

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
Date: 10/7/2015 4:47:34 PM
Subject: RE: Agreement 3179343, Amendment 1

We have the correct paperwork in place for Mike to sign.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Biedermann, Cynthia@DGS
Sent: Monday, October 05, 2015 11:50 AM
To: Benny, Katrina@DGS
Subject: FW: Agreement 3179343, Amendment 1

FYI- email below

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330


CALIFORNIA BUILDING



From: Fins, Marsha@DGS
 Sent: Monday, October 05, 2015 11:41 AM
 To: de la Motte, Leann@DGS
 Cc: Biedermann, Cynthia@DGS
 Subject: Agreement 3179343, Amendment 1

Hello Leann,

I am an analyst in OBAS and I was assigned Agreement 3179343 for processing an amendment to add \$2,000 to the total agreement. Will Jim McGowan still be the authorized signer for this agreement as noted below?

AGENCY NAME Department of General Services, Building Standards Commission	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1-21-15
PRINTED NAME AND TITLE OF PERSON SIGNING Jim McGowan, Executive Director	
ADDRESS 2525 Natomas Park Drive, Suite 130 Sacramento, CA 95833	

Thanks,

Marsha Fins

Acquisition Analyst
 Service Contract Section
 Office of Business and Acquisition Services » Administration Division
 Department of General Services » State of California – IMS Z-01 MS 508
 707 Third Street, 2nd Floor, Suite 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>
 (916) 375-4426
Marsha.fins@dgs.ca.gov
 "Business Solutions with Integrity"

**CONTRACT ADVERTISING EXEMPTION REQUEST
(IN CALIFORNIA STATE CONTRACTS REGISTER)**

STD. 821 (REV. 10/2006)

Government Code Section 14825 (et seq.) requires that all agreements entered into by state agencies for services shall be published in the California State Contracts Register (CSCR), unless exempted. Agreements which have been exempted by Department of General Services shall be listed in the CSCR.

NCB# 6371

TYPE OF REQUEST (Check one)		SERVICE TYPE	
<input checked="" type="checkbox"/> NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION (attach NCB)	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	<input checked="" type="checkbox"/> NON-IT/TELECOM RELATED SERVICE	<input type="checkbox"/> IT/TELECOM RELATED SERVICES

DEPARTMENTAL CONTACT INFORMATION	AGENCY BILLING CODE 30140
PLEASE TYPE NAME: Katrina Benny DEPARTMENT: California Building Standards Commission DIVISION: ADDRESS: 2525 Natomas Park Dr. Ste 130 CITY, STATE, ZIP: Sacramento, CA 95833 IMS CODE: C-11	CONTRACT DESCRIPTION Publication contract for the publication of the 2016 triennial edition of the California Code of Regulations, Title 24, Parts 2, 2.5, 9 and 10. TELEPHONE NUMBER (Not CALNET-Include Area Code) 916-263-1350

CONTRACT NUMBER	AMENDMENT NUMBER (If Applicable)	CONTRACT AMOUNT \$ 0.00	AMENDMENT AMOUNT (If Applicable)	CONTRACT PERIOD 07/01/2015 - 12/31/2019
-----------------	----------------------------------	----------------------------	----------------------------------	--

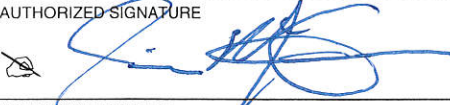

PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED	CONTRACTOR'S NAME International Code Council (ICC)	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	CONTRACTOR'S ADDRESS (Number, Street) 5203 Leesburg Pike, Suite 600 (City, State, ZIP Code) Falls Church, VA, 22041-3405	

An exemption from advertising in the California State Contracts Register is not an exemption from Disabled Veteran Business Enterprise (DVBE) participation goal attainment.

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)

The California Building Code (California Code of Regulations, Title 24, Part 2), California Residential Code (California Code of Regulations, Title 24, Part 2.5), California Fire Code (California Code of Regulations, Title 24, Part 9), and California Existing Building Code (California Code of Regulations, Title 24, Part 10), are based on four model codes, the International Building Code, International Residential Code, International Fire Code and the International Existing Building Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

The International Code Council (ICC) owns the copyrights to these model codes; therefore, ICC must be the publisher of these California codes, if they are each going to contain model code provisions and California amendments to the model codes. If ICC is not the publisher, California's amendments to the model codes cannot be published with the model codes provisions adopted by California. The building industry found the latter to be unworkable.

AUTHORIZED SIGNATURE 	PROCUREMENT DIVISION USE ONLY	
TELEPHONE NUMBER <input type="checkbox"/> CALNET 263-0916	DATE SIGNED 5/28/15	ACTION TAKEN ON REQUEST <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)
		AUTHORIZED SIGNATURE 
		DATE SIGNED 7/22/15

SEND TO: NAME: DEPARTMENT: DEPARTMENT OF GENERAL SERVICES DIVISION: PROCUREMENT DIVISION ADDRESS: 707 THIRD ST., Second Floor CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605	IMS CODE Z-1 JUN 26 2015 RECEIVED	COMMENTS
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CONTRACT ADVERTISING EXEMPTION REQUEST
(IN CALIFORNIA STATE CONTRACTS REGISTER)

STD. 821 (REV. 10/2006) REVERSE

INSTRUCTIONS

An exemption from advertising in the California State Contracts Register is not an exemption from Disabled Veteran Business Enterprise (DVBE) participation goal attainment.

1. Submit the original and one copy of the completed form and all supporting documents to the Department of General Services, Procurement Division for review and action. (Attach completed, NCB Contract Justification form as applicable.)
2. All applicable elements of the Justification form must be completed or the request may be denied.
3. Do not provide the name and address of the proposed contractor unless the request is to enter into a contract on a non-competitively bid basis.
4. All requests must include comprehensive justification.
5. Non-competitively bid contract justifications must include a narrative of the efforts made to secure similar services from other sources. Refer to the State Contracting Manual Section 5.70.

GENERAL INFORMATION

It is required by statute that State agencies advertise and bid all contracts for services over \$5,000. It is the agency's responsibility to develop and adopt contracting procedures which maximize competition and effect timely and proper contract award and execution.

The STD. 821, Contract Advertising Exemption Request, allows the Department of General Services to exempt agencies from these requirements when such action is justified.

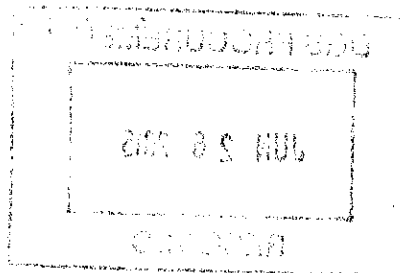
Exemption is granted by either an approved request to be exempt from advertising in the California State Contracts Register or by an approved request to enter into a contract on a non-competitively bid basis.

Definitions of Requests:

REQUEST TO BE EXEMPT FROM ADVERTISING - A bid is going to be conducted. Request is made to be exempt from the requirement of advertising in the California State Contracts Register, which is required by Government Code Section 14827 et seq. The request is made because: (1) the exemption is necessary to preserve life or state property, or (2) there is an interest to the State that is so compelling that the agency believes an exemption is warranted.

REQUEST FOR NCB CONTRACT - Request is made to be exempt from competitive bidding because: (1) there is only one supplier that can perform the service, or (2) there is an interest to the State that is so compelling that the agency believes it warrants forgoing the competitive process per Public Contract Code Sections 10348 and 10380.

Refer to the State Contracting Manual for additional information.



#041

For PD Use only

NCB #: 6371

NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

For use on all information technology (IT) and non-IT goods and services acquisitions.
 Attach to Std. 65, Std. 66 or Std. 821, as applicable.

This justification document consists of two (2) pages. All information must be provided and all questions must be answered. The "Required Approvals" section must include a date for each signature, as appropriate for the transaction.

Requesting Department Information	
Agency: Governmental Operations	Department: DGS - California Building Standards Commission (CBSC) <small>(*Includes Boards, Commissions, and Associations)</small>
Institution (if applicable):	

Department Contact Information		
Contact/Buyers Name: Molly Lovett	Street Address: 2525 Natomas Park Drive, Suite 130 Sacramento CA 95833	
Telephone: (916) 375-1844		
FAX: (916)	Mailing Address: Same as above	
E-Mail:		
Technical Contact Name: Katrina Benny	Telephone: (916) 263-1350	E-mail: katrina.benny@dgs.ca.gov

Required Contract Information				
Contractor Name: International Code Council (ICC)				
Contractor Address: 5203 Leeburg Pike, Suite 600, Falls Church, Virginia 22041-3405				
Original Contract Amount Excluding:** \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	Total Original Contract Amount:* \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	Amendment Amount:* (if applicable) \$ N/A <small>(*Current amendment only)</small>	Amended Contract Amount:* \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	Has work commenced? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have goods been acquired? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>

Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:
 ICC will provide services for the publication of the 2016 triennial edition of California Code of Regulations, Title 24, Parts 2 (CA Building Code), 2.5 (CA Residential Code), 9 (CA Fire Code), 10 (CA Existing Building), and all supplements and errata to these Parts.

Contract Type and Term			
Contract Type: Select One: <input type="checkbox"/> Non-IT Goods <input checked="" type="checkbox"/> Non-IT Service <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services	Contract Term: Begin: 07/01/2015 End: 12/31/2019 Explain late contract submittal (services only):	Type of Award: CMAS: <input type="checkbox"/> Master: <input type="checkbox"/> Competitive: <input type="checkbox"/> Form 42: <input type="checkbox"/>	Will this transaction be financed? No <u> X </u> Yes _____ If yes, attach the Statement of Compliance to the State Financial Marketplace to this form

Required Approvals		
Department <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature of Director or Designee/Date Esteban Almanza, Acting Director Type Name of Director or See next page instructions	Agency <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature of Agency Secretary or Designee/Date Jennifer Osborn Type Name of Agency Secretary or See next page instructions	Dept. of General Services <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature of Director or Designee/Date Ricardo G. Martinez Type Name of Director or Designee

**Excluding sales and use tax, finance charges, postage and handling. Shipping charges are also excluded from the dollar threshold limits unless the shipping charge is included in the evaluation such as Free On Board (FOB) Origin, Freight Collect or FOB Destination

Remit completed form to: Procurement Division
 Intake and Analysis Unit
 707 Third Street, 2nd Floor, MS201
 West Sacramento, CA 95605

7-20-15
 CME
 3:44

6/30/15
 CA

Signature Instructions for Agencies with an Agency Secretary

This form requires approval by Agency Secretary or Agency Undersecretary and the department director or designee. The Agency Secretary may designate one person, in addition to Agency Undersecretary, to sign on his/her behalf, of cabinet officer level (e.g., Assistant Undersecretary, Deputy Secretary, etc., the actual title is dependent upon the Agency's organizational structure). The department director may delegate review and approval authority to his/her deputy directors and/or the Procurement and Contracting Officer. The director's designee shall send ratification notification to their director upon the designee's approval of the NCB transaction. The typed name and signature must match for both signatures.

Signature Instructions for Agencies that do not have an Agency Secretary

This form requires approval by the highest ranking executive officer or designee. The highest ranking officer may designate one person to sign on his/her behalf subject to DGS approval. The highest ranking officer may delegate review and approval authority to his/her deputy directors and/or the Procurement and Contracting Officer. The designee shall send ratification notification to their highest ranking executive officer upon their approval of the NCB. The typed name and signature must match.

Complete responses must be provided for all of the following items.

A. THE GOOD/SERVICE REQUESTED IS RESTRICTED TO ONE SUPPLIER FOR THE REASONS STATED BELOW:

1. Why is the acquisition restricted to this good/service/supplier?

(Explain why the acquisition cannot be competitively bid. Explain if this is an emergency purchase or how the supplier is the only source for the acquisition and reference the PCC that applies, i.e., 12102, 10301/10302, or 10340.

The California Building Code (CBC), California Residential Code (CRC), California Fire Code (CFC), and California Existing Building Code (CEBC) will be based on four model building codes, the International Building Code (IBC), the International Residential Code (IRC), the International Fire Code (IFC), and the International Existing Building Code (IEBC), respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

ICC owns the copyrights to these model codes; therefore, ICC must be the publisher of the CBC, CRC, CFC, and CEBC if they are each to going to contain model code provisions and California's amendments to the model codes. If ICC is not the publisher, California's amendments to the IBC, IFC, and IEBC could not be published with the IBC, IFC, and IEBC provisions adopted by California.

2. Provide the background of events leading to this acquisition.

Throughout most of the 1980s, California published only the amendments it made to the model building codes, using the Office of State Publishing as the publisher. The building industry did not like having to refer back-and-forth between model code books and books containing California's amendments to the model codes. Therefore, in 1989, publication agreements were entered into, pursuant to Health and Safety Code Section 18928.1, so that California's amendments could be published with the model codes they amended.

3. Describe the uniqueness of the acquisition (why was the good/service/supplier chosen?)

ICC owns the copyrights to the model building codes upon which the CBC, CRC, CFC, and CEBC are based. Therefore, ICC must be the publisher of these California building codes if they are each going to contain model code provisions and California's amendments to the model codes.

4. What are the consequences of not purchasing the good/service or contracting with the proposed supplier?

If the commission does not contract with ICC to publish the CBC, CRC, CFC, and CEBC, it will not be able to have the model codes adopted by California published with California's amendments to those model codes. The publishing situation will return to that which existed in the 1980s when California's amendments to the model codes were not published with the model codes they amended. This was something the building industry found problematic.

5. What market research was conducted to substantiate no competition, including evaluation of other items considered?

ICC owns the copyrights to the model building codes upon which the CBC, CRC, CFC, and CEBC are based. Therefore, ICC must be the publisher of the CBC, CFC, and CEBC if they are each to going to contain model code provisions and California's amendments to the model codes. If the commission does not contract with ICC, it will not be able to have the model codes adopted by California published with California's amendments to these model codes. The building industry found the latter to be unworkable.

From: [Day, Kevin@DGS](mailto:Day_Kevin@DGS)
To: "[Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)" Bruce.Betts@dgs.ca.gov
Date: 10/23/2015 3:25:26 PM
Subject: RE: Building Standards Commission Publication Agreement
Attachments: [NCB ICC Parts 2, 2.5, 9, 10 Approval.pdf](#)

Hi Bruce,

Thanks for touching base on this. The NCBs have been approved for this contract's Statement of Work document, as well as the other three we will be sending your way. We were hoping to get OBAS' feedback on the first SoW (with the ICC for Parts 2, 2.5, 9, and 10 of Title 24) before processing the SoW for the remaining three contracts (then formally submitting all 4 together).

Attached to this email is the approved NCB request form. I look forward to working with you on this project as well. In the meantime, please contact me with any questions and have a great weekend

Kevin Day

Staff Services Manager I (Specialist)
California Building Standards Commission
Phone 916.263.0355
Fax 916.263.0959



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From: Betts, Bruce@DGS
Sent: Friday, October 23, 2015 2:54 PM
To: Day, Kevin@DGS
Cc: de la Motte, Leann@DGS
Subject: Building Standards Commission Publication Agreement

Hi Kevin,

I wanted to let you know that I was assigned this contract request and I'll be your primary contact on this going forward. I will be reviewing the draft SOW over the next couple of days and will contact you once I have completed the review. Can you tell me if the NCB request has been approved and if it has, would it be possible to send me a copy including all of the pages. Thank you and I look forward to working with you on this.

Bruce Betts

Acquisition Analyst
Service Contract Section (Team 3)
Office of Business and Acquisition Services Administration Division
Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: Day, Kevin@DGS
To: ["Betts, Bruce@DGS"](mailto:Betts, Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 10/29/2015 1:49:54 PM
Subject: RE: Building Standards Commission Publication Agreement

Understood, thanks so much Bruce. Have a happy Halloween

Kevin Day
916.263.0355

From: Betts, Bruce@DGS
Sent: Thursday, October 29, 2015 1:48 PM
To: Day, Kevin@DGS
Subject: RE: Building Standards Commission Publication Agreement

Hi Kevin,

Just an update to let you know that I am close to completing the SOW review for the publishing agreement. I have some recommended format changes and some recommendations about removing some of the terms that are either covered by or conflict with the GTC 610. I should have the recommendations over to you tomorrow or Monday at the latest for your review. Have a great afternoon

Bruce Betts

Acquisition Analyst
Service Contract Section (*Team 3*)
Office of Business and Acquisition Services Administration Division
Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: Day, Kevin@DGS
Sent: Friday, October 23, 2015 3:25 PM
To: Betts, Bruce@DGS
Cc: de la Motte, Leann@DGS; Benny, Katrina@DGS; Biedermann, Cynthia@DGS
Subject: RE: Building Standards Commission Publication Agreement

Hi Bruce,

Thanks for touching base on this. The NCBs have been approved for this contract's Statement of Work document, as well as the other three we will be sending your way. We were hoping to get OBAS' feedback on the first SoW (with the ICC for Parts 2, 2.5, 9, and 10 of Title 24) before processing the SoW for the remaining three contracts (then formally submitting all 4 together).

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Staff Services Manager I (Specialist)
California Building Standards Commission

Phone 916.263.0355

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Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

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Email Bruce.Betts@dgs.ca.gov

From: Day, Kevin@DGS
To: ["Betts, Bruce@DGS"](mailto:Betts, Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 11/2/2015 2:17:29 PM
Subject: RE: Building Standards Commission Publication Agreement

Understood, thanks for the update Bruce. Have a great day today

Kevin Day
916.263.0355

From: Betts, Bruce@DGS
Sent: Monday, November 02, 2015 2:17 PM
To: Day, Kevin@DGS
Subject: RE: Building Standards Commission Publication Agreement

Hi Kevin,

I will need a couple more days with the draft SOW. I should be able to get a revised copy back for your review this week but I have a couple of questions that I need to get with Laura about. Thanks

Bruce Betts

Acquisition Analyst
Service Contract Section (*Team 3*)
Office of Business and Acquisition Services Administration Division
Department of General Services State of California
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Kevin Day

Staff Services Manager I (Specialist)
California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959



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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

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(IN CALIFORNIA STATE CONTRACTS REGISTER)**

STD. 821 (REV. 10/2006)

Government Code Section 14825 (et seq.) requires that all agreements entered into by state agencies for services shall be published in the California State Contracts Register (CSCR), unless exempted. Agreements which have been exempted by Department of General Services shall be listed in the CSCR.

NCB# 6310

TYPE OF REQUEST (Check one)		SERVICE TYPE	
<input checked="" type="checkbox"/> NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION (attach NCB)	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	<input checked="" type="checkbox"/> NON-IT/TELECOM RELATED SERVICE	<input type="checkbox"/> IT/TELECOM RELATED SERVICES

DEPARTMENTAL CONTACT INFORMATION	AGENCY BILLING CODE 30140
PLEASE TYPE NAME: Katrina Benny DEPARTMENT: California Building Standards Commission DIVISION: ADDRESS: 2525 Natomas Park Dr. Ste 130 CITY, STATE, ZIP: Sacramento, CA 95833 IMS CODE: C-11	CONTRACT DESCRIPTION Publication contract for the publication of the 2016 triennial edition of the California Code of Regulations, Title 24, Part 3. TELEPHONE NUMBER (Not CALNET-Include Area Code) 916-263-1350

CONTRACT NUMBER	AMENDMENT NUMBER (If Applicable)	CONTRACT AMOUNT \$ 0.00	AMENDMENT AMOUNT (If Applicable)	CONTRACT PERIOD 07/01/2015 - 12/31/2019
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PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED	CONTRACTOR'S NAME National Fire Protection Association	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	CONTRACTOR'S ADDRESS (Number, Street) 1 Batterymarch Park	
	(City, State, ZIP Code) Quincy, MA 02169-7471	

An exemption from advertising in the California State Contracts Register is not an exemption from Disabled Veteran Business Enterprise (DVBE) participation goal attainment.

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)

The California Electrical Code (California Code of Regulations, Title 24, Part 3), is based on a model code, the National Electrical Code, (NEC). The California Electrical Code includes both provisions of the NEC and amendments to the NEC.

The National Fire Protection Association (NFPA) owns the copyrights to the NEC; therefore, NFPA must be the publisher of the California Electrical Code, if it is going to contain both NEC provisions and California's amendments to the NEC. If NFPA is not the publisher, California's amendments to the NEC cannot be published with the provisions adopted by California. The building industry found the latter to be unworkable.

AUTHORIZED SIGNATURE 	PROCUREMENT DIVISION USE ONLY		
TELEPHONE NUMBER <input type="checkbox"/> CALNET 263-0914	DATE SIGNED 5/28/15	ACTION TAKEN ON REQUEST <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)	AUTHORIZED SIGNATURE
			DATE SIGNED 7/22/15

SEND TO: NAME: DEPARTMENT: DEPARTMENT OF GENERAL SERVICES DIVISION: PROCUREMENT DIVISION ADDRESS: 707 THIRD ST., Second Floor CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605	IMS CODE Z-1 <div style="border: 2px solid blue; padding: 5px; display: inline-block;"> JUN 26 2015 RECEIVED </div>
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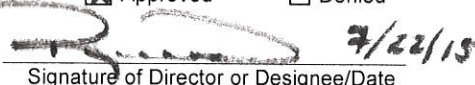
040

For PD Use only
 NCB #: 6370

NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

For use on all information technology (IT) and non-IT goods and services acquisitions.
 Attach to Std. 65, Std. 66 or Std. 821, as applicable.

This justification document consists of two (2) pages. All information must be provided and all questions must be answered. The "Required Approvals" section must include a date for each signature, as appropriate for the transaction.

Requesting Department Information					
Agency: Governmental Operations		Department: DGS - California Building Standards Commission (CBSC) <small>(*Includes Boards, Commissions, and Associations)</small>			
Institution (if applicable):					
Department Contact Information					
Contact/Buyers Name: Molly Lovett		Street Address: 2525 Natomas Park Drive, Suite 130 Sacramento CA 95833			
Telephone: (916) 375-1844		Mailing Address: Same as above			
FAX: (916)					
E-Mail:					
Technical Contact Name: Katrina Benny		Telephone: (916) 263-1350	E-mail: Katrina.benny@dgs.ca.gov		
Required Contract Information					
Contractor Name: National Fire Protection Association (NFPA)					
Contractor Address: 1 Batterymarch Park, Quincy MA 02169-7471					
Original Contract Amount Excluding:** \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	Total Original Contract Amount:** \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	Amendment Amount:** (if applicable) \$ N/A <small>(*Current amendment only)</small>	Amended Contract Amount:** \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	Has work commenced? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have goods been acquired? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>	
Provide a brief description of the acquisition, including all goods and/or services the contractor will provide: NFPA will provide services for the publication of the 2016 triennial edition of California Code of Regulations, Title 24, Part 3 (California Electrical Code), and all supplements and errata to this Part.					
Contract Type and Term					
Contract Type: Select One: <input type="checkbox"/> Non-IT Goods <input checked="" type="checkbox"/> Non-IT Service <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services		Contract Term: Begin: 07/01/2015 End: 12/31/2019 Explain late contract submittal (services only):	Type of Award: CMAS: <input type="checkbox"/> Master: <input type="checkbox"/> Competitive: <input type="checkbox"/> Form 42: <input type="checkbox"/>	Will this transaction be financed? No <u>X</u> Yes _____ If yes, attach the Statement of Compliance to the State Financial Marketplace to this form	
Required Approvals					
Department <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature of Director or Designee/Date Esteban Almanza, Acting Director Type Name of Director or See next page instructions		Agency <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  6/25 Signature of Agency Secretary or Designee/Date Jennifer Osborn Type Name of Agency Secretary or See next page instructions		Dept. of General Services <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  7/22/15 Signature of Director or Designee/Date Ricardo G. Martinez Type Name of Director or Designee	

**Excluding sales and use tax, finance charges, postage and handling.
 Shipping charges are also excluded from the dollar threshold limits unless the shipping charge is included in the evaluation such as Free On Board (FOB) Origin, Freight Collect or FOB Destination

Remit completed form to: Procurement Division
 Intake and Analysis Unit
 707 Third Street, 2nd Floor, MS201
 West Sacramento, CA 95605

7.20.15
 3:44
 YME

6/30/15
 CA

Signature Instructions for Agencies with an Agency Secretary

This form requires approval by Agency Secretary or Agency Undersecretary and the department director or designee. The Agency Secretary may designate one person, in addition to Agency Undersecretary, to sign on his/her behalf, of cabinet officer level (e.g., Assistant Undersecretary, Deputy Secretary, etc., the actual title is dependent upon the Agency's organizational structure). The department director may delegate review and approval authority to his/her deputy directors and/or the Procurement and Contracting Officer. The director's designee shall send ratification notification to their director upon the designee's approval of the NCB transaction. The typed name and signature must match for both signatures.

Signature Instructions for Agencies that do not have an Agency Secretary

This form requires approval by the highest ranking executive officer or designee. The highest ranking officer may designate one person to sign on his/her behalf subject to DGS approval. The highest ranking officer may delegate review and approval authority to his/her deputy directors and/or the Procurement and Contracting Officer. The designee shall send ratification notification to their highest ranking executive officer upon their approval of the NCB. The typed name and signature must match.

Complete responses must be provided for all of the following items.

A. THE GOOD/SERVICE REQUESTED IS RESTRICTED TO ONE SUPPLIER FOR THE REASONS STATED BELOW:

1. Why is the acquisition restricted to this good/service/supplier?

(Explain why the acquisition cannot be competitively bid. Explain if this is an emergency purchase or how the supplier is the only source for the acquisition and reference the PCC that applies, i.e., 12102, 10301/10302, or 10340.

The California Electrical Code is based on a model building code, the National Electrical Code (NEC). The California Electrical Code includes both provisions of the NEC and amendments to the NEC adopted by California.

NFPA owns the copyright to the NEC; therefore, NFPA must be the publisher of the California Electrical Code if it is going to contain both NEC provisions and California's amendments to the NEC. If NFPA is not the publisher, California's amendments to the NEC could not be published with the provisions of the NEC adopted by California.

2. Provide the background of events leading to this acquisition.

Throughout most of the 1980s, California published only the amendments it made to model building codes, using the Office of State publishing as the publisher. The building industry did not like having to refer back-and-forth between model code books and books containing California's amendments to model codes. Therefore, in 1989, publication agreements were entered into, pursuant to Health and Safety Code Section 18928.1, so that California's amendments could be published with the model codes they amended.

3. Describe the uniqueness of the acquisition (why was the good/service/supplier chosen?)

NFPA owns the copyright to the model building code upon which the California Electrical Code is based. Therefore, NEC must be the publisher of the California Electrical Code if it is going to contain both NEC provisions and California's amendments to the NEC.

4. What are the consequences of not purchasing the good/service or contracting with the proposed supplier?

If the commission does not contract with NFPA to publish the California Electrical Code, it will not be able to have the NEC provisions adopted by California published with California's amendments to the NEC. The publishing situation will return to that which existed in the 1980s where California's amendments to model codes were not published with the model codes they amended. This was something the building industry found problematic.

5. What market research was conducted to substantiate no competition, including evaluation of other items considered?

NFPA owns the copyright to the NEC, which is the model building code upon which the California Electrical Code is based. Therefore, NFPA must be the publisher of the California Electrical Code if it is going to contain both NEC provisions and California's amendments to the NEC. If the commission does not contract with NFPA, it will not be able to have the NEC provisions adopted by California published with California's amendments to the NEC. The building industry found the latter to be unworkable.

From: Benny_Katrina@DGS
To: ["Frost, Laura@DGS"](mailto:Frost_Laura@DGS) Laura.Frost@dgs.ca.gov
["Betts, Bruce@DGS"](mailto:Betts_Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 12/14/2015 11:03:57 AM
Subject: FW: NCB Approval for National Fire Protection Association
Attachments: [dgsmpf@dgsaccounts.dgs.ca.gov_20150723_093954.pdf](#)

FYI -

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Raspberry, Renata@DGS
Sent: Thursday, July 23, 2015 10:04 AM
To: Benny, Katrina@DGS; Day, Kevin@DGS
Cc: PDNCB@DGS; Angeles, Cheryl@DGS
Subject: NCB Approval for National Fire Protection Association

The National Fire Protection Association NCB approval is attached.

*Renata Raspberry, Supervisor
Dispute Resolution Unit
Procurement Division
State of California >>Department of General Services
707 3rd Street, 2nd Floor
West Sacramento, Ca 95605*

*Phone 916.375.4623
Email renata.raspberry@dgs.ca.gov*

Please participate in a brief survey about your experiences with the DGS/PD, Dispute Resolution/Eprocurement. Your input will help us determine where to focus our efforts in improving customer satisfaction. The survey takes less than 5 minutes to complete. You can access the survey here:

<https://www.surveymonkey.com/s/DRUCustomerServiceSurvey2014>

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Day, Kevin@DGS"](mailto:Day, Kevin@DGS) Kevin.Day@dgs.ca.gov
Date: 1/22/2016 3:34:40 PM
Subject: RE: ICC 2016 Code SOW

Thank you for getting this back to us Kevin. I will get to work on the agreement right away. The process from here is to gather the required supporting contractor documents (CCC-307, Bidder Deceleration, any applicable insurance documents and proprietary letters and other documents required by the SCM). Once all of those are together, I will obtain signatures on the 213 from the contractor and your office. The agreement then goes to OLS for final approval and we can distribute the final, approved version to the contractor. I will keep you informed of the status throughout the process. Please let me know if any questions or concerns come up. Thanks again

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Day, Kevin@DGS
Sent: Thursday, January 21, 2016 10:41 AM
To: Betts, Bruce@DGS
Cc: Frost, Laura@DGS; Benny, Katrina@DGS; de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
Subject: RE: ICC 2016 Code SOW

Good morning Bruce,

I hope all is well. Attached to this email are the two contracts between the International Code Council (ICC) and the Building Standards Commission (first contract covers Parts 2, 2.5, 9, 10; second contract covers Parts 1, 6, 8, 11, 12). I apologize for the delay. I just wanted to confirm that you will be sending the final versions of these contracts directly to Mark Johnson (ICC), then follow up with us shortly thereafter.

Thanks,

Kevin Day

Staff Services Manager I (Specialist)

California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959



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From: Benny, Katrina@DGS
Sent: Thursday, December 31, 2015 12:24 PM
To: Betts, Bruce@DGS; Day, Kevin@DGS
Cc: de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
Subject: RE: ICC 2016 Code SOW

Hello Bruce,

First off our apologies, with the holidays, our triennial code cycle and some unfortunate family matters, we have been stretched quite thin. Our goal is to have the first 2 ICC SOW back to you today, or at least COB Monday January 4th.

Thank you for your consideration.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Day, Kevin@DGS
Sent: Thursday, December 31, 2015 7:57 AM
To: Benny, Katrina@DGS
Cc: de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
Subject: FW: ICC 2016 Code SOW

Hi Katrina,

Bruce Betts just emailed to check the status of the ICC contracts (see below). Would you or Leann be able to respond to him in my absence

Kevin Day

Staff Services Manager I (Specialist)
California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959

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From: Betts, Bruce@DGS
Sent: Thursday, December 31, 2015 7:52 AM
To: Day, Kevin@DGS
Subject: RE: ICC 2016 Code SOW

Good morning Kevin,

Just a note to check in and ask how the review of the SOW is coming along. Happy New Year

Bruce Betts

Acquisition Analyst
Service Contract Section (Team 3)
Office of Business and Acquisition Services Administration Division
Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS
Sent: Monday, December 14, 2015 12:07 PM
To: Day, Kevin@DGS
Subject: ICC 2016 Code SOW

Hi Kevin,

I updated the SOW per our discussion this morning (and used the track changes function). There are a couple of highlighted areas that CBSC will need to fill in – the format for the “sales report” and the date that the publication front matter will be completed by. I also added information in para I.1.e. that references us attaching the Code Adoption Cycle as attachment F. Since this is a PDF file, once we finalize the document we can attach the PDF. Please let me know if there is anything else that I need to do with this. Once I receive it back from you I will put the package together and forward it to ICC for signature. Have a great afternoon

Bruce Betts

Acquisition Analyst
Service Contract Section (*Team 3*)
Office of Business and Acquisition Services Administration Division
Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

EXHIBIT A

SCOPE OF WORK

The California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on the National Electrical Code. The California code includes both provisions of the model code and amendments to the code adopted by California. The National Fire Protection Association, Inc. (NFPA) owns the copyright to the National Electrical Code and the acronym (NEC). BNi Publications, Inc. (BNi) is the authorized agent and Licensee of the NFPA.

I. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and BNi Publications, Inc. (BNi) will coordinate the publication of the 2016 California Electrical Code (Title 24, Part 3)

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70® National Electrical Code® 2014 Edition, as well as the trademark to the title National Electrical Code ® and the acronym NEC® (hereinafter referred to as “2014 NEC”); and
- B. **WHEREAS**, BNi is the authorized agent and Licensee of the NFPA. BNi must be the publisher of this California code, if it is going to contain model code provisions and California amendments to this model code; and
- C. **WHEREAS**, CBSC periodically adopts, approves and codifies electrical code standards and amendments, which may be based on an existing model electrical code, and publishes them as the California Electrical Code, California Code of Regulations, Title 24, Part 3 (hereinafter referred to as the “CEC”); and
- D. **WHEREAS**, CBSC desires to publish a 2016 edition of the CEC containing those portions of the 2014 NEC, first printing as adopted by CBSC, that have been approved and codified by CBSC, those portions of the 2014 NEC that have been modified by CBSC, and the California amendments thereto (hereinafter referred to as the “2016 CEC”); and
- E. **WHEREAS**, BNi and CBSC desire to publish the 2016 CEC in a pre -assembled loose-leaf and fully integrated format on or before July 1, 2016; and
- F. **WHEREAS**, BNi and CBSC desire to make arrangements for annual amendments to the 2016 CEC (hereinafter referred to as the “2016 CEC Supplements”), errata supplements, and emergency supplements; and
- G. **WHEREAS**, BNi, CBSC and NFPA want to make arrangements to market, distribute and sell the 2016 CEC through BNi;

2. TERM

A. The term of this agreement is four years.

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
Debra Rose, NFPA 1 Batterymarch Park Quincy, MA 02269 (617) 984-7595 drose@nfpa.org
William D. Mahoney, BNi 990 Park Center Drive, Suite E Vista, CA 92081 (760) 734-1113 billmahoney@BNibooks.com

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

4. PERFORMANCE DETAILS

Grant of License for CEC.

A. **By BNi.** Subject to the limitation of section 1 below, BNi, as the authorized agent and Licensee of NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2014 NEC, NFPA supplements and revisions to the 2014 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2016 CEC, as well as the 2016 CEC 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 BNi breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fails 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 BNi or until one hundred and eighty days (180) after publication of the next edition of the CEC, whichever occurs first, without compensating BNi or NFPA. If at any time prior to the discontinuation of publication by BNi 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, 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 BNi recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating BNi or NFPA._

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. Post all supplements which may contain material copyrighted by NFPA on the BNi website in "read-only" format.
- B. **By CBSC.** CBSC hereby grants to BNi an exclusive, worldwide license to copy, print, publish, distribute and sell the 2016 CEC and all 2016 CEC Supplements in accordance with the terms of this Agreement.

5. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, BNi shall commence the following services:
1. BNi shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth in 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 2014 NEC approved and codified by the CBSC, those portions of the 2014 NEC that have been modified by the CBSC, and all California amendments
 2. BNi shall print and publish all 2016 CEC Supplements on a regular basis so that all customers have an accurate and up-to-date Code, provided, however, that BNi 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 BNi's website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.
 3. BNi shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 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. BNi 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 CBSC, copies of the 2016 CEC 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 BNi the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to BNi the proofed and approved final text on or before May 15, 2016, BNi 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 CEC.
- 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 CEC. In the event BNi 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 2014 Licensed Property as originally adopted by CBSC as the 2016 CEC which are thereafter generated by BNi shall not be printed in the 2016 CEC unless expressly approved by the CBSC.
- D. CBSC shall submit to BNi its modifications to the 2014 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, BNi shall furnish to CBSC a copy of the initial draft of the 2016 CEC for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CEC from BNi, CBSC shall submit its revisions to the initial draft to BNi. Within a reasonable time after receipt of CBSC's revisions to the initial draft, BNi 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 CEC from BNi, CBSC shall submit its revisions to the second draft to BNi. Within a reasonable time after receipt of CBSC's revisions to the second draft, BNi shall make any further modifications and submit to CBSC a final draft.
- G. BNi shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 CEC. If CBSC promptly delivers to BNi the submissions from CBSC as set forth in paragraphs above, BNi shall ensure that the 2016 CEC 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 BNi 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 BNi, 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. BNi 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 BNi to abide by the proposed Schedule.
 5. Neither BNi 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 BNi 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), 84 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 CEC.
 - 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. BNi will integrate existing 2014 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. BNi 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 2014 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 BNi by CBSC no later than April 1, 2016:
 - a. Cover Art
 - b. Preface
 - c. Acknowledgement
 - d. California Agency Information Contact List
 - e. 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 Electrical Code" etc.
8. State-agency acronyms will be used throughout the 2016 Code.
9. BNi 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. BNi shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. BNi will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
12. A card may be placed in the 2016 Code advertising other BNi 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. BNi shall establish a distribution method in consultation with the CBSC.
2. BNi shall distribute a minimum of 200 complimentary copies of the 2016 Code as per list provided by CBSC on or before July 1, 2016
3. BNi may wholesale the 2016 Code to other resellers in California.
4. BNi 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 Electrical Code. Any advertising would be clearly denoted and included as a separate insert.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to BNi by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to BNi with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** BNi agrees to furnish the 2016 Code in loose-leaf format on the following basis:
 1. BNi shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by BNi that will entitle the purchaser to receive all 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related Errata sheets from BNi at no additional charge.
 2. Any bookstore or other vendor may purchase the 2016 Code from BNi for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets from BNi at no additional charge.
 3. BNi shall provide to CBSC the electronic files of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally

on the CBSC intranet or internal network for use solely by CBSC staff. If BNi develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, BNi shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.

4. BNi may include references to BNi-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate BNi materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. BNi may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. BNi will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>CBSC Contract Administrator</i>
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, BNi shall deliver complimentary copies of the 2016 CEC, and automatically, any 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC. BNi shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. BNi shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide BNi with names and delivery addresses of the current and any new Commissioners as well as notifying BNi of any terminations.

2. BNi shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 CEC Supplements, directly to the following state agencies in the quantities specified by CBSC.

- D. **Subscription Service.** In order to ensure that the 2016 CEC purchased from BNi or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, BNi shall make available to all purchasers of the 2016 CEC, all 2016 CEC Supplements, all supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, at no additional cost. BNi shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CEC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.

- E. **Funding.** BNi 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837,
Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA
95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285
Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101
Independence Ave S.E., Washington, D.C., 20540-4172
Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington
Square, San Jose, CA 95192-0008
San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500
Campanile Drive, San Diego, CA 92182-8050
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library,
Berkeley, CA 94720-6000
University of California, Davis, Shields Library, Government Information and Maps Department, 100
North West Quad, Davis, CA 95616-5292
University of California, Los Angeles, Charles E. Young Research Library A4510 Government
Information, Box 951575, Los Angeles, CA 90095-1575
University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA
92093-0175
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

Law A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue,
San Luis Obispo, CA 93407
California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919,
3801 W. Temple Ave., Pomona, CA 91768-2557
California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001
Stockdale Highway, Bakersfield, CA 93311-1099

- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St.,
Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200
N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA
92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA
94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd.,
Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information
Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St.,
Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East,
Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA
92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road,
San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock,
CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street,
Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA
94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA
94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden
Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
Honold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth
Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501- 0533
Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA
93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230

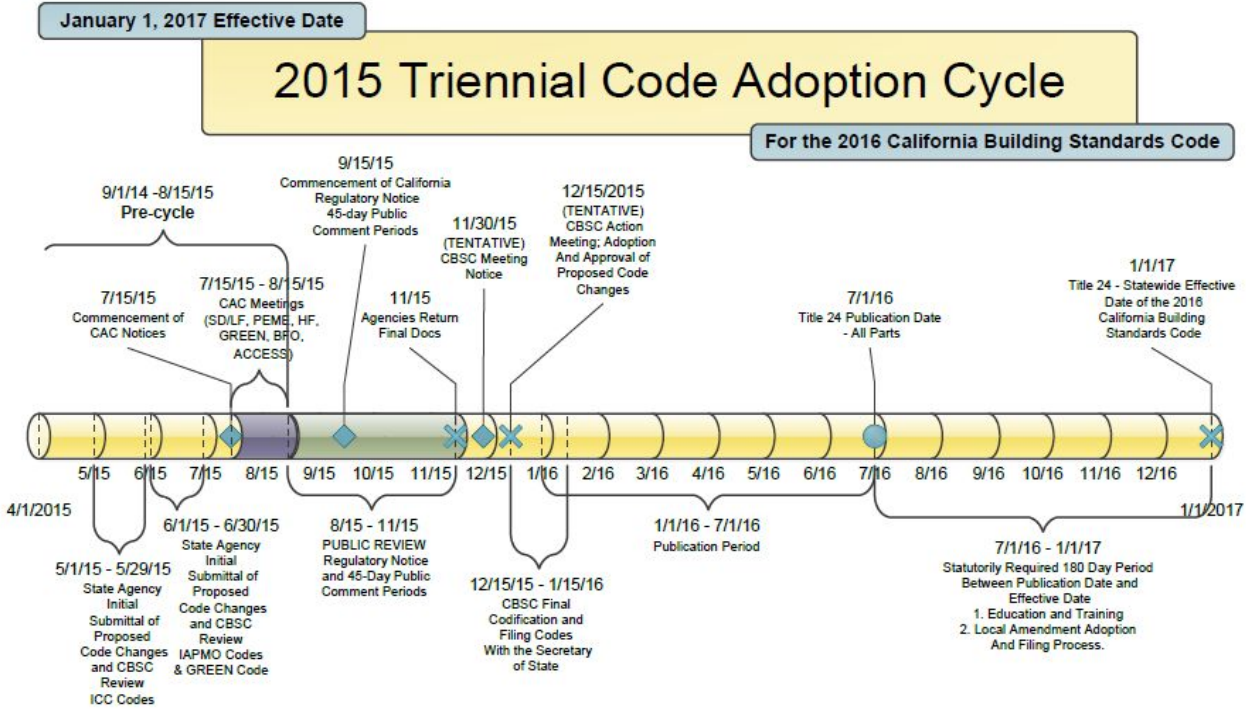
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire

Blvd., Los Angeles, CA 90010-1106

- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
- Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
- Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
- Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
- University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
- University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
- University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
- University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

2016 Intervening Code Adoption Cycle Timeline – Page 1 of 1



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

OBAS Service Contract Request Form

Section I – General Information

[1] Project Title: NFPA 2016 CODE 3	[2] Program: CBSC
[3] Requestor Name: Leann de la Motte	[4] Requestor Phone: 263-0677
[5] Back up: Kevin Day	[6] Back up Phone: 263-0355
[7] Project Location(s): 2525 Natomas Park Drive	[8] Customer(s):

Section II – Contract Information

[9] Contract Request: Contract Amendment Work Authorization Release

[10] If Contract: Does the contract need to start by a specific date? If yes, desired start date: <u>01/01/2016</u> (MM/DD/YY) Has your program contracted out for these services before? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, previous contract #: <u>N/A</u> and previous contract end date <u>N/A</u> (MM/DD/YY)	[11] If Amendment: Contract #: _____ Contract End Date: _____ (MM/DD/YY) <input type="checkbox"/> Time, new request end date: _____ (MM/DD/YY) <input type="checkbox"/> Money, add this amount to total contract: \$ _____ <input type="checkbox"/> Scope, per the attached
[12] If Work Authorization: Project Number: _____ Project County: _____ Estimated Start Date: _____ (MM/DD/YY)	[13] If Release: Contract #: _____ Amount: \$ _____

[14] Notes:

[15] Required Attachments: Scope of Work Mission Critical Statement Cost Sheet GC19130 Justification	[16] As Applicable Attachments: Advertisement Description NCB Package Emergency Justification Package SB/DVBE Waiver Confidentiality Statement Proprietary Letter
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Section III – Funding Information

[17] Billing Code: 30140

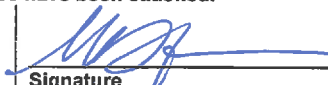
[18] Project Number	[19] Task Number	[20] Account, Object or Expenditure Code	[21] Fund	[22] Cost Center	[23] Activity Code
			06660120	12001	000000

[24] State's Estimate: \$ 0.00

[25] Invoice Address: Department of General Services
Office of Fiscal Services
Program Support Accounting Section
707 3rd Street, Suite 2-100
West Sacramento, CA 95605

Fiscal Approval Signature _____ Date (MM/DD/YY) _____

[27] By signing this document, I certify that I have the authority to request OBAS to process this contract request and that the Conflict of Interest requirements of SCM Vol1, Section 7.10 and AO 05-06 have been satisfied.

Mia Marvelli, Executive Director		<u>2/26/16</u>
Printed Name/Title	Signature	Date (MM/DD/YY)

CERTIFICATION REQUIREMENT OF FEBRUARY 11, 2010

This certification is in response to the February 18, 2010 broadcast to Agency Secretaries and Deputy Directors providing notification that effective February 11, 2010, no work will be initiated, no documents will be reviewed, and no contracts will be approved by the Department of General Services (DGS) that would result in the expenditure of funds unless the following certification is received in writing and signed by the Agency's Secretary or Department's Director, or their designees.

Please complete and return this document with an original signature or a copy of the original signature. The document may be submitted as an electronic attachment to an email. Certifications will be required for every purchase or expenditure of funds; this includes purchase orders, new contracts and amendments to existing contracts.

Project Number: TBD

Including any and all contracts arising out of the Project.

Project Title: Contract with NFPA for CCR Title 24 Part 3

Agency Name: Department of General Services

Department/Division: California Building Standards Commission

I certify that this purchase is vital and mission critical for this agency or department.


Signature


Date

Printed Name: Mia Marvelli

Title: Executive Director

GC 19130 (b) JUSTIFICATION

OBAS 19130 NEW (12/2013)

FOR OBAS USE ONLY

CRN: _____

*Check and explain all that apply.*PROJECT TITLE
NFPA Parts 4 & 5PROGRAM
CBSC

- (1) The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.

EXPLANATION:

- (2) The contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

EXPLANATION:

- (3) The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

EXPLANATION:

We have discussed this process with DGS - Office of State Publishing, as they would be the only civil service office that may be able to perform this service and they have provided BSC with a Service Release Determination (waiver).

- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

EXPLANATION:

- (5) The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interest or to insure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

EXPLANATION:

- (6) The nature of the work is such that the Government Code standards for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Section 19888) of Chapter 2.5 of Part 2.6.

EXPLANATION:

- (7) State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

EXPLANATION:

- (8) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are to be performed.

EXPLANATION:

- (9) The contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.

EXPLANATION:

- (10) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

EXPLANATION:

SIGNATURE



DATE SIGNED

2/26/16

PRINT OR TYPE NAME

Mia Marvelli, executive Director

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 Building and Mechanical Officials (IAPMO) owns the copyrights to these model codes; therefore, IAPMO must be the publisher of these California codes, if they are each going to contain 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 Building and Mechanical Officials (IAPMO) will coordinate the publication of the 2016 California Mechanical Code (Title 24, Part 4) and the 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 for 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 four years.

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 sublicense 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. 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 2014 UMC/UPC approved and codified by the CBSC, those portions of the 2014 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 2015 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 2015 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 2015 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 E, 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 2015 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 a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. IAPMO will maintain the mailing list, and print, mail and 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.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to IAPMO by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to IAPMO with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** IAPMO agrees to furnish the 2016 Code in loose-leaf format on the following basis:
1. IAPMO shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by IAPMO that will entitle the purchaser to receive all 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related Errata sheets from IAPMO at no additional charge.
 2. Any bookstore or other vendor may purchase the 2016 Code from IAPMO for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets from IAPMO at no additional charge.
 3. IAPMO shall provide to CBSC the electronic files of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If IAPMO develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, IAPMO shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.

4. IAPMO may include references to IAPMO-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate IAPMO materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. IAPMO may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. IAPMO will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>CBSC Contract Administrator</i>
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, IAPMO shall deliver complimentary copies of the 2016 CMC/CPC, and automatically, any 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets, directly to the Depository Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC hereto in the quantities specified therein. IAPMO shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. IAPMO shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide IAPMO with names and delivery addresses of the current and any new commissioners as well as notifying IAPMO of any terminations.
2. IAPMO shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 CMC/CPC Supplements, directly to the following state agencies in the quantities specified by CBSC.

- D. **Subscription Service.** In order to ensure that the 2016 CMC/CPC purchased from IAPMO or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, IAPMO shall make available to all purchasers of the 2016 CMC/CPC, all 2016 CMC/CPC Supplements, all supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets, at no additional cost. IAPMO shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CMC/CPC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.
- E. **Funding.** IAPMO 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or

supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837,
Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA
95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101
Independence Ave S.E., Washington, D.C., 20540-4172

Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008
San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000
University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292
University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575
University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
Law Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150

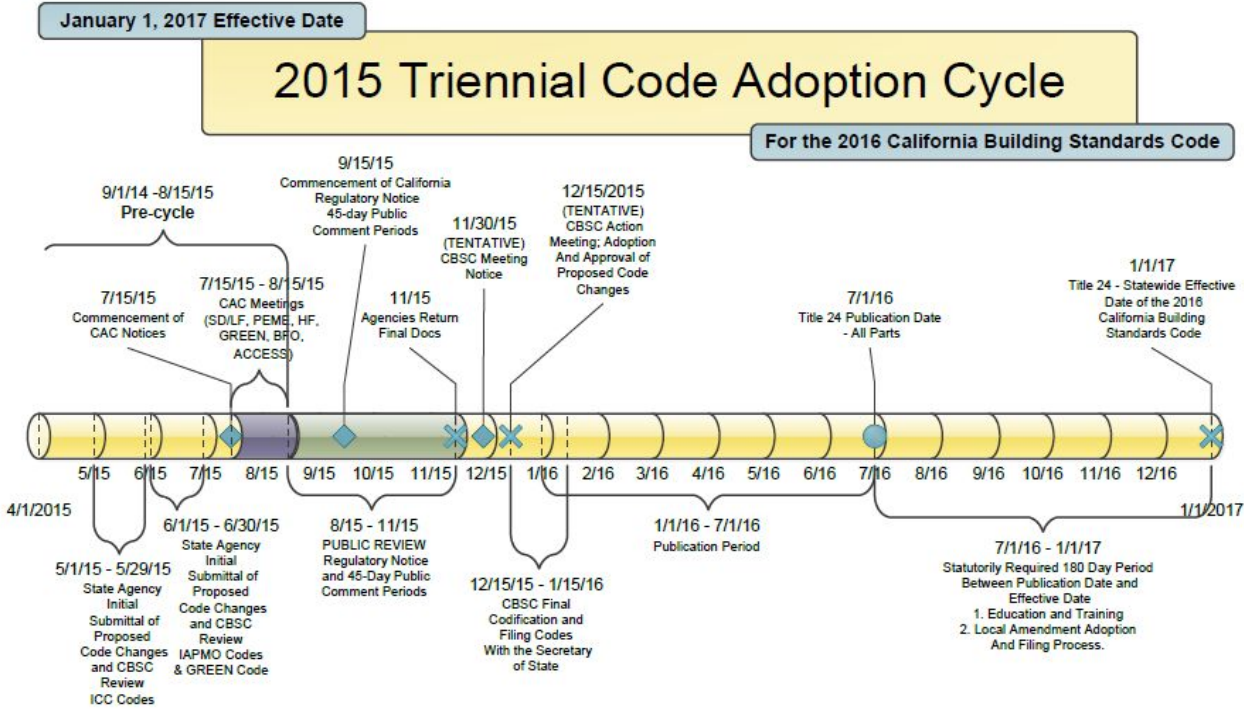
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501- 0533
- Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
- County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
- County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650

- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210

- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

2016 Intervening Code Adoption Cycle Timeline – Page 1 of 1



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

OBAS Service Contract Request Form

Section I – General Information

[1] Project Title: IAPMO 2016 CODE 4 & 5	[2] Program: CBSC
[3] Requestor Name: Leann de la Motte	[4] Requestor Phone: 263-0677
[5] Back up: Kevin Day	[6] Back up Phone: 263-0355
[7] Project Location(s): 2525 Natomas Park Drive	[8] Customer(s):

Section II – Contract Information

[9] Contract Request: Contract Amendment Work Authorization Release

[10] If Contract: Does the contract need to start by a specific date? If yes, desired start date: <u>01/01/2016</u> (MM/DD/YY) Has your program contracted out for these services before? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, previous contract #: <u>N/A</u> and previous contract end date <u>N/A</u> (MM/DD/YY)	[11] If Amendment: Contract #: _____ Contract End Date: _____ (MM/DD/YY) <input type="checkbox"/> Time, new request end date: _____ (MM/DD/YY) <input type="checkbox"/> Money, add this amount to total contract: \$ _____ <input type="checkbox"/> Scope, per the attached
[12] If Work Authorization: Project Number: _____ Project County: _____ Estimated Start Date: _____ (MM/DD/YY)	[13] If Release: Contract #: _____ Amount: \$ _____

[14] Notes:

[15] Required Attachments: Scope of Work Mission Critical Statement Cost Sheet GC19130 Justification	[16] As Applicable Attachments: Advertisement Description NCB Package Emergency Justification Package SB/DVBE Waiver Confidentiality Statement Proprietary Letter
---	--

Section III – Funding Information

[17] Billing Code: 30140


[18] Project Number	[19] Task Number	[20] Account, Object or Expenditure Code	[21] Fund	[22] Cost Center	[23] Activity Code
			06660120	12001	000000

[24] State's Estimate: \$ 0.00

[25] Invoice Address: Department of General Services
Office of Fiscal Services
Program Support Accounting Section
707 3rd Street, Suite 2-100
West Sacramento, CA 95605

Fiscal Approval Signature _____ Date (MM/DD/YY) _____

[27] By signing this document, I certify that I have the authority to request OBAS to process this contract request and that the Conflict of Interest requirements of SCM Vol1, Section 7.10 and AO 05-06 have been satisfied.

Mia Marvelli, Executive Director Printed Name/Title	 Signature	<u>2/20/16</u> Date (MM/DD/YY)
--	---	-----------------------------------

CERTIFICATION REQUIREMENT OF FEBRUARY 11, 2010

This certification is in response to the February 18, 2010 broadcast to Agency Secretaries and Deputy Directors providing notification that effective February 11, 2010, no work will be initiated, no documents will be reviewed, and no contracts will be approved by the Department of General Services (DGS) that would result in the expenditure of funds unless the following certification is received in writing and signed by the Agency's Secretary or Department's Director, or their designees.

Please complete and return this document with an original signature or a copy of the original signature. The document may be submitted as an electronic attachment to an email. Certifications will be required for every purchase or expenditure of funds; this includes purchase orders, new contracts and amendments to existing contracts.

Project Number: TBD

Including any and all contracts arising out of the Project.

Project Title: Contract with IAPMO for CCR Title 24 Parts 4 & 5

Agency Name: Department of General Services

Department/Division: California Building Standards Commission

I certify that this purchase is vital and mission critical for this agency or department.


Signature


Date

Printed Name: Mia Marvelli

Title: Executive Director

GC 19130 (b) JUSTIFICATION

OBAS 19130 NEW (12/2013)

FOR OBAS USE ONLY

CRN: _____

*Check and explain all that apply.*PROJECT TITLE
IAPMO Part 3PROGRAM
CBSC

- (1) The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.
EXPLANATION:

- (2) The contract is for a new state function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
EXPLANATION:

- (3) The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system.

EXPLANATION:

We have discussed this process with DGS - Office of State Publishing, as they would be the only civil service office that may be able to perform this service and they have provided BSC with a Service Release Determination (waiver).

- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

EXPLANATION:

- (5) The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interest or to insure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

EXPLANATION:

- (6) The nature of the work is such that the Government Code standards for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Section 19888) of Chapter 2.5 of Part 2.6.

EXPLANATION:

- (7) State agencies need private counsel because a conflict of interest on the part of the Attorney General's office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Section 11040.

EXPLANATION:

- (8) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location where the services are to be performed.

EXPLANATION:

- (9) The contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.

EXPLANATION:

- (10) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

EXPLANATION:

SIGNATURE



DATE SIGNED

2/26/16

PRINT OR TYPE NAME

Mia Marvelli, executive Director

From: ["de la Motte," Leann@DGS](mailto:Leann@DGS)
To: ["Betts, Bruce@DGS" Bruce.Betts@dgs.ca.gov](mailto:Bruce.Betts@dgs.ca.gov)
Date: 2/26/2016 3:22:58 PM
Subject: CBSC Publishing Contracts
Attachments: [NFPA BNi 2016 PT 3 SOW - OBAS.docx](#)
[NFPA 2016 CODE Part 3 Supporting docs.pdf](#)
[IAPMO 2016 SOW - OBAS.docx](#)
[IAPMO 2016 CODE 4 & 5 Supporting Docs.pdf](#)

Hi Bruce,

I have attached the final two publication contracts for CBSC. I have also attached scanned versions of the supporting documents for each. (Let me know if you need me to mail the originals.) Please review and send to vendors ASAP. Let me know if you have any questions or concerns.

Thank you,

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.de laMotte@dgs.ca.gov
Date: 2/29/2016 8:35:11 AM
Subject: RE: CBSC Publishing Contracts

Thanks Leann,

I already have copies of the NCBs and I will start on these this week. Have a great week

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: de la Motte, Leann@DGS
Sent: Friday, February 26, 2016 3:23 PM
To: Betts, Bruce@DGS
Cc: Benny, Katrina@DGS; Biedermann, Cynthia@DGS; Day, Kevin@DGS
Subject: CBSC Publishing Contracts

Hi Bruce,

I have attached the final two publication contracts for CBSC. I have also attached scanned versions of the supporting documents for each. (Let me know if you need me to mail the originals.) Please review and send to vendors ASAP. Let me know if you have any questions or concerns.

Thank you,

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: ["de la Motte," Leann@DGS](mailto:Leann@DGS)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
["Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov](mailto:Mia.Marvelli@dgs.ca.gov)
["Day, Kevin@DGS" Kevin.Day@dgs.ca.gov](mailto:Kevin.Day@dgs.ca.gov)
Date: 3/18/2016 3:04:38 PM
Subject: FW: CBSC Publishing Contracts

FYI:

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Betts, Bruce@DGS
Sent: Friday, March 18, 2016 10:19 AM
To: de la Motte, Leann@DGS
Subject: RE: CBSC Publishing Contracts

Hi Leann,

I am working on the SOWs and plan to have them back to you for review next week. At this point, I don't see any potential problems or issues with the SOWs. Just formatting to get them into the template we are using. Please let me know if you have any other questions.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

12/17/2016

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: de la Motte, Leann@DGS
Sent: Friday, March 18, 2016 10:15 AM
To: Betts, Bruce@DGS
Subject: RE: CBSC Publishing Contracts

Hi Bruce,

I just wanted to check in on the status of these publishing contracts. Can you give us an update

Thank you

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Betts, Bruce@DGS
Sent: Monday, February 29, 2016 11:39 AM
To: de la Motte, Leann@DGS
Subject: FW: CBSC Publishing Contracts

Hello Leann,

Agreement #3188107 has been assigned to the NFPA agreement and #3188106 is assigned to the IAPMO agreement.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Oden, Jonee@DGS
 Sent: Monday, February 29, 2016 11:37 AM
 To: Betts, Bruce@DGS
 Subject: FW: CBSC Publishing Contracts

e o Br e ve A e o re e o e o A A e A o er o e r ve. e m er Are e o .
 A .

DATE RECEIVED	OFFICE SUBMITTING REQUEST	PROGRAM REQUESTER	ACTION REQUESTED	Number	ESTIMATED COST (Applies To New Contract requests)	CONTRACT NUMBER	Contractor	PROJECT DESCRIPTION	PROJECT OR BUILDING NUMBER	BUILDING NAME	REQUEST NUMBER	DATE ACCEPTED BY DBAS	MANAGER	ASSIGNED TO	Date Assigned to Analyst	CONTRACT STATUS *SEE DEFINITIONS	Analyst Notes	Select Ty
2/29/16	CBSC	Leann De La Motte	New Contract					NFPA 2016 Code 3			3188107	2/29/16	Team 3	Bruce Betts			Programs requested due date: 1/1/16 - Bruce delivered for intake	
2/29/16	CBSC	Leann De La Motte	New Contract					IAPMO 2016 Code 4 & 5			3188106	2/29/16	Team 3	Bruce Betts			Programs requested due date: 1/1/16 - Bruce delivered for intake	

Jonee Oden
 Intake Analyst

Phone 916.375.4885

Fax 916.376.1778

Email jonee.oden@dgs.ca.gov

CMS Intake Log - [// . . A ov/ e /OBAS/ S/Form /A em .A](#)

From: Betts, Bruce@DGS
Sent: Monday, February 29, 2016 8:36 AM
To: Oden, Jonee@DGS
Cc: Frost, Laura@DGS
Subject: FW: CBSC Publishing Contracts

Hello Jonee,

These two contract requests need to go through the intake process and be assigned agreement numbers. They can be assigned to me. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: de la Motte, Leann@DGS
Sent: Friday, February 26, 2016 3:23 PM
To: Betts, Bruce@DGS
Cc: Benny, Katrina@DGS; Biedermann, Cynthia@DGS; Day, Kevin@DGS
Subject: CBSC Publishing Contracts

Hi Bruce,

I have attached the final two publication contracts for CBSC. I have also attached scanned versions of the supporting documents for each. (Let me know if you need me to mail the originals.) Please review and send to vendors ASAP. Let me know if you have any questions or concerns.

Thank you,

Leann de la Motte

**Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677**



From: [Jamison, Brent@DGS](mailto:Jamison_Brent@DGS)
To: ["Marvelli, Mia@DGS"](mailto:Marvelli_Mia@DGS) Mia.Marvelli@dgs.ca.gov
Date: 3/29/2016 12:48:15 PM
Subject: RE: 2016 Code publication contracts

I can do 1:30. Jackie – can you send a meeting invite

Brent J. Jamison

Deputy Director, Interagency Support Division



From: Marvelli, Mia@DGS
Sent: Tuesday, March 29, 2016 12:19 PM
To: Jamison, Brent@DGS
Cc: Wilson, Jaclyn@DGS; Benny, Katrina@DGS
Subject: 2016 Code publication contracts

Brent-

Do you have time for a 30 min conference call with Katrina, Leann and I today Looks like your calendar is open at 1:30 or 3:00. We need some guidance getting our ICC, BNi & IAPMO publication contracts pushed through OBAS.

We can send you some background info prior to our conversation.

Thanks,

Mia Marvelli, Executive Director

California Building Standards Commission

www.BSC.ca.gov

916.263.0916

From: ["de la Motte," Leann@DGS](mailto:Leann@DGS)
To: ["Valadez, Noah@DGS" Noah.Valadez@dgs.ca.gov](mailto:Noah.Valadez@dgs.ca.gov)
["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
Date: 3/29/2016 4:12:40 PM
Subject: RE: BSC printing

Hi Noah,

Sorry for the delay, we were all in another meeting.

The purchasing contracts are as follows:

#3188107 NFPA Code

#3188106 IAPMO Code

#3187607 ICC Code Parts 1, 6, 8, 11 & 12

#3187605 ICC Code Parts 2, 2.5, 9 & 10

Please let me know if I can provide any other information.

Thank you,

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Valadez, Noah@DGS
Sent: Tuesday, March 29, 2016 3:20 PM
To: Benny, Katrina@DGS; de la Motte, Leann@DGS
Cc: Marvelli, Mia@DGS
Subject: RE: BSC printing

Katrina,

Brent is setting up a conference call to discuss this further.

Noah

From: Benny, Katrina@DGS
Sent: Tuesday, March 29, 2016 3:07 PM
To: Valadez, Noah@DGS; de la Motte, Leann@DGS
Cc: Marvelli, Mia@DGS
Subject: RE: BSC printing

Noah, please check with Laura Frost and or Bruce Betts for the contract numbers, I don't know if we were ever given them.

Sent via the Samsung Galaxy Note® 3, an AT&T 4G LTE smartphone

----- Original message -----

From: "Valadez, Noah@DGS" <Noah.Valadez@dgs.ca.gov>
Date: 03/29/2016 2:56 PM (GMT-08:00)
To: "de la Motte, Leann@DGS" <Leann.delaMotte@dgs.ca.gov>, "Benny, Katrina@DGS" <Katrina.Benny@dgs.ca.gov>
Subject: BSC printing

Katrina and Leann,

I just spoke to Brent Jamison regarding the status of BSC's contract request for printing services – to print BSC's annual publication that comes out in January. He told me the request was submitted to OBAS sometime in October 2015. Unfortunately, we are unable to find a corresponding contract request in OBAS' inbox and there is only one open contract request in our log, but that request is dated March 23, 2016, which does not appear to be the contract in question. I was hoping you could shed some light on the contract request to help us track it down.

Thank you.

Noah

EXHIBIT A

SCOPE OF WORK

The California Administrative Code (California Code of Regulations, Title 24, Part 1), California Energy Code (California Code of Regulations, Title 24, Part 6), California Historical Building Code (California Code of Regulations, Title 24, Part 8), California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), and California Referenced Standards Code (California Code of Regulations, Title 24, Part 12)

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and the International Code Council (ICC) will coordinate the publication of the above referenced parts of the 2016 California Building Standards Code (Title 24, California Code of Regulations).

- A. **WHEREAS**, CBSC is the sole owner of the copyrights to the 2013 California Administrative Code (Title 24, Part 1), 2013 California Energy Code (Title 24, Part 6), 2013 California Historical Building Code (Title 24, Part 8), 2013 California Green Building Standards Code (Title 24, Part 11) and 2013 California Referenced Standards Code (Title 24, Part 12) (collectively, "Licensed Property"); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies building code standards and amendments pursuant to Section 18928.1 of the California Health and Safety Code; and
- C. **WHEREAS**, CBSC desires to publish, on or before July 1, 2016, 2016 editions of the Licensed Property, as part of the 2016 State Building Code (SBC); and
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2016 editions of the Licensed Property in a pre-assembled loose leaf format; and
- E. **WHEREAS**, ICC and CBSC desire to make available necessary annual amendments from time to time to the 2016 editions of the Licensed Property, as well as supplements to the 2016 editions of the Licensed Property in response to emergency regulations (the 2016 editions of the Licensed Property, amendments thereto, supplements thereto in response to emergency regulations, and all related errata sheets, collectively referred to herein as "the 2016 Code")

2. TERM

- A. The term of this agreement is four years.

3. PROJECT REPRESENTATIVES

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

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

Contractor's Contract Administrator
Mark Johnson International Code Council 3060 Saturn Street, Suite 100 Brea, CA 92821 5360 Workman Mill Road Whittier, CA 90601-2298 Fax No. : (562) 699-9721

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

4. PERFORMANCE DETAILS

A. Grant of License; Ownership.

CBSC grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, sublicense and sell the 2016 Code in any format, including print and electronic, in accordance with the terms of the Agreement. CBSC shall retain the right to create and distribute derivative or secondary works (such as handbooks, checklists, training materials and study guides) that incorporate 2016 Code text.

1. The 2016 Code shall remain the property of the CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the 2016 Code to ICC.
2. The ownership rights defined in paragraph 1 above shall survive the termination of this Agreement.
3. In the event ICC breaches its obligations provided in Paragraphs 2, 3, 4, 5 or 6, or terminates this Agreement, or otherwise discontinues to publish or fails to make available for sale the 2016 Code, then CBSC may print and publish or authorize the printing of and publication of the 2016 Code for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the Title 24 (viz., 2016 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2016 Code, 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 the 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 ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of the 2016 Code, whichever occurs first, without compensating ICC.

5. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, ICC shall commence the following services:
1. ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2016 Code in a loose-leaf format on or before July 1, 2016.
 2. ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 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. 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 July 1, 2016 or at a later date as set by the CBSC, copies of the 2016 SBC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property that have been modified by the 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 approve the final edited draft manuscript deliver to ICC the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2016, ICC 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 SBC.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which the CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2016 SBC.
- C. All Errata and/or Supplements to the 2015 Licensed Property as originally adopted by the CBSC as the 2016 SBC which are thereafter generated by the ICC shall not be printed in the 2016 SBC unless expressly approved by the CBSC.
- D. CBSC shall submit to ICC its modifications to the 2015 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2016 SBC for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the initial draft, ICC 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 SBC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of

the CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.

G. Upon approval of the final draft blueprint, ICC shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 SBC. If CBSC promptly delivers to ICC the submissions, ICC shall ensure that the 2016 SBC is available for sale on or before July 1, 2016.

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. The CBSC and the ICC 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 the CBSC submits any Supplements or errata to ICC, 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. ICC shall notify the 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. The CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, the CBSC shall expect the ICC to abide by the proposed Schedule.
5. Neither ICC 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 ICC 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), 84 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 SBC.
- 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 the CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - e. ICC will integrate existing 2015 Licensed Property language with California amendments to be reviewed and approved by the CBSC. First review and schedule will be agreed upon by the parties.
 - f. ICC 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 E, 2015 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 2015 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 ICC by CBSC no later than March 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 Footers will read "2016 California Building Code" etc.
 8. State-agency acronyms will be used throughout the 2016 Code.
 9. ICC 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. ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
 12. A card may be placed in the 2016 Code advertising other ICC publications.

J. Supplements and Errata

1. Supplements to the 2016 code shall be printed on 20 lb. light blue paper 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 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. ICC shall establish a distribution method in consultation with the CBSC.
2. ICC shall distribute a minimum of 200 complimentary copies of the 2016 Code as per the Attachment C.
3. ICC may wholesale the 2016 Code to other resellers in California.
4. ICC 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 at the back.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to ICC by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ICC with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** ICC agrees to furnish the 2016 Code in loose-leaf format on the following basis:
1. ICC shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all 2016 SBC Supplements, supplements to the 2016

SBC in response to emergency regulations, and all related Errata sheets from ICC at no additional charge.

