's Certificate of Acknowledgement of Execution)

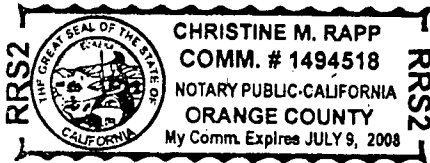
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ORANGE } ss.

On MAY 19 2005, before me, CHRISTINE M. RAPP, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LINDA D. COATS
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Christine M. Rapp
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

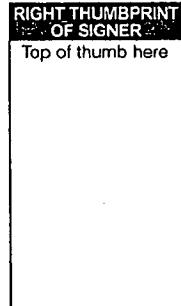
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____





LIMITED POWER OF ATTORNEY

Not Valid for Bonds

Power of Attorney

Executed On or After: JANUARY 31ST, 2006

Number: 947515

READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: DOUGLAS A. RAPP and LINDA D. COATS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, furthermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number Bid Bond

Signed and sealed this 19th day of May, 2005



[Handwritten Signature]

R. Kirk Eland, Secretary

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)

PoaLPOA:07-US051.104

PROFIT AND LOSS STATEMENT

FOR THE PERIOD 03/01/05 TO 03/31/05

	CURRENT PERIOD		YEAR TO DATE	
	RATIO	AMOUNT	RATIO	AMOUNT
INCOME				
MAINTENANCE SALES	83.76	377,516.64	82.19	2,993,647.00
MAINTENANCE EXTRAS	11.03	49,732.23	9.74	354,866.05
LANDSCAPE SALES	1.33	6,000.00	2.44	88,909.64
TREE TRIMMING	4.13	18,635.75	6.07	221,244.86
DISCOUNT ALLOWED	0.01	65.50	0.04	1,588.95
CREDIT MEMO	0.25	1,113.70	0.42	15,155.13
DEBIT MEMO	0.00	0.00	0.01	482.25
TOTAL INCOME	100.00	\$ 450,705.42	100.00	\$ 3,642,405.72

COST OF SALES				
COMPUTER EQUIPMENT/SOFTWARE	0.05	\$ 246.75	0.01	\$ 246.75
BUILDING/LNDSCAPE MATERIALS	0.02	75.42	0.13	4,911.97
CHEMICALS	0.75	3,362.56	0.79	28,679.85
DUMP & TRASH	1.98	8,909.48	2.50	90,878.54
FLOWERS	1.28	5,758.98	0.78	28,571.30
GARDEN SUPPLIES/ HAND TOOLS	0.00	0.00	0.22	8,163.58
GROUND COVER	0.04	170.00	0.01	486.49
LANDSCAPE SUPPLIES	0.95	4,301.05	1.42	51,658.42
POOL SUPPLIES	0.04	195.00	0.05	1,746.00
SAFETY SUPPLIES	0.25	1,147.08	0.12	4,243.59
PLANTS	0.39	1,745.66	0.81	29,339.17
SOILS & SOIL AMENDMENTS	0.26	1,174.31	0.14	5,268.87
SOD	0.04	158.87	0.19	7,070.92
SEED	0.69	3,100.70	0.21	7,772.59
COMPOST	0.00	0.00	0.04	1,531.41
SPRINKLERS/IRRIGATION MTRLS	1.21	5,435.19	1.42	51,757.45
STORAGE	0.09	411.00	0.08	2,766.05
DEPRECIATION	1.93	8,701.92	1.91	69,615.36
PERFORMANCE BOND	0.28	1,276.58	0.17	6,058.38
SUBCONTRACT	0.87	3,905.00	0.15	5,500.00
MISC DAMAGES	0.00	0.00	0.08	2,905.12
BLOWER/VACUUM/WASHER	0.00	0.00	0.12	4,507.55
EDGER/TRIMMER/WEED EATER	0.16	743.48	0.10	3,639.64
MOWER /CHAIN SAW	0.00	0.00	0.06	2,138.03
EQUIPMENT RENTAL	0.11	514.91	0.08	3,008.90
PARTS/REPAIRS EQUIPMENT/SHOP	0.15	688.00	0.20	7,196.11
PARTS/REPAIR EQUIP - INSIDE	1.89	8,515.39	0.95	34,622.07
FUEL EQUIPMENT	0.00	0.00	0.01	347.59
VEHICLES 5600-5632	0.00	0.00	0.00	150.00
TIRES 5610	0.40	1,786.08	0.21	7,716.38
TRANSMISSION 5612	0.00	0.00	0.22	7,943.22

