

# City of Los Alamitos

## Agenda Report Consent Calendar

April 18, 2016  
Item No: 8C

**To:** Mayor Richard D. Murphy & Members of the City Council  
**Via:** Bret M. Plumlee, City Manager  
**From:** Corey Lakin, Director of Recreation and Community Services  
**Subject:** Activities Guide Brochure Printing Contract

**Summary:** This agenda item is a contract for the printing of the quarterly Recreation and Community Services Activities Guide.

**Recommendation:** Authorize the City Manager to execute a three-year contract in an amount not to exceed \$14,000 per year with Weber Printing Company, Inc. to provide the printing of the Recreation and Community Services Activities Guide.

### Background

The Recreation and Community Services Activities Guide provides a comprehensive listing of classes, programs, and events offered by the City. The brochure is mailed each quarter to all Los Alamitos and Rossmoor residents. Eleven thousand two hundred fifty (11,250) copies of the 24-page (28-page for summer only) brochure will be printed four times per year. The brochure is the primary advertising media for the Recreation and Community Services Department. This agenda item seeks approval to enter into a three-year contract with Weber Printing Company, Inc., a professional printing company.

### Discussion

Weber Printing Company, Inc. has printed the Recreation and Community Services Activities Guide for the past five years. The high quality printed product produced by Weber Printing Company is recognized by Los Alamitos and Rossmoor residents as well as multiple agencies offering similar recreational brochures from surrounding communities.

Staff provided the following list of bid specifications:

Quantity:	11,250 copies printed four (4) times per year (quarterly)
Pages:	20 page + cover (Book type) (Summer edition to add 4 additional pages)
Ink Colors:	Text 4/4      Cover 4/4
Artwork:	Provided by graphic designer via CD or FTP upload

Trim Size: 8 3/8" x 10 7/8"  
 Paper: 70# Gloss Book  
 Art Work: Furnished by contracted designer  
 Proofs: You will furnish proofs for signature prior to printing  
 Binding: Saddle Stitch on 10 7/8" side, carton pack  
 Packaging: Carton Pack  
 Delivery: To Recreation & Community Services Department (10911 Oak Street, Los Alamitos, CA 90720) within 1 week of receiving artwork.

Eight (8) qualified proposals were received from 27 companies that were sent the bid specifications. Several Los Alamitos companies were sent the information, however, the lowest qualified bid was received from Weber Printing Company, Inc. and it is recommended that the contract for the printing of the brochure be continued with this firm. This contract is not to exceed \$14,000 annually.

<b>Company</b>	<b>Bid Response</b>
Weber Printing	14,000.00
Creel Printing	14,455.00
Queen Beach Printers, Inc.	17,540.00
Southwest Offset Printing	17,757.36
The PM Group	21,899.00
United Direct Marketing, Inc.	27,851.77
Printmasters (Los Alamitos)	31,100.00
Sir Speedy (Los Alamitos)	31,570.56
Image Solutions Print & Mail	No response
World Trade Printing Company	No response
PSB Integrated Marketing	No response
Community Mailers & Printers	No response
A & A Print Services	No response
ABC Press	No response
Anaheim Community Publishing	No response
B & Z Printing	No response
CopyGroup	No response
Direct Graphics	No response
John M. McCoy Printers, Inc.	No response
Media Lithographics	No response
Orange County Printing Co.	No response
Pac Litho	No response
PrintAgent.com	No response
Rodgers & McDonald Printing & Graphics	No response
Tech Color Graphics	No response
Trend Offset Printing (Los Alamitos)	No response
VQS Enterprises, Inc.	No response

Weber Printing Company, Inc. has been in the business since 1945 providing printing, advertising and brochures for many large companies, cities and organizations. Staff is pleased with the quality of work provided and the professional demeanor of the employees with interactions throughout the printing process and of the delivery of the printed product.

## Fiscal Impact

The cost to print the Recreation and Community Services Activities Guide is \$3,430 per issue (\$3,710 for the expanded summer issue), not to exceed \$14,000 annually. Funds for the printing will come from the Recreation Brochure Budget (account 10-551-5237) in the FY 2016-17 budget.

Submitted By:

  
\_\_\_\_\_  
Corey Lakin  
Recreation and Community Services Director

Approved By:

  
\_\_\_\_\_  
Bret M. Plumlee  
City Manager

Fiscal Impact Approved By:

  
\_\_\_\_\_  
Jason Al-Imam  
Administrative Services Director

Attachment: 1. Contract with Weber Printing Company, Inc.

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Los Alamitos / Weber Printing Company, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a municipal corporation ("City"), and Weber Printing Company, Inc., a ("Contractor").

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a contractor: printing of the Recreation and Community Services Activities Guide
- 2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

**3. DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Contractor's March 17, 2016 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Contractor's March 17, 2016 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": July 1, 2016
- 3.4 "Expiration Date": June 30, 2019

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

**5.**

**5. CONTRACTOR'S SERVICES**

- 5.1 Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of Fourteen Thousand Dollars (\$14,000.00) unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Steve Weber shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

**6. COMPENSATION**

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.