2. Any bookstore or other vendor may purchase the 2016 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge.
3. ICC shall provide to CBSC the electronic files in word format of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If ICC develops an enhanced fee based electronic subscription service CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CDelectronic subscription service available to the CBSC for internal use as provided in this subparagraph.
4. ICC may include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate ICC language/materials will be differentiated from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. ICC may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. ICC will send the State a quarterly report commencing on July 1, 2016, which will provide information on itemize all orders processed from the previous quarter. The report will include the total business name, number of copies distributedordered,ad total revenues amount charged, date order received. and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>BSC Contract Administrator</i>
2525 Natomas Park Drive #130 Sacramento, CA 95833

- C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, ICC shall deliver complimentary copies of the 2016 SBC, and automatically, any 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment B hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment C hereto and copies to the State agencies listed in Attachment D hereto in the

quantities specified therein. ICC shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. ICC shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.
2. ICC shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 SBC Supplements, directly to the following state agencies in the quantities specified by Attachment D.

D. **Subscription Service.** In order to ensure that the 2016 SBC purchased from ICC or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, ICC shall make available to all purchasers of the 2016 SBC, all 2016 SBC Supplements, all supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, at no additional cost. ICC shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 SBC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.

E. **Funding.** 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

- California State Archives, 1020 O Street, Sacramento, CA 95814
California State Library, Information Resources and Government Publications, P.O. Box 942837, Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**
California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA 95929-0295
Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285
Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172
Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008
San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000
University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292
University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575
University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

- A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
Law Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912

- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue,
San Luis Obispo, CA 93407
California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite
1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001
Stockdale Highway, Bakersfield, CA 93311-1099
California State University, Dominguez Hills, Library-Government Documents, 800 E.
Victoria St., Carson, CA 90747
California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200
N. Barton, M/S ML34, Fresno, CA 93740-8014
California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA
92834-4150
California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd.
Hayward, CA 94542
California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd.,
Long Beach, CA 90840-1901
California State University, Los Angeles, John F. Kennedy Library, Government Information
Services, 5151 State University Dr., Los Angeles, CA 90032-8300
California State University, Northridge, Oviatt Library Government Documents, 18111
Nordhoff St., Northridge, CA 91330-8328
California State University, Sacramento, Library-Documents, 2000 State University Dr., East,
Sacramento, CA 95819-6039
California State University, San Bernardino, Library, 5500 University Parkway, San
Bernardino, CA 92407-2397
California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road,
San Marcos, CA 92096-0001
California State University, Stanislaus, Library, Documents Dept., One University Circle,
Turlock, CA 95382-0299
California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L
Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA
94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA
94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA
90013
El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden
Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
Law Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102

Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907

Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533

Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521

Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771

Law Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301

Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517

Law Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230

Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097

Law Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100

County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534

County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650

Law McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817

Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955

Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340

Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612

Law Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354

Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556

Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001

Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868

Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804

Law Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203

Law Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814

Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508

Law San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401

San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410

San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410

Law San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999

San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030

Law San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202

San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403

Law San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408

Law San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063

San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592

Law Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101

- Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

State Agencies

A List of State Agencies will be sent on or before July 1, 2016 under separate cover.

EXHIBIT A

SCOPE OF WORK

The California Building Code (California Code of Regulations, Title 24, Part 2), California Residential Code (California Code of Regulations, Title 24, Part 2.5), California Fire Code (California Code of Regulations, Title 24, Part 9), and California Existing Building Code (California Code of Regulations, Title 24, Part 10), are based on four model codes, the International Building Code, International Residential Code, International Fire Code and the International Existing Building Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California. The International Code Council (ICC) owns the copyrights to these model codes; therefore, ICC must be the publisher of these California codes, if they are each going to contain model code provisions and California amendments to the model codes.

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and the International Code Council (ICC) will coordinate the publication of these parts of the 2016 California Building Standards Code (Title 24, California Code of Regulations).

- A. **WHEREAS**, ICC is the sole owner of the copyrights to the 2015 *International Building Code*, 2015 *International Residential Code*, 2015 *International Fire Code* and 2015 *International Existing Building Code* and trade names and/or marks “*International Building Code*”, “*International Residential Code*”, “*International Fire Code*”, “*International Existing Building Code*”, and acronyms “IBC”, “IRC”, “IFC”, “IEBC”; and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies building code standards and amendments, which may be based on an existing model building code, and publishes them as part of the California Building Standards Code (hereinafter referred to as the “SBC”), Title 24, Parts 2, 2.5, 9, & 10 California Code of Regulations (CCR), pursuant to Section 18928.1 of the California Health and Safety Code; and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the SBC (hereinafter referred to as the “2016 SBC”) on or before July 1, 2016 or at a later date as set by the CBSC containing those portions of the first published editions (as adopted by CBSC) of the 2015 IBC, 2015 IRC, 2015 IFC and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been modified by CBSC.
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2016 SBC on or before July 1, 2016 in a pre-assembled format that integrates portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been modified by CBSC, as well as the State amendments; and

E. **WHEREAS**, ICC and CBSC desire to make available as necessary supplements and errata to the 2016 SBC, to be codified in Title 24, Parts 2, 2.5, 9, & 10 CCR (hereinafter referred to as the “2016 SBC Supplements”), as well as supplements to the 2016 SBC in response to emergency regulations.

2. TERM

A. The term of this agreement is four years.

3. PROJECT REPRESENTATIVES

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

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

Contractor's Contract Administrator
Mark Johnson International Code Council 3060 Saturn Street, Suite 100 Brea, CA 92821 5360 Workman Mill Road Whittier, CA 90601-2298 Fax No. : (562) 699-9721

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

4. PERFORMANCE DETAILS

A. **Grant of License for SBC: Ownership.**

ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, ICC supplements and revisions to the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, (hereinafter “Licensed Property”), in whole or in part, solely to create and publish the 2016 SBC, as well as the 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the “2016 Code”), including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2016 Code, and (b) affix copyright notices to the 2016 Code as displayed in Attachment D.

1. All Licensed Property shall remain the property of ICC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the Licensed Property to CBSC.
2. All California amendments prepared by CBSC (or any agency or other instrumentality of the State of California) in connection with the 2016 Code shall remain the property of CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of CBSC Property to ICC.

3. Amendments that contain material prepared by the CBSC combined with ICC Licensed Property shall be jointly owned by the CBSC and ICC.
4. The ownership rights defined in Paragraph 1 above shall survive the termination of this Agreement.
5. CBSC herein grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, sublicense and sell the 2016 Code, in any format, including print and electronic, in accordance with the terms of the Agreement.
6. In the event ICC breaches its obligations under this agreement, or this agreement is terminated by either party, or ICC otherwise discontinues to publish or fails to make available for sale the 2016 SBC, then CBSC may print and publish or authorize the printing of and publication of the 2016 SBC for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the Title 24 (viz., 2016 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2016 Code, 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 the 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 ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of the 2016 Code, whichever occurs first, without compensating ICC.

5. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, ICC shall commence the following services:
 1. ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2016 SBC in a loose-leaf format wherein all portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC and 2015 IEBC that have been modified by CBSC, as well as the State amendments thereto, are fully merged and integrated into a contiguous and pre-assembled document.
 2. ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2015 IBC, the 2015 IRC and the 2015 IFC, Chapters 1-4, 15, 16 & A1 & A3 of the 2015 IEBC, and three (3) copies of all 2013 SBC Supplements, supplements to the 2013 SBC 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. 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 July 1, 2016 or at a later date as set by the CBSC, copies of the 2016 SBC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property that have been modified by the 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 approve the final edited draft manuscript deliver to ICC the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2016, ICC 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 SBC.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which the CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2016 SBC.
- C. All Errata and/or Supplements to the 2015 Licensed Property as originally adopted by the CBSC as the 2016 SBC which are thereafter generated by the ICC shall not be printed in the 2016 SBC unless expressly approved by the CBSC.
- D. CBSC shall submit to ICC its modifications to the 2015 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2016 SBC for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the initial draft, ICC 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 SBC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.
- G. Upon approval of the final draft blueline, ICC shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 SBC. If CBSC promptly delivers to ICC the submissions, ICC shall ensure that the 2016 SBC is available for sale on or before July 1, 2016.
- 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. The CBSC and the ICC 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 the CBSC submits any Supplements or errata to ICC, 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. ICC shall notify the 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. The CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, the CBSC shall expect the ICC to abide by the proposed Schedule.
 5. Neither ICC 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 ICC 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), 84 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 SBC.
 - 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.

Volume binders shall conform to the design and colors selected by the CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - d. ICC will integrate existing 2015 Licensed Property language with California amendments to be reviewed and approved by the CBSC. First review and schedule will be agreed upon by the parties.
 - e. ICC 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 E, 2015 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 2015 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 ICC by CBSC no later than March 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 Footers will read "2016 California Building Code" etc.
8. State-agency acronyms will be used throughout the 2016 Code.
9. ICC 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. ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
12. A card may be placed in the back of the 2016 Code advertising other ICC publications.

J. Supplements and Errata

1. Supplements to the 2016 code shall be printed on 20 lb. light blue paper and be individually shrink-wrapped.
2. Supplements shall be printed to insert by page substitution and contain a publication, effective date, and 'Blue' written 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 and be individually shrink-wrapped
6. Errata sheets shall be printed to insert by page substitution and contain a publication, effective date, and 'Buff' written 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. ICC shall establish a distribution method in consultation with the CBSC.
2. ICC shall distribute a minimum of 200 complimentary copies of the 2016 Code as per the Attachment C.
3. ICC may wholesale the 2016 Code to other resellers in California.
4. ICC 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 at the back.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to ICC by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ICC with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** ICC agrees to furnish the 2016 Code in loose-leaf format on the following basis:
1. ICC shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related Errata sheets from ICC at no additional charge.
 2. Any bookstore or other vendor may purchase the 2016 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge.
 3. ICC shall provide to CBSC the electronic files in word format of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If

ICC develops an enhanced fee-based electronic subscription service CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD electronic subscription service available to the CBSC for internal use as provided in this subparagraph.

4. ICC may include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate ICC language/materials will be differentiated from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. ICC may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. ICC will send the State a quarterly report, commencing on July 1, 2016, which will provide information on itemize all orders processed from the previous quarter. The report will include business name, the total number of copies distributed, ordered and total revenues, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>BSC Contract Administrator</i>
2525 Natomas Park Drive #130 Sacramento, CA 95833

- C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, ICC shall deliver complimentary copies of the 2016 SBC, and automatically, any 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment B hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment C hereto and copies to the State agencies listed in Attachment D hereto in the quantities specified therein. ICC shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.
1. ICC shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.

2. ICC shall deliver up to 200 complimentary copies of the 2016 Code, any 2016 SBC Supplements and Errata, to be coordinated between CBSC and ICC.
- D. **Subscription Service.** In order to ensure that the 2016 SBC purchased from ICC or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, ICC shall make available to all purchasers of the 2016 SBC, all 2016 SBC Supplements, all supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, at no additional cost. ICC shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 SBC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, blue', '[Effective date], Errata buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.
- E. **Funding.** 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837,
Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA
95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101
Independence Ave S.E., Washington, D.C., 20540-4172

Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002

Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington
Square, San Jose, CA 95192-0008

San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101

San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500
Campanile Drive, San Diego, CA 92182-8050

San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102

Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305

University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library,
Berkeley, CA 94720-6000

University of California, Davis, Shields Library, Government Information and Maps Department, 100
North West Quad, Davis, CA 95616-5292

University of California, Los Angeles, Charles E. Young Research Library A4510 Government
Information, Box 951575, Los Angeles, CA 90095-1575

University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA
92093-0175

University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

Law A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373

Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912

Alhambra Public Library, 101 South First Street, Alhambra, CA 91801

Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387

California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue,
San Luis Obispo, CA 93407

California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite
1919, 3801 W. Temple Ave., Pomona, CA 91768-2557

California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001
Stockdale Highway, Bakersfield, CA 93311-1099

- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501- 0533
- Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517

- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401

- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

State Agencies

A List of State Agencies will be sent on or before July 1, 2016 under separate cover.

ATTACHMENT D: COPYRIGHT NOTICES

For Title 24, Part 2, Volume 1

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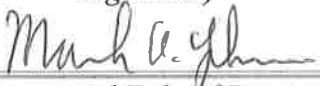
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CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> International Code Council, Inc.		<i>Federal ID Number</i> 36-3999004
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Mark A. Johnson		
<i>Date Executed</i> March 31, 2016	<i>Executed in the County of</i> Orange	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

COMMERCIALLY USEFUL FUNCTION EVALUATION FORM
(rev. 3/15)

Contractor Name: International Code Council

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and requires all **Small Businesses**, Micro-Businesses and Disabled Veteran Business Enterprises to perform a "commercially useful function" in any contract they perform for the State.

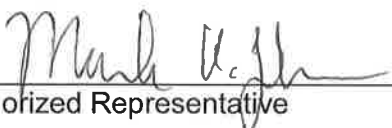
Per GC 14837, Section 1: A business that is performing a commercially useful function is one that does **ALL** of the following:

- 1) Is responsible for execution of a distinct element of the work of the contract.
- 2) Carries out its obligation by actually performing, managing, or supervising the work involved.
- 3) Performs work that is normal for its business, services and function
- 4) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Note: A contractor, subcontractor, or supplier **will not** be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business or microbusiness participation.

Contractor's Certification:

I certify that my company meets all five of the criteria listed above.



Authorized Representative

Date 03/31/2016

Acquisition Analyst's Certification:

Analyst has determined that a CUF will be performed by this Contractor.

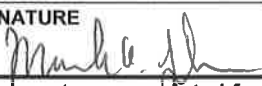
Acquisition Analyst

Date

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) International Code Council		
	SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)		E-MAIL ADDRESS mjohnson@iccsafe.org
	MAILING ADDRESS 3060 Saturn Street, Suite 100		BUSINESS ADDRESS 500 New Jersey Avenue, NW, Sixth Floor
	CITY, STATE, ZIP CODE Brea, CA 92821		CITY, STATE, ZIP CODE Washington, DC 20001
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 3 6 - 3 9 9 9 0 0 4		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
<input type="checkbox"/> PARTNERSHIP		CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input checked="" type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS	
<input type="checkbox"/> ESTATE OR TRUST			
<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - -			
(SSN required by authority of California Revenue and Tax Code Section 18646)			
4	<input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.		
5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Mark A. Johnson		TITLE Executive Vice President
	SIGNATURE 	DATE 03/31/2016	TELEPHONE (888) 422-7233
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: (____) _____ Fax: (____) _____ E-mail Address: _____		

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
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For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

From: ["de la Motte," Leann@DGS](mailto:Leann@DGS)

To: ["Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov](mailto:Mia.Marvelli@dgs.ca.gov)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)

Date: 4/4/2016 8:18:11 AM

Subject: FW: 2016 California Building Standards Code Publication Agreements

Attachments: [3187607 CSBC ICC 2016 CODE 16811 12 SOW - OBAS Suggested Revisions MJ.docx](#)
[3187605 CBSC ICC 2016 CODE 2 2 5 9 10 SOW - OBAS Suggested Revisions MJ.docx](#)
[CCC-307 03-31-2016.pdf](#)
[Commercially Useful Function 03-31-2016.pdf](#)
[Payee data record 03-31-2016.pdf](#)

Please see ICC's edits and the Email below.

Thank you

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Betts, Bruce@DGS
Sent: Monday, April 04, 2016 7:36 AM
To: de la Motte, Leann@DGS
Subject: FW: 2016 California Building Standards Code Publication Agreements

Hi Leann,

ICC has returned contracts #3187607 and #3187605 with their edits. I don't have any concerns with the edits they

12/17/2016

have made and I need CSBC to review/approve the edits. Once I have your approval, I will finalize the agreements, prepare the 213 and 215 and we can get the agreements signed and forwarded to OLS for approval. Their current approval timeline is 10-15 business days so I would like to get this done this week to keep on track for a May 1 execution date. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Casey Thomas [<mailto:CThomas@icc-es.org>]

Sent: Friday, April 01, 2016 9:02 AM

To: Betts, Bruce@DGS

Cc: Mark Johnson

Subject: FW: 2016 California Building Standards Code Publication Agreements

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From: Betts, Bruce@DGS [<mailto:Bruce.Betts@dgs.ca.gov>]
Sent: Monday, February 22, 2016 10:07 AM
To: Mark Johnson
Subject: 2016 California Building Standards Code Publication Agreements

Hello Mr. Johnson,

I am the Acquisition Analyst in the Office of Business and Acquisition Services (OBAS) assigned to assist with the execution of Contract # 3187607 and # 3187605 for the 2016 California Building Standards Code Publication Agreements for the Department of General Services, Building Standards Commission. I have attached draft copies of those agreements. These drafts will be finalized once I receive the documents and information requested in this communications. So that OBAS can process this agreement, I will require the following completed documents (Scanned copies are acceptable, but the original document(s) will need to be forwarded with the contract package as described below). Please send the documents as soon as possible.

Please complete and return the following documents to me via email:

CCC-307 Contractor Certification Clauses (attached)

Std 204 Payee Data Record (attached)

GSPD-05-105 Bidder Declaration (attached)

Additionally, could please provide me the following information (complete the highlighted sections below) for the person that will be signing the agreement

- Name of person signing the contract: **Mark A. Johnson**
- Title of person signing the contract: **Executive Vice President & Director of Business Development**

- Complete Address of Signer of contract: 3060 Saturn Street, Suite 100, Brea, CA 92821

Can you also indicate the correct information for the project manager for this contract

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I would like to thank you in advance for getting this information to me so that we can process and execute this as quickly as possible. Please don't hesitate to contact me should you have any questions.

Thank you,

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

Register now for the International Code Council's 2016 Committee Action Hearings, April 17 - 27 in Louisville. Reminder - ICC Governmental Memberships must be current by March 18, to participate in the Online Governmental Consensus Vote which follows the hearings. www.iccsafe.org/EVDS.

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From: "de la Motte," Leann@DGS

To: "[Marvelli, Mia@DGS](mailto:Marvelli,Mia@DGS)" Mia.Marvelli@dgs.ca.gov
"[Biedermann, Cynthia@DGS](mailto:Biedermann,Cynthia@DGS)" Cynthia.Biedermann@dgs.ca.gov
"[Benny, Katrina@DGS](mailto:Benny,Katrina@DGS)" Katrina.Benny@dgs.ca.gov

Date: 4/4/2016 10:28:06 AM

Subject: RE: 2016 California Building Standards Code Publication Agreements

How about 11:00 I can put it on everyone's calendar

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Marvelli, Mia@DGS
Sent: Monday, April 04, 2016 8:40 AM
To: de la Motte, Leann@DGS; Biedermann, Cynthia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Building Standards Code Publication Agreements

I have a full afternoon, so let's discuss this am. I have some questions.

I printed a copy for myself

Mia Marvelli, Executive Director
California Building Standards Commission
www.BSC.ca.gov
916.263.0916

From: de la Motte, Leann@DGS
Sent: Monday, April 04, 2016 8:18 AM
To: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS; Benny, Katrina@DGS
Subject: FW: 2016 California Building Standards Code Publication Agreements

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Department of General Services State of California

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

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Sent: Friday, April 01, 2016 9:02 AM

To: Betts, Bruce@DGS

Cc: Mark Johnson

Subject: FW: 2016 California Building Standards Code Publication Agreements

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communication is strictly prohibited. If you have received this communication in error, please notify the sender by return e-mail, and delete the original message and all copies from your system. Thank you.

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)

To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov

["Marvelli, Mia@DGS"](mailto:Marvelli, Mia@DGS) Mia.Marvelli@dgs.ca.gov

["Biedermann, Cynthia@DGS"](mailto:Biedermann, Cynthia@DGS) Cynthia.Biedermann@dgs.ca.gov

Date: 4/4/2016 10:28:36 AM

Subject: RE: 2016 California Building Standards Code Publication Agreements

Works for me – add Kevin to the meeting too.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: de la Motte, Leann@DGS

Sent: Monday, April 04, 2016 10:28 AM

To: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS; Benny, Katrina@DGS

Subject: RE: 2016 California Building Standards Code Publication Agreements

How about 11:00 I can put it on everyone's calendar

Leann de la Motte

Associate Governmental Program Analyst

Building Standards Commission

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Sacramento, CA 95833

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Sent: Friday, April 01, 2016 9:02 AM

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Bruce Betts

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EXHIBIT A

SCOPE OF WORK

The California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on the National Electrical Code. The California code includes both provisions of the model code and amendments to the code adopted by California. The National Fire Protection Association, Inc. (NFPA) owns the copyright to the National Electrical Code and the acronym (NEC).

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and National Fire Protection Association (NFPA) will coordinate the publication of the 2016 California Electrical Code (Title 24, Part 3)

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70® National Electrical Code® 2014 Edition, as well as the trademark to the title National Electrical Code ® and the acronym NEC® (hereinafter referred to as “2014 NEC”); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies electrical code standards and amendments, which may be based on an existing model electrical code, and publishes them as the California Electrical Code, California Code of Regulations, Title 24, Part 3 (hereinafter referred to as the “CEC”); and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the CEC containing those portions of the 2014 NEC, first printing as adopted by CBSC, that have been approved and codified by CBSC, those portions of the 2014 NEC that have been modified by CBSC, and the California amendments thereto (hereinafter referred to as the “2016 CEC”); and
- D. **WHEREAS**, NFPA and CBSC desire to publish the 2016 CEC in a pre -assembled loose-leaf and fully integrated format on or before July 1, 2016; and
- E. **WHEREAS**, NFPA and CBSC desire to make arrangements for annual amendments to the 2016 CEC (hereinafter referred to as the “2016 CEC 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
Debra Rose, NFPA 1 Batterymarch Park Quincy, MA 02269 (617) 984-7595 drose@nfpa.org

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

4. PERFORMANCE DETAILS

Grant of License for CEC.

A. **By NFPA.** Subject to the limitation of section 1 below, NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2014 NEC, NFPA supplements and revisions to the 2014 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2016 CEC, as well as the 2016 CEC 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 NFPA breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fails 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 NFPA or until one hundred and eighty days (180) after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA. If at any time prior to the discontinuation of publication by NFPA 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, 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 NFPA recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA. _
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. Post all supplements which may contain material copyrighted by NFPA on the NFPA and/or Authorized Agent and Licensee's website in "read-only" format.

- B. **By CBSC.** CBSC hereby grants to NFPA an exclusive, worldwide license to copy, print, publish, distribute and sell the 2016 CEC and all 2016 CEC Supplements in accordance with the terms of this Agreement.

5. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, NFPA shall commence the following services:
1. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth in 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 2014 NEC approved and codified by the CBSC, those portions of the 2014 NEC that have been modified by the CBSC, and all California amendments
 2. NFPA shall print and publish all 2016 CEC Supplements on a regular basis so that all customers have an accurate and up-to-date Code, provided, however, that NFPA 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 NFPA and/or Authorized Agent and Licensee's website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.
 3. NFPA shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 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. NFPA and/or Authorized Agent and Licensee 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 CBSC, copies of the 2016 CEC 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 NFPA and/or Authorized Agent and Licensee the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to NFPA and/or Authorized Agent and Licensee the proofed and approved final text on or before May 15, 2016, NFPA and/or Authorized Agent and Licensee 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 CEC.

- 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 CEC. In the event NFPA and/or Authorized Agent and Licensee 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 2014 Licensed Property as originally adopted by CBSC as the 2016 CEC which are thereafter generated by NFPA and/or Authorized Agent and Licensee shall not be printed in the 2016 CEC unless expressly approved by the CBSC.
- D. CBSC shall submit to NFPA and/or Authorized Agent and Licensee its modifications to the 2014 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, NFPA and/or Authorized Agent and Licensee shall furnish to CBSC a copy of the initial draft of the 2016 CEC for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the initial draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the initial draft, NFPA and/or Authorized Agent and Licensee 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 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the second draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a final draft.
- G. NFPA and/or Authorized Agent and Licensee shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 CEC. If CBSC promptly delivers to NFPA and/or Authorized Agent and Licensee the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the 2016 CEC is available for sale within thirty-five (35) days of receipt from 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 NFPA and/or Authorized Agent and Licensee 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 NFPA and/or Authorized Agent and Licensee, 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. NFPA and/or Authorized Agent and Licensee 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 NFPA and/or Authorized Agent and Licensee to abide by the proposed Schedule.

5. Neither NFPA and/or Authorized Agent and Licensee 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 NFPA and/or Authorized Agent and Licensee or 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), 84 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 CEC.
 - 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. NFPA and/or Authorized Agent and Licensee will integrate existing 2014 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. NFPA and/or Authorized Agent and Licensee 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 2014 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 NFPA and/or Authorized Agent and Licensee by CBSC no later than April 1, 2016:
 - a. Cover Art
 - b. Preface
 - c. Acknowledgement
 - d. California Agency Information Contact List
 - e. 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 Electrical Code" etc.
8. State-agency acronyms will be used throughout the 2016 Code.
9. NFPA and/or Authorized Agent and Licensee 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. NFPA and/or Authorized Agent and Licensee shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and Licensee will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
12. A card may be placed in the 2016 Code advertising other NFPA and/or Authorized Agent and Licensee 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. NFPA and/or Authorized Agent and Licensee shall establish a distribution method in consultation with the CBSC.
2. NFPA and/or Authorized Agent and Licensee shall distribute a minimum of 200 complimentary copies of the 2016 Code as per list provided by CBSC on or before July 1, 2016
3. NFPA and/or Authorized Agent and Licensee may wholesale the 2016 Code to other resellers in California.
4. NFPA and/or Authorized Agent and Licensee 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 Electrical Code. Any advertising would be clearly denoted and included as a separate insert.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to NFPA and/or Authorized Agent and Licensee by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to NFPA and/or Authorized Agent and Licensee with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** NFPA and/or Authorized Agent and Licensee agrees to furnish the 2016 Code in loose-leaf format on the following basis:
 1. NFPA and/or Authorized Agent and Licensee shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by NFPA and/or Authorized Agent and Licensee that will entitle the purchaser to receive all 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related Errata sheets from NFPA and/or Authorized Agent and Licensee at no additional charge.
 2. Any bookstore or other vendor may purchase the 2016 Code from NFPA and/or Authorized Agent and Licensee for resale and may resell the same at any price which will entitle the purchaser

to receive all subsequent 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets from NFPA and/or Authorized Agent and Licensee at no additional charge.

3. NFPA and/or Authorized Agent and Licensee shall provide to CBSC the electronic files of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If NFPA and/or Authorized Agent and Licensee develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, NFPA and/or Authorized Agent and Licensee shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.
4. NFPA and/or Authorized Agent and Licensee may include references to NFPA-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate NFPA and/or Authorized Agent and Licensee materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. NFPA and/or Authorized Agent and Licensee may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. NFPA and/or Authorized Agent and Licensee will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>CBSC Contract Administrator</i>
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

- C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, NFPA and/or Authorized Agent and Licensee shall deliver complimentary copies of the 2016 CEC, and automatically, any 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC. NFPA and/or Authorized Agent and Licensee shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make

copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. NFPA and/or Authorized Agent and Licensee shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide NFPA and/or Authorized Agent and Licensee with names and delivery addresses of the current and any new Commissioners as well as notifying NFPA and/or Authorized Agent and Licensee of any terminations.
 2. NFPA and/or Authorized Agent and Licensee shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 CEC Supplements, directly to the following state agencies in the quantities specified by CBSC.
- D. **Subscription Service.** In order to ensure that the 2016 CEC purchased from NFPA and/or Authorized Agent and Licensee or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, NFPA and/or Authorized Agent and Licensee shall make available to all purchasers of the 2016 CEC, all 2016 CEC Supplements, all supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, at no additional cost. NFPA and/or Authorized Agent and Licensee shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CEC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.
- E. **Funding.** NFPA and/or Authorized Agent and Licensee 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code

Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A
Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

- California State Archives, 1020 O Street, Sacramento, CA 95814
- California State Library, Information Resources and Government Publications, P.O. Box 942837, Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**
- California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA 95929-0295
- Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285
- Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172
- Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
- Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008
- San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101
- San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050
- San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
- Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
- University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000
- University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292
- University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575
- University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175
- University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of

the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

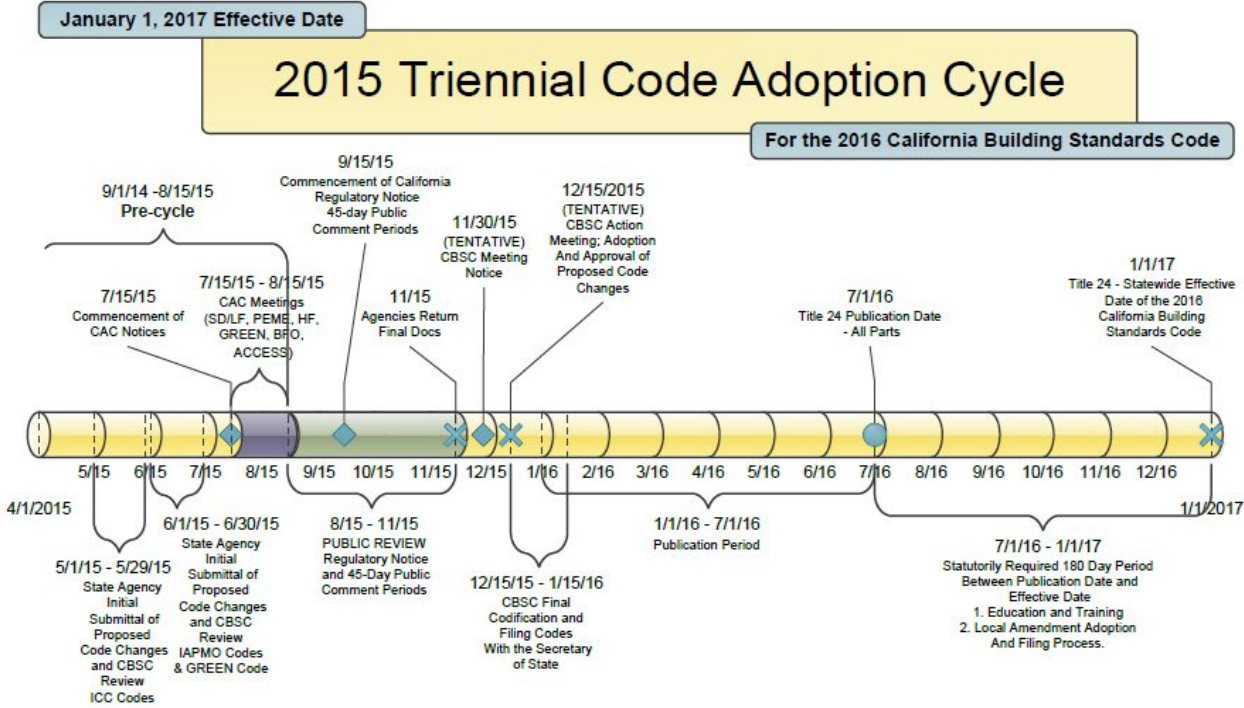
- A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497

- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
Honold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533
Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403

- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

2016 Intervening Code Adoption Cycle Timeline –



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

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 Building and Mechanical Officials (IAPMO) owns the copyrights to these model codes; therefore, IAPMO must be the publisher of these California codes, if they are each going to contain 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 Building and Mechanical Officials (IAPMO) will coordinate the publication of the 2016 California Mechanical Code (Title 24, Part 4) and the 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 for 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 sublicense 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. 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 2014 UMC/UPC approved and codified by the CBSC, those portions of the 2014 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 2015 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 2015 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 2015 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 2015 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 a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. IAPMO will maintain the mailing list, and print, mail and 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.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to IAPMO by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to IAPMO with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** IAPMO agrees to furnish the 2016 Code in loose-leaf format on the following basis:
1. IAPMO shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by IAPMO that will entitle the purchaser to receive all 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related Errata sheets from IAPMO at no additional charge.
 2. Any bookstore or other vendor may purchase the 2016 Code from IAPMO for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets from IAPMO at no additional charge.
 3. IAPMO shall provide to CBSC the electronic files of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If IAPMO develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, IAPMO shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.

4. IAPMO may include references to IAPMO-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate IAPMO materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. IAPMO may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. IAPMO will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>CBSC Contract Administrator</i>
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, IAPMO shall deliver complimentary copies of the 2016 CMC/CPC, and automatically, any 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets, directly to the Depository Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC hereto in the quantities specified therein. IAPMO shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. IAPMO shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide IAPMO with names and delivery addresses of the current and any new commissioners as well as notifying IAPMO of any terminations.
2. IAPMO shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 CMC/CPC Supplements, directly to the following state agencies in the quantities specified by CBSC.