PROFIT AND LOSS STATEMENT

FOR THE PERIOD 03/01/05 TO 03/31/05

	CURRENT PERIOD		YEAR TO DATE	
	RATIO	AMOUNT	RATIO	AMOUNT
TOWING CHARGES 5614	0.10	462.00	0.06	2,274.00
REGISTRATION 5616	0.43	1,957.00	0.25	9,004.45
PARTS & REPAIR VEHICLES	0.29	1,296.34	0.54	19,833.40
GASOLINE VEHICLES	3.71	16,708.24	3.85	140,375.06
WAGES - INSTALLATION	0.26	1,165.06	0.53	19,331.07
ADJUSTING CALENDAR MO. PAYRL	5.55	25,000.00	2.06	75,000.00
WAGES - MAINTENANCE	36.72	165,490.26	39.42	1,435,988.63
S U I	1.19	5,362.63	0.62	22,702.74
F U T A	0.29	1,300.03	0.15	5,503.70
F I C A	2.83	12,749.09	3.06	111,331.89
WORKERS' COMP INSURANCE	4.87	21,943.72	5.27	191,988.23
AUTO/LIABILITY/PROPERTY INS.	3.49	15,725.47	3.57	130,092.30
COST OF SALES - MISC	0.00	0.00	0.01	195.00
TOTAL COST OF SALES	73.55	\$ 331,483.25	72.59	\$ 2,644,061.77
GROSS PROFIT	26.45	\$ 119,222.17	27.41	\$ 998,343.95

OPERATING EXPENSES

ADVERTISING 5020	0.00	\$ 0.00	0.08	\$ 2,831.63
BANK CHARGES/PENALTY 5080	0.01	35.51	0.01	535.41
COMM-MISC.	0.18	833.54	0.22	8,057.62
DUES AND PUBLICATIONS	0.00	0.00	0.04	1,344.00
EQUIPMENT (LARGE) 5223	0.00	0.00	0.02	718.15
LIFE/MEDICAL/DENTAL INS	1.46	6,576.98	1.60	58,240.85
INTEREST 5260	0.21	953.04	0.34	12,254.76
LEGAL-PROFESSIONAL-TEMP.SVC	0.00	0.00	0.26	9,600.00
OFFICE EQUIPMENT/FIXTURE	0.00	0.00	0.05	1,887.06
LICENSES & PERMITS 5290	0.26	1,183.73	0.12	4,495.60
CREDIT/EQUIPT. LINE FEE	0.00	0.00	0.05	1,750.00
OFFICE SUPPLIES 5300	0.20	902.61	0.21	7,598.50
COMPUTER EQUIPMENT	0.00	0.00	0.08	2,846.19
PLANS & SPECS	0.00	19.72	0.02	685.52
POSTAGE 5320	0.03	130.96	0.06	2,184.87
JANITORIAL SERVICE	0.04	175.00	0.04	1,505.00
RENT 5340-5344	2.37	10,700.00	2.35	85,600.00
LEASEHOLD IMPROVEMENT	0.01	27.95	0.15	5,544.80
SANITATION	0.10	446.07	0.18	6,459.41
MEDICAL EXPENSE	0.00	0.00	0.28	10,337.70
TAXES 5350	0.21	931.00	0.17	6,350.00
TELEPHONE 5360	0.56	2,541.59	0.60	22,003.98
TRAVEL-ENTERTAIN., ETC. 5400	0.00	19.64	0.03	1,201.04
EMPLOYEE INCENTIVE BENEFITS	0.06	252.88	0.01	252.88