- 6.2 Contractor shall submit to City, an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. The invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of the invoice, City shall notify Contractor in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of the invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor unless otherwise required by law.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above. Fees for such additional services shall be paid within sixty days of the date Contractor issues an invoice to City for such services

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

## **8. RELATIONSHIP OF PARTIES**

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Contractor look to the City as its employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's (or its principal's) previously earned PERS retirement benefits, if any, and Contractor specifically assumes

the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

## **9. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

## **10. INDEMNIFICATION**

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and when the City requests with respect to a claim, provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.

- 10.3 City shall have the right to offset against any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly, any indemnification arising under this Section 10 and any amount due City from Contractor arising from Contractor's failure to (i) pay taxes on amounts received pursuant to this Agreement; (ii) satisfy obligations to any governmental entity, or (iii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Contractor under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations from others as required herein, or if such agreements prove to be inadequate to protect City for any reason, Contractor agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

## **11. INSURANCE**

- 11.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection

with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, death, loss underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds. Coverage shall be at least as broad as Insurance Services Office form number GL 0002 (Ed. 01/96) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or that described Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including XCU (Explosion, Collapse & Underground) coverage.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident. Coverage shall be at least as broad as the coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos."
- 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Contractor shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Contractor's expense.
- 11.5 At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Contractor shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.
- 11.6 Contractor shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Contractor shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and

expenses.

- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

## **12. MUTUAL COOPERATION**

- 12.1 City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

## **13. RECORDS AND INSPECTIONS**

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

## **14. PERMITS AND APPROVALS**

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

## **15. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:  
City of Los Alamitos  
3191 Katella Ave.  
Los Alamitos, CA 90720  
Attn: Corey Lakin  
Telephone: (562) 430-1073 x500  
Facsimile: (562) 594-9657

If to Contractor:  
Steven Weber  
Weber Printing Company,  
Inc.  
18700 Ferris Pl.  
Rancho Dominguez, CA  
90220  
Telephone: (310) 639-5064  
Facsimile: (310) 639-0913  
Email:  
steve@weberprint.com

With courtesy copy to:

Cary S. Reisman, City Attorney  
Wallin, Kress, Reisman & Kranitz,  
LLP  
2800 28<sup>th</sup> Street, Suite 315  
Santa Monica, CA 90405-6201  
Telephone: (310) 450-9582  
Facsimile: (320) 450-0506

## **16. SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

## **17. TERMINATION**

17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor may terminate this Agreement for any reason on thirty calendar days' written notice to City. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

## **18. PREVAILING WAGE LAW**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services under this Agreement are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Contractor to comply with the Prevailing Wage Laws.

## **19. GENERAL PROVISIONS**

- 19.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 19.2 In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 19.3 The captions appearing at the commencement of the sections hereof, and in any sub-paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4 The waiver by City or Contractor of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been

waived by City or Contractor unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

- 19.5 Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Contractor.
- 19.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Contractor hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement

between the parties with respect to the transactions contemplated herein. No prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**"City"**  
City of Los Alamitos

**"Contractor"**  
Weber Printing Company, Inc.

By: \_\_\_\_\_  
Bret Plumlee, City Manager

By: Steven Weber, President  
Steven Weber, President

Date: \_\_\_\_\_

Date: 3/28/16

By: Lynda Slack, CFO/owner  
Lynda Slack, CFO/Owner

Date: 3/28/14

Attest:

By: \_\_\_\_\_  
Windmera Quintanar, CMC, City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Cary S. Reisman, City Attorney

Date: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

Weber Printing Company, Inc. will perform the following services for the printing of the Recreation and Community Services Activities Guide:

1. Print the 24-page (20-page + cover) Recreation and Community Services Activities Guide in full-color (Summer edition to add 4 inside pages, totaling 28 pages)
2. Book type – 20-page plus cover (Summer edition to add 4 inside pages, 24=page plus cover)
3. Color: 4/4 full color
4. Trim Size: 8 3/8" x 10 7/8"
5. Paper: 70 lb gloss book (self cover)
6. Binding: saddle stitch on 10 7/8" side
7. Packaging and delivery: Carton packed and delivered to Recreation and Community Services Department (10911 Oak Street, Los Alamitos, CA 90720) within one week of receiving artwork
8. Quantity: 11,250 copies printed four (4) times per year (quarterly) – Any overage will not be paid for by City
9. Artwork will be provided by graphic designer via CD or FTP upload

**EXHIBIT B  
APPROVED FEE SCHEDULE**

The rate that the Contractor is charging for four quarterly brochures is:

\$3,430 per issue x 4 quarterly issues = \$13,720  
Additional 4 inside pages summer issue = \$280  
Total: \$14,000

The quarterly \$3,430 for service is to be billed 15 days or less after the date of delivery with additional \$280 for summer issue. Cost includes all taxes, delivery costs, and any overage Contractor wants to produce. Any additional work outside the scope of work above must be approved by City prior to service being completed and will be billed after work is complete and approved by City.