

CALIFORNIA BUILDING STANDARDS CODE AGREEMENT

BETWEEN

THE DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION FOR THE CALIFORNIA BUILDING STANDARDS COMMISSION (CBSC)

THE CALIFORNIA BUILDING STANDARDS COMMISSION (CBSC)

AND

(CONTRACTOR)INTERNATIONAL CODE COUNCIL (ICC)

(Title 24, Part 6)

This agreement is made this _____ day of _____ 2004~~5~~, by and between the ~~(contractor)~~ International Code Council (hereinafter referred to as "ICC") and the California Building Standards Commission (hereinafter referred to as "CBSC"), each of which is also referred to individually as "Party" and both of which are also referred to collectively as "Parties."

- A. **WHEREAS**, CBSC is the sole owner of the copyright to the 2005 California Energy Code (California Code of Regulations, Title 24, Part 6) hereinafter referred to as the "Licensed Property"; and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies building standards and triennially publishes them as Title 24 of the California Code of Regulations (hereinafter called "Title 24"); and
- C. **WHEREAS**, CBSC desires to ~~cause publication of the 2004 edition of Title 24, Part 6~~ publish the Licensed Property on or before April ~~14~~, 2005 or at a later date as set by CBSC; and
- D. **WHEREAS**, CBSC desires that the ~~2004 edition of Title 24, Part 6 as published on or before April 1, 2005~~ Licensed Property contains all portions of the Licensed Property that have been approved and codified by CBSC; and
- E. **WHEREAS**, CBSC desires to make available, from time to time, annual amendments to the ~~2004 edition of Title 24, Part 6~~ Licensed Property, supplements to the ~~2004 edition of Title 24, Part 6~~ in response to emergency regulations, and all related errata (hereinafter referred to as the "supplements");

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the Parties agree as follows:

- 1. Grant of License.** CBSC herein grants ~~(contractor)~~ ICC a non-exclusive license to use and copy all or any portion of the Licensed Property in whole or in part, solely to create and publish the 2004~~5~~ edition of Title 24, Part 6, as well as any supplements to:
 - 1.1 Publish, print and reprint all or any part of the Licensed Property in accordance with the provisions of Paragraph 1.4 hereof as set forth below.
 - 1.2 Make such changes to the Licensed Property as CBSC determines are required for Title 24.
 - 1.3 Affix copyright notices to the Licensed Property in the manner set forth in Attachment F.
 - 1.4 CBSC further grants to ~~(contractor)~~ ICC an ~~non~~-exclusive license to copy, print, publish, distribute and sell all or any portion of the Licensed Property that may be adopted and codified by CBSC, including those portions that may be modified by CBSC, and California amendments thereto, as part of the ~~2004 edition of Title 24, Part 6~~ Licensed Property upon the following terms and conditions: In the event the ~~ICC~~ (contractor) breaches its obligations provided in Paragraphs 2, 3, 4, 5 or 6, or terminates this agreement pursuant to paragraph 11.-1, or otherwise discontinues to publish or fails to make available for sale the Licensed Property and its supplements, then CBSC may print and publish or authorize the printing of and publication of the Licensed Property and/or its supplements for CBSC's own use and for sale to the public until publishing thereof is recommenced by ~~(contractor)~~ ICC or until one hundred and eighty (180) days after the publication of the next edition of Title 24, Part 6 (~~viz., 2007 edition~~), whichever occurs first, without compensating ~~(contractor)~~ ICC. If at any time prior to the discontinuation

of publication by ~~(contractor)ICC~~, said Licensed Property and/or its supplements, for any reason, becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, then CBSC may print and publish, or authorize the printing of and publication of any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until ~~(contractor)ICC~~ recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of Title 24, Part 6 ~~(viz., 2007 edition)~~, whichever occurs first, without compensating ~~(contractor)ICC~~.

1.5 CBSC herein grants to ~~(contractor)ICC~~ an exclusive, worldwide license to copy, print, publish, distribute and sell the Licensed Property and its supplements in accordance with the terms of this agreement.

2. Technical Services. Immediately after the execution of the within agreement, ~~(contractor)ICC~~ shall provide the following editorial, type-setting and printing services related to the development and publication of the Licensed Property at ~~ICC's the (contractor's)~~ expense:

2.1 ~~(Contractor)ICC~~ shall, in accordance with the specific formatting requirements, and editorial and publication timetable more fully set forth in Attachment A hereto, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public, copies of the Licensed Property in a loose-leaf format wherein all portions have been approved and codified by CBSC, which are fully merged and integrated into a contiguous and pre-assembled document.