- D. **Subscription Service.** In order to ensure that the 2016 CMC/CPC purchased from IAPMO or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, IAPMO shall make available to all purchasers of the 2016 CMC/CPC, all 2016 CMC/CPC Supplements, all supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets, at no additional cost. IAPMO shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CMC/CPC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.
- E. **Funding.** IAPMO 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or

supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837,
Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA
95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172
Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008
San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000
University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292
University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575
University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
Law Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747

- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501- 0533
- Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100

County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534

County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650

Law McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955

Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340

Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612

Law Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804

Law Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203

Law Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814

Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508

Law San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401

San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410

San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410

Law San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999

San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030

Law San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202

San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403

Law San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408

Law San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063

San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592

Law Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101

Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019

Law Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004

Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500

Law Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060

Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060

Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454

Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401

Law Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403

Sonoma County Library, 211 E Street, Santa Rosa, CA 95404

Law Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106

Law Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612

Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166

Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202

Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320

Law University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210

Law Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA
95616-5203

University of California, Irvine Libraries, Government Information Department, Building 520, Ayala
Science Library Receiving Dock, Irvine, CA 92697

Law University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los
Angeles, CA 90095-1458

University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900,
Riverside, CA 92517-5900

University of California, Santa Cruz, University Library, Government Publications, 1156 High
Street, Santa Cruz, CA 95064

Law University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764

Law University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, CA 92110-2492

Law University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA
94117

Law University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072

University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale
Parkway, Los Angeles, CA 90089-0048

Law Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020

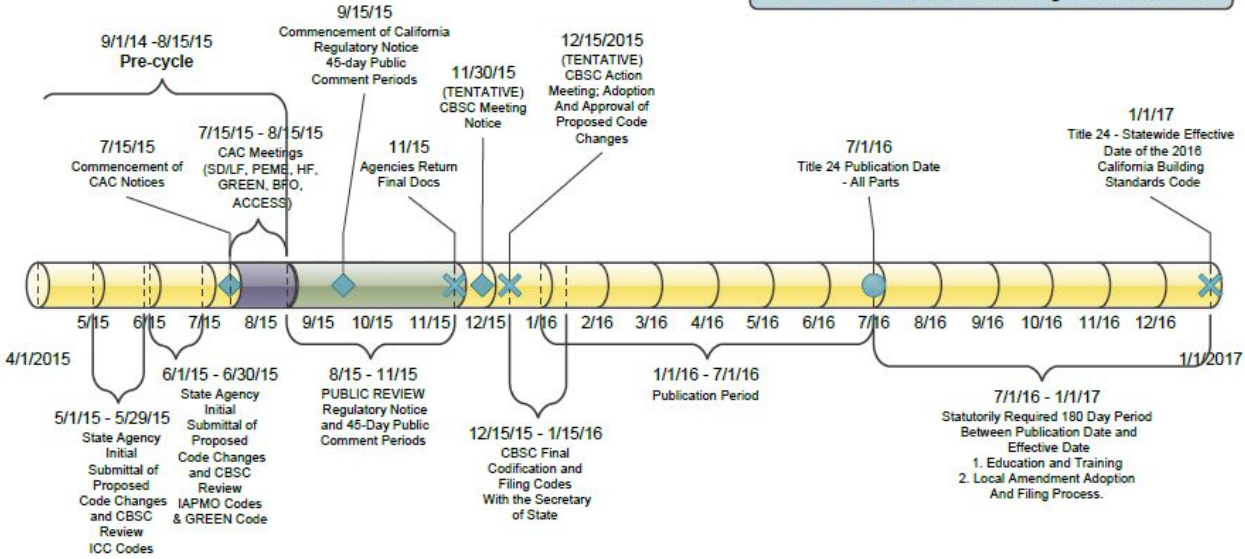
Law Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

January 1, 2017 Effective Date

2015 Triennial Code Adoption Cycle

For the 2016 California Building Standards Code



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

From: Betts_Bruce@DGS
To: ["de la Motte_Leann@DGS"](mailto:de la Motte_Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/4/2016 4:35:37 PM
Subject: FW: NFPA & IAPMO Agreements
Attachments: [NFPA 2016 PT 3 SOW - OBAS.docx](#)
[IAPMO 2016 SOW - OBAS.docx](#)

Hi Leann,

Just to confirm our discussion from the conference call, these are the versions of the agreements that I will be sending to NFPA & IAPMO tomorrow. I also want to confirm that the vendor's contract administrator listed in the agreements are correct. That is the POC I will be working with. Thank you

[Bruce Betts](#)

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS

Sent: Wednesday, March 30, 2016 7:55 AM

To: de la Motte, Leann@DGS

Subject: NFPA & IAPMO Agreements

Good morning Leann,

As discussed on our conference call Monday, I have attached the final versions of the NFPA and IAPMO agreements. Please confirm that it is ok to send these agreements to the contractors. Also, please verify that the contractor's contract administrator listed on page 2 of the agreements is the correct POC. This is who I will be contacting for review and gathering of the required documents. Thanks

[Bruce Betts](#)

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Biedermann, Cynthia@DGS](mailto:Biedermann_Cynthia@DGS)
To: leticia.gallegos@iapmo.org
Date: 4/4/2016 4:58:58 PM
Subject: 2016 CMC & CPC: Contract Update

Leticia,

Please let Russ know that the updated contract for the 2016 California Mechanical and Plumbing Codes should be sent via email tomorrow. As you know, we have been working with the new contract team to expedite the process on this end. Can you advise how quickly the contract can be reviewed on your end

Thank you in advance for your prompt attention to this inquiry

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: [Biedermann, Cynthia@DGS](mailto:Biedermann_Cynthia@DGS)
To: ["Russ Chaney" Russ.Chaney@iapmo.org](mailto:Russ.Chaney@iapmo.org)
["Leticia Gallegos" leticia.gallegos@iapmo.org](mailto:Leticia.Gallegos@iapmo.org)
Date: 4/5/2016 8:50:39 AM
Subject: RE: 2016 CMC & CPC: Contract Update

Thank you Russ

Regards,

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

-----Original Message-----

From: Russ Chaney [mailto:Russ.Chaney@iapmo.org]
Sent: Monday, April 04, 2016 5:53 PM
To: Biedermann, Cynthia@DGS; Leticia Gallegos
Cc: Day, Kevin@DGS; Benny, Katrina@DGS
Subject: Re: 2016 CMC & CPC: Contract Update

Hello Cynthia

I'll be back in my office tomorrow and I will review there contract as soon as it arrives and as soon as we can review with our legal department I'll be delighted to sign and return to you the executed docs. I'll try to get this back to you by Friday.

Thanks very much

All the best

GP Russ Chaney
CEO, The IAPMO Group

From: "Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov mailto:Cynthia.Biedermann@dgs.ca.gov
Date: Monday, April 4, 2016 at 4:58 PM
To: Leticia Gallegos leticia.gallegos@iapmo.org mailto:leticia.gallegos@iapmo.org
Cc: Chaney Russ Russ.Chaney@iapmo.org mailto:Russ.Chaney@iapmo.org , "Day, Kevin@DGS" Kevin.Day@dgs.ca.gov mailto:Kevin.Day@dgs.ca.gov , "Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov mailto:Katrina.Benny@dgs.ca.gov
Subject: 2016 CMC & CPC: Contract Update

Leticia,
Please let Russ know that the updated contract for the 2016 California Mechanical and Plumbing Codes should be sent via email tomorrow. As you know, we have been working with the new contract team to expedite the process on this end. Can you advise how quickly the contract can be reviewed on your end
Thank you in advance for your prompt attention to this inquiry
Regards,
Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

Store > State and Local Codes > California

California

2013 CALIFORNIA CODES

Based on the 2012 International Codes®, the 2013 California Title 24 codes will be available July 1, 2013 and include a free subscription service for all State updates. The 2013 California codes become mandatory January 1, 2014 and include: Administrative, Building, Residential, Electrical, Mechanical, Plumbing, Energy, Fire, Green Building Standards (CALGreen), and Referenced Standards. These codes are supported by 2012 International Codes® references and study tools.



2013 California Title 24 - Complete Collection

As low as: \$1,065.00



2013 California Title 24 - Home Builder's Collection

As low as: \$665.00



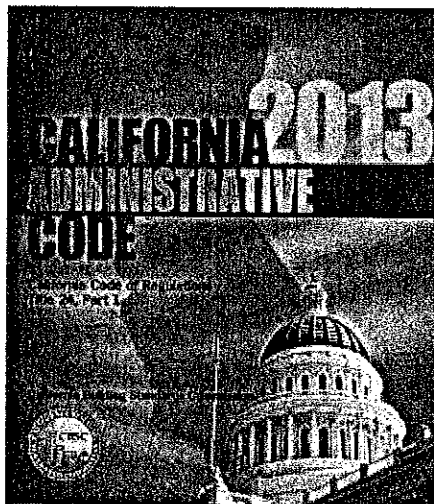
2013 California Title 24 - Designer Collection

As low as: \$532.00



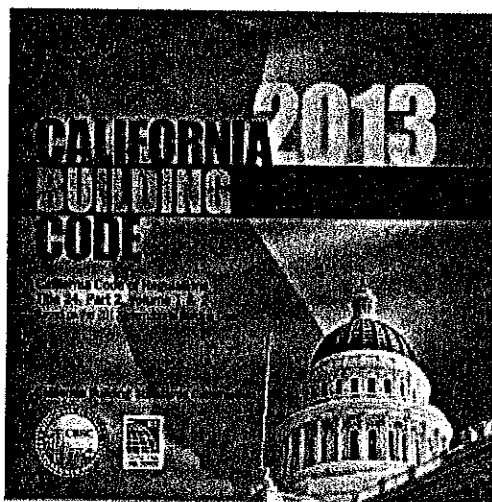
2013 California Title 24 - Building and Fire Combo

As low as: \$297.00



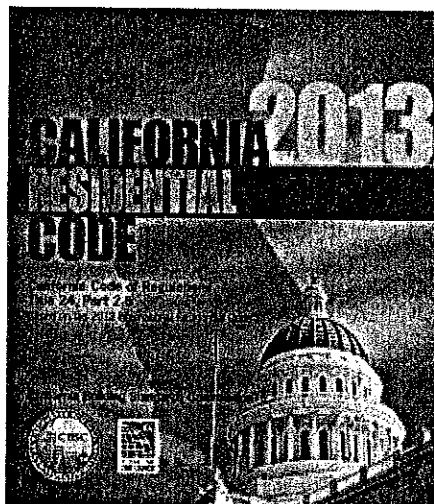
2013 California Administrative Code, Title 24, Part 1

As low as: \$43.00



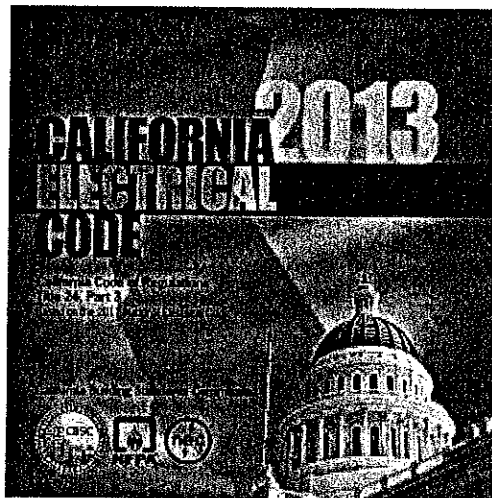
2013 California Building Code, Title 24, Part 2 (Volumes 1 & 2 – Includes Parts 8 & 10)

As low as: \$217.00



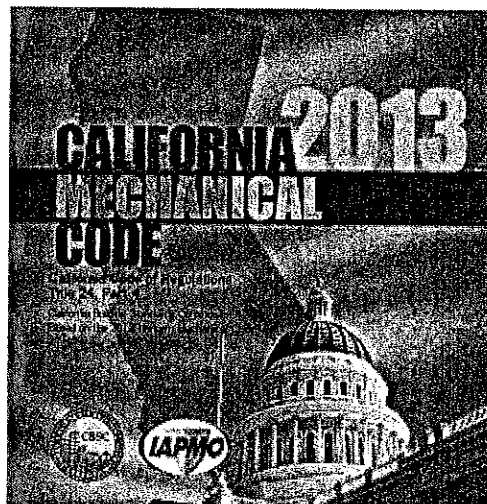
2013 California Residential Code, Title 24, Part 2.5

As low as: \$99.00



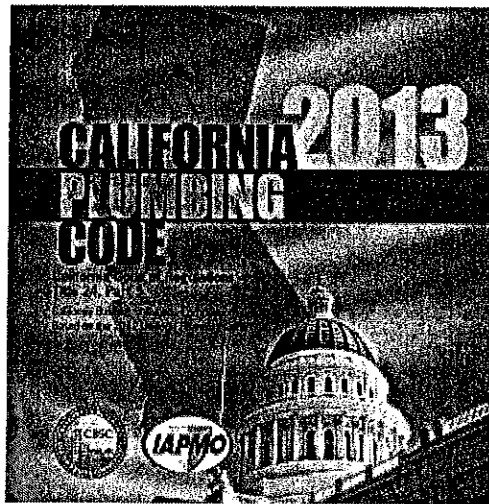
2013 California Electrical Code, Title 24, Part 3

As low as: \$184.00



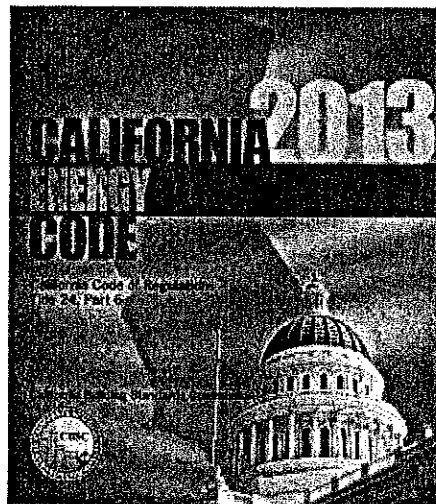
2013 California Mechanical Code, Title 24 Part 4

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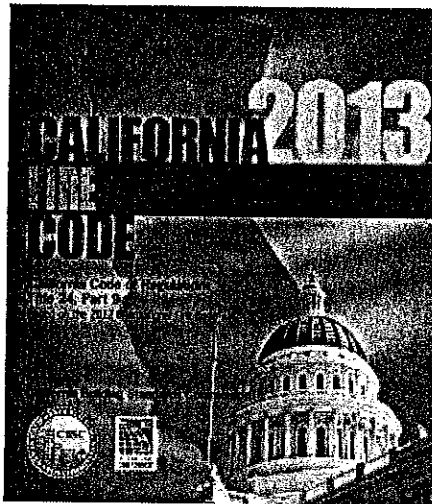
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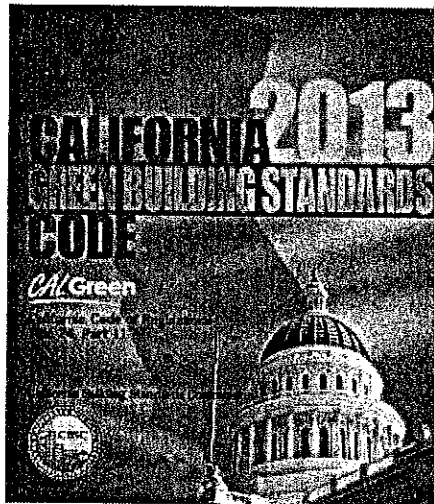
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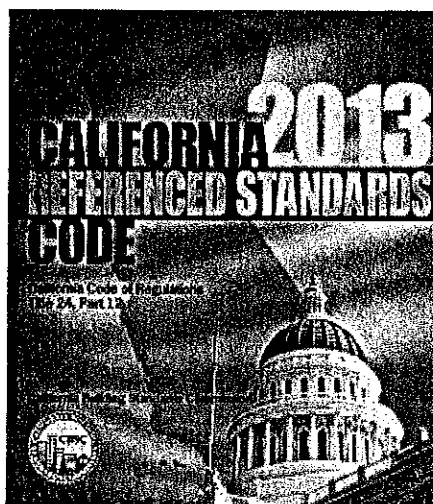
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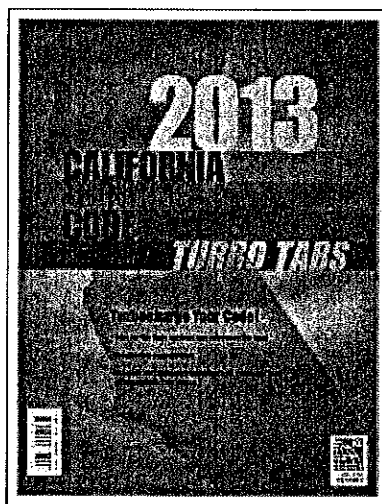
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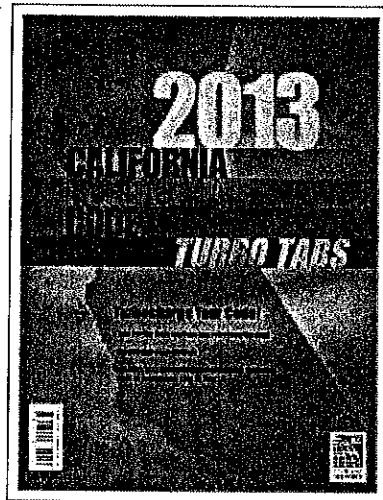
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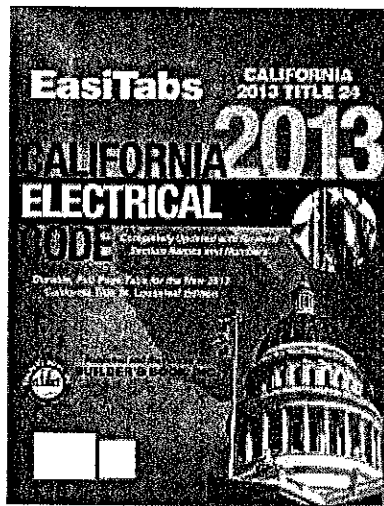
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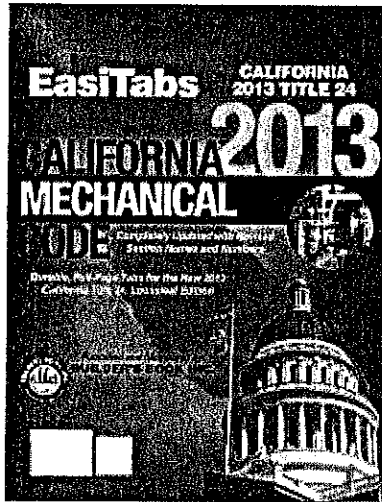
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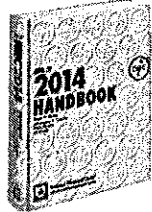
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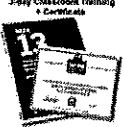
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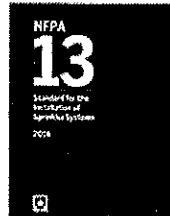


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Updates in the 2016 NFPA 13: Standard for the Installation of Sprinkler Systems help designers, engineers, contractors, and installers develop the best fire sprinkler defense for any occupancy.

Fire protection challenges have changed along with construction materials and types of storage. Get equipped for today's hazards by getting up-to-code with the new industry standard for the automatic sprinkler system design, installation, and acceptance testing; hanging and bracing systems; underground piping; and seismic protection.

Revisions to commodity classification tables in the 2016 NFPA 13 present the most significant update to the tables in over 30 years.

Updated classification tables in Chapter 5 Annex based on today's materials help sprinkler system designers avoid common errors in classifying commodities. The new tables improve accuracy and reduce the risk for mistakes that could prove catastrophic in a fire.

A task group addressed the costly problem of corrosion in piping.

In a major change that impacts installers, the 2016 NFPA 13 adds a new requirement that a single air vent be installed for each wet sprinkler system to help reduce potential corrosion activity due to trapped air. A task group concluded that venting the trapped air in a wet system can decrease water delivery time, reduce alarm ring delay, reduce water flow alarm cyclic ringing, and reduce corrosion activity.

Other changes provide more flexible options for sprinkler design:

- A new protection scheme for exposed bay plastics in racks has been added to Chapter 17, in response to the potential for serious fires.
- New language added to Chapter 8 based on studies done by the Fire Protection Research Foundation allows sprinklers to be omitted above certain cloud ceiling configurations.
- Conversions to metric have switched from an exact conversion into an approximate conversion to make the Standard more usable and cost effective on a global scale.
- A new provision requires listed window sprinklers to be used where glazing assemblies are used as an alternative to fire-resistance-rated construction.
- Revisions in Chapter 9 address the use of concrete anchors
- An alternative storage protection scheme has been added for certain storage arrangements, similar to the Scheme A allowance in NFPA 30: Flammable and Combustible Liquids Code.

Gain the edge in sprinkler protection to prevent fire deaths and property loss.

NFPA 13: Standard for the Installation of Sprinkler Systems advances how sprinkler system designers, installers, maintainers, and AHJs can safeguard people and property against fire. Improve automatic fire sprinkler effectiveness and avoid errors using the new research-based 2016 edition of NFPA 13: Installation of Sprinkler Systems. (Softbound, 488 pp., 2016)



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Get more from your *Fire Prevention Week*™ dollars with NFPA Value Packs! This year we have an exciting new addition: the *Fire Safety Sports Box*. Perfect for community sports events, it's an incredible value, durable, and 100% kid friendly!

Youth sport events are a terrific place to reach hundreds of families in one place, ready to interact with their local firefighters!

Whether you're at a sports complex, the neighborhood center or at the football, baseball, or soccer fields -- there will be loads of opportunity to reach families in your community. NFPA's *Fire Safety Sports Box* is filled with all kinds of cool stuff kids will love -- "Team Up for Fire Safety" Soft Slap Bracelets, Sparky's Team Up for Fire Safety Water Bottles, temporary Sparky the Fire Dog® Tattoos, Team Up for Fire Safety Flag, and more! It contains everything you need to attract a crowd and get them focused on fire safety. Everything comes inside this colorful, eye-catching box -- you just grab 'n go.

NFPA's *Fire Safety Sports Box* makes it a snap to organize your Fire Prevention Week efforts because everything is already put together for you in one big box!

Fire safety educators, make the most of your captive audience at youth sporting events with the *Fire Safety Activities for Your Team Sports Brochure*. It's packed with races, games, and activities for everyone -- with step-by-step instructions. A special bonus: receive home fire drill flash cards that show what to do if the smoke alarm sounds.

Every item is durable and rugged, crafted from the finest materials, and of course, 100% kid-friendly! Everyone's a winner with our new *Fire Safety Sports Box*, available in quantities of 100, 150, and 200. Order now.

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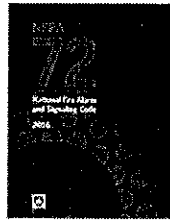


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State-of-the-art coverage in the 2016 NFPA 72®: National Fire Alarm and Signaling Code reflects new technologies and applications.

The traditional role of fire alarm systems is rapidly evolving. Now, the benchmark for fire alarm systems has changed to give designers, engineers, contractors, installers, and inspectors rules that reflect the current state of the field. An industry milestone, the 2016 edition of *NFPA 72: National Fire Alarm and Signaling Code* has the most advanced provisions ever developed for the application, installation, location, performance, and inspection, testing, and maintenance of fire alarm and emergency communications systems -- including Mass Notification Systems (MNS).

New NFPA 72 facilitates interconnections using networks.

A special task group on networks addressed the risk analysis, design, application, installation, and performance of networks and networking equipment in fire alarm systems, fire EVACS, and MNS. As a result of their findings, *NFPA 72* includes a new circuit designation called Class N pathways permitting the use of networks and Ethernet when interconnecting a fire alarm system.

Other changes help you avoid the loss of critical coverage and ensure system interfaces function correctly, such as:

- Significant revisions in Chapter 21, Emergency Control Function Interfaces and Chapter 24, Emergency Communications Systems
- Revisions to Level 2 and Level 3 pathway survivability requirements revised to provide greater flexibility of use and to address other "fire-resistive" methods
- A new Annex on Guidelines for Emergency Communication Strategies for Buildings and Campuses

Hundreds of other revisions make the 2016 NFPA 72 indispensable.

New and updated definitions bring the Code up-to-date and put all users on the same page. The 2016 edition of *NFPA 72: National Fire Alarm and Signaling Code* covers new ground from beginning to end. Order direct from NFPA®, the Code source. (Softbound, 369 pp., 2016)



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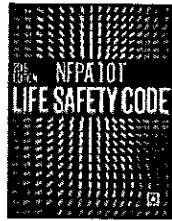
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Protect people where they live, work, and play with NFPA's *Life Safety Code* -- the most widely used source for strategies for occupant safety throughout the life cycle of a building. As the built environment and risks evolve, so do the challenges to protect people from fire and related hazards. The 2015 *Life Safety Code* provides a flexible approach that adapts to nontraditional use of buildings; innovative designs; and new technologies, materials, and construction practices. It is the only document that addresses life safety in both new and existing structures.

There's no substitute for the latest NFPA 101 in any occupancy -- from assembly to health care, industrial, and residential.

Essential for architects, engineers, building owners and building managers, hospital administrators, and AHJs, *NFPA 101* covers it all: Egress, sprinklers, alarms, emergency lighting, smoke barriers, and special hazard protection.

Changes advance safety and improve options for building design:

- Atrium walls are now permitted to serve as part of the separation for creating separated occupancies, offering greater flexibility in building design.
- New requirements enhance public safety, such as calculating occupant load for business uses that better represents how the space is used.
- Requirements permitting the use of alcohol-based hand-rub (ABHR) dispensers are included in more occupancy chapters, reflecting their widespread use.
- New mandates for carbon monoxide detection and alarm are included for new educational and new day care facilities for greater safety to life where CO might be generated.
- Expanded provisions concerning the responsibilities, training, and duties of crowd managers help ensure emergency readiness in places such as sports arenas, nightclubs, and concert halls.
- Revised rules permit door locking in new and existing residential board and care facilities, based on clinical needs to secure residents for their own safety.

Other changes help provide for safer, more homelike health care facilities:

- Health care occupancy provisions allow nursing home minimum corridor width to be reduced within small smoke compartments.
- Provisions added to permit doors to be disguised with murals for settings like dementia units.
- New self-contained ambulatory health care chapters improve code usability with one-stop access.

Make sure your knowledge is up-to-date and your facilities meet code. Base your decisions on the 2015 *NFPA 101* and tackle safety challenges effectively. (Softbound, 520 pp., 2015)



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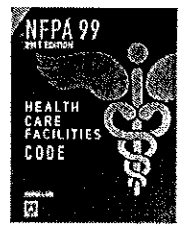
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Building on its successful risk-based approach, the 2015 edition of NFPA 99: Health Care Facilities Code improves usability for better health care safety.

The 2015 edition *NFPA 99: Health Care Facilities Code* provides performance criteria for health care facilities that builds on the risk-based approach introduced in the 2012 *NFPA 99*, where it is the risk posed to patients and staff, not the type of building, that defines safety guidelines. Provisions govern installation, inspection, testing, maintenance, performance, and safe practices for facilities, material, equipment, and appliances -- including medical gas and vacuum systems formerly found in *NFPA 99C*.

Major changes in the 2015 NFPA 99 make performance criteria more usable, enforceable, and adoptable:

- Requirements correlate with the 2014 *NFPA 70®: National Electrical Code®*.
- New provisions address using fuel cell systems for backup power, allowing the use of new technology while ensuring the same minimum level of safety.
- Type 3 Essential Electrical System requirements have been removed from *NFPA 99* -- deferring to other codes for required egress lighting.
- Updated requirements for nurse call systems incorporate widely used terminology and align with the Facility Guidelines Institute (FGI).

Other revisions respond to new information and the evolving industry.

- Revised minimum allowable temperature for cylinders for nitrous oxide and carbon dioxide help avoid potential loss of pressure.
- Rewritten Category 3 Medical Gas and Vacuum Systems provisions are aligned with the requirements for Category 1 and 2 Systems, with requirements specific to dental drive gas and dental vacuum systems.
- First-time requirements for oxygen-concentrator-based refilling systems reflect their increasing use in today's health care setting.

Keep health care facilities up-to-code and patients and staff safe.


The 2015 *NFPA 99* is a must-have resource for everyone involved in health care safety including contractors, engineers, facility managers, AHJs, plumbers, gas and vacuum system installers, security personnel, insurance companies, and manufacturers. (Softbound, 207 pp., 2015)



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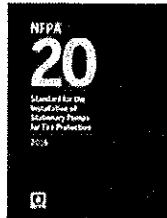
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The 2016 NFPA 20 expands requirements to cover new technology and address communication gaps.

Updated for new technology and vital clarification on pumps in series, new NFPA 20: *Installation of Stationary Pumps for Fire Protection* gives you the latest requirements to ensure fire pumps are ready for action. This Standard offers comprehensive requirements for fire pumps, limited service controllers, and pumps in series. Designers, engineers, contractors, and installers can look to this expanded source for the latest coverage of today's technologies and up-to-date requirements for:

- Fire pump design
- Electrical and mechanical construction
- Acceptance testing
- Operation

Now with first-time requirements for multistage multiport pumps that give designers and engineers more options.

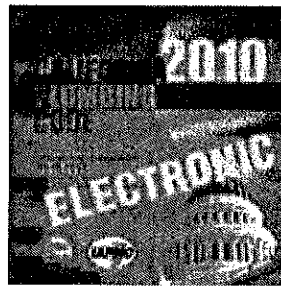
Added coverage of multistage multiport pumps – which are used primarily outside of North America – offers new options to system designers and engineers. These pumps replace a series arrangement, with new potential for end-user cost savings.

Clarified criteria for series fire pumps will impact communication between rooms.

The 2016 NFPA 20 clarifies the requirements for fire pumps arranged in series with new information designers and contractors will need to know to install these types of pump arrangements correctly and ensure they can communicate as intended. In another change, the added Annex C, Fire Pump Controller Connectivity addresses remote communications from the fire pump controller to an external source to gather system performance data over the Internet.

Avoid pump failure or damage.

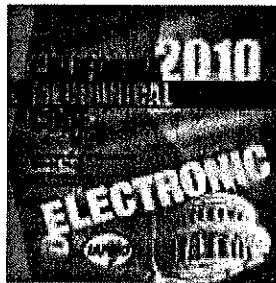
Get the facts you need to ensure fire pump readiness and reliability in the up-to-date NFPA 20. Softbound, 167 pp., 2016)



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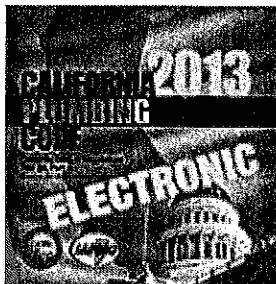
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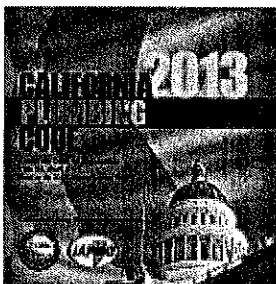
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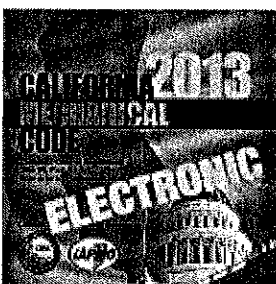
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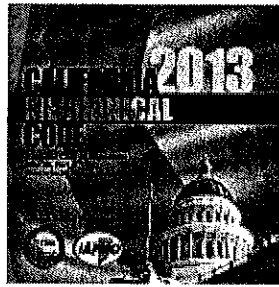
[2013 California Mechanical Code](#)

Regular price: \$154.00

Member price: \$123.20

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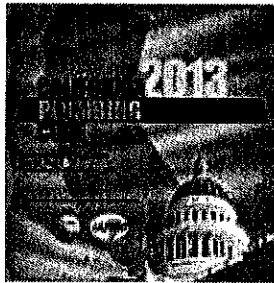
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Member price: \$80.80

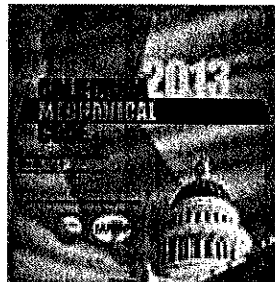
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Regular price: \$101.00

Member price: \$80.80

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From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.deLaMotte@dgs.ca.gov
Date: 4/6/2016 8:46:50 AM
Subject: Consideration Value of Code Publications
Attachments: [Code Sales Information.pdf](#)

Good morning Leann,

SCM Vol 1 7.45 requires that we establish a monetary value of the consideration that agreements provide to the contractors. We will need to estimate, perhaps with the contractors' assistance, the value of consideration each agreement will provide. I have attached information from each vendor's web site indicating the pricing for the 2013 code books. If the 2013 contracts required reporting of sales, we could use this information to estimate the consideration value of the 2016 publications. If not, CBSC will need to estimate the future annual sales. We will need this information early next week prior to the agreements going to OLS. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 3187607
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, Building Standards Commission

CONTRACTOR'S NAME

International Code Council

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

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 – State Agencies	1 Page
Exhibit A, Attachment D – 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 Code Council

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Mark A. Johnson, Executive Vice President & Director of Business Development

ADDRESS

3060 Saturn Street, Suite 100
 Brea, CA 92821

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services, Building Standards Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)



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 Administrative Code (California Code of Regulations, Title 24, Part 1), California Energy Code (California Code of Regulations, Title 24, Part 6), California Historical Building Code (California Code of Regulations, Title 24, Part 8), California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), and California Referenced Standards Code (California Code of Regulations, Title 24, Part 12)

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and the International Code Council (ICC) will coordinate the publication of the above referenced parts of the 2016 California Building Standards Code (Title 24, California Code of Regulations).

- A. **WHEREAS**, CBSC is the sole owner of the copyrights to the 2013 California Administrative Code (Title 24, Part 1), 2013 California Energy Code (Title 24, Part 6), 2013 California Historical Building Code (Title 24, Part 8), 2013 California Green Building Standards Code (Title 24, Part 11) and 2013 California Referenced Standards Code (Title 24, Part 12) (collectively, "Licensed Property"); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies building code standards and amendments pursuant to Section 18928.1 of the California Health and Safety Code; and
- C. **WHEREAS**, CBSC desires to publish, on or before July 1, 2016, 2016 editions of the Licensed Property, as part of the 2016 State Building Code (SBC); and
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2016 editions of the Licensed Property in a pre-assembled loose leaf format; and
- E. **WHEREAS**, ICC and CBSC desire to make available necessary annual amendments from time to time to the 2016 editions of the Licensed Property, as well as supplements to the 2016 editions of the Licensed Property in response to emergency regulations (the 2016 editions of the Licensed Property, amendments thereto, supplements thereto in response to emergency regulations, and all related errata sheets, collectively referred to herein as "the 2016 Code")

2. TERM

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

3. PROJECT REPRESENTATIVES

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

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

Contractor's Contract Administrator
Mark Johnson International Code Council 3060 Saturn Street, Suite 100 Brea, CA 92821 Fax No. : (562) 699-9721

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

4. PERFORMANCE DETAILS

A. **Grant of License; Ownership.**

CBSC grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, sublicense and sell the 2016 Code in any format, including print and electronic, in accordance with the terms of the Agreement. CBSC shall retain the right to create and distribute derivative or secondary works (such as handbooks, checklists, training materials and study guides) that incorporate 2016 Code text.

1. The 2016 Code shall remain the property of the CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the 2016 Code to ICC.
2. The ownership rights defined in paragraph 1 above shall survive the termination of this Agreement.
3. In the event ICC breaches its obligations provided in Paragraphs 2, 3, 4, 5 or 6, or terminates this Agreement, or otherwise discontinues to publish or fails to make available for sale the 2016 Code, then CBSC may print and publish or authorize the printing of and publication of the 2016 Code for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the Title 24 (viz., 2016 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2016 Code, 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 the 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 ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of the 2016 Code, whichever occurs first, without compensating ICC.

5. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, ICC shall commence the following services:

1. ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2016 Code in a loose-leaf format on or before July 1, 2016.
2. ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 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. 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 July 1, 2016 or at a later date as set by the CBSC, copies of the 2016 SBC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property that have been modified by the 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 approve the final edited draft manuscript on or before May 15, 2016. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2016, ICC 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 SBC.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which the CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2016 SBC.
- C. All Errata and/or Supplements to the 2015 Licensed Property as originally adopted by the CBSC as the 2016 SBC which are thereafter generated by the ICC shall not be printed in the 2016 SBC unless expressly approved by the CBSC.
- D. CBSC shall submit to ICC its modifications to the 2015 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2016 SBC for review by CBSC.
- E. Within a reasonable time after receipt of the initial draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the initial draft, ICC 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 SBC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.

- G. Upon approval of the final draft blueline, ICC shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 SBC. If CBSC promptly delivers to ICC the submissions, ICC shall ensure that the 2016 SBC is available for sale on or before July 1, 2016.
- 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. The CBSC and the ICC 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 the CBSC submits any Supplements or errata to ICC, 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. ICC shall notify the 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. The CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, the CBSC shall expect the ICC to abide by the proposed Schedule.
 5. Neither ICC 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 ICC 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), 84 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 SBC.

- 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 the CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - e. ICC and CBSC will work out a schedule for completion of the code to ensure publication and its availability on or before July 1, 2016. Exhibit A, Attachment E, 2015 California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.
2. Italics shall not be used to identify defined terms.
 3. The front of each volume shall contain the following documents. This information will be provided to ICC by CBSC no later than March 1, 2016:
 - a. Cover Art
 - b. Copyright Notice
 - c. Preface
 - d. Acknowledgement
 - e. California Agency Information Contact List
 4. [MJ1]California language will be in italics or other form as specified by codification.
 5. All chapters will begin on a right hand page.
 6. Footers will read "2016 California Building Code" etc.
 7. State-agency acronyms will be used throughout the 2016 Code.
 8. ICC will submit binder specifications for approval by CBSC.
 9. 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.
 10. ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
 11. A card may be placed in the 2016 Code advertising other ICC publications.

J. Supplements and Errata

1. Supplements to the 2016 code shall be printed on 20 lb. light blue paper 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 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. ICC shall establish a distribution method in consultation with the CBSC.
2. ICC shall distribute a minimum of 200 complimentary copies of the 2016 Code as per the Exhibit A, Attachment C.
3. ICC may wholesale the 2016 Code to other resellers.
4. ICC 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 at the back.

