

AGREEMENT NUMBER

3188106

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of General Services, California Building Standards Commission

CONTRACTOR'S NAME

International Association of Plumbing and Mechanical Officials

2. The term of this Agreement is: **May 1, 2016**
 or upon DGS/OLS approval, whichever is later through **December 31, 2019**

3. The maximum amount of this Agreement is: **\$0.00**
 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 Pages
Exhibit A, Attachment A – Depository Libraries	2 Pages
Exhibit A, Attachment B – Selective Depository Libraries	4 Pages
Exhibit A, Attachment C – Code Adoption Cycle	1 Page
Exhibit B – Payment and Compensation Provisions	3 Pages
Exhibit C* – General Terms and Conditions	GTC - 610

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx*

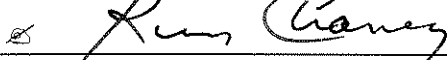
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

International Association of Plumbing and Mechanical Officials

BY (Authorized Signature)



DATE SIGNED (Do not type)

4/14/16

PRINTED NAME AND TITLE OF PERSON SIGNING

G.P. Russ Chaney, Chief Executive Officer

ADDRESS

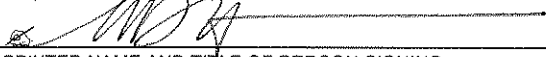
5001 E. Philadelphia St., Ontario, CA 91761

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services, Building Standards Commission

BY (Authorized Signature)



DATE SIGNED (Do not type)

4/18/16

PRINTED NAME AND TITLE OF PERSON SIGNING

Mia Marvelli, Executive Director

ADDRESS

2525 Natomas Park Drive, Suite 130
 Sacramento, CA 95833

California Department of General Services Use Only

Exempt per:

EXHIBIT A

SCOPE OF WORK

The California Mechanical Code (California Code of Regulations, Title 24, Part 4) and the California Plumbing Code (California Code of Regulations, Title 24, Part 5) are based on two model codes, the Uniform Mechanical Code and the Uniform Plumbing Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California. The International Association of Plumbing and Mechanical Officials (IAPMO) owns the copyrights to these model codes; therefore, IAPMO must be the publisher of these California codes, if they consist of model code provisions and California amendments.

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and International Association of Plumbing and Mechanical Officials (IAPMO) will coordinate the publication of the 2016 California Mechanical Code (Title 24, Part 4) and the 2016 California Plumbing Code (Title 24, Part 5).

- A. **WHEREAS**, IAPMO is the sole owner of the copyright to the 2015 Uniform Mechanical Code and the 2015 Uniform Plumbing Code (hereinafter referred to as "UMC/UPC "); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies plumbing and mechanical code standards and amendments, which may be based on the Uniform Mechanical Code and the Uniform Plumbing Code, and publishes them as the California Mechanical Code Title 24, Part 4, and California Plumbing Code Title 24, Part 5, (hereinafter referred to as the "CMC/CPC"), California Code of Regulations (CCR); and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the CMC/CPC (hereinafter referred to as the "2016 CMC/CPC") on or before July 1, 2016, or at a later date as set by CBSC containing portions of the 2015 UMC/UPC that have been approved and codified by CBSC, including those portions of the 2015 UMC/UPC that have been modified by CBSC, as well containing California amendments thereto; and
- D. **WHEREAS**, IAPMO and CBSC desire to publish the 2016 CMC/CPC in a pre-assembled loose-leaf and fully integrated format on or before July 1, 2016; and
- E. **WHEREAS**, IAPMO and CBSC desire to make necessary annual amendments to the 2016 CMC/CPC (hereinafter referred to as the "2016 CMC/CPC Supplements"), errata supplements, and emergency supplements; and

2. TERM

- A. The term of this agreement is May 1, 2016 through December 31, 2019 (44 Months).

3. PROJECT REPRESENTATIVES

A. The Project Representatives during the term of this agreement will be:

CBSC Contract Administrator
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833 (916) 263-0355 kevin.day@dgs.ca.gov

Contractor's Contract Administrator
International Association of Plumbing and Mechanical Officials 5001 East Philadelphia Street Ontario, CA 91767-2816 Attn: G.P. Russ Chaney, Ex. Director (909) 472-4100 Russ.Chaney@iapmo.org

B. Any changes in Contractor's project representatives must be reported to the BSC Contract Administrator immediately, in writing.