PROFIT AND LOSS STATEMENT

FOR THE PERIOD 03/01/05 TO 03/31/05

	CURRENT PERIOD		YEAR TO DATE	
	RATIO	AMOUNT	RATIO	AMOUNT
GIFTS & PROMOTIONS 5405	0.00	0.00	0.59	21,579.00
BONUS / COMMISSION	0.00	0.00	0.08	2,757.08
UNIFORMS 5420	0.08	348.78	0.02	835.34
UTILITIES 5440	0.17	764.10	0.23	8,368.68
CAR ALLOWANCE	0.08	364.22	0.12	4,331.18
GASOLINE-VEHICLES 5634	0.11	505.37	0.06	2,066.88
WAGES-SUPERVISOR MAINT	4.25	19,137.12	5.09	185,254.92
MECHANIC	0.74	3,323.50	0.95	34,640.88
OFFICE CLERICAL	3.18	14,321.68	3.47	126,338.28
WAGES-OFFICE ESTIMATOR	1.37	6,166.63	1.35	49,173.66
OFFICER SALARY	3.33	15,000.00	3.50	127,500.00
SALES - OUTSIDE	1.13	5,100.00	1.05	38,250.00
F I C A	1.07	4,823.26	1.04	37,813.60
F U T A	0.05	219.71	0.03	1,209.73
CA - S U I	0.20	906.27	0.14	4,990.16
EMPLOYEE TRAIN. FUND	0.00	0.00	0.01	335.87
WORKMANS COMP. INSUR. 575B	0.81	3,668.16	0.96	34,908.16
MISC. EXPENSES 5900	0.00	0.00	0.04	1,318.82
TOTAL OPERATING EXPENSES	22.27	\$ 100,379.02	25.70	\$ 935,957.21
INCOME FROM OPERATION	4.18	\$ 18,843.15	1.71	\$ 62,386.74
INTEREST INCOME	0.09	\$ 392.55	0.07	\$ 2,697.77
RENTAL PROPERTY INCOME	0.00	0.00	0.03	1,250.00
TOTAL OTHER INCOME	0.09	\$ 392.55	0.11	\$ 3,947.77
INCOME BEFORE TAX	4.27	\$ 19,235.70	1.82	\$ 66,334.51
NET INCOME	4.27	\$ 19,235.70	1.82	\$ 66,334.51

BALANCE SHEET

AS OF 03/31/05

ASSETS

CURRENT ASSETS

CASH

UNION BANK	5,481.13	
UNION BANK BUS MNY MKRT	9,982.81	
G/A WELLS FARGO	184,804.70	
P/R WELLS FARGO	22,064.99	
SVG WELLS FARGO	230,930.50	
M/MARKET WELLS FARGO	45,088.13	
BANK OF THE WEST: MONEY MKRT	164,687.91	

TOTAL CASH		\$ 663,040.17

RECEIVABLES

ACCOUNTS RECEIVABLE	\$ 499,251.85	
A/R RETENTION UNBILLED	1,344.02	
A/R RETENTION BILLED	3,246.10	
RECEIVABLE -MIDORI LANDSCAPE	95,890.90	
OTHER RECEIVABLES	25,809.53	
LOAN TO OFFICER	258,242.05	
LOANS RECEIVABLE 1225	5,450.51	

TOTAL RECEIVABLES		\$ 889,234.96

OTHER CURRENT ASSETS

PREPAID TAXES	10,783.92	
EMPLOYEE ADVANCES	4,095.88	
PREPAID INSURANCE	80,974.34	
PREPAID BOND	1,181.26	
PREPAID RENT	8,190.25	
PREPAID MISC.	500.00	
ADVANCE EARNED INCOME CREDIT	409.91	
LANDSCAPE TRANSFER	134,192.55	

TOTAL OTHER CURRENT ASSETS		\$ 240,328.11

TOTAL CURRENT ASSETS \$ 1,792,603.24

OTHER ASSETS 1296

DEPOSIT	43,969.70	
GOODWILL:T & K LANDSCAPE	21,000.00	
GOODWILL:FOUR STAR LANDSCAPE	20,000.00	

TOTAL OTHER ASSETS		\$ 84,969.70

BALANCE SHEET

AS OF 03/31/05

FIXED ASSETS 1400

RENTAL PROPERTY	\$ 401,300.00
EQUIPMENT-OFFICE	5,783.71
LEASEHOLD IMPROVEMENTS	89,813.42
OTHER OFFICE ASSTS	140,727.93
EQUIPMENT OPERATION 1450	612,186.05
LEASED EQUIPMENT	9,274.98
VEHICLES	1,214,772.09

TOTAL FIXED ASSET \$ 2,473,858.18

DEPRECIATION & AMORTIZATION

ACCUM DEP RENTAL PROPERTY	\$ 59,878.00
ACCUM DEP OFFICE	128,250.64
ACCUM DEP LEASEHOLD IMP.	26,056.00
ACCUM DEP OPER. EQUIP.	534,478.00
ACCUM DEP VEHICLES	1,086,912.72
ACCUM DEP ASSETS	7,138.00