Exhibit A, Attachment A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837, Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA 95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172

Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008

San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101

San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050

San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102

Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305

University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000

University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292

University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575

University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175

University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-
9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- Law** A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814

- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
Honold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533
Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814

- Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA
92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino,
CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard
Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St.,
Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo,
CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor,
Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El
Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA
95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA
93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire
Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA
95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park,
CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA
95616-5203
University of California, Irvine Libraries, Government Information Department, Building
520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard
Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box

5900, Riverside, CA 92517-5900

University of California, Santa Cruz, University Library, Government Publications, 1156
High Street, Santa Cruz, CA 95064

Law University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764

Law University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA
92110-2492

Law University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San
Francisco, CA 94117

Law University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA
90089-0072

University of Southern California, Government Documents, Von Kleinsmid Library, 3518
Trousdale Parkway, Los Angeles, CA 90089-0048

Law Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-
2020

Law Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

State Agencies

A List of State Agencies will be sent on or before July 1, 2016 under separate cover.

Exhibit A, Attachment B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814

- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533
Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814

- Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA
92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino,
CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard
Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St.,
Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo,
CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor,
Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El
Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA
95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA
93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire
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Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park,
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- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA
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- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard
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University of California, Riverside, Rivera Library, Government Publications, P.O. Box

5900, Riverside, CA 92517-5900

University of California, Santa Cruz, University Library, Government Publications, 1156
High Street, Santa Cruz, CA 95064

Law University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764

Law University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA
92110-2492

Law University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San
Francisco, CA 94117

Law University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA
90089-0072

University of Southern California, Government Documents, Von Kleinsmid Library, 3518
Trousdale Parkway, Los Angeles, CA 90089-0048

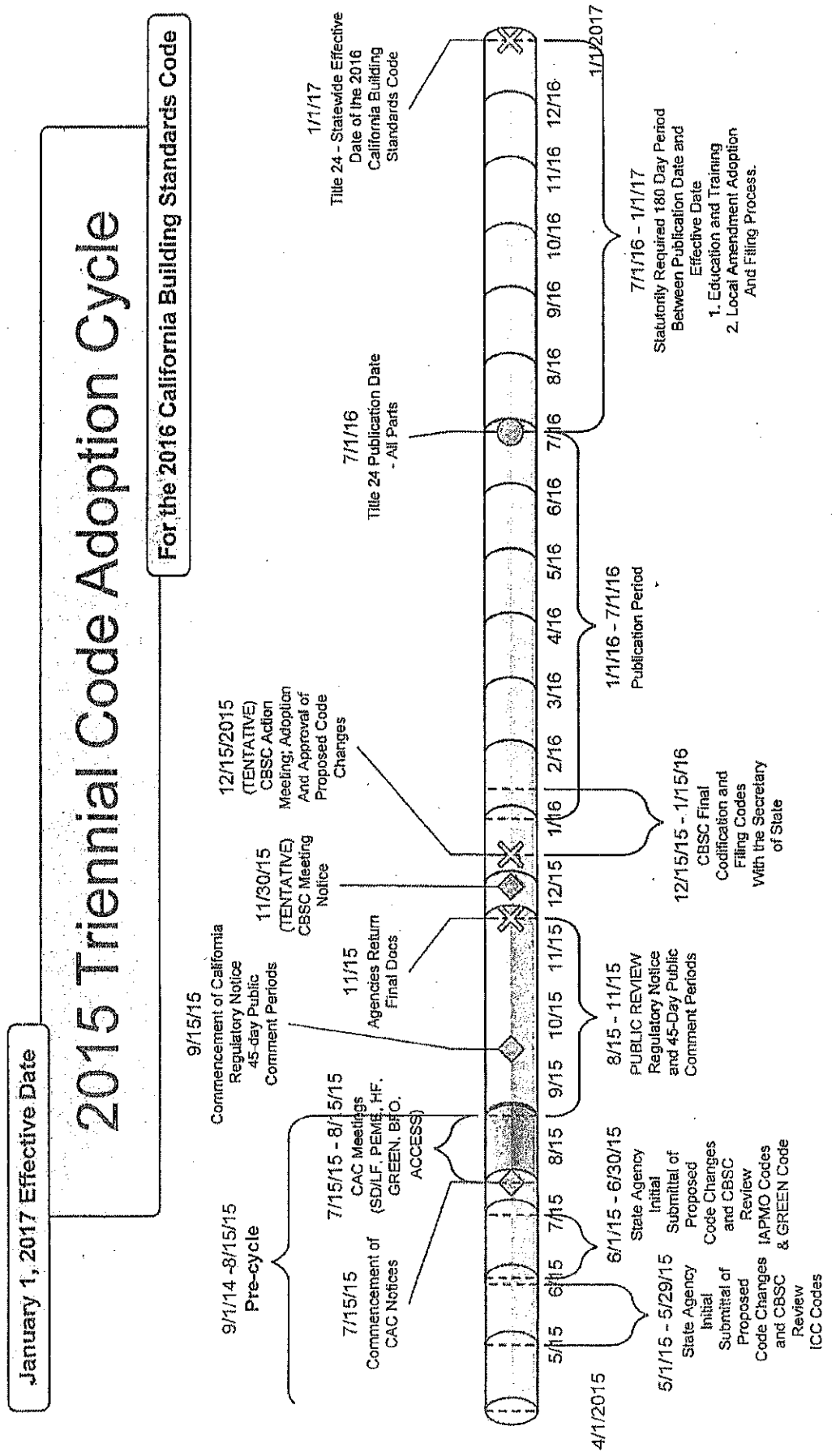
Law Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-
2020

Law Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

Exhibit A, Attachment C

State Agencies

A List of State Agencies will be sent on or before July 1, 2016 under separate cover.



- CAC Committees:**
- SDLF – Structural Design/ Lateral Forces
 - PEME – Plumbing, Electrical, Mechanical & Energy
 - HF – Health Facilities
 - GREEN – Green Building
 - BFO – Building, Fire & Other
 - ACCESS – Accessibility

* All dates are subject to change

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to ICC by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ICC with respect to this Agreement or the licenses granted hereunder.
- A. **Sale of Code.** ICC agrees to furnish the 2016 Code in loose-leaf format on the following basis:
1. ICC shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related Errata sheets from ICC at no additional charge.
 2. Any bookstore or other vendor may purchase the 2016 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge.
 3. ICC shall provide to CBSC the electronic files in word format of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If ICC develops a fee based electronic subscription service with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such electronic subscription service available to the CBSC for internal use as provided in this subparagraph.
 4. ICC may include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). ICC language/materials will be differentiated from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
 5. ICC may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
 6. ICC will send the State a quarterly report commencing on July 1, 2016, which will provide information on orders processed from the previous quarter. The report will include the total number of copies distributed and total revenue received. If no orders are processed, the Contractor will send a report indicating no orders were

processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>CBSC Contract Administrator</i>
2525 Natomas Park Drive #130 Sacramento, CA 95833

- B. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, ICC shall deliver complimentary copies of the 2016 SBC, and automatically, any 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment B hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment C hereto and copies to the State agencies listed in Attachment D hereto in the quantities specified therein. ICC shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.
1. ICC shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.
 2. ICC shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 SBC Supplements, directly to the following state agencies in the quantities specified by Attachment D.
- D. **Subscription Service.** In order to ensure that the 2016 SBC purchased from ICC or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, ICC shall make available to all purchasers of the 2016 SBC, all 2016 SBC Supplements, all supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, at no additional cost. ICC shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 SBC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.

- E. **Funding.** 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 therefore by the State Legislature as approved by the Governor.

Exhibit A, Attachment C

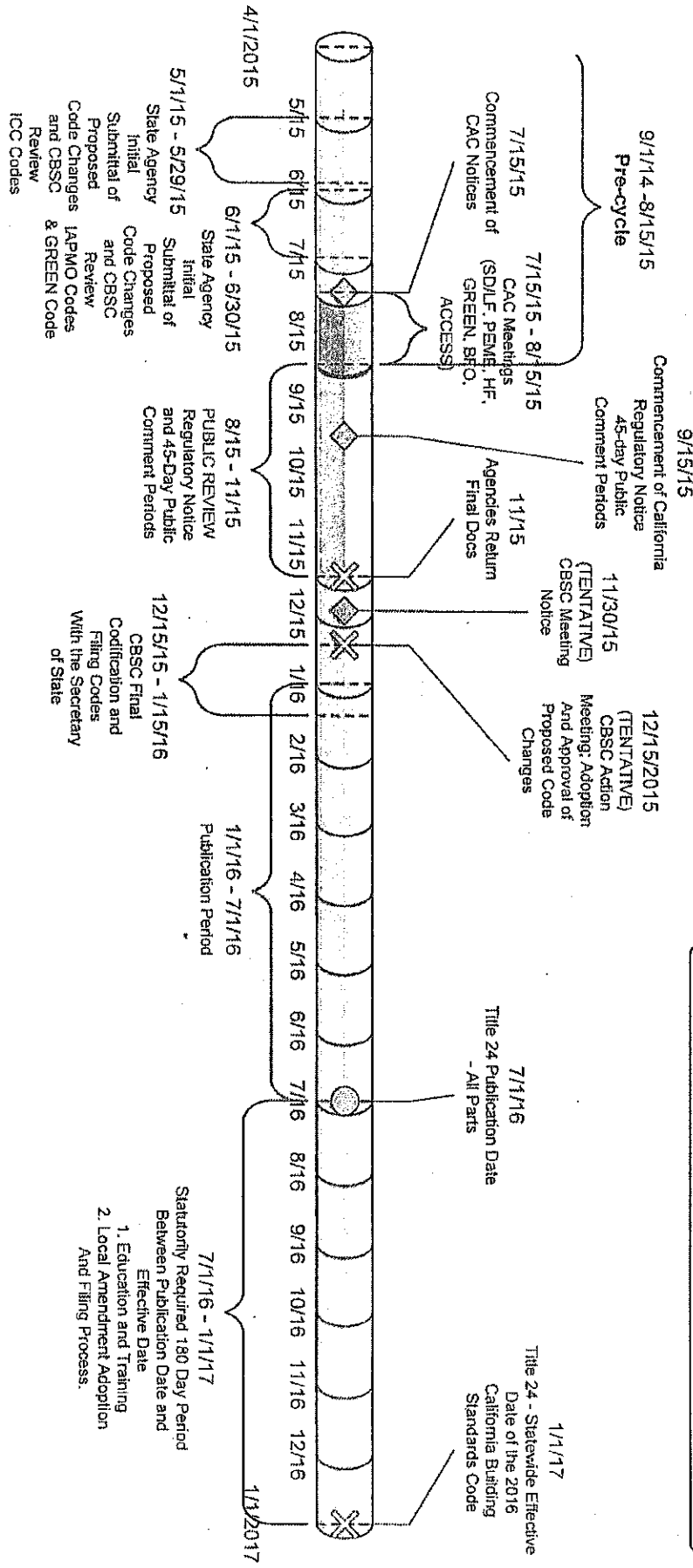
State Agencies

A List of State Agencies will be sent on or before July 1, 2016 under separate cover.

January 1, 2017 Effective Date

2015 Triennial Code Adoption Cycle

For the 2016 California Building Standards Code



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

12/2014

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

3187605

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, Building Standards Commission

CONTRACTOR'S NAME

International Code Council

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	7 Pages
Exhibit A, Attachment A – Depository Libraries	2 Pages
Exhibit A, Attachment B – Selective Depository Libraries	4 Pages
Exhibit A, Attachment C – State Agencies	1 Page
Exhibit A, Attachment D – Code Adoption Cycle	1 Page
Exhibit A, Attachment E – Copyright Information	4 Pages
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 <http://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 Code Council

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Mark A. Johnson, Executive Vice President & Director of Business Development

ADDRESS

3060 Saturn Street, Suite 100
 Brea, CA 92821

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services, Building Standards Commission

BY (Authorized Signature)

DATE SIGNED(Do not type)



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 Building Code (California Code of Regulations, Title 24, Part 2), California Residential Code (California Code of Regulations, Title 24, Part 2.5), California Fire Code (California Code of Regulations, Title 24, Part 9), and California Existing Building Code (California Code of Regulations, Title 24, Part 10), are based on four model codes, the International Building Code, International Residential Code, International Fire Code and the International Existing Building Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California. The International Code Council (ICC) owns the copyrights to these model codes; therefore, ICC must be the publisher of these California codes, if they are each going to contain model code provisions and California amendments to the model codes.

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and the International Code Council (ICC) will coordinate the publication of these parts of the 2016 California Building Standards Code (Title 24, California Code of Regulations).

- A. **WHEREAS**, ICC is the sole owner of the copyrights to the 2015 *International Building Code*, 2015 *International Residential Code*, 2015 *International Fire Code* and 2015 *International Existing Building Code* and trade names and/or marks "*International Building Code*", "*International Residential Code*", "*International Fire Code*", "*International Existing Building Code*", and acronyms "IBC", "IRC", "IFC", "IEBC"; and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies building code standards and amendments, which may be based on an existing model building code, and publishes them as part of the California Building Standards Code (hereinafter referred to as the "SBC"), Title 24, Parts 2, 2.5, 9, & 10 California Code of Regulations (CCR), pursuant to Section 18928.1 of the California Health and Safety Code; and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the SBC (hereinafter referred to as the "2016 SBC") on or before July 1, 2016 or at a later date as set by the CBSC containing those portions of the first published editions (as adopted by CBSC) of the 2015 IBC, 2015 IRC, 2015 IFC and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been modified by CBSC.
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2016 SBC on or before July 1, 2016 in a pre-assembled format that integrates portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been modified by CBSC, as well as the State amendments; and

E. **WHEREAS**, ICC and CBSC desire to make available as necessary supplements and errata to the 2016 SBC, to be codified in Title 24, Parts 2, 2.5, 9, & 10 CCR (hereinafter referred to as the "2016 SBC Supplements"), as well as supplements to the 2016 SBC in response to emergency regulations.

2. TERM

A. The term of this agreement is May 1, 2016 to December 31, 2019 (44 months).

3. PROJECT REPRESENTATIVES

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

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

Contractor's Contract Administrator
Mark Johnson International Code Council 3060 Saturn Street, Suite 100 Brea, CA 92821 Fax No. : (562) 699-9721

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

4. PERFORMANCE DETAILS

A. Grant of License for SBC; Ownership.

ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, ICC supplements and revisions to the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, (hereinafter "Licensed Property"), in whole or in part, solely to create and publish the 2016 SBC, as well as the 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the "2016 Code"), including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2016 Code, and (b) affix copyright notices to the 2016 Code as displayed in Exhibit A, Attachment E.

1. All Licensed Property shall remain the property of ICC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the Licensed Property to CBSC.
2. All California amendments prepared by CBSC (or any agency or other instrumentality of the State of California) in connection with the 2016 Code shall remain the property of CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of CBSC Property to ICC.
3. Amendments that contain material prepared by the CBSC combined with ICC Licensed Property shall be jointly owned by the CBSC and ICC.

4. The ownership rights defined in Paragraph 1 above shall survive the termination of this Agreement.
5. CBSC herein grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, sublicense and sell the 2016 Code, in any format, including print and electronic, in accordance with the terms of the Agreement.
6. In the event ICC breaches its obligations under this agreement, or this agreement is terminated by either party, or ICC otherwise discontinues to publish or fails to make available for sale the 2016 SBC, then CBSC may print and publish or authorize the printing of and publication of the 2016 SBC for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the Title 24 (viz., 2016 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2016 Code, 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 the 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 ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of the 2016 Code, whichever occurs first, without compensating ICC.

5. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, ICC shall commence the following services:
 1. ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2016 SBC in a loose-leaf format wherein all portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC and 2015 IEBC that have been modified by CBSC, as well as the State amendments thereto, are fully merged and integrated into a contiguous and pre-assembled document.
 2. ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2015 IBC, the 2015 IRC and the 2015 IFC, Chapters 1-4, 15, 16 & A1, A3 & A4 of the 2015 IEBC, and three (3) copies of all 2013 SBC Supplements, supplements to the 2013 SBC 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. 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 July 1, 2016 or at a later date as set by the CBSC, copies of the 2016 SBC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property that have been modified by the 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 approve the final edited draft manuscript on or before May 15, 2016. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2016, ICC 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 SBC.

- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which the CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2016 SBC.
- C. All Errata and/or Supplements to the 2015 Licensed Property as originally adopted by the CBSC as the 2016 SBC which are thereafter generated by the ICC shall not be printed in the 2016 SBC unless expressly approved by the CBSC.
- D. CBSC shall submit to ICC its modifications to the 2015 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2016 SBC for review by CBSC.
- E. Within a reasonable time after receipt of the initial draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the initial draft, ICC 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 SBC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.
- G. Upon approval of the final draft blue-line, ICC shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 SBC. If CBSC promptly delivers to ICC the submissions, ICC shall ensure that the 2016 SBC is available for sale on or before July 1, 2016.
- 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. The CBSC and the ICC 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 the CBSC submits any Supplements or errata to ICC, 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. ICC shall notify the 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. The CBSC must concur in the acceptance of any new Publication Schedule. Without such notification, or concurrence with a new Publication Schedule, the CBSC shall expect the ICC to abide by the proposed Schedule.

5. Neither ICC 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 ICC 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), 84 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 SBC.
 - 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 the CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - e. ICC will integrate existing 2015 Licensed Property language with California amendments to be reviewed and approved by the CBSC. First review and schedule will be agreed upon by the parties.
 - f. ICC 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 D, 2015 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 2015 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 ICC by CBSC no later than March 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. Footers will read "2016 California Building Code" etc.
8. State-agency acronyms will be used throughout the 2016 Code.
9. ICC 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. ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
12. A card may be placed in the back of the 2016 Code advertising other ICC publications.

J. Supplements and Errata

1. Supplements to the 2016 code shall be printed on 20 lb. light blue paper and be individually shrink-wrapped.
2. Supplements shall be printed to insert by page substitution and contain a publication, effective date, and 'Blue' written 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 and be individually shrink-wrapped
6. Errata sheets shall be printed to insert by page substitution and contain a publication, effective date, and 'Buff' written 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. ICC shall establish a distribution method in consultation with the CBSC.

2. ICC shall distribute a minimum of 200 complimentary copies of the 2016 Code as per the Attachment C.
3. ICC may wholesale the 2016 Code to other resellers.
4. ICC 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 at the back.

Exhibit A, Attachment A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837, Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA 95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172

Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008

San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101

San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050

San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102

Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305

University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000

University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292

University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575

University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175

University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

Exhibit A, Attachment B

Selective Depository Libraries

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- Law** A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814

- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
Honold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533
Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814

- Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA
92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino,
CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard
Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St.,
Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo,
CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor,
Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El
Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA
95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA
93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire
Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA
95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park,
CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA
95616-5203
University of California, Irvine Libraries, Government Information Department, Building
520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard
Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box

5900, Riverside, CA 92517-5900

University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064

Law University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764

Law University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, CA 92110-2492

Law University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117

Law University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072

University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048

Law Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020

Law Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

Exhibit A, Attachment C

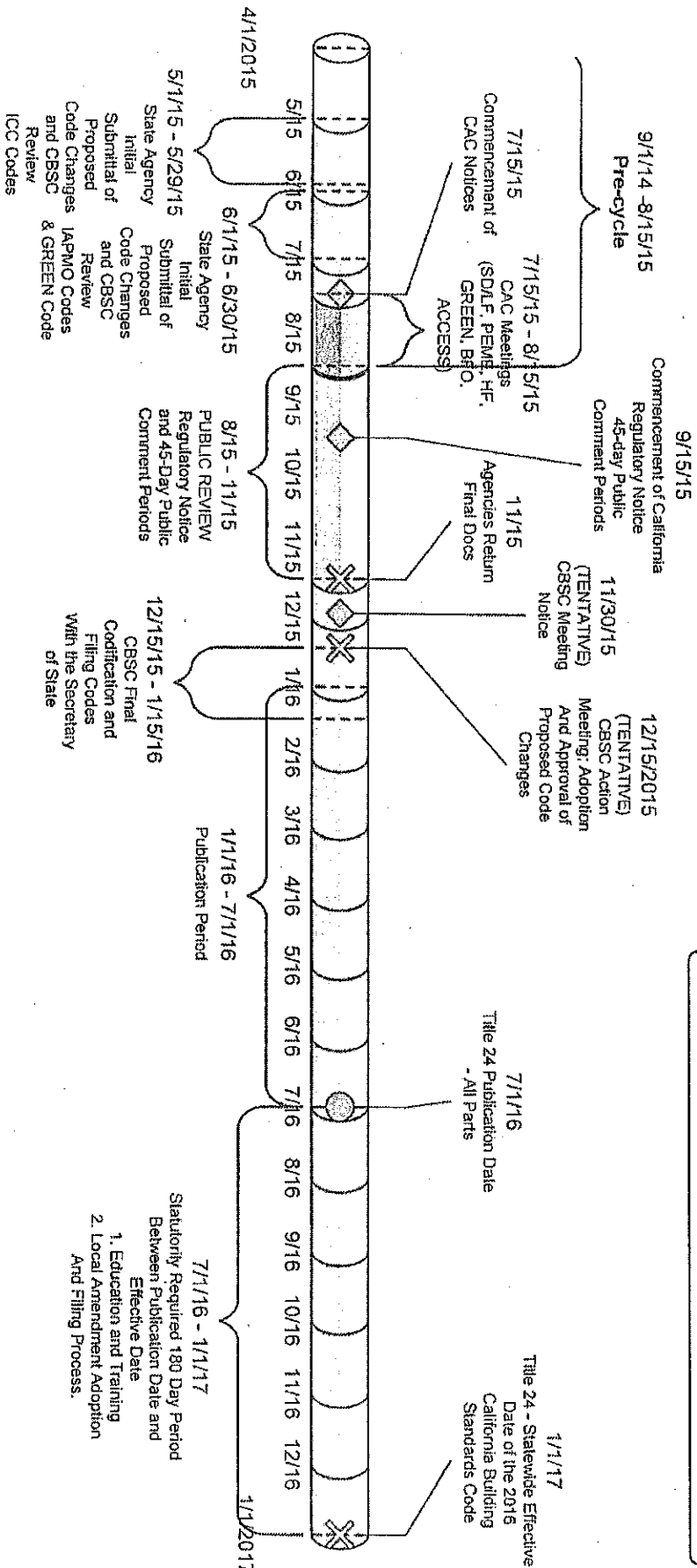
State Agencies

A List of State Agencies will be sent on or before July 1, 2016 under separate cover.

January 1, 2017 Effective Date

2015 Triennial Code Adoption Cycle

For the 2016 California Building Standards Code



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

12/2014

Exhibit A, Attachment E

For Title 24, Part 2, Volume 1

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INTERNATIONAL CODE COUNCIL, INC.

4051 Flossmoor Road

Country Club Hills, IL 60478

First Printing, July 1, 2016

Printed in The United States

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For Title 24, Part 2.5

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For Title 24, Part 9

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From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)

To: "[de la Motte, Leann@DGS](mailto:de%20la%20Motte,%20Leann@DGS)" Leann.delaMotte@dgs.ca.gov
"[Biedermann, Cynthia@DGS](mailto:Biedermann,%20Cynthia@DGS)" Cynthia.Biedermann@dgs.ca.gov
"[Benny, Katrina@DGS](mailto:Benny,%20Katrina@DGS)" Katrina.Benny@dgs.ca.gov

Date: 4/6/2016 1:01:23 PM

Subject: 2016 ICC Code Publication Agreements

Attachments: [3187607.CSBC.2016 California Building Standards Code Publication Agreement.pdf](#)
[3187605.CSBC.2016 California Building Standards Code Publication Agreement.pdf](#)

Good afternoon,

I have attached final drafts of contracts #3187605 & #3187607 for your approval. Once I have your approval, I will forward them to Mark Johnson at ICC for signature and directions for returning them to us. Please let me know if you see any errors or other changes that I need to make. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: "de la Motte." Leann@DGS
To: "[Biedermann, Cynthia@DGS](mailto:Biedermann.Cynthia@DGS)" Cynthia.Biedermann@dgs.ca.gov
"[Benny, Katrina@DGS](mailto:Benny.Katrina@DGS)" Katrina.Benny@dgs.ca.gov
Date: 4/6/2016 2:12:19 PM
Subject: RE: 2016 ICC Code Publication Agreements

Katrina,

I agree with you. I notice Bruce needs to check for duplicates and the order of the attachments in the 3187607 Contract. Let me know if anyone else finds anything and I can respond.

Thank you,

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Betts, Bruce@DGS
Sent: Wednesday, April 06, 2016 1:01 PM
To: de la Motte, Leann@DGS; Biedermann, Cynthia@DGS; Benny, Katrina@DGS
Subject: 2016 ICC Code Publication Agreements

Good afternoon,

I have attached final drafts of contracts #3187605 & #3187607 for your approval. Once I have your approval, I will forward them to Mark Johnson at ICC for signature and directions for returning them to us. Please let me know if you see any errors or other changes that I need to make. Thank you

Bruce Betts
Acquisition Analyst
Contract Services Section (Team 3)
Office of Business and Acquisition Services Administration Division
Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
Date: 4/6/2016 3:28:45 PM
Subject: RE: Consideration Value of Code Publications

Hi Katrina,

Thank you I think that statement works fine. I will include that as a memo when we send the agreements to OLS.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Wednesday, April 06, 2016 2:45 PM
To: Betts, Bruce@DGS; de la Motte, Leann@DGS
Cc: Frost, Laura@DGS; Biedermann, Cynthia@DGS; Day, Kevin@DGS
Subject: RE: Consideration Value of Code Publications

Bruce,

In reading 7.45, 4.03 and 4.04 of the SCM, even though the contract is a zero dollar amount between the state and the publishers is it is certain that the dollar amount the publishers receive is higher than the threshold specified in the SCM that would require a DGS/OLS review. In addition, it has already been determined that these contracts will be going to OLS for review. So I am submitting the following information in answer to your question. Once we have reports from the publisher we will have a better idea for the next set of contracts.

The respective publishers (International Code Council, NFPA, and IAPMO) do not charge the State of California for their publication services, nor does the State receive royalties from the sales. The actual cash value of the contract(s) to the State of California is nil and the perceived value is indeterminate, but estimated value could be in excess of \$150,000.

7.45 CONTRACTS WITH NO DOLLAR AMOUNT

A reeme o erv e Are e A e er ormA e o er A mo e Ar e o erA o m
evA e o Amo e Ar A or e r o eo e erm e er S/O SA rovA re re .

4.03 CONTRACTS REQUIRING DGS/OLS APPROVAL

(Rev 1/14)

DGS/OLS has statutory authority under several sources to approve contracts. PCC §§ 10295, 10297, 10335 and GC § 11256 are the primary legal authority for DGS/OLS' review and approval of contracts. GC § 14615 is the legal authority for the supervision of the State's financial and business policies, and GC § 14616 is the legal authority for some exemptions from DGS/OLS approval of contracts.

A A e erA r e S/O SA rovA re re o A erv e o rA over 50 000 or A 150 000 A A ove A A e A
A e orA re e ve ere em o eve eeS 1 e o .05. eA rovA re reme A e oA o -
erv e o rA o m e o o erv e A erA e A reeme e oe re e em o
e e e o .0 eo .

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Wednesday, April 06, 2016 8:47 AM
To: de la Motte, Leann@DGS
Cc: Frost, Laura@DGS; Biedermann, Cynthia@DGS; Benny, Katrina@DGS
Subject: Consideration Value of Code Publications

Good morning Leann,

SCM Vol 1 7.45 requires that we establish a monetary value of the consideration that agreements provide to the contractors. We will need to estimate, perhaps with the contractors' assistance, the value of consideration each agreement will provide. I have attached information from each vendor's web site indicating the pricing for the 2013 code books. If the 2013 contracts required reporting of sales, we could use this information to estimate the consideration value of the 2016 publications. If not, CBSC will need to estimate the future annual sales. We will need this information early next week prior to the agreements going to OLS. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

EXHIBIT A

SCOPE OF WORK

The California Building Code (California Code of Regulations, Title 24, Part 2), California Residential Code (California Code of Regulations, Title 24, Part 2.5), California Fire Code (California Code of Regulations, Title 24, Part 9), and California Existing Building Code (California Code of Regulations, Title 24, Part 10), are based on four model codes, the International Building Code, International Residential Code, International Fire Code and the International Existing Building Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California. The International Code Council (ICC) owns the copyrights to these model codes; therefore, ICC must be the publisher of these California codes, if they are each going to contain model code provisions and California amendments to the model codes.

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and the International Code Council (ICC) will coordinate the publication of these parts of the 2016 California Building Standards Code (Title 24, California Code of Regulations).

- A. **WHEREAS**, ICC is the sole owner of the copyrights to the 2015 *International Building Code*, 2015 *International Residential Code*, 2015 *International Fire Code* and 2015 *International Existing Building Code* and trade names and/or marks “*International Building Code*”, “*International Residential Code*”, “*International Fire Code*”, “*International Existing Building Code*”, and acronyms “IBC”, “IRC”, “IFC”, “IEBC”; and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies building code standards and amendments, which may be based on an existing model building code, and publishes them as part of the California Building Standards Code (hereinafter referred to as the “SBC”), Title 24, Parts 2, 2.5, 9, & 10 California Code of Regulations (CCR), pursuant to Section 18928.1 of the California Health and Safety Code; and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the SBC (hereinafter referred to as the “2016 SBC”) on or before July 1, 2016 or at a later date as set by the CBSC containing those portions of the first published editions (as adopted by CBSC) of the 2015 IBC, 2015 IRC, 2015 IFC and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been modified by CBSC.
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2016 SBC on or before July 1, 2016 in a pre-assembled format that integrates portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been modified by CBSC, as well as the State amendments; and

E. **WHEREAS**, ICC and CBSC desire to make available as necessary supplements and errata to the 2016 SBC, to be codified in Title 24, Parts 2, 2.5, 9, & 10 CCR (hereinafter referred to as the “2016 SBC Supplements”), as well as supplements to the 2016 SBC in response to emergency regulations.

2. **TERM**

A. The term of this agreement is four years.

3. **PROJECT REPRESENTATIVES**

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

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

Contractor's Contract Administrator
Mark Johnson International Code Council 3060 Saturn Street, Suite 100 Brea, CA 92821 5360 Workman Mill Road Whittier, CA 90601-2298 Fax No. : (562) 699-9721

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

4. **PERFORMANCE DETAILS**

A. **Grant of License for SBC: Ownership.**

ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, ICC supplements and revisions to the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, (hereinafter “Licensed Property”), in whole or in part, solely to create and publish the 2016 SBC, as well as the 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the “2016 Code”), including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2016 Code, and (b) affix copyright notices to the 2016 Code as displayed in Attachment D.

1. All Licensed Property shall remain the property of ICC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the Licensed Property to CBSC.
2. All California amendments prepared by CBSC (or any agency or other instrumentality of the State of California) in connection with the 2016 Code shall remain the property of CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of CBSC Property to ICC.

3. Amendments that contain material prepared by the CBSC combined with ICC Licensed Property shall be jointly owned by the CBSC and ICC.
4. The ownership rights defined in Paragraph 1 above shall survive the termination of this Agreement.
5. CBSC herein grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, sublicense and sell the 2016 Code, in any format, including print and electronic, in accordance with the terms of the Agreement.
6. In the event ICC breaches its obligations under this agreement, or this agreement is terminated by either party, or ICC otherwise discontinues to publish or fails to make available for sale the 2016 SBC, then CBSC may print and publish or authorize the printing of and publication of the 2016 SBC for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the Title 24 (viz., 2016 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2016 Code, 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 the 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 ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of the 2016 Code, whichever occurs first, without compensating ICC.

5. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, ICC shall commence the following services:
 1. ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2016 SBC in a loose-leaf format wherein all portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC and 2015 IEBC that have been modified by CBSC, as well as the State amendments thereto, are fully merged and integrated into a contiguous and pre-assembled document.
 2. ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2015 IBC, the 2015 IRC, and the 2015 IFC and the 2015 IEBC, Chapters 1-4, 15, 16 & A1 & A3 of the 2015 IEBC, and three (3) copies of all 2013 SBC Supplements, supplements to the 2013 SBC 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. 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 July 1, 2016 or at a later date as set by the CBSC, copies of the 2016 SBC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property that have been modified by the 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 approve the final edited draft manuscript deliver to ICC the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2016, ICC 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 SBC.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which the CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2016 SBC.
- C. All Errata and/or Supplements to the 2015 Licensed Property as originally adopted by the CBSC as the 2016 SBC which are thereafter generated by the ICC shall not be printed in the 2016 SBC unless expressly approved by the CBSC.
- D. CBSC shall submit to ICC its modifications to the 2015 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2016 SBC for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the initial draft, ICC 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 SBC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.
- G. Upon approval of the final draft blueline, ICC shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 SBC. If CBSC promptly delivers to ICC the submissions, ICC shall ensure that the 2016 SBC is available for sale on or before July 1, 2016.
- 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. The CBSC and the ICC 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 the CBSC submits any Supplements or errata to ICC, 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. ICC shall notify the 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. The CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, the CBSC shall expect the ICC to abide by the proposed Schedule.
 5. Neither ICC 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 ICC 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), 84 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 SBC.
 - 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.

Volume binders shall conform to the design and colors selected by the CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - d. ICC will integrate existing 2015 Licensed Property language with California amendments to be reviewed and approved by the CBSC. First review and schedule will be agreed upon by the parties.
 - e. ICC 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 E, 2015 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 2015 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 ICC by CBSC no later than March 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 Footers will read "2016 California Building Code" etc.
8. State-agency acronyms will be used throughout the 2016 Code.
9. ICC 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. ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
12. A card may be placed in the back of the 2016 Code advertising other ICC publications.

J. Supplements and Errata

1. Supplements to the 2016 code shall be printed on 20 lb. light blue paper and be individually shrink-wrapped.
2. Supplements shall be printed to insert by page substitution and contain a publication, effective date, and 'Blue' written 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 and be individually shrink-wrapped
6. Errata sheets shall be printed to insert by page substitution and contain a publication, effective date, and 'Buff' written 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. ICC shall establish a distribution method in consultation with the CBSC.
2. ICC shall distribute a minimum of 200 complimentary copies of the 2016 Code as per the Attachment C.
3. ICC may wholesale the 2016 Code to other resellers in California.
4. ICC 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 at the back.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to ICC by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ICC with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** ICC agrees to furnish the 2016 Code in loose-leaf format on the following basis:
1. ICC shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related Errata sheets from ICC at no additional charge.
 2. Any bookstore or other vendor may purchase the 2016 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge.
 3. ICC shall provide to CBSC the electronic files in word format of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If

ICC develops an enhanced fee-based electronic subscription service CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD electronic subscription service available to the CBSC for internal use as provided in this subparagraph.

4. ICC may include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate ICC language/materials will be differentiated from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. ICC may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. ICC will send the State a quarterly report, commencing on July 1, 2016, which will provide information on itemize all orders processed from the previous quarter. The report will include business name, the total number of copies distributed, ordered and total revenues, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>BSC Contract Administrator</i>
2525 Natomas Park Drive #130 Sacramento, CA 95833

- C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, ICC shall deliver complimentary copies of the 2016 SBC, and automatically, any 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment B hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment C hereto and copies to the State agencies listed in Attachment D hereto in the quantities specified therein. ICC shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.
1. ICC shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.