4. PERFORMANCE DETAILS

Grant of License for CMC/CPC.

A. **By IAPMO.** Subject to the limitation of section 1 below, IAPMO, hereby grants CBSC a non-exclusive, non-transferable license to use and copy all or any portion of the 2015 UPC/UMC, supplements and revisions to the 2015 UMC/UPC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2016 CMC/CPC, as well as the 2016 CMC/CPC supplements, errata and emergency supplements (hereinafter referred to collectively as the "Code"). The grant of the foregoing sublicense is limited to the right to:

1. Publish, print, reprint and distribute all or any pages of the Licensed Property that have been modified by CBSC, upon the following terms and conditions: In the event that IAPMO breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fail to make available for sale the Code, then CBSC may cause to print and publish all or any pages of the Code that have been modified by CBSC for its use and for sale to the public until publishing thereof is recommenced by IAPMO or until one hundred and eighty (180) days after publication of the next edition of the CMC/CPC, whichever occurs first, without compensating IAPMO. If at any time prior to the discontinuation of publication by IAPMO the Code 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, the CBSC may without being in violation of the non-transferable license provision hereof, cause to print and publish any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until IAPMO recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CMC/CPC, whichever occurs first, without compensating IAPMO.

2. Make such changes to the Licensed Property as CBSC determines are required for the Code.
 3. Affix copyright notices to the Code as directed by CBSC.
 4. Cause IAPMO to post all supplements which may contain material copyrighted by IAPMO on the IAPMO website in "read-only" format.
- B. **By CBSC.** CBSC hereby grants to IAPMO an exclusive, worldwide license to copy, print, publish, distribute and sell the 2016 CMC/CPC and all 2016 CMC/CPC Supplements in accordance with the terms of this Agreement.

5. **SERVICE DETAILS**

- A. **Technical Services.** Immediately after the execution of this Agreement, IAPMO shall commence the following services:
1. IAPMO 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 Code in a loose-leaf format. The Code shall be printed and published in a fully integrated format that incorporates, into a fully merged, contiguous and pre-assembled document, all portions of the 2015 UMC/UPC approved and codified by the CBSC, those portions of the 2015 UMC/UPC that have been modified by the CBSC, and all California amendments
 2. IAPMO shall print and publish all 2016 CMC/CPC Supplements on a regular basis so that all customers have an accurate and up-to-date Code, provided, however, that IAPMO shall not be required to print, publish and distribute special supplements for minor or inconsequential errors or changes. Special supplements for minor or inconsequential errors and/or changes shall be posted on IAPMO's website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.
 3. IAPMO shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2014 Code, and three (3) copies of all 2014 supplements, supplements in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.

6. **WORK DETAILS**

- A. IAPMO 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 July 1, 2016, or at a later date as set by the CBSC, copies of the 2016 CMC/CPC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions of the Licensed

Property that have been modified by CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre-assembled form and not provided as separate sheets. To meet the July 1, 2016 publication date, CBSC must deliver to IAPMO the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to IAPMO the proofed and approved final text on or before May 15, 2016, IAPMO shall be provided with a period of 35 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2016 CMC/CPC.

- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2016 CMC/CPC. In the event IAPMO insists on including such non-adopted language, it shall be highlighted and clearly noted as not adopted by the State on each page on which it appears.
- C. All Errata and/or Supplements to the Licensed Property as originally adopted by CBSC as the 2016 CMC/CPC which are thereafter generated by IAPMO shall not be printed in the 2016 CMC/CPC unless expressly approved by CBSC.
- D. CBSC shall submit to IAPMO its modifications to the Licensed Property. Within a reasonable time after the receipt thereof from CBSC, IAPMO shall furnish to CBSC a copy of the initial draft of the 2016 CMC/CPC for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CMC/CPC from IAPMO, CBSC shall submit its revisions to the initial draft to IAPMO. Within a reasonable time after receipt of the CBSC's revisions to the initial draft, IAPMO shall make any further modifications and submit to CBSC a second draft.
- F. WITHIN a reasonable time after receipt of the second draft of the 2016 CMC/CPC from IAPMO, CBSC shall submit its revisions to the second draft to IAPMO. Within a reasonable time after receipt of CBSC's revisions to the second draft, IAPMO shall make any further modifications and submit to CBSC a final draft.
- G. IAPMO shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 CMC/CPC. If CBSC promptly delivers to IAPMO the submissions from CBSC as set forth in paragraphs above, IAPMO shall ensure that the 2016 CMC/CPC is available for sale within thirty-five (35) days of receipt from the CBSC of fully proofed and approved final text in either electronic format or camera ready copy.
- H. Time is of the essence:
 - 1. Because the 2016 Code may have significant effects on the safety of the State's built environment and its citizens, time is of the essence in performing the herein duties.
 - 2. The July 1, 2016, date to publish the 2016 Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
 - 3. CBSC and IAPMO shall commit staff and resources to expedite their diligent work and cooperate toward the within Publication schedules and goals.
 - 4. Due to the variations of their size and complexity, it is impossible to herein establish schedules for Publication of any Supplements or Errata. Therefore, when CBSC submits any Supplements or Errata to IAPMO, a Publication Schedule of milestone dates, including a Publication and Effective date, shall be mutually determined. That Publication Schedule, due to possible coordination with other contractors, is of critical importance. IAPMO shall notify CBSC within 15 calendar days following creation 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 Publication Schedule, CBSC shall expect IAPMO to abide by the proposed Schedule.