2.2 ~~(Contractor)ICC~~ shall also provide CBSC with three (3) copies of the final version corresponding to the printed version of the Licensed Property, and three (3) copies of all its supplements in an electronic version compatible with CBSC's applications so that the material can be edited for future amendments and supplements.

3. Sale of Code. ~~(Contractor)ICC~~ agrees to furnish the ~~2004 edition of Title 24, Part 6 Licensed Property~~ in loose-leaf format on the following basis:

3.1 ~~(Contractor)ICC~~ shall make the Licensed Property available to the State of California, local governmental agencies, and the general public at a price mutually agreed upon established and approved by the ICC and CBSC that will entitle the purchaser to receive all of its supplements from ~~(contractor)ICC~~ at no additional charge in accordance with the provisions of Paragraph 6 hereof.

3.2 Any bookstore or other vendor may purchase the 2004 edition of Title 24, Part 6 from ~~(contractor)ICC~~ for resale and may resell the same at same price, which will entitle the purchaser to receive all subsequent supplements from ~~(contractor)ICC~~ at no additional charge in accordance with the provisions of Paragraph 6 hereof.

3.3 ~~(Contractor)ICC~~ shall deliver twenty-two (~~32~~2) complimentary copies of the Licensed Property to CBSC and then deliver one (1) complimentary copy for each new Commissioner appointed after January 1, 2005, in addition to the delivery of the original 22 copies until one hundred and eighty (180) days after the publication of the next edition of Title 24, Part 6 ~~(viz., 2007 edition)~~.

3.4 ~~(Contractor)ICC~~ may, at its sole discretion, publish and furnish or sell the Licensed Property on a CD Rom or as a downloadable PDF file in accordance with the following provisions:

(a) When the CD or downloadable PDF file is marketed and labeled as the California Energy Code (California Code of Regulations, Title 24, Part 6) it shall not contain any other code and/or code related documents which the reader might, because of the title, assume as having been adopted by California. The addition of any other such code and/or code related documents must be mutually agreed upon in content, form and disclaimer in writing by the parties hereto prior to "publication" and distribution in either the original CD/PDF File or any "supplements" thereto. If such other code documents are contained on the CD, the label and each file shall contain a disclaimer that "THIS DOCUMENT HAS NOT BEEN ADOPTED BY THE STATE OF CALIFORNIA," for the label in a font and weight no less than that used for the document title and for each file, in no less that bold 14 pt. font on the opening page and in bold 12 pt. font header on each page thereafter.

(b) Each purchaser of a CD or PDF file shall be offered a free subscription service as per Paragraph ~~56~~ of said Publication Agreement except that the CD or PDF file purchaser shall receive a new CD or PDF file with the errata, supplement or emergency supplement clearly identified on the label and

integrated into the language therein which language is marked and dated so the reader can identify each change and the date of each change. ICC reserves the option to send a completely new CD or PDF file to existing subscribers which contains all errata, supplement or emergency supplements incorporated into Title 24, Part 6 for ease of use by the subscriber.

- (c) ~~All marketing materials and e~~Each purchaser shall be adequately notified of this subscription procedure so that the purchaser shall be made aware of the hard copy errata/supplements between annual cycles both before purchase and after purchase. When a hard copy errata/supplement is sent to a CD subscriber, it shall contain the following note in bold 12 pt. Type on the cover instruction sheet:

~~This is an errata/supplement to your CD and the two should be considered as one document. Upon completion of the California Building Standards Commission's Annual Code Adoption Cycle, you shall be sent a new CD that shall contain the within errata/ supplement along with those adopted in that Annual Code Adoption Cycle. Until that time, you will need to refer to the enclosed for the appropriate modified provisions, which shall supercede those on your CD.~~

- (d) The label of the CD shall contain the "publication" date and the date(s) of all supplement(s), emergency supplement(s) and errata which are included therein.
- (e) ~~(Contractor)ICC~~ shall distribute complimentary copies of the original CD and all supplementary CDs in accordance with Paragraphs 3.3 and 4 of the aforesaid Publication Agreements.

4. State Code Distribution. The Library Distribution Act (LDA) establishes a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California (Government Code Section 14900-14911). During the term of this agreement ~~(contractor)ICC~~ shall deliver complimentary copies of the Licensed Property and automatically, regardless of subscription requests, all supplements directly to the Depository Libraries listed in Attachment B hereto in the quantities set forth therein, one (1) copy each to the Selective Depository Libraries listed in Attachment C hereto and copies each to the State agencies listed in Attachment D hereto in the quantities listed therein. ~~(Contractor)ICC~~ shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make them, or copies of them, available to CBSC upon written request until one year after termination of the within agreement or be willing to ship additional complimentary copies upon written request.