2. ICC shall deliver up to 200 complimentary copies of the 2016 Code, any 2016 SBC Supplements and Errata, to be coordinated between CBSC and ICC.
- D. **Subscription Service.** In order to ensure that the 2016 SBC purchased from ICC or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, ICC shall make available to all purchasers of the 2016 SBC, all 2016 SBC Supplements, all supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, at no additional cost. ICC shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 SBC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, blue', '[Effective date], Errata buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.
- E. **Funding.** 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837,
Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA
95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101
Independence Ave S.E., Washington, D.C., 20540-4172

Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002

Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington
Square, San Jose, CA 95192-0008

San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101

San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500
Campanile Drive, San Diego, CA 92182-8050

San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102

Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305

University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library,
Berkeley, CA 94720-6000

University of California, Davis, Shields Library, Government Information and Maps Department, 100
North West Quad, Davis, CA 95616-5292

University of California, Los Angeles, Charles E. Young Research Library A4510 Government
Information, Box 951575, Los Angeles, CA 90095-1575

University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA
92093-0175

University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

Law A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373

Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912

Alhambra Public Library, 101 South First Street, Alhambra, CA 91801

Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387

California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue,
San Luis Obispo, CA 93407

California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite
1919, 3801 W. Temple Ave., Pomona, CA 91768-2557

California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001
Stockdale Highway, Bakersfield, CA 93311-1099

- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501- 0533
- Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517

- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401

- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

State Agencies

A List of State Agencies will be sent on or before July 1, 2016 under separate cover.

ATTACHMENT D: COPYRIGHT NOTICES

For Title 24, Part 2, Volume 1

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For Title 24, Part 2, Volume 2

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For Title 24, Part 9

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From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)

To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov

Date: 4/7/2016 8:34:23 AM

Subject: FW: 2016 California Building Standards Code Publication Agreements

Attachments: [3187605 CBSC ICC 2016 CODE 2 2 5 9 10 SOW - OBAS Suggested Revisions MJ.docx](#)

Please let me know if CBSC approves these changes. I sent the finalized contracts to them yesterday afternoon so I will update those and resend once I hear back from you.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Casey Thomas [mailto:CTThomas@icc-es.org]

Sent: Thursday, April 07, 2016 8:31 AM

To: Betts, Bruce@DGS

Cc: Mark Johnson

Subject: RE: 2016 California Building Standards Code Publication Agreements

Br e

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From: Betts, Bruce@DGS [<mailto:Bruce.Betts@dgs.ca.gov>]
Sent: Wednesday, April 06, 2016 4:02 PM
To: Casey Thomas
Cc: Mark Johnson
Subject: 2016 California Building Standards Code Publication Agreements

Good afternoon,

Agreements #3187605 and 3187607 are attached for signature. The agreement are for the 2016 California Building Standards Code for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than April 11, 2016. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

[Register now](#) for the International Code Council's 2016 Committee Action Hearings, April 17 - 27 in Louisville. Reminder - ICC Governmental Memberships must be current by March 18, to participate in the Online Governmental Consensus Vote which follows the hearings. www.iccsafe.org/EVDS.

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CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION**: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT**: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm 's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor 's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor 's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA :

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes** ___ **No** ___ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____

- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ___ **No** ___
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ___ **No** ___ **N/A** ___

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ___ of ___” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

COMMERCIALLY USEFUL FUNCTION EVALUATION FORM
(rev. 3/15)

Contractor Name: Pacific Storage Company

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and requires all **Small Businesses**, Micro-Businesses and Disabled Veteran Business Enterprises to perform a “commercially useful function” in any contract they perform for the State.

Per GC 14837, Section 1: A business that is performing a commercially useful function is one that does **ALL** of the following:

- 1) Is responsible for execution of a distinct element of the work of the contract.
- 2) Carries out its obligation by actually performing, managing, or supervising the work involved.
- 3) Performs work that is normal for its business, services and function
- 4) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Note: A contractor, subcontractor, or supplier **will not** be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business or microbusiness participation.

Contractor's Certification:

I certify that my company meets all five of the criteria listed above.

Authorized Representative

Date

Acquisition Analyst's Certification:

Analyst has determined that a CUF will be performed by this Contractor .

Acquisition Analyst

Date

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 Building and Mechanical Officials (IAPMO) owns the copyrights to these model codes; therefore, IAPMO must be the publisher of these California codes, if they are each going to contain 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 Building and Mechanical Officials (IAPMO) will coordinate the publication of the 2016 California Mechanical Code (Title 24, Part 4) and the 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 for 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 sublicense 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. 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 2014 UMC/UPC approved and codified by the CBSC, those portions of the 2014 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 2015 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 2015 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 2015 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 2015 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 a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. IAPMO will maintain the mailing list, and print, mail and 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.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to IAPMO by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to IAPMO with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** IAPMO agrees to furnish the 2016 Code in loose-leaf format on the following basis:
1. IAPMO shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by IAPMO that will entitle the purchaser to receive all 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related Errata sheets from IAPMO at no additional charge.
 2. Any bookstore or other vendor may purchase the 2016 Code from IAPMO for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets from IAPMO at no additional charge.
 3. IAPMO shall provide to CBSC the electronic files of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If IAPMO develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, IAPMO shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.

4. IAPMO may include references to IAPMO-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate IAPMO materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. IAPMO may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. IAPMO will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>CBSC Contract Administrator</i>
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, IAPMO shall deliver complimentary copies of the 2016 CMC/CPC, and automatically, any 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets, directly to the Depository Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC hereto in the quantities specified therein. IAPMO shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. IAPMO shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide IAPMO with names and delivery addresses of the current and any new commissioners as well as notifying IAPMO of any terminations.
2. IAPMO shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 CMC/CPC Supplements, directly to the following state agencies in the quantities specified by CBSC.

- D. **Subscription Service.** In order to ensure that the 2016 CMC/CPC purchased from IAPMO or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, IAPMO shall make available to all purchasers of the 2016 CMC/CPC, all 2016 CMC/CPC Supplements, all supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets, at no additional cost. IAPMO shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CMC/CPC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.
- E. **Funding.** IAPMO 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or

supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837,
Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA
95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101
Independence Ave S.E., Washington, D.C., 20540-4172
Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington
Square, San Jose, CA 95192-0008
San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500
Campanile Drive, San Diego, CA 92182-8050
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library,
Berkeley, CA 94720-6000
University of California, Davis, Shields Library, Government Information and Maps Department, 100
North West Quad, Davis, CA 95616-5292
University of California, Los Angeles, Charles E. Young Research Library A4510 Government
Information, Box 951575, Los Angeles, CA 90095-1575
University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA
92093-0175
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
Law Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue,
San Luis Obispo, CA 93407
California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919,
3801 W. Temple Ave., Pomona, CA 91768-2557
California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001
Stockdale Highway, Bakersfield, CA 93311-1099
California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St.,
Carson, CA 90747

- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501- 0533
- Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100

County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534

County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650

Law McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955

Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340

Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612

Law Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804

Law Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203

Law Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814

Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508

Law San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401

San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410

San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410

Law San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999

San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030

Law San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202

San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403

Law San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408

Law San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063

San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592

Law Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101

Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019

Law Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004

Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500

Law Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060

Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060

Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454

Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401

Law Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403

Sonoma County Library, 211 E Street, Santa Rosa, CA 95404

Law Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106

Law Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612

Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166

Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202

Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320

Law University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210

Law Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA
95616-5203

University of California, Irvine Libraries, Government Information Department, Building 520, Ayala
Science Library Receiving Dock, Irvine, CA 92697

Law University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los
Angeles, CA 90095-1458

University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900,
Riverside, CA 92517-5900

University of California, Santa Cruz, University Library, Government Publications, 1156 High
Street, Santa Cruz, CA 95064

Law University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764

Law University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, CA 92110-2492

Law University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA
94117

Law University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072

University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale
Parkway, Los Angeles, CA 90089-0048

Law Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020

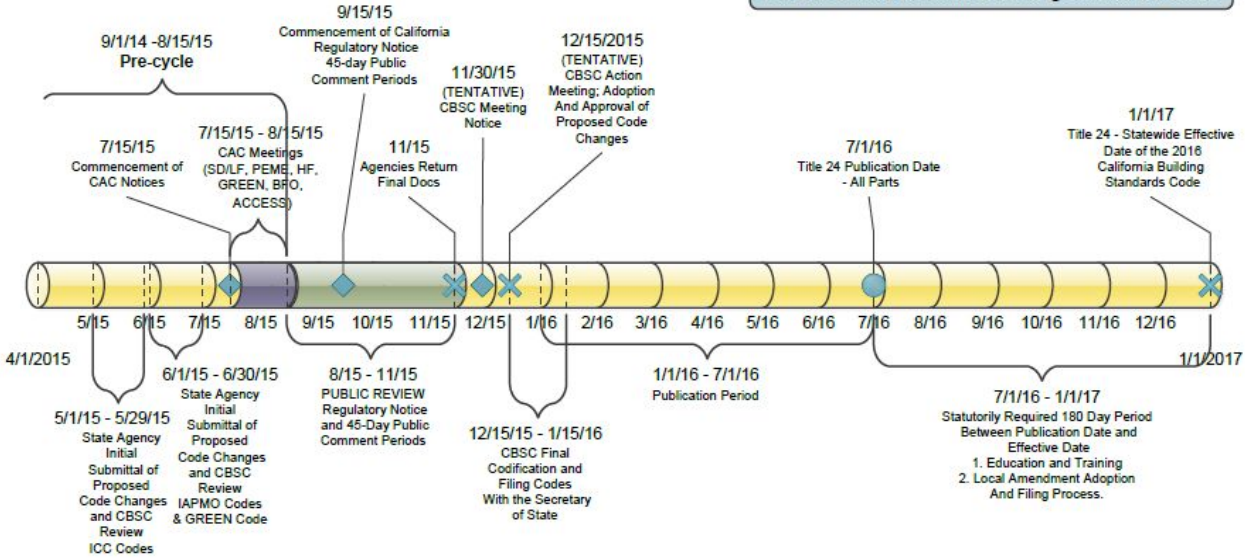
Law Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

January 1, 2017 Effective Date

2015 Triennial Code Adoption Cycle

For the 2016 California Building Standards Code



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)

To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov

Date: 4/7/2016 8:41:21 AM

Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement

Attachments: [307 CCC.doc](#)

[Bidder Declaration.pdf](#)

[std204 Blank.pdf](#)

[CUF Eval Form for AA.docx](#)

[3188106.BSC.2016 California Mechanical and Plumbing Code Publication Agreement.docx](#)

Hi Leann,

FYI – OLS requires the STD215, with OFS approval stamp, to be included in the submission for approval at OLS. OFS processing takes several days. Any assistance from CBSC to get the STD204s back from NFPA and IAPMO would be greatly appreciated. I have the STD204 from ICC.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS

Sent: Thursday, April 07, 2016 8:38 AM

To: 'Russ.Chaney@iapmo.org'

Cc: de la Motte, Leann@DGS

Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement

Good morning Russ,

Is it possible for you to complete the STD204 form that is attached to this email and return it to me today. There is information I need on the form (you FEIN) to get some processes started here at the State. Waiting beyond today may put our May 1st deadline in jeopardy and we want to get the contract executed on that date.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS

Sent: Tuesday, April 05, 2016 7:52 AM

To: 'Russ.Chaney@iapmo.org'

Cc: de la Motte, Leann@DGS

Subject: 2016 California Mechanical and Plumbing Code Publication Agreement

Good Morning Russ,

I am the Acquisition Analyst in the Office of Business and Acquisition Services (OBAS) assigned to assist with the execution of Contract #3188106 for the 2016 California Mechanical and Plumbing Code Publication Agreement for the Department of General Services, Building Standards Commission. I have a attached draft copy of the agreement. This drafts will be finalized once I receive the documents and information requested in this communications. So that OBAS can process this agreement, I will require the following completed documents (Scanned copies are acceptable, but the original document(s) will need to be forwarded with the contract package as described below). Please review the agreement and forward the completed documents no later than COB April 8th, 2016.

Please complete and return the following documents to me via email:

CCC-307 Contractor Certification Clauses (attached)

Std 204 Payee Data Record (attached)

GSPD-05-105 Bidder Declaration (attached)

Additionally, could please provide me the following information (complete the highlighted sections below) for the person that will be signing the agreement

- Name of person signing the contract:
- Title of person signing the contract

- Complete Address of Signer of contract: [REDACTED]

Can you also indicate the correct information for the project manager for this contract

o rA or A O
o A
o e
-mA
A re
[REDACTED]

I would like to thank you in advance for getting this information to me so that we can process and execute this as quickly as possible. Please don't hesitate to contact me should you have any questions.

Thank you,

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: ["de la Motte," Leann@DGS](mailto:Leann@DGS)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
Date: 4/7/2016 9:33:18 AM
Subject: RE: 2016 California Building Standards Code Publication Agreements

Let me know what you think of the changes so I can get back to Bruce.

Thank you :)

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Betts, Bruce@DGS
Sent: Thursday, April 07, 2016 8:34 AM
To: de la Motte, Leann@DGS
Cc: Biedermann, Cynthia@DGS; Benny, Katrina@DGS
Subject: FW: 2016 California Building Standards Code Publication Agreements

Please let me know if CBSC approves these changes. I sent the finalized contracts to them yesterday afternoon so I will update those and resend once I hear back from you.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: Casey Thomas [<mailto:CThomas@icc-es.org>]
Sent: Thursday, April 07, 2016 8:31 AM
To: Betts, Bruce@DGS
Cc: Mark Johnson
Subject: RE: 2016 California Building Standards Code Publication Agreements

Br e

O r e A o e o A o A e e er A A er oo A e A o mA A e . e A o o e Ame e o .
A o oe o o e e o o e B o e e SAe o e o e ere Ae m reA *2015*
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O e o r A e e 201 A or AB or Fre or Re e A e o e e ore Fr r .

Ave A A e e orre e o me .

o Ave A e o eA e e me o .

A o .

From: Betts, Bruce@DGS [<mailto:Bruce.Betts@dgs.ca.gov>]
Sent: Wednesday, April 06, 2016 4:02 PM
To: Casey Thomas
Cc: Mark Johnson
Subject: 2016 California Building Standards Code Publication Agreements

Good afternoon,

Agreements #3187605 and 3187607 are attached for signature. The agreement are for the 2016 California Building Standards Code for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than April 11, 2016. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

Register now for the International Code Council's 2016 Committee Action Hearings, April 17 - 27 in Louisville. Reminder - ICC Governmental Memberships must be current by March 18, to participate in the Online Governmental Consensus Vote which follows the hearings. www.iccsafe.org/EVDS.

Notice: This message is intended only for the individual or entity to which it is addressed and may be confidential and/or privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender by return e-mail, and delete the original message and all copies from your system. Thank you.

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/7/2016 9:48:15 AM
Subject: RE: 2016 California Building Standards Code Publication Agreements

I am okay with those changes.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: de la Motte, Leann@DGS
Sent: Thursday, April 07, 2016 9:33 AM
Cc: Biedermann, Cynthia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Building Standards Code Publication Agreements

Let me know what you think of the changes so I can get back to Bruce.

Thank you :)

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Betts, Bruce@DGS
 Sent: Thursday, April 07, 2016 8:34 AM
 To: de la Motte, Leann@DGS
 Cc: Biedermann, Cynthia@DGS; Benny, Katrina@DGS
 Subject: FW: 2016 California Building Standards Code Publication Agreements

Please let me know if CBSC approves these changes. I sent the finalized contracts to them yesterday afternoon so I will update those and resend once I hear back from you.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Casey Thomas [<mailto:CThomas@icc-es.org>]
 Sent: Thursday, April 07, 2016 8:31 AM
 To: Betts, Bruce@DGS
 Cc: Mark Johnson
 Subject: RE: 2016 California Building Standards Code Publication Agreements

Br e

O r e A o e o A o A e e er A A er oo A e A o mA A e . e A o o e Ame e o .
 A o oe o o e e o o e B o e e S A e o e o e ere A e m reA 2015
 B m Ar o eo er oe A ArA rA .

O e o r A e e 201 A or AB or Fre or Re e A e o e e ore Fr r .
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 A o .

From: Betts, Bruce@DGS [<mailto:Bruce.Betts@dgs.ca.gov>]
 Sent: Wednesday, April 06, 2016 4:02 PM
 To: Casey Thomas
 Cc: Mark Johnson
 Subject: 2016 California Building Standards Code Publication Agreements

Good afternoon,

Agreements #3187605 and 3187607 are attached for signature. The agreement are for the 2016 California Building Standards Code for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than April 11, 2016. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Email Bruce.Betts@dgs.ca.gov

[Register now](#) for the International Code Council's 2016 Committee Action Hearings, April 17 - 27 in Louisville. Reminder - ICC Governmental Memberships must be current by March 18, to participate in the Online Governmental Consensus Vote which follows the hearings. www.iccsafe.org/EVDS.

Notice: This message is intended only for the individual or entity to which it is addressed and may be confidential and/or privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender by return e-mail, and delete the original message and all copies from your system. Thank you.

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/11/2016 7:46:00 AM
Subject: RE: NFPA & IAPMO Agreements

Good morning Leann,

I wanted to update you on the status of the code publication contracts:

- I sent the finalized versions of the ICC publication contracts to Mark Johnson on 4/6/16 asking that they return them signed via expedited mail to arrive NLT today.
- I sent the draft copies of the agreements with NFPA & IAPMO and the required vendor documents (CCC 307, STD 204) on 4/5/16 asking that they return them with any proposed edits NLT 4/8/16. I have not received their edits as of this morning.

Any assistance you can provide with NFPA & IAPMO is appreciated. We need to allow for the review and processing time OLS requires (10 business days) prior to execution of the agreements. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS

Sent: Monday, April 04, 2016 4:36 PM

To: de la Motte, Leann@DGS

Cc: Benny, Katrina@DGS; Marvelli, Mia@DGS; Frost, Laura

Subject: FW: NFPA & IAPMO Agreements

Hi Leann,

Just to confirm our discussion from the conference call, these are the versions of the agreements that I will be sending to NFPA & IAPMO tomorrow. I also want to confirm that the vendor's contract administrator listed in the agreements are correct. That is the POC I will be working with. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS

Sent: Wednesday, March 30, 2016 7:55 AM

To: de la Motte, Leann@DGS

Subject: NFPA & IAPMO Agreements

Good morning Leann,

As discussed on our conference call Monday, I have attached the final versions of the NFPA and IAPMO agreements. Please confirm that it is ok to send these agreements to the contractors. Also, please verify that the contractor's contract administrator listed on page 2 of the agreements is the correct POC. This is who I will be contacting for review and gathering of the required documents. Thanks

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
Date: 4/11/2016 10:59:39 AM
Subject: RE: CBSC Contract

Heather just sent the proposed edits to me. I forward that on to you for approval shortly.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Biedermann, Cynthia@DGS
Sent: Monday, April 11, 2016 10:11 AM
To: Betts, Bruce@DGS
Cc: Benny, Katrina@DGS; Day, Kevin@DGS; Marvelli, Mia@DGS; de la Motte, Leann@DGS
Subject: FW: CBSC Contract

Bruce,

Please see IAPMO's response below to my email requesting an update on the contract. Separately, I received an out-of-office message from Debra Rose at NFPA. She's apparently out until next Monday, 4/18. I'm going to follow-up with other staffers to see where things stand.

Regards,

Cynthia

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING

12/17/2016

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Monte Bogatz [<mailto:monte.bogatz@iapmo.org>]
Sent: Monday, April 11, 2016 9:59 AM
To: Biedermann, Cynthia@DGS
Cc: Leticia Gallegos; Heather Koffman
Subject: RE: CBSC Contract

A O r A o A e e er A o e e A er o mA or Br e Be o .R A o A
e e o r A A e oo e A e Are A o ere- eA er mA e A A o e or o A Ar A o rom
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Sent: o A A r 11 201 55 A
To: o e Bo A [mo e. o A A mo.or](#) eA er o mA [eA er. o mA A mo.or](#)
Subject: F BS o rA

Do you have an update

Thank you,

Leticia Gallegos
Executive Assistant

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From: B e ermA A S [mA o AB e ermA . A ov](#)
Sent: o A A r 11 201 53 A
To: e A A e o [e A A e o A mo.or](#)
Subject: BS o rA

Good morning,

Could you provide us with an update on the contract review Russ indicated that he would try to sign it on Friday (4/8).

Thank you

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

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 Building and Mechanical Officials (IAPMO) owns the copyrights to these model codes; therefore, IAPMO must be the publisher of these California codes, if they are each going to contain 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 Building 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 for 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 sublicense 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. Post all 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 2014 2015 UMC/UPC approved and codified by the CBSC, those portions of the 2014 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 2015 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 2015 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 2015 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 2015 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 postage-paid return card for each purchaser to with instructions to apply register for complimentary automatic receipt of all supplements and errata sheets. IAPMO will maintain the mailing list, and print, mail and 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.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to IAPMO by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to IAPMO with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** IAPMO agrees to furnish the 2016 Code in loose-leaf format on the following basis:
1. IAPMO shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by IAPMO that will entitle the purchaser to receive all 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related Errata sheets from IAPMO at no additional charge.
 2. Any bookstore or other vendor may purchase the 2016 Code from IAPMO for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets from IAPMO at no additional charge.
 3. IAPMO shall provide to CBSC the electronic files of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If IAPMO develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, IAPMO shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.

4. IAPMO may include references to IAPMO-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate IAPMO materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. IAPMO may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. IAPMO will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>CBSC Contract Administrator</i>
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

- C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, IAPMO shall deliver complimentary copies of the 2016 CMC/CPC, and automatically, any 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets, directly to the Depository Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC hereto in the quantities specified therein. IAPMO shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.
1. IAPMO shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide IAPMO with names and delivery addresses of the current and any new commissioners as well as notifying IAPMO of any terminations.
 2. IAPMO shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 CMC/CPC Supplements, directly to the following state agencies, in the quantities specified by CBSC, per the instruction of CBSC.

- D. **Subscription Service.** In order to ensure that the 2016 CMC/CPC purchased from IAPMO or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, IAPMO shall make available to all purchasers of the 2016 CMC/CPC, all 2016 CMC/CPC Supplements, all supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets, at no additional cost. IAPMO shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CMC/CPC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.
- E. **Funding.** IAPMO 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or

supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837,
Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA
95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101
Independence Ave S.E., Washington, D.C., 20540-4172
Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington
Square, San Jose, CA 95192-0008
San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500
Campanile Drive, San Diego, CA 92182-8050
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library,
Berkeley, CA 94720-6000
University of California, Davis, Shields Library, Government Information and Maps Department, 100
North West Quad, Davis, CA 95616-5292
University of California, Los Angeles, Charles E. Young Research Library A4510 Government
Information, Box 951575, Los Angeles, CA 90095-1575
University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA
92093-0175
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
Law Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue,
San Luis Obispo, CA 93407
California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919,
3801 W. Temple Ave., Pomona, CA 91768-2557
California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001
Stockdale Highway, Bakersfield, CA 93311-1099
California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St.,
Carson, CA 90747

- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501- 0533
- Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100

County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534

County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650

Law McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955

Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340

Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612

Law Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804

Law Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203

Law Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814

Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508

Law San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401

San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410

San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410

Law San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999

San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030

Law San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202

San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403

Law San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408

Law San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063

San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592

Law Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101

Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019

Law Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004

Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500

Law Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060

Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060

Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454

Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401

Law Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403

Sonoma County Library, 211 E Street, Santa Rosa, CA 95404

Law Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106

Law Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612

Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166

Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202

Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320

Law University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210

Law Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA
95616-5203

University of California, Irvine Libraries, Government Information Department, Building 520, Ayala
Science Library Receiving Dock, Irvine, CA 92697

Law University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los
Angeles, CA 90095-1458

University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900,
Riverside, CA 92517-5900

University of California, Santa Cruz, University Library, Government Publications, 1156 High
Street, Santa Cruz, CA 95064

Law University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764

Law University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, CA 92110-2492

Law University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA
94117

Law University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072

University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale
Parkway, Los Angeles, CA 90089-0048

Law Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020

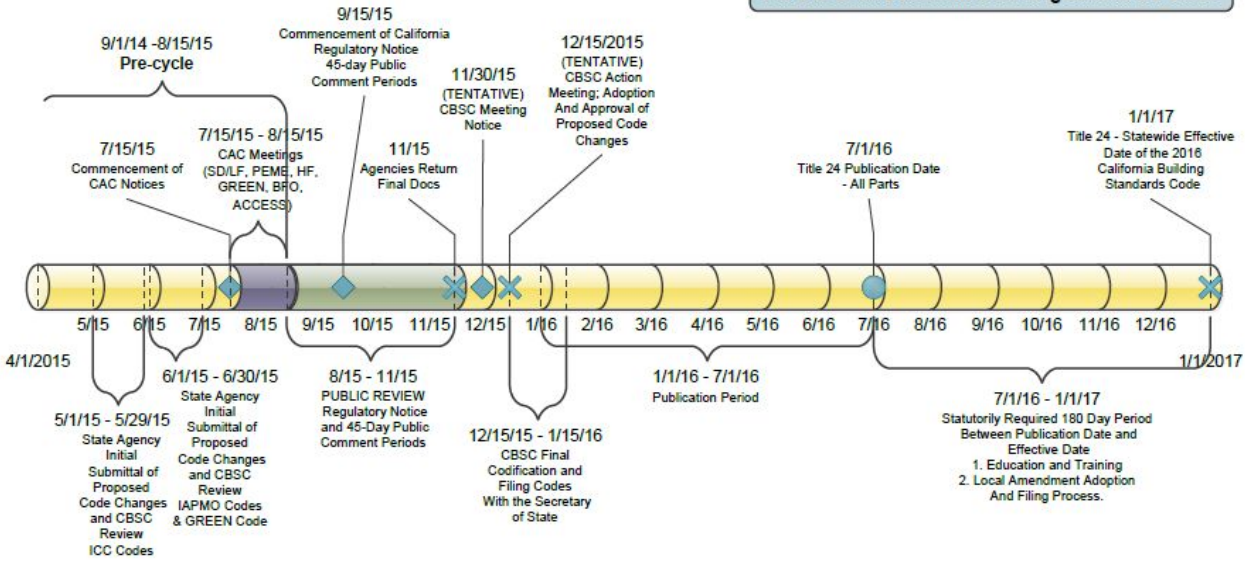
Law Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

January 1, 2017 Effective Date

2015 Triennial Code Adoption Cycle

For the 2016 California Building Standards Code



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["de la Motte, Leann@DGS" Leann.delaMotte@dgs.ca.gov](mailto:Leann.delaMotte@dgs.ca.gov)
Date: 4/11/2016 11:04:28 AM
Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement
Attachments: [HNK 3188106.BSC.2016 California Mechanical and Plumbing Code Publication Agreement.docx](#)

Good morning,

Please review the attached document with requested changes from IAPMO. Please let me know if you approve these suggested changes. Once you approve these changes, I will prepare the final contract and forward it to IAPMO for signature. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [mailto:Heather.Koffman@iapmo.org]
 Sent: Monday, April 11, 2016 9:24 AM
 To: Betts, Bruce@DGS
 Cc: Monte Bogatz; Frost, Laura@DGS
 Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

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CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender. Please destroy the original transmission and its attachments without reading or saving in any manner. Thank you.

From: Be Br e S [Br e.Be . A ov](#)
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Hi Heather,

We generally do not change the language in the CCC-307 document. However, the statement from your employee handbook (highlighted below) meets the intent of the requirement in para 2.b.(1).

Thanks for asking

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Thursday, April 07, 2016 2:29 PM
To: Betts, Bruce@DGS
Cc: Monte Bogatz
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

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2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender. Please destroy the original transmission and its attachments without reading or saving in any manner. Thank you.

From: Bruce S. Be . A. ov
Date: r A A r 201 A 10 2 A
To: eA er o mA eA er. o mA A mo.or
Subject: R 201 A or A e A A A m o e A o A reeme

Thank you

Bruce Betts

Acquisition Analyst
Contract Services Section (Team 3)
Office of Business and Acquisition Services Administration Division
Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Thursday, April 07, 2016 10:29 AM
To: Betts, Bruce@DGS
Cc: Monte Bogatz
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Br e
A e o e orm o o mme Ae er o remA oR eo . om ee A e .
eA e o e A Se o remA A A ree A A oe er ere o e A or o o o .
A o e ormA o re e e o remA eo

Name of person signing the contract: **G.P. Russ Chaney**

Title of person signing the contract: **Chief Executive Officer**

Complete Address of Signer of contract: 5001 E. Philadelphia St., Ontario, CA 91761

Can you also indicate the correct information for the project manager for this contract

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From: Russ, A e [R . A e A mo.or](#)
 Date: r A A r 201 A 2 A
 To: Bruce S [Br e.Be . A ov](#)
 Cc: e A o e eA S [eA . eA o e . A ov](#) o e Bo A [mo e. o A A mo.or](#) eA er o mA
[eA er. o mA A mo.or](#)
 Subject: Re 201 A or A e A A A m o e A o A reeme

I suspect my general counsel, Monte Bogatz, will be able to get you the required info as I know that he and Heather Koffman, our associate general counsel, will be getting back to you today on some of the changes to the contract and our wanting to be sure we are able to comply with all of the provisions of this updated agreement.

Monty, Heather, could one of you get back to Bruce immediately so we don't hold him up for his intended deadline.

A e e

Russ

GP Russ Chaney

O e A O ro

From: Bruce S [Br e.Be . A ov](#)
 Date: r A A r 201 A 3 A
 To: Russ, A e [R . A e A mo.or](#)
 Cc: e A o e eA S [eA . eA o e . A ov](#)
 Subject: F 201 A or A e A A A m o e A o A reeme

Good morning Russ,

Is it possible for you to complete the STD204 form that is attached to this email and return it to me today. There is information I need on the form (you FEIN) to get some processes started here at the State. Waiting beyond today may put our May 1st deadline in jeopardy and we want to get the contract executed on that date.

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS
Sent: Tuesday, April 05, 2016 7:52 AM
To: 'Russ.Chaney@iapmo.org'
Cc: de la Motte, Leann@DGS
Subject: 2016 California Mechanical and Plumbing Code Publication Agreement

Good Morning Russ,

I am the Acquisition Analyst in the Office of Business and Acquisition Services (OBAS) assigned to assist with the execution of Contract #3188106 for the 2016 California Mechanical and Plumbing Code Publication Agreement for the Department of General Services, Building Standards Commission. I have a attached draft copy of the agreement. This drafts will be finalized once I receive the documents and information requested in this communications. So that OBAS can process this agreement, I will require the following completed documents (Scanned copies are acceptable, but the original document(s) will need to be forwarded with the contract package as described below). Please review the agreement and forward the completed documents no later than COB April 8th, 2016.

Please complete and return the following documents to me via email:

CCC-307 Contractor Certification Clauses (attached)

Std 204 Payee Data Record (attached)

GSPD-05-105 Bidder Declaration (attached)

Additionally, could please provide me the following information (complete the highlighted sections below) for the person that will be signing the agreement

Name of person signing the contract: [Redacted]

Title of person signing the contract [Redacted]

Complete Address of Signer of contract: [Redacted]

Can you also indicate the correct information for the project manager for this contract

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<input type="radio"/> A

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I would like to thank you in advance for getting this information to me so that we can process and execute this as quickly as possible. Please don't hesitate to contact me should you have any questions.

Thank you,

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["de la Motte, Leann@DGS" Leann.delaMotte@dgs.ca.gov](mailto:Leann.delaMotte@dgs.ca.gov)
Date: 4/11/2016 11:25:25 AM
Subject: RE: 2016 California Mechanical and Plumbing Code Publication Agreement

CBSC Staff – I reviewed the changes and see nothing to object too. However, we need a couple of eyes reviewing this.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Monday, April 11, 2016 11:04 AM
To: Biedermann, Cynthia@DGS; de la Motte, Leann@DGS
Cc: Benny, Katrina@DGS; Marvelli, Mia@DGS; Frost, Laura@DGS
Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement

Good morning,

Please review the attached document with requested changes from IAPMO. Please let me know if you approve these suggested changes. Once you approve these changes, I will prepare the final contract and forward it to IAPMO for signature. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Monday, April 11, 2016 9:24 AM
To: Betts, Bruce@DGS
Cc: Monte Bogatz; Frost, Laura@DGS
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Br e

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From: Be Br e S [Br e.Be . A ov](#)

Date: r A A r 201 A 2
To: eA er o mA [eA er. o mA A mo.or](mailto:er.oma@mo.or)
Cc: o e Bo A [mo e. o A A mo.or](mailto:er.oma@mo.or) Fro A rA S [A rAFro . A ov](mailto:er.oma@mo.or)
Subject: R 201 A or A e A A A m o e A o A reeme

Hi Heather,

We generally do not change the language in the CCC-307 document. However, the statement from your employee handbook (highlighted below) meets the intent of the requirement in para 2.b.(1).

Thanks for asking

Bruce Betts

Acquisition Analyst
Contract Services Section*(Team 3)*
Office of Business and Acquisition Services Administration Division
Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
EmailBruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Thursday, April 07, 2016 2:29 PM
To: Betts, Bruce@DGS
Cc: Monte Bogatz
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

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2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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From: Be Br e S [Br e.Be . A ov](#)
Date: r A A r 201 A 10 2 A
To: eA er o mA [eA er. o mA A mo.or](#)
Subject: R 201 A or A e A A A m o e A o A reeme

Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section*(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

EmailBruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]

Sent: Thursday, April 07, 2016 10:29 AM

To: Betts, Bruce@DGS

Cc: Monte Bogatz

Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

12/17/2016

Br e

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Name of person signing the contract: G.P. Russ Chaney

Title of person signing the contract: Chief Executive Officer

Complete Address of Signer of contract: 5001 E. Philadelphia St., Ontario, CA 91761

Can you also indicate the correct information for the project manager for this contract

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From: R A e [R . A e A mo.or](#)

Date: r A A r 201 A 2 A

To: Be Br e S [Br e.Be . A ov](#)

Cc: e A o e eA S [eA . eA o e . A ov](#) o e Bo A [mo e. o A A mo.or](#) eA er o mA
[eA er. o mA A mo.or](#)

Subject: Re 201 A or A e A A A m o e A o A reeme

I suspect my general counsel, Monte Bogatz, will be able to get you the required info as I know that he and Heather Koffman, our associate general counsel, will be getting back to you today on some of the changes to the contract and our wanting to be sure we are able to comply with all of the provisions of this updated agreement.

Monty, Heather, could one of you get back to Bruce immediately so we don't hold him up for his intended deadline.

A e e

Russ

GP Russ Chaney

O e A O ro

From: Be Br e S [Br e.Be . A ov](#)

Date: r A A r 201 A 3 A

To: R A e [R . A e A mo.or](#)
 Cc: e A o e eA S [eA . eA o e . A ov](#)
 Subject: F 201 A or A e A A A m o e A o A reeme

Good morning Russ,

Is it possible for you to complete the STD204 form that is attached to this email and return it to me today. There is information I need on the form (you FEIN) to get some processes started here at the State. Waiting beyond today may put our May 1st deadline in jeopardy and we want to get the contract executed on that date.