5. Neither IAPMO nor CBSC shall be held liable or responsible for any times or dates set out in this publication 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 the IAPMO or the CBSC is not otherwise responsible.
- I. Formatting, layout and other requirements not contained herein for publication of the 2016 Code 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:
 1. Code
 - a. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 8 or higher brightness, 8-1/2" by 11" white paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2013 CMC/CPC .
 - b. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
 - c. Each binder volume that has a ring metal greater than 2" shall be equipped with front and back heavy-duty page lifters and, when containing more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.
 - d. Volume binders shall conform to the design and colors selected by CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - e. IAPMO will integrate existing Licensed Property language with California amendments to be reviewed and approved by CBSC. First review and schedule will be agreed upon by the parties.
 - f. IAPMO and CBSC will work out a schedule for completion of the code to ensure publication and its availability on or before July 1, 2016. Attachment C, California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.
 2. Index will remain as it appears in the Licensed Property with California amendments as necessary.
 3. Italics shall not be used to identify defined terms.
 4. The front of each volume shall contain the following documents. This information will be provided to IAPMO by CBSC no later than April 1, 2016:
 - a. Cover Art
 - b. Copyright Notice
 - c. Preface
 - d. Acknowledgement
 - e. California Agency Information Contact List
 - f. How to Distinguish Between Model Code Language and California Amendments
 5. California language will be in italics or other form as specified by codification.
 6. All chapters will begin on a right hand page.

7. Running heads will read "2016 California Mechanical Code" and "2016 California Plumbing Code" respectively.
8. State-agency acronyms will be used throughout the 2016 Code.
9. IAPMO will submit binder specifications for approval by CBSC.
10. The Matrix Adoption Table will be in the front of each correlating chapter of the 2016 Code and available as a supplement so it can be inserted in the front of each 2016 Code.
11. IAPMO shall supply an informational card for each purchaser with instructions to register for complimentary automatic receipt of all supplements and errata sheets. IAPMO will verify delivery of supplements and errata sheets.
12. A card may be placed in the 2016 Code advertising other IAPMO publications.

J. Supplements and Errata

1. Supplements to the 2016 code shall be printed on 20 lb. light blue paper, seven-hole drilled and be individually shrink-wrapped.
2. Supplements shall be printed to insert by page substitution and contain a publication, effective date, and 'Blue' on the bottom of each page.
3. Regular supplements shall be published as needed.
4. Emergency supplements shall be published on an "as needed basis."
5. Errata Sheets shall be printed on 20 lb. buff paper, seven-hole drilled and be individually shrink-wrapped.
6. Errata Sheets shall be printed to insert by page substitution and contain a publication, effective date and 'Buff' on the bottom of each page.
7. The number of the supplements shall be the number of the page where the section and paragraph resides followed by .1, .2, .3 etc.

K. Distribution

1. IAPMO shall establish a distribution method in consultation with the CBSC.
2. IAPMO shall distribute a minimum of 200 complimentary copies of the 2016 Code as directed by CBSC.
3. IAPMO may wholesale the 2016 Code to other resellers in California.
4. IAPMO reserves the right to include advertising material of related support products/services in distribution of the 2016 Code, provided said material is not a part of the official text of the California State Building Standards Code. Any advertising would be clearly denoted and included as a separate insert.