5. Posting On The Internet. ~~(Contractor)ICC~~ shall post the Licensed Property and all of its supplements, as they are published, in a PDF[®] format in an IBM[®] environment to facilitate on its ~~(contractor's)~~ website. The file shall be read-only, fully searchable and contain all necessary devices to accomplish that objective. In addition, the file shall be posted under an individually identified link. CBSC will link to the ICC~~(contractor's)~~ webpage where the link to the 2004 edition of Title 24, Part 6 is found. In addition, the ~~(contractor)ICC~~ shall provide a link address to its website for availability of the Licensed Property, which CBSC can use on its website so that it is not necessary for CBSC to maintain the listing of resellers.

6. Subscription Service. In order to ensure that the Licensed Property, as purchased from ~~(contractor)ICC~~ or any bookstore or other vendor, is accurate and up-to-date, from the time of the initial publication, ~~(contractor)ICC~~ shall make available to all purchasers of the Licensed Property, all of its supplements at no additional cost. ~~(Contractor)ICC~~ shall provide all purchasers with a subscription registration card which, when returned, will automatically entitle the purchaser to receive all supplements. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date, Licensed Property. Those entities listed in Attachments B, C and D hereto receiving complimentary copies of the Licensed Property pursuant to the LDA (Paragraph 4 hereof) and Paragraph 3.3 hereof will automatically receive the subscription service in the quantities of the Licensed Property sent, free of charge, whether or not requested in accordance to the provisions of Paragraph 6.

7. Compensation. In consideration of the opportunity provided to ~~(contractor)ICC~~ by CBSC to be the official publisher of the Licensed Property and make sales of the Licensed Property, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ~~(contractor)ICC~~ with respect to this agreement or the licenses granted hereunder.

8. Reservations.

8.1 Except as provided in Paragraph 1 hereof, CBSC shall not permit any third party to reproduce, sell and/or distribute the Licensed Property or its supplements, and CBSC shall not itself reproduce, sell, and/or distribute same.

8.2 Any action which may be brought to obtain damages or to enjoin any third party from infringement of any licenses or proprietary rights of ~~(contractor)~~International Code Council with respect to the Licensed Property shall be brought exclusively by ~~(contractor)~~International Code Council, in its sole discretion and at its sole cost and expense, using counsel of its own choosing. All damages or other relief or remedies resulting there from shall be owned solely by ~~(contractor)~~International Code Council.

9. Representations or Warranties of ~~(Contractor)~~ICC. ~~(Contractor)~~ICC represents and warrants that it has the necessary rights and authority to enter into this agreement and to grant the rights granted to CBSC hereunder. ~~(Contractor)~~ICC makes no representation, warranty or assurance to CBSC with respect to the income, profits, cash flow, or expenses which may result from use of the Licensed Property and its supplements.

10. Representations and Warranties of CBSC. CBSC represents and warrants that it has full authority to enter into this agreement.

11. Term and Termination.

11.1 This agreement shall be effective on the date of execution as first written above and shall continue thereafter unless terminated by either Party giving a thirty (30) day written notice of termination to the other Party or until one hundred and eighty (180) days after the publication of the next edition of Title 24, Part 6 ~~(viz., 2007 edition)~~, whichever occurs first. The term of this agreement may be extended by amendment to this agreement. This agreement may be terminated at any time in the event of default by one Party by the non-defaulting Party giving written notice of default to the defaulting Party, and the failure of the defaulting Party to cure the default within thirty (30) days of receipt of the written notice of default. In addition, this agreement may be terminated at any time because of a breach of contract by either Party giving written notice thereof to the other Party.

11.2 Upon termination of this agreement, all rights granted to CBSC and ~~(contractor)~~ICC pursuant to this agreement as to the Licensed Property and its supplements shall terminate and the Parties shall discontinue further printing, publication, sales and distribution of the Licensed Property and its supplements, except ~~(contractor)~~ICC shall be entitled to sell its then existing inventory of the Licensed Property and its supplements, provided, however, the foregoing provisions of Paragraph 11.2 shall not apply to a termination by written notice from ~~(contractor)~~ICC pursuant to the last sentence of Paragraph 11.1, in which event, following such termination, CBSC's rights to print, publish, sell and distribute the Licensed Property and its supplements shall be governed by the provisions of Paragraph 1.4 hereof.

11.3 Following the termination of this agreement, CBSC shall retain its copyright interest in the Licensed Property and its supplements.