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS
 Sent: Tuesday, April 05, 2016 7:52 AM
 To: 'Russ.Chaney@iapmo.org'
 Cc: de la Motte, Leann@DGS
 Subject: 2016 California Mechanical and Plumbing Code Publication Agreement

Good Morning Russ,

I am the Acquisition Analyst in the Office of Business and Acquisition Services (OBAS) assigned to assist with the execution of Contract #3188106 for the 2016 California Mechanical and Plumbing Code Publication Agreement for the Department of General Services, Building Standards Commission. I have a attached draft copy of the agreement. This drafts will be finalized once I receive the documents and information requested in this communications. So that OBAS can process this agreement, I will require the following completed documents (Scanned copies are acceptable, but the original document(s) will need to be forwarded with the contract package as described below). Please review the agreement and forward the completed documents no later than COB April 8th, 2016.

Please complete and return the following documents to me via email:

CCC-307 Contractor Certification Clauses (attached)

Std 204 Payee Data Record (attached)

GSPD-05-105 Bidder Declaration (attached)

Additionally, could please provide me the following information (complete the highlighted sections below) for the person that will be signing the agreement

Name of person signing the contract: [Redacted]

Title of person signing the contract [Redacted]

Complete Address of Signer of contract: [Redacted]

Can you also indicate the correct information for the project manager for this contract

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I would like to thank you in advance for getting this information to me so that we can process and execute this as quickly as possible. Please don't hesitate to contact me should you have any questions.

Thank you,

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov



From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Biedermann, Cynthia@DGS"](mailto:Biedermann_Cynthia@DGS) Cynthia.Biedermann@dgs.ca.gov
Date: 4/11/2016 11:33:26 AM
Subject: RE: California Contract- NFPA Update

Hi Cynthia,

Allowing NFPA another week to review will put the May 1st execution date in jeopardy. OLS requires a minimum of 10 working days to approve contracts. If this is not acceptable to CBSC, could you use your contacts at NFPA to expedite their response I had already spoken with Deb on 4/6/16 and emphasized that we needed the proposed changes back by April 8th.

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Biedermann, Cynthia@DGS
Sent: Monday, April 11, 2016 11:04 AM
To: Betts, Bruce@DGS
Cc: Marvelli, Mia@DGS; Benny, Katrina@DGS; Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: FW: California Contract- NFPA Update

Bruce,

Please see the NFPA update that follows. As we're looking at another week of review let me know if you'd like to coordinate a call with Dennis/NFPA or in an effort to expedite the process.

C

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Berry, Dennis [<mailto:dberry@NFPA.org>]

Sent: Monday, April 11, 2016 10:51 AM

To: Biedermann, Cynthia@DGS

Subject: RE: California Contract

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From: B e r m A A S [mA_o](#) [ABe_ermA](#) . [A_ov](#)
Sent: o A A r 11 201 1 1
To: Berr e [err](#) [F A.or](#)
Cc: Ro e e rA [ro e](#) [Aor](#)
Subject: A or A o rA

Hi Dennis,

Do you have an update on the California 2016 contract I see that Deb is out this week and our procurement folks are asking for an update.

Please let me know if you have any questions

Thank you so much,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: [Frost, Laura@DGS](mailto:Frost_Laura@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
["Betts, Bruce@DGS"](mailto:Betts_Bruce@DGS) Bruce.Betts@dgs.ca.gov
["de la Motte, Leann@DGS"](mailto:de_la_Motte_Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/11/2016 12:23:27 PM
Subject: RE: Consideration Value of Code Publications

Hi Katrina,

I followed up on this issue to determine how it might affect the routing for approvals. When OLS reviews the package, one of things they would review is the signature authority of the signer of the 213 and NCB approval authority within PD. Additionally, the value of the contract determines if a second level review in OLS is also required.

In order to confirm those approval levels, all reviewers will need to know the maximum value of this contract to the vendor.

Could you please give an estimated number of books the vendor might sell under this agreement based on historical averages. You may need to call the vendor for this. A ballpark number even would be helpful.

The estimated value will only be included on internal documents to give the approvers an understanding of what level of authority is required.

Thanks,

Laura Frost
OBAS/Contract Services
Ph: (916) 375-4989

From: Benny, Katrina@DGS
Sent: Wednesday, April 06, 2016 2:45 PM
To: Betts, Bruce@DGS; de la Motte, Leann@DGS
Cc: Frost, Laura@DGS; Biedermann, Cynthia@DGS; Day, Kevin@DGS
Subject: RE: Consideration Value of Code Publications

Bruce,

In reading 7.45, 4.03 and 4.04 of the SCM, even though the contract is a zero dollar amount between the state and the publishers it is certain that the dollar amount the publishers receive is higher than the threshold specified in the SCM that would require a DGS/OLS review. In addition, it has already been determined that these contracts will be going to OLS for review. So I am submitting the following information in answer to your question. Once we

have reports from the publisher we will have a better idea for the next set of contracts.

The respective publishers (International Code Council, NFPA, and IAPMO) do not charge the State of California for their publication services, nor does the State receive royalties from the sales. The actual cash value of the contract(s) to the State of California is nil and the perceived value is indeterminate, but estimated value could be in excess of \$150,000.

7.45 CONTRACTS WITH NO DOLLAR AMOUNT

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4.03 CONTRACTS REQUIRING DGS/OLS APPROVAL

(Rev 1/14)

DGS/OLS has statutory authority under several sources to approve contracts. PCC §§ 10295, 10297, 10335 and GC § 11256 are the primary legal authority for DGS/OLS' review and approval of contracts. GC § 14615 is the legal authority for the supervision of the State's financial and business policies, and GC § 14616 is the legal authority for some exemptions from DGS/OLS approval of contracts.

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Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Wednesday, April 06, 2016 8:47 AM
To: de la Motte, Leann@DGS
Cc: Frost, Laura@DGS; Biedermann, Cynthia@DGS; Benny, Katrina@DGS
Subject: Consideration Value of Code Publications

Good morning Leann,

SCM Vol 1 7.45 requires that we establish a monetary value of the consideration that agreements provide to the

contractors. We will need to estimate, perhaps with the contractors' assistance, the value of consideration each agreement will provide. I have attached information from each vendor's web site indicating the pricing for the 2013 code books. If the 2013 contracts required reporting of sales, we could use this information to estimate the consideration value of the 2016 publications. If not, CBSC will need to estimate the future annual sales. We will need this information early next week prior to the agreements going to OLS. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/12/2016 9:32:36 AM
Subject: ICC Publication Agreements #3187605 & #3197607

Good Morning Leann,

I received the ICC Publication agreements signed by Mark Johnson. I will send them to you today via IA mail for signatures. Thanks

[Bruce Betts](#)

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
Date: 4/12/2016 11:31:49 AM
Subject: RE: 2016 California Contracts

Dave – first off I feel your pain it really wasn't that they *deemed insufficient or what additional information they need to make it sufficient?* It was more of the fact that they need to know what signature authority needs to approve the contract. See below from Contracts:

When OLS reviews the package, one of things they would review is the signature authority of the signer of the 213 and NCB approval authority within PD. Additionally, the value of the contract determines if a second level review in OLS is also required.

In order to confirm those approval levels, all reviewers will need to know the maximum value of this contract to the vendor.

My feelings are just have the highest legal person sign the contract

Katrina Benny

Manager, CBSC
 Phone 916-263-1350

From: Dave Walls [mailto:dwalls@ICCSafe.ORG]
 Sent: Tuesday, April 12, 2016 11:21 AM
 To: Biedermann, Cynthia@DGS; Mark Johnson
 Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
 Subject: RE: 2016 California Contracts

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From: Biedermann, Cynthia@DGS [<mailto:Cynthia.Biedermann@dgs.ca.gov>]
Sent: Tuesday, April 12, 2016 10:46 AM
To: Dave Walls; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

Hi Dave

Katrina forwarded the following 2013 information but it was deemed insufficient:

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Thanks for the follow-up.

C

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Dave Walls [<mailto:dwalls@ICCSafe.ORG>]
Sent: Tuesday, April 12, 2016 10:31 AM
To: Biedermann, Cynthia@DGS; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

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From: Biedermann, Cynthia@DGS [<mailto:Cynthia.Biedermann@dgs.ca.gov>]

Sent: Tuesday, April 12, 2016 10:27 AM

To: Mark Johnson

Cc: Dave Walls; Casey Thomas; Marvelli, Mia@DGS

Subject: 2016 California Contracts

Dear Mark,

The Department of General Services- Office of Legal Services is requesting an estimated dollar value of each of the 2016 CBSC/ICC agreements:

- ICC Parts 2, 2.5, 9, 10
- ICC Parts 1, 6, 8, 11, 12

Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.

Regards,

Cynthia

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING

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Publication Date: July 1, 2016 Effective Date: January 1, 2017

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To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)

Date: 4/12/2016 3:11:19 PM

Subject: RE: 2016 California Contracts

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From: Biedermann, Cynthia@DGS [mailto:Cynthia.Biedermann@dgs.ca.gov]

Sent: Tuesday, April 12, 2016 2:11 PM

To: Dave Walls; Mark Johnson

Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS

Subject: RE: 2016 California Contracts

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Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

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Sent: Tuesday, April 12, 2016 10:46 AM
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From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)

To: ["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)

Date: 4/12/2016 3:28:59 PM

Subject: RE: 2016 California Contracts

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I was able to get some clarification from contracts and we don't need to overthink this information, (*i.e., units sold, value of intellectual property, typesetter, editor, printing and distribution costs, marketing*).

Mark or Dave, can you give us a rough estimate on how many sets of 2013 California Code books you have sold That's it, plain and simple. If you can get this count, I think we can wrap this up in no time at all.

Thanks,

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Mark Johnson [mailto:mjohnson@icc-es.org]
Sent: Tuesday, April 12, 2016 3:11 PM
To: Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

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STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING

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Publication Date: July 1, 2016 Effective Date: January 1, 2017

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Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
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CYNTHIA BIEDERMANN	ASSOCIATE GOVERNMENTAL PROGRAM ANALYST	CALIFORNIA BUILDING
	STANDARDS COMMISSION 916.263.1330	

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12/17/2016

From: Dave Walls [<mailto:dwalls@ICCSafe.ORG>]
 Sent: Tuesday, April 12, 2016 10:31 AM
 To: Biedermann, Cynthia@DGS; Mark Johnson
 Cc: Casey Thomas; Marvelli, Mia@DGS
 Subject: RE: 2016 California Contracts

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From: [Biedermann, Cynthia@DGS](mailto:Biedermann_Cynthia@DGS)
To: ["Monte Bogatz" monte.bogatz@iapmo.org](mailto:monte.bogatz@iapmo.org)
["Russ Chaney" Russ.Chaney@iapmo.org](mailto:Russ.Chaney@iapmo.org)
Date: 4/12/2016 3:38:40 PM
Subject: RE: 2016 California Mechanical & Plumbing Contracts

Dear Monte,

Thank you for your quick follow-up concerning our inquiry. Can you advise how many copies of the 2013 CMC and CPC have been sold

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Monte Bogatz [mailto:monte.bogatz@iapmo.org]
Sent: Tuesday, April 12, 2016 10:48 AM
To: Russ Chaney; Biedermann, Cynthia@DGS
Cc: Leticia Gallegos; Marvelli, Mia@DGS; Heather Koffman
Subject: RE: 2016 California Mechanical & Plumbing Contracts

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Please consider the environment before printing this email 

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Subject: Re 201 A or A e A A m o rA

Hi Cynthia

I'm forwarding your request to our in-house legal department of Monte Bogatz and Heather Koffman. I'm confident they can get the info to you quickly as we know you are trying to get these contracts wrapped up.

Monte, Heather, please get back to Cynthia

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Russ

GP Russ Chaney

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 Cc: e A A e o [e A A e o A mo.or](#) Arve A S [A Arve . A ov](#)
 Subject: 201 A or A e A A m o rA

Dear Mark,

Dear Russ,

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Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.

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 STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: ["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)
Date: 4/12/2016 3:55:11 PM
Subject: RE: 2016 California Contracts

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From: Benny, Katrina@DGS [mailto:Katrina.Benny@dgs.ca.gov]
Sent: Tuesday, April 12, 2016 3:29 PM
To: Mark Johnson; Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

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Phone 916-263-1350

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Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

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Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

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Subject: 2016 California Contracts

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["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)

Date: 4/12/2016 3:56:47 PM

Subject: RE: 2016 California Contracts

Mark,

That would be great – however, I wouldn't include the complimentary or promotional copies.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Mark Johnson [mailto:mjohnson@icc-es.org]
Sent: Tuesday, April 12, 2016 3:55 PM
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From: Benny, Katrina@DGS [<mailto:Katrina.Benny@dgs.ca.gov>]
Sent: Tuesday, April 12, 2016 3:29 PM
To: Mark Johnson; Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

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Thanks,

Katrina Benny

Manager, CBSC
Phone 916-263-1350

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Sent: Tuesday, April 12, 2016 3:11 PM
To: Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

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From: Biedermann, Cynthia@DGS [<mailto:Cynthia.Biedermann@dgs.ca.gov>]
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Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
 STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE
 Publication Date: July 1, 2016 Effective Date: January 1, 2017

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C

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- ICC Parts 1, 6, 8, 11, 12

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From: ["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)

To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)

Date: 4/13/2016 8:15:02 AM

Subject: RE: 2016 California Contracts

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To: ["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)

Date: 4/13/2016 8:19:22 AM

Subject: RE: 2016 California Contracts



Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Mark Johnson [mailto:mjohnson@icc-es.org]

Sent: Wednesday, April 13, 2016 8:15 AM

To: Benny, Katrina@DGS; Biedermann, Cynthia@DGS; Dave Walls

Cc: Casey Thomas; Marvelli, Mia@DGS

Subject: RE: 2016 California Contracts

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From: ["de la Motte," Leann@DGS](mailto:Leann@DGS)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
Date: 4/13/2016 9:00:59 AM
Subject: FW: BSC printing

See below:

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: de la Motte, Leann@DGS
Sent: Tuesday, March 29, 2016 4:13 PM
To: Valadez, Noah@DGS; Benny, Katrina@DGS
Cc: Marvelli, Mia@DGS
Subject: RE: BSC printing

Hi Noah,

Sorry for the delay, we were all in another meeting.

The purchasing contracts are as follows:

#3188107 NFPA Code
#3188106 IAPMO Code
#3187607 ICC Code Parts 1, 6, 8, 11 & 12
#3187605 ICC Code Parts 2, 2.5, 9 & 10

Please let me know if I can provide any other information.

Thank you,

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Valadez, Noah@DGS
Sent: Tuesday, March 29, 2016 3:20 PM
To: Benny, Katrina@DGS; de la Motte, Leann@DGS
Cc: Marvelli, Mia@DGS
Subject: RE: BSC printing

Katrina,

Brent is setting up a conference call to discuss this further.

Noah

From: Benny, Katrina@DGS
Sent: Tuesday, March 29, 2016 3:07 PM
To: Valadez, Noah@DGS; de la Motte, Leann@DGS
Cc: Marvelli, Mia@DGS
Subject: RE: BSC printing

Noah, please check with Laura Frost and or Bruce Betts for the contract numbers, I don't know if we were ever given them.

Sent via the Samsung Galaxy Note® 3, an AT&T 4G LTE smartphone

----- Original message -----

From: "Valadez, Noah@DGS" <Noah.Valadez@dgs.ca.gov>

Date: 03/29/2016 2:56 PM (GMT-08:00)

To: "de la Motte, Leann@DGS" <Leann.deLaMotte@dgs.ca.gov>, "Benny, Katrina@DGS" <Katrina.Benny@dgs.ca.gov>

Subject: BSC printing

Katrina and Leann,

I just spoke to Brent Jamison regarding the status of BSC's contract request for printing services – to print BSC's annual publication that comes out in January. He told me the request was submitted to OBAS sometime in October 2015. Unfortunately, we are unable to find a corresponding contract request in OBAS' inbox and there is only one open contract request in our log, but that request is dated March 23, 2016, which does not appear to be the contract in question. I was hoping you could shed some light on the contract request to help us track it down.

Thank you.

Noah

From: [Biedermann, Cynthia@DGS](mailto:Cynthia@DGS)

To: ["Benny, Katrina@DGS"](mailto:Benny.Katrina@DGS) Katrina.Benny@dgs.ca.gov

Date: 4/13/2016 9:02:50 AM

Subject: FW: 2016 CEC Contract Follow-Up

Please find NFPA/BNi dollar figure below for 2013 code sales

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
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NEW YEAR, NEW CODE

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From: Berry, Dennis [mailto:dberry@NFPA.org]
Sent: Wednesday, April 13, 2016 6:34 AM
To: Biedermann, Cynthia@DGS
Cc: Rose, Debra
Subject: RE: 2016 CEC Contract Follow-Up

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To: Berr e err F A.or

Subject: 201 o rA Fo o -

Dennis,

Can you let us know how many copies of the 2013 CEC have been sold It sounds like that is all we need to know in order to wrap up the contract.

Regards,

Cynthia

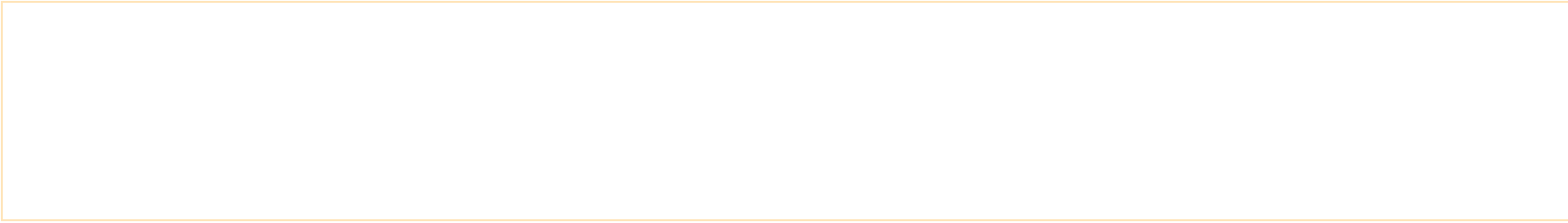
CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017



From: Benny_Katrina@DGS
To: ["Betts, Bruce@DGS" Bruce.Betts@dgs.ca.gov](mailto:Bruce.Betts@dgs.ca.gov)
["Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov](mailto:Mia.Marvelli@dgs.ca.gov)
Date: 4/13/2016 2:36:58 PM
Subject: RE: 3188106 IAPMO Agreement

Mia, if you haven't left the ZIG yet can you stop at the 2nd floor to pick up or just sign the IAPMO contract

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Wednesday, April 13, 2016 2:36 PM
To: Benny, Katrina@DGS
Cc: Frost, Laura@DGS; de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
Subject: 3188106 IAPMO Agreement

Hello Katrina,

The agreement, signed by IAPMO, arrived this afternoon. Would you like to pick it up or should I send it via IA mail

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

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 Building Plumbing and Mechanical Officials (IAPMO) owns the copyrights to these model codes; therefore, IAPMO must be the publisher of these California codes, if they are each going to contain 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 Building 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 for 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 sublicense 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. Post all 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 2014 2015 UMC/UPC approved and codified by the CBSC, those portions of the 2014 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 2015 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 2015 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 2015 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 2015 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 postage-paid return card for each purchaser to with instructions to apply register for complimentary automatic receipt of all supplements and errata sheets. IAPMO will maintain the mailing list, and print, mail and 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.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to IAPMO by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to IAPMO with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** IAPMO agrees to furnish the 2016 Code in loose-leaf format on the following basis:
1. IAPMO shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by IAPMO that will entitle the purchaser to receive all 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related Errata sheets from IAPMO at no additional charge.
 2. Any bookstore or other vendor may purchase the 2016 Code from IAPMO for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets from IAPMO at no additional charge.
 3. IAPMO shall provide to CBSC the electronic files of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If IAPMO develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, IAPMO shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.

4. IAPMO may include references to IAPMO-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate IAPMO materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. IAPMO may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. IAPMO will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:

<i>CBSC Contract Administrator</i>
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, IAPMO shall deliver complimentary copies of the 2016 CMC/CPC, and automatically, any 2016 CMC/CPC Supplements, supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets, directly to the Depository Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC hereto in the quantities specified therein. IAPMO shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. IAPMO shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide IAPMO with names and delivery addresses of the current and any new commissioners as well as notifying IAPMO of any terminations.
2. IAPMO shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 CMC/CPC Supplements, directly to the following state agencies, in the quantities specified by CBSC, per the instruction of CBSC.

- D. **Subscription Service.** In order to ensure that the 2016 CMC/CPC purchased from IAPMO or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, IAPMO shall make available to all purchasers of the 2016 CMC/CPC, all 2016 CMC/CPC Supplements, all supplements to the 2016 CMC/CPC in response to emergency regulations, and all related errata sheets, at no additional cost. IAPMO shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CMC/CPC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.
- E. **Funding.** IAPMO 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or

supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837,
Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA
95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172
Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008
San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000
University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292
University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575
University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
Law Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747

- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501- 0533
- Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100

County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534

County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650

Law McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955

Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340

Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612

Law Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804

Law Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203

Law Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814

Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508

Law San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401

San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410

San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410

Law San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999

San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030

Law San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202

San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403

Law San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408

Law San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063

San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592

Law Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101

Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019

Law Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004

Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500

Law Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060

Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060

Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454

Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401

Law Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403

Sonoma County Library, 211 E Street, Santa Rosa, CA 95404

Law Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106

Law Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612

Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166

Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202

Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320

Law University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210

Law Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA
95616-5203

University of California, Irvine Libraries, Government Information Department, Building 520, Ayala
Science Library Receiving Dock, Irvine, CA 92697

Law University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los
Angeles, CA 90095-1458

University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900,
Riverside, CA 92517-5900

University of California, Santa Cruz, University Library, Government Publications, 1156 High
Street, Santa Cruz, CA 95064

Law University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764

Law University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, CA 92110-2492

Law University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA
94117

Law University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072

University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale
Parkway, Los Angeles, CA 90089-0048

Law Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020

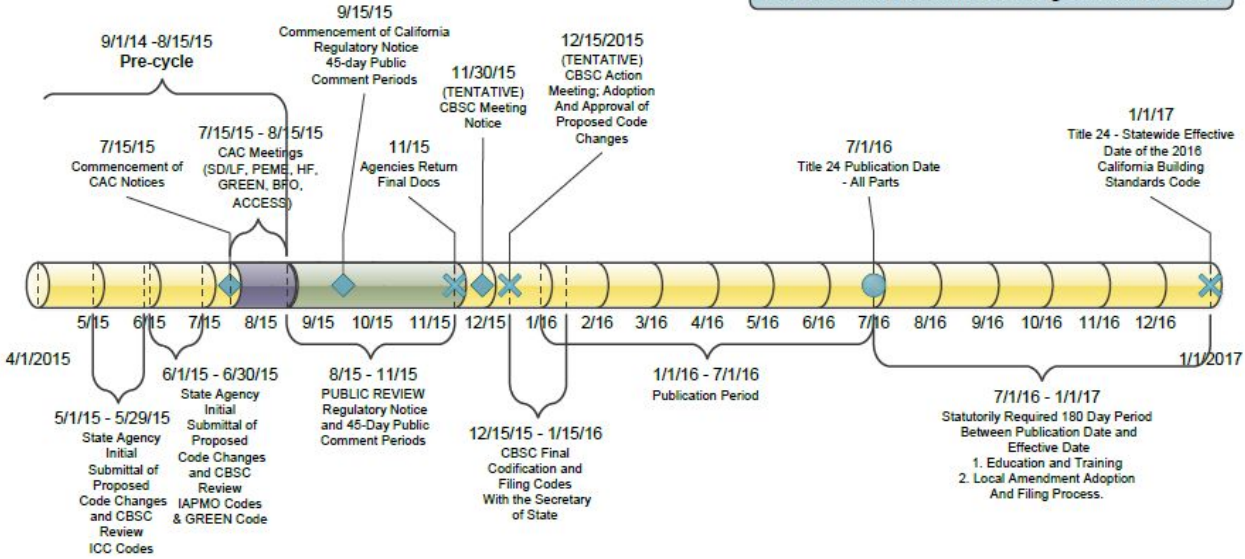
Law Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

January 1, 2017 Effective Date

2015 Triennial Code Adoption Cycle

For the 2016 California Building Standards Code



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

From: Benny_Katrina@DGS

To: "[Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)" Bruce.Betts@dgs.ca.gov
"[de la Motte, Leann@DGS](mailto:de_la_Motte_Leann@DGS)" Leann.delaMotte@dgs.ca.gov

Date: 4/14/2016 9:39:19 AM

Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement

Attachments: [HNK 3188106.BSC.2016 California Mechanical and Plumbing Code Publication Agreement.docx](#)

Bruce,

I see in the actual contract – found twice on the first page (the first paragraph and under the project summary) – the error and maybe why the 213 is wrong.

It reads: The International Association of **Building** and Mechanical Officials (IAPMO)

Should read: The International Association of **Plumbing** and Mechanical Officials (IAPMO)

I can't believe that we ALL have read this over and over and didn't catch it We might want to resend them another front page of the contract I have made the changes in the attached document with track changes.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS

Sent: Monday, April 11, 2016 11:04 AM

To: Biedermann, Cynthia@DGS; de la Motte, Leann@DGS

Cc: Benny, Katrina@DGS; Marvelli, Mia@DGS; Frost, Laura@DGS

Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement

Good morning,

Please review the attached document with requested changes from IAPMO. Please let me know if you approve these suggested changes. Once you approve these changes, I will prepare the final contract and forward it to IAPMO for signature. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]

Sent: Monday, April 11, 2016 9:24 AM

To: Betts, Bruce@DGS

Cc: Monte Bogatz; Frost, Laura@DGS

Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

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original transmission and its attachments without reading or saving in any manner. Thank you.

From: Bruce S. Beatty, Sr. [mailto:Bruce.Beatty@iapmo.org]
 Date: April 7, 2016 2:29 PM
 To: Heather Koffman [mailto:Heather.Koffman@iapmo.org]
 Cc: Monte Bogatz [mailto:Monte.Bogatz@iapmo.org]; Heather Koffman [mailto:Heather.Koffman@iapmo.org]
 Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Hi Heather,

We generally do not change the language in the CCC-307 document. However, the statement from your employee handbook (highlighted below) meets the intent of the requirement in para 2.b.(1).

Thanks for asking

Bruce Betts

Acquisition Analyst
Contract Services Section *(Team 3)*
Office of Business and Acquisition Services Administration Division
 Department of General Services State of California
 707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [mailto:Heather.Koffman@iapmo.org]
 Sent: Thursday, April 07, 2016 2:29 PM
 To: Betts, Bruce@DGS
 Cc: Monte Bogatz
 Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Bruce

Attachment: Attachment 1

Attachment: Attachment 2 - 30 re Ar r Free or A ere reme .

-30 A Se o 2 A oA rmA ve er o e o o

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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From: Be Br e S Br e.Be . A ov
Date: r A A r 201 A 10 2 A
To: eA er o mA eA er. o mA A mo.or
Subject: R 201 A or A e A A A m o e A o A reeme

Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Thursday, April 07, 2016 10:29 AM
To: Betts, Bruce@DGS
Cc: Monte Bogatz
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Br e

A e o e orm o o mme Ae er o remA oR eo . om ee A e .

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Name of person signing the contract: G.P. Russ Chaney

Title of person signing the contract: Chief Executive Officer

Complete Address of Signer of contract: 5001 E. Philadelphia St., Ontario, CA 91761

Can you also indicate the correct information for the project manager for this contract

<u>o rA or A O</u>
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From: R A e [R . A e A mo.or](#)

Date: r A A r 201 A 2 A

To: Be Br e S [Br e.Be . A ov](#)

Cc: e A o e eA S [eA . eA o e . A ov](#) o e Bo A [mo e. o A A mo.or](#) eA er o mA
[eA er. o mA A mo.or](#)

Subject: Re 201 A or A e A A A m o e A o A reeme

I suspect my general counsel, Monte Bogatz, will be able to get you the required info as I know that he and Heather Koffman, our associate general counsel, will be getting back to you today on some of the changes to the contract and our wanting to be sure we are able to comply with all of the provisions of this updated agreement.

Monty, Heather, could one of you get back to Bruce immediately so we don't hold him up for his intended deadline.

A e e

Russ

GP Russ Chaney

O e A O ro

From: Be Br e S [Br e.Be . A ov](#)
 Date: r A A r 201 A 3 A
 To: R A e [R . A e A mo.or](#)
 Cc: e A o e eA S [eA . eA o e . A ov](#)
 Subject: F 201 A or A e A A A m o e A o A reeme

Good morning Russ,

Is it possible for you to complete the STD204 form that is attached to this email and return it to me today. There is information I need on the form (you FEIN) to get some processes started here at the State. Waiting beyond today may put our May 1st deadline in jeopardy and we want to get the contract executed on that date.

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

EmailBruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS
 Sent: Tuesday, April 05, 2016 7:52 AM
 To: 'Russ.Chaney@iapmo.org'
 Cc: de la Motte, Leann@DGS
 Subject: 2016 California Mechanical and Plumbing Code Publication Agreement

Good Morning Russ,

I am the Acquisition Analyst in the Office of Business and Acquisition Services (OBAS) assigned to assist with the execution of Contract #3188106 for the 2016 California Mechanical and Plumbing Code Publication Agreement for the Department of General Services, Building Standards Commission. I have a attached draft copy of the agreement. This drafts will be finalized once I receive the documents and information requested in this communications. So that OBAS

12/17/2016

can process this agreement, I will require the following completed documents (Scanned copies are acceptable, but the original document(s) will need to be forwarded with the contract package as described below). Please review the agreement and forward the completed documents no later than COB April 8th, 2016.

Please complete and return the following documents to me via email:

CCC-307 Contractor Certification Clauses (attached)

Std 204 Payee Data Record (attached)

GSPD-05-105 Bidder Declaration (attached)

Additionally, could please provide me the following information (complete the highlighted sections below) for the person that will be signing the agreement

Name of person signing the contract: [Redacted]

Title of person signing the contract [Redacted]

Complete Address of Signer of contract: [Redacted]

Can you also indicate the correct information for the project manager for this contract

o rA or A O
o A
o e
-mA
A re
[Redacted]

I would like to thank you in advance for getting this information to me so that we can process and execute this as quickly as possible. Please don't hesitate to contact me should you have any questions.

Thank you,

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
["de la Motte, Leann@DGS"](mailto:de_la_Motte_Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/14/2016 9:50:58 AM
Subject: RE: 2016 California Mechanical and Plumbing Code Publication Agreement

Hi Katrina,

I sent Heather a revised 213 and asked that she return it to me signed tomorrow if possible. I will use the updated Exhibit when I send it to CBSC for Mia to sign. Thank you for catching this. When IAPMO receives their final, executed copy it will include these corrections.

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Thursday, April 14, 2016 9:39 AM
To: Betts, Bruce@DGS; de la Motte, Leann@DGS
Cc: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS; Day, Kevin@DGS
Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement

Bruce,

I see in the actual contract – found twice on the first page (the first paragraph and under the project summary) – the error and maybe why the 213 is wrong.

It reads: The International Association of **Building** and Mechanical Officials (IAPMO)

Should read: The International Association of **Plumbing** and Mechanical Officials (IAPMO)

I can't believe that we ALL have read this over and over and didn't catch it We might want to resend them another front page of the contract I have made the changes in the attached document with track changes.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Monday, April 11, 2016 11:04 AM
To: Biedermann, Cynthia@DGS; de la Motte, Leann@DGS
Cc: Benny, Katrina@DGS; Marvelli, Mia@DGS; Frost, Laura@DGS
Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement

Good morning,

Please review the attached document with requested changes from IAPMO. Please let me know if you approve these suggested changes. Once you approve these changes, I will prepare the final contract and forward it to IAPMO for signature. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Monday, April 11, 2016 9:24 AM
To: Betts, Bruce@DGS
Cc: Monte Bogatz; Frost, Laura@DGS
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

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From: Be Br e S [Br e.Be . A ov](#)

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Subject: R 201 A or A e A A A m o e A o A reeme

Hi Heather,

We generally do not change the language in the CCC-307 document. However, the statement from your employee handbook (highlighted below) meets the intent of the requirement in para 2.b.(1).

Thanks for asking

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]

Sent: Thursday, April 07, 2016 2:29 PM

To: Betts, Bruce@DGS

Cc: Monte Bogatz

Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

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2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender. Please destroy the original transmission and its attachments without reading or saving in any manner. Thank you.

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Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

EmailBruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Thursday, April 07, 2016 10:29 AM
To: Betts, Bruce@DGS
Cc: Monte Bogatz
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

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Name of person signing the contract: G.P. Russ Chaney

Title of person signing the contract: Chief Executive Officer

Complete Address of Signer of contract: 5001 E. Philadelphia St., Ontario, CA 91761

Can you also indicate the correct information for the project manager for this contract

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From: R A e [R . A e A mo.or](mailto:R.A.e@A mo.or)
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Subject: Re 201 A or A e A A A m o e A o A reeme

I suspect my general counsel, Monte Bogatz, will be able to get you the required info as I know that he and Heather Koffman, our associate general counsel, will be getting back to you today on some of the changes to the contract and our wanting to be sure we are able to comply with all of the provisions of this updated agreement.

Monty, Heather, could one of you get back to Bruce immediately so we don't hold him up for his intended deadline.

A e e

Russ

GP Russ Chaney

O e A O ro

From: Be Br e S [Br e.Be . A ov](mailto:Br.e.Be@A ov)
Date: r A A r 201 A 3 A
To: R A e [R . A e A mo.or](mailto:R.A.e@A mo.or)
Cc: e A o e eA S eA . eA o e . A ov
Subject: F 201 A or A e A A A m o e A o A reeme

Good morning Russ,

Is it possible for you to complete the STD204 form that is attached to this email and return it to me today. There is information I need on the form (you FEIN) to get some processes started here at the State. Waiting beyond today may put our May 1st deadline in jeopardy and we want to get the contract executed on that date.

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS

Sent: Tuesday, April 05, 2016 7:52 AM

To: 'Russ.Chaney@iapmo.org'

Cc: de la Motte, Leann@DGS

Subject: 2016 California Mechanical and Plumbing Code Publication Agreement

Good Morning Russ,

I am the Acquisition Analyst in the Office of Business and Acquisition Services (OBAS) assigned to assist with the execution of Contract #3188106 for the 2016 California Mechanical and Plumbing Code Publication Agreement for the Department of General Services, Building Standards Commission. I have a attached draft copy of the agreement. This drafts will be finalized once I receive the documents and information requested in this communications. So that OBAS can process this agreement, I will require the following completed documents (Scanned copies are acceptable, but the original document(s) will need to be forwarded with the contract package as described below). Please review the agreement and forward the completed documents no later than COB April 8th, 2016.

Please complete and return the following documents to me via email:

CCC-307 Contractor Certification Clauses (attached)

Std 204 Payee Data Record (attached)

GSPD-05-105 Bidder Declaration (attached)

Additionally, could please provide me the following information (complete the highlighted sections below) for the person that will be signing the agreement

Name of person signing the contract: [Redacted]

Title of person signing the contract [Redacted]

Complete Address of Signer of contract: [Redacted]

Can you also indicate the correct information for the project manager for this contract

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I would like to thank you in advance for getting this information to me so that we can process and execute this as quickly as possible. Please don't hesitate to contact me should you have any questions.