TOTAL ACCUM DEPRECIATION \$ 1,842,713.36

TOTAL OTHER ASSETS \$ 716,114.52

TOTAL ASSETS \$ 2,508,717.76

BALANCE SHEET

AS OF 03/31/05

LIABILITIES & EQUITY

CURRENT LIABILITIES

ACCOUNTS PAYABLE	\$ 57,867.63
ACCRUED P/R FOR CALENDAR MTH	75,000.00
ACCRUED WORKERS COMP.	28,150.29
DUE TO OFFICER	5,000.00
WFARGO TERM LOAN # 40-6	133,333.40
WFARGO EQUIPMENT LINE	20,876.49
SHEFFIELD FINANCIAL CORP.	13,565.79
VERMEER CREDIT CORP.	6,374.00
DEFERRED TAXES	305,553.00
PAYROLL TAXES 2308	22,475.39
MISC. DEDUCTION 2329	1,960.45

TOTAL CURRENT LIAB. \$ 670,156.44

LONG TERM LIABILITIES 2500

MORTGAGE PAYABLE = LONG TERM	\$ 143,975.22
W FARGO EQUIPMENT LINE	84,642.44
GE CAPITAL FLEET SERVICES	37,880.29
SHEFFIELD FINANCIAL CORP.	5,840.14
VERMEER CREDIT CORP.	9,260.94

TOTAL LONG TERM DEBT \$ 281,599.03

TOTAL LIABILITIES \$ 951,755.47

EQUITY 2900

CAPITAL STOCK	5,000.00
RETAINED EARNINGS	1,485,627.78
YEAR TO DATE EARNINGS	66,334.51

TOTAL EQUITY \$ 1,556,962.29

TOTAL LIAB. & EQUITY \$ 2,508,717.76

midori gardens

3231 S. Main St., Santa Ana, CA 92707 714-751-8792

May 19, 2005

City of Long Beach
City Clerk
333 W. Ocean Blvd / Plaza Level
Long Beach, CA 90802

Re: Bid No. PA 02105

Thank you for the opportunity to offer you this brief letter of introduction. **Midori Gardens** has been in the landscape maintenance & installation business for over thirty years. We are a leader in providing quality service for community homeowner associations, apartment complexes, municipal grounds, commercial/industrial properties, and shopping centers. We also landscape and maintain recreational areas, residential tracts, slopes, and streetscapes.

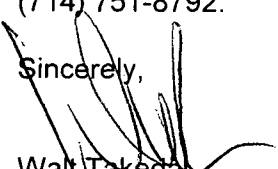
The following list of professional experts on staff at Midori Gardens represents our commitment to providing high quality service to our clients:

- **Irrigation Specialist and Water Auditor** - Facilitates comprehensive water management programs customized to fit our client's needs & budgets utilizing computer technology.
- **Ornamental Horticulturist** - Complete horticultural evaluations & soil analysis. Addresses existing situations to prevent future problems.
- **Certified Arborist and Qualified Arborists** - Provides tree care management in accordance with the International Society of Arboriculture guidelines.
- **Pesticide Applicators** - Integrated pest and disease management.
- **Landscape Architect/Designer** - Upgrades and retrofits existing landscape and irrigation systems.

We are proud of our reputation in the industry and we invite you to contact any of our references to hear for yourself the quality of our work performance. Our philosophy of providing on-time service, dealing pro-actively with client concerns, and ensuring quality control is **Midori Gardens'** commitment to total quality service.

If I can be of further assistance, or if you require more information, please contact me at (714) 751-8792.

Sincerely,


Walt Takeda
Corporate Secretary

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

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 Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by the Contractor or said Subcontractors in the execution of the Contract.

INSTRUCTIONS TO BIDDERS

11. RIGHT TO REJECT:

City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

SUBMIT TO:

CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

12. SAMPLES:

Samples of items when requested or required must be furnished to the city free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

BID DUE DATE: Friday, May 20, 2005
TIME: 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

13. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

LEE E WAYNE 562-570-6039
BUYER TELEPHONE NUMBER

14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBES, and OBEs) to compete successfully in supplying our needs for products and services.

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

KEN HERBAGE 562-570-4879
DEPARTMENT CONTACT TELEPHONE NUMBER

Please visit <http://www.longbeach.gov/diversity> for more information on the City's Diversity Outreach Program.

16. BID OPENING PROCEDURES:

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, Item 15.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify bid. If additional space is required, bidder shall attach a separate sheet.

It is our policy not to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will not be given out by phone and information will not be faxed.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

Company Name: _____

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Address: _____

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the bid opening.

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

17. INTER-AGENCY PARTICIPATION:

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES _____ NO _____

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

(If yes, any agency electing to participate in this bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

18. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this contract.