12. Copyright Notices and Registrations. With respect to all reproductions and/or publications of the Licensed Property or their supplements after the effective date of this agreement, ~~(contractor)~~ICC shall include copyright notices in the forms of those described in Attachment F hereto so as to reflect CBSC's ownership thereof and to protect CBSC's interests therein.

13. Acknowledgments. The title page and the volume binder cover of the Licensed Property shall be in the form attached hereto as Attachment E.

14. Notices. All notices, requests and other communications hereunder shall be in writing and shall be delivered by personal service, by FAX or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases addressed to:

~~(contractor)~~International Code Council:

~~(contractor)~~

Attn: Mark A. Johnson

Senior Vice President, Business & Product Development

5360 Workman Mill Road
Whittier, CA 90601
Phone No.: 1-800-423-6587, extension 3248
Fax No.: 1-562-699-9721

CBSC: California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, California 95833
Attention: Stan Nishimura, Executive Director
Phone No.: (916) 263-0619

Fax No.: (916) 263-0959

In the case of service by mail, service shall be deemed complete at the earlier of (a) the expiration of the third (3rd) business day after the date of postmark, or (b) the date of delivery as shown by the return receipt, or (c) in the case of service by FAX, upon sending without a failure. In the case of personal service, upon obtaining a receipt of delivery, delivery shall be deemed complete on the date of actual delivery. In the case of service by FAX, a copy of the notice shall be sent by registered or certified mail, in the manner set forth above, within twenty-four (24) hours after being originally sent by FAX. Either party hereto may, from time to time, by notice in writing, served as set forth above, designate a different address to a different or additional person to which all such notices or communications thereafter are to be given.

15. Relationship of Parties. *The relationship of (contractor)ICC to the CBSC hereunder shall be that of an independent contractor and CBSC shall have no right to supervise (contractor)ICC, its officers, or employees in their performance hereunder. CBSC shall look to (contractor)ICC for performance in conformity with the scope of this agreement. However, (contractor)ICC shall coordinate with CBSC's Executive Director as to the services to be rendered hereunder and shall furnish the drafts of the Licensed Property and its supplements in a format suitable to the needs of CBSC as reasonably determined by its Executive Director.*

16. Assignment. *Neither Party may assign any right granted or obligation assumed hereunder except as may be provided in Paragraph 1 hereof without the prior written consent of the other Party. Any other such attempted transfer without prior written consent shall be null, void and of no force or effect and shall constitute a breach of this agreement.*

17. Funding. *(Contractor)ICC understands and agrees that under certain provisions of California law, CBSC may not obligate itself by contract to an extent in excess of an amount appropriated therefor by the State Legislature as approved by the Governor.*

18. Contractors' National Labor Relations Board Certification. *By signing this agreement, (contractor)ICC certifies under penalty of perjury that there are no outstanding actions against it and no unappeasable judicial rulings resulting from ICC's (contractor's) failure to comply with any order of the National Labor Relations Board in the two calendar years preceding the date of the within agreement.*

19. Indemnity.

19.1 *(Contractor)ICC shall indemnify and hold harmless CBSC and its officers, directors, shareholders, employees, agents, affiliates, attorneys and their respective successors and assigns from and against any direct and all losses, claims, liabilities, obligations, judgments, settlements, damages, costs and expenses, including, without limitation, all attorney's fees and expenses and all court costs (whether or not suit is filed) relating to, or resulting from, the copying, printing, publishing, distributing and selling of the Licensed Property pursuant to this agreement. a material breach of this Agreement by the ICC. or in any way arising out of any litigation and/or claim brought by a third party challenging publication and distribution of documents pursuant to the provisions of this agreement, including, without limitation, those relating to, resulting from, or in any way arising out of allegations that the use of the Licensed Property constitutes an infringement of any copyright or other proprietary right of any third party.*

- 19.2 At the request of CBSC, ~~(contractor)~~ICC shall, at *its* ~~(contractor's)~~ own cost and expense, defend CBSC in connection with the matters for which ~~(contractor)~~ICC is obligated to indemnify and hold CBSC harmless in accordance with Paragraph 19.1 hereof, provided that CBSC promptly tenders the defense to ~~(contractor)~~ICC and cooperates with ~~(contractor)~~ICC in the defense thereof.
- 19.3 The indemnity provisions of Paragraph 19.1 hereof do not apply to any action for a breach of this agreement by CBSC.
- 19.4 ~~(Contractor)~~ICC is not responsible for any claims, losses, injuries, or damages arising from or related to the State provisions of the Licensed Property or its supplements, which consist of language provided or authored by the State and not adopted by the ~~(contractor)~~ICC.

20. Waivers and Certain Claims.

- 20.1 Nothing contained in this agreement shall be deemed an admission of liability by either Party to the other Party with regard to the subject matter of this agreement, or any related matter. Except where specifically stated in this agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this agreement.
- 20.2 No provision of this agreement may be waived, changed or modified orally, but such may be accomplished only by a written amendment to this agreement and signed by both Parties.

21. Compliance with Laws. CBSC and ~~(contractor)~~ICC shall use the Licensed Property and its supplements in strict compliance with all applicable federal, state, county and municipal laws, ordinances, statutes, rules and regulations.

22. Further Assurances. Each Party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other Party hereto in order to effectuate and/or facilitate the purpose and intent of this agreement.

23. Entire Agreement. This agreement constitutes, and is intended to constitute, the complete and entire agreement between the Parties with respect to the subject matter hereof and expressly supersedes any and all prior oral or written negotiations or agreements between the Parties hereto with respect to the subject matter hereof. In the event that a conflict exists between the terms of this agreement and the terms of any other agreement between the Parties, the terms of this agreement shall govern and control. All prior agreements between the Parties or among the Parties and any third party or parties relating to the Licensed Property and its supplements as well as the preparation of derivative works based upon the use of all or any part of them for purposes of publishing, reproducing, printing, selling and distributing the Licensed Property and its supplements are expressly terminated.

24. Attorneys Fees. If any dispute arises out of this agreement, the prevailing Party shall be entitled to reasonable attorneys fees, costs and expenses in addition to any other relief to which that Party may be entitled. This provision shall be applicable to the entire agreement, and shall include attorneys' fees, costs and expenses incurred in enforcing and collecting an arbitration award or judgment.

25. Severability. If any provision of this agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the Parties shall reform this agreement to replace such stricken provision with a valid and enforceable provision, which comes as close as possible to expressing the intent of the stricken provision.

26. Continuing Obligations. Any rights and obligations under this agreement that by their nature extend beyond the term of this agreement, including but not limited to the obligation to maintain confidentiality of proprietary information, shall survive any expiration or termination of this agreement. Nothing contained in this agreement, however, shall (i) prevent CBSC from approving, codifying, adopting, publishing, marketing, selling, or distributing any code(s) other than the Licensed Property and its supplements to supersede or

replace the 2004 edition of the Licensed Property and its supplements, (ii) apply to any code(s), other than the Licensed Property and its supplements and/or that approved and codified by CBSC to supersede or replace the Licensed Property and its supplements, or (iii) require that CBSC obtain any approvals to approve, codify, adopt, publish, market, sell, or distribute any code(s), other than the Licensed Property and its supplements and/or to supersede or replace them, provided that nothing in this paragraph shall constitute a waiver of any copyrights in the Licensed Property and its supplements, all of which are expressly reserved, provided further that CBSC may use the Licensed Property and its supplements for the purposes set forth in this Paragraph 26 pursuant to future contracts or agreements between the parties. Nothing contained in this paragraph shall constitute a waiver of rights by either Party.

27. Waiver. Any waiver at any time by either Party of its rights with respect to a default under this agreement, or with respect to any other matters arising in connection with this agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

28. Non-Frustration. Neither Party to this agreement shall commit any act or take any action which frustrates or hampers the rights of the other Party under this agreement. Each Party shall act in good faith and engage in fair dealing when taking any action under or related to this agreement.

29. Applicable Law. This agreement shall be interpreted in accordance with the laws of the State of California, and any action arising out of this agreement shall be brought in the Superior Court of California in and for the County of Sacramento and/or the United States District Court for the Eastern District of California. Each Party hereto consents to the use of such forum and agrees not to challenge such forum on the basis of inconvenience, lack of personal jurisdiction, or any other basis whatsoever.

30. Headings. The headings used in this agreement are for reference purposes only, and shall not be deemed a part of this agreement, or used in the construction or interpretation of any portion hereof.

31. Construction. In the case of uncertainty regarding the language in any part of this agreement, the language shall be construed in accordance with its fair meaning rather than being interpreted against the Party who caused the uncertainty to exist.

32. Third Party Beneficiaries. Except as provided in Paragraph 1 hereof, no person or legal entity not a party to this agreement is intended to benefit by any of its provisions.

33. Judgments and Determinations. When the terms of this agreement provide that an action may or must be taken or that the existence of a condition may be established based on a judgment or determination of a Party, such judgment shall be exercised or such determination shall be made in good faith, in a timely manner, and shall not be arbitrary or capricious.

34. Attachments. Attachments A through J attached hereto are, by this reference, made a part of this agreement as if herein written.

34. Amendments. The within agreement may be amended in writing only and such an amendment must be fully executed by both Parties hereto before it becomes effective. Verbal agreements are herein declared to be not valid and not enforceable.

35. Signatures. The Parties, having carefully read this agreement and having consulted or having been given an opportunity to consult counsel of their choice, have indicated their agreement to all of the above terms by executing this agreement on the date first written above. Each signatory hereto represents that it is authorized to sign this agreement on behalf of the Party it purports to represent.

{CONTRACTOR}International Code Council

By:

Mark A. Johnson
Senior Vice President, Business & Product Development

CALIFORNIA BUILDING STANDARDS COMMISSION

By: _____

*Fred Aguiar, Chair
California Building Standards Commission*

ATTACHMENT A

» General Terms – Page 1 of 4 «

- A.1 ~~{Contractor}ICC~~ shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on ~~or before April 1, 4, 2005~~, copies of the Licensed Property in a loose-leaf format wherein all portions are fully merged and integrated into a contiguous and pre-assembled format. To ensure publication by an April 1, 2005 delivery date is met, CBSC must approve the final draft by March 1, 2005.
- A.2 Following execution of this agreement, CBSC shall submit hard copies of its Licensed Property to ~~{Contractor}ICC~~. Within a reasonable time after the receipt thereof from CBSC, ~~{contractor}ICC~~ shall furnish to CBSC a copy of the initial draft of the Licensed Property for review by CBSC. When possible, CBSC shall provide ~~{contractor}ICC~~ with electronic copies of the data.
- A.3 Within a reasonable time after receipt of the initial draft of the Licensed Property from ~~{contractor}ICC~~, CBSC shall submit its revisions to the initial draft to ~~{contractor}ICC~~. Within a reasonable time after receipt of CBSC's revisions to the initial draft, ~~{contractor}ICC~~ shall make any further modifications and submit to CBSC a second draft.
- A.4 Within ~~five days a reasonable time~~ after receipt of the second draft of the Licensed Property from ~~{contractor}ICC~~, CBSC shall submit its revisions to the second draft to ~~{contractor}ICC~~. Within a reasonable time after receipt of the CBSC's revisions to the second draft, ~~{contractor}ICC~~ shall make any further modifications and submit to CBSC a final draft.
- A.5 ~~{Contractor}ICC~~ shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the Licensed Property and post the PDF formatted version on its website as per Paragraph 5 hereof. If CBSC promptly delivers to ~~{contractor}ICC~~ the submissions from CBSC as set forth in paragraphs A.2 through A.4 above, ~~{contractor}ICC~~ shall ensure that the Licensed Property is available for sale and posted its website within thirty (30) days of receipt from CBSC of fully proofed and approved final text in either electronic format or camera-ready copy.
- A.6 TIME IS OF THE ESSENCE
- Because the Licensed Property may have significant effects on California's built environment and its citizens, time is of the essence in performing the herein duties.
 - The April 1, 4, 2005 date to publish the Licensed Property is of critical importance. Publication is defined as the documents being printed and available for delivery.
 -
 - CBSC and ~~{contractor}ICC~~ shall commit staff and resources to expedite their diligent work and cooperation towards the within publication schedules and goals.
 - Neither ~~{contractor}ICC~~ nor CBSC shall be held liable or responsible for any times or dates set out in this agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of god for which neither ~~{contractor}ICC~~ or CBSC is not otherwise responsible.
 - Due to the variations of their size and complexity, it is impossible to herein establish schedules for publication of any supplements. Therefore, when the CBSC submits any supplements to ~~{contractor}ICC~~, a publication schedule of milestone dates, including a publication date, shall be included. That publication schedule, due to possible coordination with other contractors publishing other parts of Title 24 is of critical importance.
 - ~~{Contractor}ICC~~ shall notify the CBSC within 15 calendar days following receipt of the publication schedule if they, for valid reason(s) given, cannot meet the schedule and include a proposed schedule which they can meet. CBSC must concur in the acceptance of any new schedule.

- Without such notification or concurrence with a new schedule, CBSC shall expect ICC to abide by the publication schedule submitted.
- All drafts/proofs shall be transmitted to and from CBSC by overnight service and the ICC shall give CBSC its UPS or Fed-x account number so the ICC pays for all shipping.

A.7 *FORMATTING, layout and other requirements not contained herein for publication of the Licensed Property and its supplements will be set forth and/or confirmed in subsequent correspondence between the Parties. Said formatting, layout and other requirements include, but are not limited to, the following:*

A.7.1 *Licensed Property*

- A "pre-assembled code" numbered consecutively, printed on 2050 lb. [STAN, IT IS STRONGLY RECOMMENDED THAT WE GO WITH 50 LB. PAPER SO THE PAGES DON'T TEAR OUT OF THE BINDER WHEN TURNING THE PAGE], 84 or higher brightness, 8-1/2" by 11" white pre-drilled paper in a seven-hole loose-leaf format configuration—the same configuration as that used for the 2001 edition of Title 24, Part 6.
- The black font shall be 10 pt., Times Roman with section numbers and headings in bold face.
- The Licensed Property shall be published in a seven-hole binder.
- The binder shall be equipped with front and back heavy duty page lifters.
- The binder shall conform to the design and colors selected by CBSC and sized appropriately for the contents, which shall be shrink-wrapped to ensure completeness.
- ICC and CBSC will work out a schedule for completion of the manuscript to ensure publication ~~and its availability on or before April 14, 2005.~~
- The index will remain as it is prepared by CBSC.
- The front of the binder shall contain the pages as per Attachments E, F, G, H and I
- "L" in the outside margin denotes local enforcement. CBSC will provide information where to denote local enforcement.
- All chapters will begin on a right-hand page.
- Running heads will read "2004 California Energy Code."
- State-agency acronyms will be used throughout the Licensed Property.
- CBSC will determine the binder specifications.
- The Matrix Table will be in the front of the Licensed Property.
- To ensure the complete document is delivered, each copy of the Licensed Property shall be shrink wrapped.
- ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all Licensed Property's supplements. ICC will maintain the mailing list, print, mail and verify delivery of the Licensed Property's supplements. Subscription cards shall be wrapped inside the shrink-wrapped Licensed Property.
- A card may be placed in the Licensed Property advertising other ICC publications.

A.7.2 *Licensed Property Supplements and Errata*

- *The Licensed Property's supplements shall be printed on 2050 lb. ~~[recommend 50 lb]~~-light-blue paper with each supplement individually shrink-wrapped.*
- *Supplements shall be printed to insert by page substitution and contain publication and effective dates on the bottom of the page.*
- *Annual supplements shall be published once a year.*
- *Supplements in response to emergency building standards and errata shall be published on an "as needed basis."*
- *If a supplement causes repagination of the Licensed Property to be necessary, ~~(contractor)~~ICC shall use the number of the last originally published page followed by .1, .2, .3, etc.*
- *Errata shall be printed on 20 50 lb.~~[RECOMMEND 50 LB TO AVOID TEARING OUT OF BINDER WHEN PAGES OUT TURNED]~~ buff-colored paper to insert by page substitution, contain the publication date, page number, and be individually shrink-wrapped.*

A.8 DISTRIBUTION

- *~~(Contractor)~~ICC shall establish a distribution method in consultation with CBSC.*
- *~~(Contractor)~~ICC shall distribute complementary copies of the Licensed Property as per the agreement Attachments B, C and D as per Paragraphs 3.3 and 4 of the agreement.*
- *~~(Contractor)~~ICC may wholesale the Licensed Property to other resellers in California.*
- *Within 30 days after the end of each calendar quarter, ~~(contractor)~~ICC will provide CBSC with a report of the number of copies of the Licensed Properties sold and the number shipped wholesale during that quarter, and the number of subscription postcards returned for that quarter and the cumulative totals for the term of this within agreement.*

ATTACHMENT B

Quantity	Agency	
6	Attorney General Bill Lockyer 1300 I Street - #1730, Sacramento, CA 95814	
6	Mr. Steve Castellanos Richard T. Conrad, Division of the State Architect 1130 K Street – #101, Sacramento, CA 95814	
6	Mr. Jim McGowan, Department of Housing and Community Development 1800 Third Street, Sacramento, CA 95814	
6	Mr. Kurt Schafer, Office of Statewide Health Planning and Development 1600 9 th St. – Room 420, Sacramento, CA 95814	
6	Regulations Manager, CDFFP, Office of the State Fire Marshal 1131 S Street, Sacramento, CA 95814	
3	Ms. Valerie Hall, California Energy Commission 1516 9 th Street, Sacramento, CA 95814	
3	Mr. John MacLeod Keith Umemoto, DIR, Occupational Safety & Health Standards Board 2520 Venture Oak Way – Suite 350, Sacramento, CA 95833	
3	Mr. David P. Spath, Department of Health Services 601 North 7th Street, 1616 Capitol Avenue, Suite 74.252, P.O. B. 997413–Street, Sacramento, CA 9589914	
3	Department of Consumer Affairs 400 R Street, Sacramento, CA 95814	
2 Services	Department of Corrections, Facilities Management Division, Day Labor & 501 J Street, Room 301, Sacramento, CA 95814	Professional
1	Mr. Horace Adams, Department of Corrections 501 J Street, Room 301, Sacramento, CA 95814	
1	Board of Corrections, 600 Bercut Drive, Sacramento, CA 95814	
1	Office of Administrative Law 555 Capitol Mall - Suite 1290, Sacramento, CA 95814-4602	
1	State and Consumer Services Agency 915 Capitol Mall - Suite 200, Sacramento, CA 95814	



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California Building Standards Commission

California Code Of Regulations, Title 24, Part 6

ATTACHMENT D

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ATTACHMENT E

Preface

This document is Part 6 of the official triennial compilation and publication of the adoptions, amendments and repeal of building regulations to the California Code of Regulations, Title 24, also referred to as the California Building Standards Code. This Part is known as the California Energy Code.

The California Building Standards Code is published in its entirety every three years by order of the California legislature, with supplements published in intervening years. The California legislature delegated authority to various State agencies, boards, commissions and departments to create building regulations to implement the State's statutes. These building standards have the same force of law, and take effect 180 days after publication, unless otherwise stipulated. The California Building Standards Code applies to occupancies throughout the State of California as annotated.

A city, county or city and county may establish more restrictive building standards reasonably necessary because of local climatic, geological or topographical conditions. Findings of the local condition(s) and the adopted local building standard(s) must be filed with the California Building Standards Commission to become effective and may not be effective sooner than the effective date of this edition of California Building Standards Code. Local building standard(s) adopted to be applicable to previous editions of the California Building Standards Code do not apply to this edition without appropriate adoption and the required filing.

Should you have any questions regarding this code or wish to offer comments toward improving the format, please address your questions and comments to:

*California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, California 95833*

*Phone: (916) 263-0916
FAX: (916) 263-0959*

Web Page: www.bsc.ca.gov

ATTACHMENT F

» **Questions and Interpretations Contact List – Page 1 of 1** «

**CALIFORNIA CODE OF REGULATIONS, TITLE 24
QUESTIONS AND INTERPRETATIONS CONTACT LIST**

Board of Corrections
Local Adult Jail
Standards (916)
324-1914
Local Juvenile Facility
Standards (916)
324-1914

California Energy
Commission
Energy Hotline (800)
772-3300
Building Efficiency
Standards
Appliance Efficiency
Standards
Compliance
Manual/Forms

California State Library
Construction Standards
(916) 445-9617

Department of
Consumer Affairs –
Acupuncture Board
Office Standards
(916) 263-2680

Department of Consumer
Affairs – Board of
Pharmacy
Pharmacy Standards
(916) 445-5014

Department of
Consumer Affairs –
Bureau of Barbering
And Cosmetology
Barber and Beauty
Shop and
College Standards
(916) 327-6250

Department of
Consumer Affairs –
Structural Pest
Control Board
Structural Standards
(916) 263-2540

Department of Consumer
Affairs – Veterinary
Medical Board
Veterinary Hospital
Standards (916)
263-2610

Department of Food and
Agriculture
Meat & Poultry Packing
Plant Stds (916)
654-0504
Dairy Standards(916)
653-6681

Department of Health
Services
Organized Camps
(916) 324-2208
Public Swimming Pools
(916) 324-2208
Asbestos (415)
540-2134

Department of Housing
and Community
Development
Residential (916)
445-9471
A Guide to California
Multi-Family
Disabled Access
Regulations
available through
CALBO (916) 457-1103
Manufactured Homes,
Commercial
Coaches and
Permanent
Structures in Mobile
Home Parks (916)
445-3338
Mobile Homes, Permits
and
Inspections
Northern Region
(916) 255-2501
Southern Region
(909) 782-4420
Employee Housing
(916) 445-9471

Department of Water
Resources
Gray Water Installations
Standards (916)
651-9667

Division of the State
Architect – Access
Compliance
Access Compliance
(916) 322-4700
CA Accessibility
Reference Manual
(916) 322-4700

Division of the State
Architect – Structural
Safety
Public Schools (916)
445-8100
State-Owned Buildings
(916) 445-8100
Asbestos (916)
445-8100
State Building Inspector
Information (916)
445-8100

Office of Statewide Health
Planning and
Development
Hospitals (916)
654-2012
Skilled Nursing Facilities
(916) 654-2012
Clinics (916) 654-2012
Permits (916) 654-3362

Office of The State Fire
Marshal
Information (916)
445-8200

State Historical Building
Safety Board
Alternative Building
Standards (916)
445-7627

ATTACHMENT G

How to Determine Where and What Changes Have Been Made

The symbols in the outside margins indicate where changes have been made or language has been deleted.



This symbol indicates that a change has been made.



This symbol indicates deletion of language