Thank you,

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: ["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
Date: 4/19/2016 9:56:14 AM
Subject: RE: 2016 California Contracts

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From: Benny, Katrina@DGS [mailto:Katrina.Benny@dgs.ca.gov]
Sent: Wednesday, April 13, 2016 8:19 AM
To: Mark Johnson; Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts



Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Mark Johnson [<mailto:mjohnson@icc-es.org>]
Sent: Wednesday, April 13, 2016 8:15 AM
To: Benny, Katrina@DGS; Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

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From: Benny, Katrina@DGS [<mailto:Katrina.Benny@dgs.ca.gov>]
Sent: Tuesday, April 12, 2016 3:29 PM
To: Mark Johnson; Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

Hello everyone,

I just got back from the ZIG and have both ICC contracts in my possession. I will have Mia sign them as soon as she gets out of her meeting and then they will be returned to DGS contract unit tomorrow (or today).

I was able to get some clarification from contracts and we don't need to overthink this information, (*i.e., units sold, value of intellectual property, typesetter, editor, printing and distribution costs, marketing*).

Mark or Dave, can you give us a rough estimate on how many sets of 2013 California Code books you have sold That's it, plain and simple. If you can get this count, I think we can wrap this up in no time at all.

Thanks,

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Mark Johnson [<mailto:mjohnson@icc-es.org>]
Sent: Tuesday, April 12, 2016 3:11 PM
To: Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

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From: Biedermann, Cynthia@DGS [<mailto:Cynthia.Biedermann@dgs.ca.gov>]
Sent: Tuesday, April 12, 2016 2:11 PM
To: Dave Walls; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

Dear Mark and Dave,

Thank you for the follow-up call and email. We are sitting down with Mia as soon as possible to clarify what the estimated value of the contract in dollars should be based on (i.e., units sold, value of intellectual property, typesetter, editor, printing and distribution costs, marketing).

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Dave Walls [mailto:dwalls@ICCSafe.ORG]
Sent: Tuesday, April 12, 2016 11:21 AM
To: Biedermann, Cynthia@DGS; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

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From: Biedermann, Cynthia@DGS [mailto:Cynthia.Biedermann@dgs.ca.gov]
Sent: Tuesday, April 12, 2016 10:46 AM
To: Dave Walls; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

Hi Dave

Katrina forwarded the following 2013 information but it was deemed insufficient:

- The respective publishers (International Code Council, NFPA, and IAPMO) do not charge the State of California for their publication services, nor does the State receive royalties from the sales. The actual cash value of the contract(s) to the State of California is nil and the perceived value is indeterminate, but estimated value could be in excess of \$150,000.

Thanks for the follow-up.

C

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Dave Walls [<mailto:dwalls@ICCSafe.ORG>]
Sent: Tuesday, April 12, 2016 10:31 AM
To: Biedermann, Cynthia@DGS; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

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From: Biedermann, Cynthia@DGS [<mailto:Cynthia.Biedermann@dgs.ca.gov>]
Sent: Tuesday, April 12, 2016 10:27 AM
To: Mark Johnson
Cc: Dave Walls; Casey Thomas; Marvelli, Mia@DGS
Subject: 2016 California Contracts

Dear Mark,

The Department of General Services- Office of Legal Services is requesting an estimated dollar value of each of the 2016 CBSC/ICC agreements:

- ICC Parts 2, 2.5, 9, 10
- ICC Parts 1, 6, 8, 11, 12

Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

[Register now](http://www.iccsafe.org/EVDS) for the International Code Council's 2016 Committee Action Hearings, April 17 - 27 in Louisville. Reminder - ICC Governmental Memberships must be current by March 18, to participate in the Online Governmental Consensus Vote which follows the hearings. www.iccsafe.org/EVDS.

[Register now](http://www.iccsafe.org/EVDS) for the International Code Council's 2016 Committee Action Hearings, April 17 - 27 in Louisville. Reminder - ICC Governmental Memberships must be current by March 18, to participate in the Online Governmental Consensus Vote which follows the hearings. www.iccsafe.org/EVDS.

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[Register now](http://www.iccsafe.org/EVDS) for the International Code Council's 2016 Committee Action Hearings, April 17 - 27 in Louisville. Reminder - ICC

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From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)

To: ["Mark Johnson" mjohnson@icc-es.org](mailto:Mark Johnson)

Date: 4/19/2016 10:34:29 AM

Subject: RE: 2016 California Contracts

Hi Mark, I think we are good to go. The contracts should be with our Legal Counsel now for review and that could take up to 10 days.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Mark Johnson [mailto:mjohnson@icc-es.org]
Sent: Tuesday, April 19, 2016 9:56 AM
To: Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

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Sent: Wednesday, April 13, 2016 8:19 AM
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Subject: RE: 2016 California Contracts

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From: Benny, Katrina@DGS [<mailto:Katrina.Benny@dgs.ca.gov>]
Sent: Tuesday, April 12, 2016 3:29 PM
To: Mark Johnson; Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

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I was able to get some clarification from contracts and we don't need to overthink this information, (*i.e., units sold, value of intellectual property, typesetter, editor, printing and distribution costs, marketing*).

Mark or Dave, can you give us a rough estimate on how many sets of 2013 California Code books you have sold That's it, plain and simple. If you can get this count, I think we can wrap this up in no time at all.

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Katrina Benny

Manager, CBSC
Phone 916-263-1350

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Sent: Tuesday, April 12, 2016 3:11 PM
To: Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

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Sent: Tuesday, April 12, 2016 2:11 PM
To: Dave Walls; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

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Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Dave Walls [\[mailto:dwalls@ICCSafe.ORG\]](mailto:dwalls@ICCSafe.ORG)
Sent: Tuesday, April 12, 2016 11:21 AM
To: Biedermann, Cynthia@DGS; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

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From: Biedermann, Cynthia@DGS [<mailto:Cynthia.Biedermann@dgs.ca.gov>]
Sent: Tuesday, April 12, 2016 10:46 AM
To: Dave Walls; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

Hi Dave

Katrina forwarded the following 2013 information but it was deemed insufficient:

- The respective publishers (International Code Council, NFPA, and IAPMO) do not charge the State of California for their publication services, nor does the State receive royalties from the sales. The actual cash value of the contract(s) to the State of California is nil and the perceived value is indeterminate, but estimated value could be in excess of \$150,000.

Thanks for the follow-up.

C

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Dave Walls [<mailto:dwalls@ICCSafe.ORG>]
Sent: Tuesday, April 12, 2016 10:31 AM
To: Biedermann, Cynthia@DGS; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

A

From: Biedermann, Cynthia@DGS [<mailto:Cynthia.Biedermann@dgs.ca.gov>]
Sent: Tuesday, April 12, 2016 10:27 AM
To: Mark Johnson
Cc: Dave Walls; Casey Thomas; Marvelli, Mia@DGS
Subject: 2016 California Contracts

Dear Mark,

The Department of General Services- Office of Legal Services is requesting an estimated dollar value of each of the 2016 CBSC/ICC agreements:

- ICC Parts 2, 2.5, 9, 10
- ICC Parts 1, 6, 8, 11, 12

Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

[Register now](http://www.iccsafe.org/EVDS) for the International Code Council's 2016 Committee Action Hearings, April 17 - 27 in Louisville. Reminder - ICC Governmental Memberships must be current by March 18, to participate in the Online Governmental Consensus Vote which follows the hearings. www.iccsafe.org/EVDS.

[Register now](http://www.iccsafe.org/EVDS) for the International Code Council's 2016 Committee Action Hearings, April 17 - 27 in Louisville. Reminder - ICC Governmental Memberships must be current by March 18, to participate in the Online Governmental Consensus Vote which follows the hearings. www.iccsafe.org/EVDS.

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the original message and all copies from your system. Thank you.

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Biedermann, Cynthia@DGS"](mailto:Biedermann,Cynthia@DGS) Cynthia.Biedermann@dgs.ca.gov
Date: 4/19/2016 1:13:09 PM
Subject: RE: California Contract- NFPA Update

Hello Cynthia,

Have you heard anything further from Dennis Berry at NFPA I will follow up with him this afternoon but wanted to check in with you first. Thank you.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Biedermann, Cynthia@DGS
Sent: Monday, April 11, 2016 11:04 AM
To: Betts, Bruce@DGS
Cc: Marvelli, Mia@DGS; Benny, Katrina@DGS; Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: FW: California Contract- NFPA Update

Bruce,

Please see the NFPA update that follows. As we're looking at another week of review let me know if you'd like to coordinate a call with Dennis/NFPA or in an effort to expedite the process.

C

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING

12/17/2016

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Berry, Dennis [<mailto:dberry@NFPA.org>]
Sent: Monday, April 11, 2016 10:51 AM
To: Biedermann, Cynthia@DGS
Subject: RE: California Contract

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Sent: o A A r 11 201 1 1
To: B e r r e [err](#) [F A.or](#)
Cc: R o e e r A [ro e](#) [A.or](#)
Subject: A o r A o r A

Hi Dennis,

Do you have an update on the California 2016 contract I see that Deb is out this week and our procurement folks are asking for an update.

Please let me know if you have any questions

Thank you so much,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
["Biedermann, Cynthia@DGS"](mailto:Biedermann_Cynthia@DGS) Cynthia.Biedermann@dgs.ca.gov
Date: 4/19/2016 2:10:27 PM
Subject: RE: California Contract- NFPA Update

Hi Katrina,

I have not received the 215s back from OFS yet but I have an expedite request in. I expect them back today or tomorrow and once I have them, I can send the packages to OLS. I will let you know once they move to OLS.

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Tuesday, April 19, 2016 2:08 PM
To: Betts, Bruce@DGS; Biedermann, Cynthia@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

Bruce,

We haven't heard from NFPA as of yet, but Cynthia is going to shoot them another email to inquire about their contract.

Can we proceed with the other 3 contracts for Legal review

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Tuesday, April 19, 2016 1:13 PM
To: Biedermann, Cynthia@DGS
Cc: Benny, Katrina@DGS; Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

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To: Betts, Bruce@DGS
Cc: Marvelli, Mia@DGS; Benny, Katrina@DGS; Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: FW: California Contract- NFPA Update

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C

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Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Berry, Dennis [<mailto:dberry@NFPA.org>]
Sent: Monday, April 11, 2016 10:51 AM
To: Biedermann, Cynthia@DGS
Subject: RE: California Contract

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Sent: o A A r 11 201 1 1
To: Berr e err F A.or
Cc: Ro e e rA ro e Aor
Subject: A or A o rA

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Thank you so much,

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Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
Date: 4/21/2016 7:45:18 AM
Subject: RE: California Contract- NFPA Update

Hi Katrina,

The 215s were returned from OFS this morning. OFS has directed that the 215s be routed through the OLS Intellectual Property Team. I will route them today simultaneous with routing the contract packages for IAPMO & ICC through OLS.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Tuesday, April 19, 2016 2:11 PM
To: Betts, Bruce@DGS; Biedermann, Cynthia@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

Thanks Bruce.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Tuesday, April 19, 2016 2:10 PM
To: Benny, Katrina@DGS; Biedermann, Cynthia@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Biedermann, Cynthia@DGS
Sent: Monday, April 11, 2016 11:04 AM
To: Betts, Bruce@DGS
Cc: Marvelli, Mia@DGS; Benny, Katrina@DGS; Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: FW: California Contract- NFPA Update

Bruce,

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C

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: Berry, Dennis [<mailto:dberry@NFPA.org>]
Sent: Monday, April 11, 2016 10:51 AM
To: Biedermann, Cynthia@DGS
Subject: RE: California Contract

A

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Sent: o A A r 11 201 1 1
To: Berr e err F A.or
Cc: Ro e e rA ro e Aor
Subject: A or A o rA

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STANDARDS COMMISSION 916.263.1330

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Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
Date: 4/21/2016 8:33:55 AM
Subject: RE: California Contract- NFPA Update

I made a minor change. Only the STD 215 goes to OFS. Both the STD 213 & OFS stamped STD 215 are reviewed and approved by OLS.

Contract	STD 213 With Publisher	OFS STD 215 review	STD 213 & 215 OLS for review
ICC (2)	Signed and returned	Signed and returned	Going today 4-21
IAPMO	Signed and returned	Signed and returned	Going today 4-21
NFPA	Still with publisher ETA unknown	Signed and returned	

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
 Sent: Thursday, April 21, 2016 8:25 AM
 To: Betts, Bruce@DGS
 Cc: Day, Kevin@DGS; de la Motte, Leann@DGS; Frost, Laura@DGS; Biedermann, Cynthia@DGS
 Subject: RE: California Contract- NFPA Update

So for me to understand this better please verify the below chart:

Contract	With Publisher	OFS review	OLS for review
ICC (2)	Signed and returned	Signed and returned	Going today 4-21
IAPMO	Signed and returned	Signed and returned	Going today 4-21
NFPA	Still with publisher ETA unknown		

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Thursday, April 21, 2016 7:45 AM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS; Frost, Laura@DGS; Biedermann, Cynthia@DGS
Subject: RE: California Contract- NFPA Update

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Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Tuesday, April 19, 2016 2:11 PM
To: Betts, Bruce@DGS; Biedermann, Cynthia@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

Thanks Bruce.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Tuesday, April 19, 2016 2:10 PM
To: Benny, Katrina@DGS; Biedermann, Cynthia@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

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Email Bruce.Betts@dgs.ca.gov

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Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Tuesday, April 19, 2016 1:13 PM
To: Biedermann, Cynthia@DGS
Cc: Benny, Katrina@DGS; Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

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Subject: FW: California Contract- NFPA Update

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CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

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From: B e ermA A S [mA o](#) [ABe ermA](#) . [A ov](#)
Sent: o A A r 11 201 11
To: Berr e [err](#) [F A.or](#)
Cc: Ro e e rA [ro e](#) [A.or](#)
Subject: A or A o rA

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STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

Publication Date: July 1, 2016 Effective Date: January 1, 2017

EXHIBIT A

SCOPE OF WORK

The 2016 California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on the 2014 National Electrical Code®. The California code Electrical Code includes both provisions of the model code and amendments to the code adopted by California. The National Fire Protection Association, Inc. (NFPA®) owns the copyright to the National Electrical Code and the acronym (NEC®).

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and National Fire Protection Association (NFPA) will coordinate the publication of the 2016 California Electrical Code (Title 24, Part 3). All activities hereto that are the responsibility of the NFPA may be carried out by or through and NFPA approved authorized licensee or subcontractor at the discretion of the NFPA. The description NFPA and NFPA and/or Authorized Agent and Licensee is may be used interchangeably, except where noted.

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70® National Electrical Code® 2014 Edition, as well as the trademark to the title National Electrical Code® and the acronym NEC® (hereinafter referred to as “2014 NEC”); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies electrical code standards and amendments, which may be based on an existing model electrical code, and publishes them as the California Electrical Code, California Code of Regulations, Title 24, Part 3 (hereinafter referred to as the “CEC”); and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the CEC containing those portions of the 2014 NEC, first printing, as adopted by CBSC, that have been approved and codified by CBSC, those portions of the 2014 NEC that have been modified by CBSC, and the California amendments thereto (hereinafter referred to as the “2016 CEC”); and
- D. **WHEREAS**, NFPA and CBSC desire to publish the 2016 CEC in a pre -assembled loose-leaf and fully integrated format on or before July 1, 2016; and
- E. **WHEREAS**, NFPA and CBSC desire to make arrangements for annual amendments to the 2016 CEC (hereinafter referred to as the “2016 CEC Supplements”), errata supplements, and emergency supplements.; and

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

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
Debra Rose, NFPA 1 Batterymarch Park Quincy, MA 02169-747 (617) 984-7595 drose@nfpa.org

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

4. PERFORMANCE DETAILS

Grant of License for CEC.

A. **By NFPA.** Subject to the limitation of section 1 below, NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2014 NEC, NFPA supplements and revisions to the 2014 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2016 CEC, as well as the 2016 CEC 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 NFPA breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fails to make available for sale the 2016 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 NFPA or until one hundred and eighty days (180) after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA. If at any time prior to the discontinuation of publication by NFPA 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, 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 NFPA recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA.

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 and required by NFPA .
4. Post all supplements which may contain material copyrighted by NFPA on the NFPA and/or Authorized Agent and Licensee 's website in "read-only" format.

B. **By CBSC.** CBSC hereby grants to NFPA an exclusive, worldwide license to copy, print, publish, distribute and sell the 2016 CEC and all 2016 CEC Supplements in accordance with the terms of this Agreement.

5. SERVICE DETAILS

A. **Technical Services.** Immediately after the execution of this Agreement, NFPA shall commence the following services:

1. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable set hereinforth in 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 2014 NEC approved and codified by the CBSC, those portions of the 2014 NEC that have been modified by the CBSC, and all California amendments.
2. NFPA shall print and publish all 2016 CEC Supplements on a regular basis so that all customers have available an accurate and up-to-date Code, provided, however, that NFPA 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 NFPA and/or Authorized Agent and Licensee 's website and shall be provided to CBSC for posting on CBSC 's website in a "read-only" format.
3. NFPA shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 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. NFPA and/or Authorized Agent and Licensee 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 CBSC, copies of the 2016 CEC 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 NFPA and/or Authorized Agent and LicenseeNFPA the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to NFPA and/or Authorized Agent and LicenseeNFPA the proofed and approved final text on or before May 15, 2016, NFPA and/or Authorized Agent and LicenseeNFPA shall be provided with a period of 35 45 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2016 CEC.

- 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 be shown with a not be printed istrike through the language in the 2016 CEC. In the event NFPA and/or Authorized Agent and Licensee insists will show non-adopted language in legislative (strike thru) text and will on including such non-adopted language, it shall be highlighted and clearly note d as not adopted by the State on each page on which it appears.
- C. All Errata and/or Supplements to the 2014 Licensed Property as originally adopted by CBSC as the 2016 CEC which are thereafter generated by NFPA and/or Authorized Agent and Licensee shall not be printed in the 2016 CEC unless expressly approved by the CBSC.
- D. CBSC shall submit to NFPA and/or Authorized Agent and Licensee its modifications to the 2014 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, NFPA and/or Authorized Agent and Licensee shall furnish to CBSC a copy of the initial draft of the 2016 CEC for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the initial draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the initial draft, NFPA and/or Authorized Agent and Licensee 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 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the second draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a final draft.
- G. NFPA and/or Authorized Agent and Licensee shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 CEC. If CBSC promptly delivers to NFPA and/or Authorized Agent and Licensee the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the 2016 CEC is available for sale within thirty-five (35) days of receipt from 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 NFPA and/or Authorized Agent and Licensee 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 NFPA and/or Authorized Agent and Licensee , 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. NFPA and/or Authorized Agent and Licensee 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 NFPA and/or Authorized Agent and Licensee to abide by the proposed Schedule.
5. Neither NFPA and/or Authorized Agent and Licensee 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 NFPA and/or Authorized Agent and Licensee or CBSC is not otherwise responsible.
6. 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:
 7. Code
 8. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 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 CEC.
 9. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
 10. 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.
 11. 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.

12. NFPA and/or Authorized Agent and Licensee will integrate existing 2014 Licensed Property language with California amendments to be reviewed and approved by CBSC. First review and schedule will be agreed upon by the parties.
13. NFPA and/or Authorized Agent and Licensee 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.
14. Index will remain as it appears in the 2014 Licensed Property with California amendments as necessary.
15. Italics shall not be used to identify defined terms.
16. The front of each volume shall contain the following documents. This information will be provided to NFPA and/or Authorized Agent and Licensee by CBSC no later than April 1, 2016:
 17. Cover Art
 18. Preface
 19. Acknowledgement
 20. California Agency Information Contact List
 21. How to Distinguish Between Model Code Language and California Amendments
 22. California language will be in italics or other form as specified by codification.
 23. All chapters will begin on a right hand page.
 24. Running heads will read "2016 California Electrical Code" etc.
 25. State-agency acronyms will be used throughout the 2016 Code.
26. NFPA and/or Authorized Agent and Licensee will submit binder specifications for approval by CBSC.
27. 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.
28. NFPA and/or Authorized Agent and Licensee shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and Licensee will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
29. A card may be placed in the 2016 Code advertising other NFPA and/or Authorized Agent and Licensee publications.
30. 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.

I. Distribution

1. NFPA and/or Authorized Agent and Licensee shall establish a distribution method in consultation with the CBSC.
2. NFPA and/or Authorized Agent and Licensee shall distribute a minimum of 200 complimentary copies of the 2016 Code as per list provided by CBSC on or before July 1, 2016
3. NFPA and/or Authorized Agent and Licensee may wholesale the 2016 Code to other resellers in California.
4. NFPA and/or Authorized Agent and Licensee 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 Electrical Code. Any advertising would be clearly denoted and included as a separate insert.

EXHIBIT AB

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to NFPA and/or Authorized Agent and Licensee by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to NFPA and/or Authorized Agent and Licensee with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** NFPA and/or Authorized Agent and Licensee agrees to furnish the 2016 Code in loose-leaf format on the following basis:

1. NFPA and/or Authorized Agent and Licensee shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by NFPA and/or Authorized Agent and Licensee that will entitle the purchaser to receive all 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related Errata sheets from NFPA and/or Authorized Agent and Licensee at no additional charge.
2. Any bookstore or other vendor may purchase the 2016 Code from NFPA and/or Authorized Agent and Licensee for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets from NFPA and/or Authorized Agent and Licensee at no additional charge.
3. NFPA and/or Authorized Agent and Licensee shall provide to CBSC the electronic files of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If NFPA and/or Authorized Agent and Licensee develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, NFPA and/or Authorized Agent and Licensee shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.
4. NFPA and/or Authorized Agent and Licensee may include references to NFPA-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate NFPA and/or Authorized Agent and Licensee materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. NFPA and/or Authorized Agent and Licensee may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. ~~NFPA and/or Authorized Agent and Licensee will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be mailed to:~~

<i>CBSC Contract Administrator</i>
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

- C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, NFPA and/or Authorized Agent and Licensee shall deliver complimentary copies of the 2016 CEC, and automatically, any 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC. NFPA and/or Authorized Agent and Licensee shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.
1. NFPA and/or Authorized Agent and Licensee shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide NFPA and/or Authorized Agent and Licensee with names and delivery addresses of the current and any new Commissioners as well as notifying NFPA and/or Authorized Agent and Licensee of any terminations.
 2. NFPA and/or Authorized Agent and Licensee shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 CEC Supplements, directly to the following state agencies in the quantities specified by CBSC.
- D. **Subscription Service.** In order to ensure that the 2016 CEC purchased from NFPA and/or Authorized Agent and Licensee or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, NFPA and/or Authorized Agent and Licensee shall make available to all purchasers of the 2016 CEC, all 2016 CEC Supplements, all supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, at no additional cost. NFPA and/or Authorized Agent and Licensee shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CEC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.
- E. **Funding.** NFPA and/or Authorized Agent and Licensee 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply

with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

- California State Archives, 1020 O Street, Sacramento, CA 95814
- California State Library, Information Resources and Government Publications, P.O. Box 942837, Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**
- California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA 95929-0295
- Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285
- Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172
- Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
- Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008
- San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101
- San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050
- San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
- Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
- University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000
- University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292
- University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575
- University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175

University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

- Law** A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001

California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299

California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814

Law California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102

Law California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090

Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910

Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497

Law Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013

El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243

Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326

Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840

Law Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105

Law Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102

Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907

Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533

Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521

Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771

Law Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301

Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517

Law Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230

Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097

Law Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100

County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534

County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650

Law McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817

Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955

Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340

Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612

Law Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354

Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556

Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001

Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868

Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804

Law Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203

Law Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814

Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508

- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, CA 92110-2492

- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

ATTACHMENT C

General Terms

- A. CBSC shall submit to NFPA its amended language to the 2014 Licensed Property. Within two (2) weeks of signing this agreement, NFPA shall furnish to CBSC a copy of the initial draft of the 2016 CEC for review by CBSC.
- B. WITHIN four (4) weeks after receipt of the initial draft of the 2016 CEC from NFPA, CBSC shall submit its revisions to the initial draft to NFPA. Within four (4) weeks after receipt of CBSC's revisions to the initial draft, shall make any further modifications and submit to CBSC a second draft.
- C. WITHIN a reasonable time after receipt of the second draft of the 2016 CEC from NFPA, CBSC shall submit its revisions to the second draft to NFPA. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA shall make any further modifications and submit to CBSC a final draft.
- D. NFPA Licensee shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 CEC. If CBSC promptly delivers to NFPA the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the 2016 CEC is available for sale within thirty-five (35) days of receipt from CBSC of fully proofed and approved final text in either electronic format or camera ready copy.

31. and Licensee or CBSC is not otherwise responsible.

- J. 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), 84 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 CEC.
- 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. NFPA and/or Authorized Agent and LicenseeNFPA will integrate existing 2014 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. NFPA and/or Authorized Agent and LicenseeNFPA 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 2014 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 NFPA and/or Authorized Agent and LicenseeNFPA by CBSC no later than April 1, 2016:
 - a. Cover Art
 - b. Preface
 - c. Acknowledgement
 - d. California Agency Information Contact List
 - e. 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 Electrical Code" etc.
 8. State-agency acronyms will be used throughout the 2016 Code.
 9. NFPA and/or Authorized Agent and LicenseeNFPA 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. NFPA and/or Authorized Agent and LicenseeNFPA shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and LicenseeNFPA will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
 12. A card may be placed in the 2016 Code advertising other NFPA and/or Authorized Agent and LicenseeNFPA publications.
2. Supplements to the 2016 code shall be printed on 20 lb. light blue paper, seven-hole drilled and be individually shrink-wrapped.

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

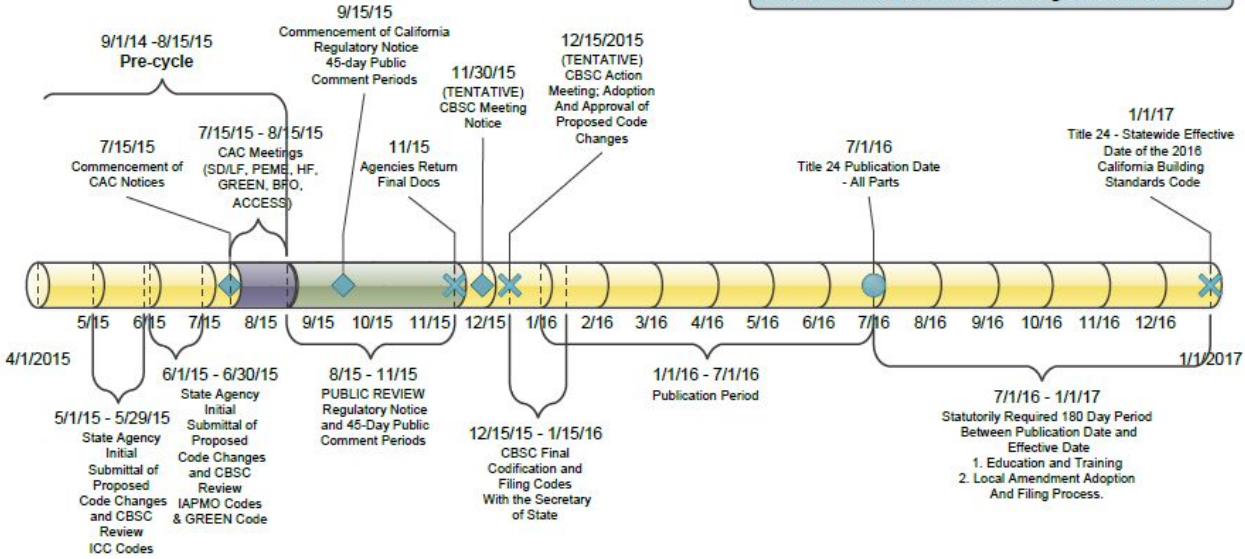
ATTACHMENT C

2016 Intervening Code Adoption Cycle Timeline –

January 1, 2017 Effective Date

2015 Triennial Code Adoption Cycle

For the 2016 California Building Standards Code



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: "de la Motte, Leann@DGS" Leann.dejaMotte@dgs.ca.gov
Date: 4/21/2016 12:56:48 PM
Subject: FW: CA-NEC Contract
Attachments: [3188107 BSC 2016 CEC Agreement DAR.docx](#)

Hi Leann,

Please let me know if you accept the changes NFPA proposed or if you would like to further discuss these changes.

I don't recommend that we agree to removing the sales reporting requirement from Exhibit B, Paragraph B.6. Removing it may create problems during the OLS review and approval process.

I will send Debra an email answering her question of why Exhibit A is labeled as an Exhibit. I don't believe she has seen our STD 213.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [mailto:drose@nfpa.org]
Sent: Thursday, April 21, 2016 12:05 PM
To: Betts, Bruce@DGS
Cc: de la Motte, Leann@DGS; Biedermann, Cynthia@DGS; Berry, Dennis; billmahoney@bnibooks.com
Subject: CA-NEC Contract

Greetings Bruce,

Dennis and I have reviewed the attached contract and made a few notes.

Specifically the referencing of the product in several ways. For example 2016 CEC, Title 24, Part 3, the Code. I believe they all mean the same thing, but if we could reference the product one way it would be helpful.

We removed a few paragraphs because it was unclear as to why they were in the contract.

Lastly we moved all of the production specifications and distributions to the back of the contract under Attachment C.

Our changes are suggestions only and hopefully open a conversation between CBSC and NFPA.

Please call or email me when you would like to talk about our suggestions.

Best regards,

Debra Rose

Sr. Project Manager
NFPA

1 Batterymarch Park
Quincy, MA 02169-7471

drose@nfpa.org

1 617 984-7595

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
["de la Motte, Leann@DGS"](mailto:de_la_Motte_Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/21/2016 1:30:29 PM
Subject: RE: CA-NEC Contract

Thank you Katrina. I am out of the office tomorrow but I don't need to be part of the discussion with NFPA. I will check in with you Monday. I am on my way to OLS to drop off the other three agreements this afternoon

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Thursday, April 21, 2016 1:27 PM
To: Betts, Bruce@DGS; de la Motte, Leann@DGS
Cc: Biedermann, Cynthia@DGS; Frost, Laura@DGS; Day, Kevin@DGS; Marvelli, Mia@DGS
Subject: RE: CA-NEC Contract

Oh boy ..I agree to with your comments below.

This poor contract has been through heck, with all the changes from the original 2 with ICC then added and removing BNi. I think most of the code comments are easy to explain with the previously mentioned statement of making changes to one "master" template.

I think we need to contact Debra, via phone and explain why some of the language is written the way it is. Because almost everyone is out of the office at the Green Summit, we won't be able to do this until tomorrow.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Thursday, April 21, 2016 12:57 PM
To: de la Motte, Leann@DGS
Cc: Biedermann, Cynthia@DGS; Frost, Laura@DGS; Benny, Katrina@DGS; Day, Kevin@DGS
Subject: FW: CA-NEC Contract

Hi Leann,

Please let me know if you accept the changes NFPA proposed or if you would like to further discuss these changes.

I don't recommend that we agree to removing the sales reporting requirement from Exhibit B, Paragraph B.6. Removing it may create problems during the OLS review and approval process.

I will send Debra an email answering her question of why Exhibit A is labeled as an Exhibit. I don't believe she has seen our STD 213.

Bruce Betts

Acquisition Analyst

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [<mailto:drose@nfpa.org>]
Sent: Thursday, April 21, 2016 12:05 PM
To: Betts, Bruce@DGS
Cc: de la Motte, Leann@DGS; Biedermann, Cynthia@DGS; Berry, Dennis; billmahoney@bnibooks.com
Subject: CA-NEC Contract

Greetings Bruce,

Dennis and I have reviewed the attached contract and made a few notes.

Specifically the referencing of the product in several ways. For example 2016 CEC, Title 24, Part 3, the Code. I believe they all mean the same thing, but if we could reference the product one way it would be helpful.

We removed a few paragraphs because it was unclear as to why they were in the contract.

Lastly we moved all of the production specifications and distributions to the back of the contract under Attachment C.

Our changes are suggestions only and hopefully open a conversation between CBSC and NFPA.

Please call or email me when you would like to talk about our suggestions.

Best regards,

Debra Rose

Sr. Project Manager

NFPA

1 Batterymarch Park

Quincy, MA 02169-7471

drose@nfpa.org

1 617 984-7595

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www.nfpa.org

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/25/2016 1:35:26 PM
Subject: 3188106.BSC.IAPMO Code 2016 Parts 4 & 5

Hello Leann,

Contract #3188106 has been approved and will be sent to the contractor today. The final contract documents can be located here:

<http://dgssp.dgs.ca.gov/sites/OBAS/CMS/Forms/AllItems.aspx> RootFolder 2Fsites 2FOBAS 2FCMS 2FContracts 2FISD 20 2D 20Building 20Standards 20Commission 2F3188106 2EBSC 2EIAPMO 20Code 202016 204 2C 205&FolderCTID 0x0120001EB3E94E87778045A642006BF91DD47A&View 7B80823591 2D0E38 2D4EEF 2D8785 2DE21E3E4E9A01 7D

Please let me know if you have any questions.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/25/2016 1:38:28 PM
Subject: 3187607.BSC.ICC Code 2016 Parts 1, 5, 8, 11, 12

Hello Leann,

Contract #3187607 has been approved and will be sent to the contractor today. The final contract documents can be located here:

<http://dgssp.dgs.ca.gov/sites/OBAS/CMS/Forms/AllItems.aspx> RootFolder 2Fsites 2FOBAS 2FCMS 2FContracts 2FISD 20 2D 20Building 20Standards 20Commission 2F3187607 2EBSC 2EICC 20Code 202016 201 2C 206 2C 208 2C 2011 2C 2012&FolderCTID 0x0120001EB3E94E87778045A642006BF91DD47A&View 7B80823591 2D0E38 2D4EEF 2D8785 2DE21E3E4E9A01 7D&InitialTabId Ribbon 2ERead&VisibilityContext WSSTabPersistence

Please let me know if you have any questions.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/25/2016 1:40:46 PM
Subject: 3187605.BSC.ICC Code 2016 Parts 2, 2.5, 9, 10

Hello Leann,

Contract #3187605 has been approved and will be sent to the contractor today. The final contract documents can be located here:

<http://dgssp.dgs.ca.gov/sites/OBAS/CMS/Forms/AllItems.aspx> RootFolder 2Fsites 2FOBAS 2FCMS 2FContracts 2FISD 20 2D 20Building 20Standards 20Commission 2F3187605 2EBSC 2EICC 20Code 202016 202 2C 202 2E5 2C 209 2C 2010&FolderCTID 0x0120001EB3E94E87778045A642006BF91DD47A&View 7B80823591 2D0E38 2D4EEF 2D8785 2DE21E3E4E9A01 7D

Please let me know if you have any questions.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny_Katrina@DGS
To: ["Betts, Bruce@DGS"](mailto:Betts_Bruce@DGS) Bruce.Betts@dgs.ca.gov
["de la Motte, Leann@DGS"](mailto:de_la_Motte_Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/25/2016 1:47:01 PM
Subject: RE: 3187605.BSC.ICC Code 2016 Parts 2, 2.5, 9, 10

Hi Bruce,

Thank you, what a quick turnaround time with Legal

I am not sure if Leann already updated you, but we had a good conversation with NFPA and their proposed changes to the contract. I think we both came to a mutual agreement of all of them, a real win/win situation. Leann is going to make the changes and hopefully have them back to you this afternoon or tomorrow morning.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Monday, April 25, 2016 1:41 PM
To: de la Motte, Leann@DGS
Cc: Benny, Katrina@DGS; Biedermann, Cynthia@DGS
Subject: 3187605.BSC.ICC Code 2016 Parts 2, 2.5, 9, 10

Hello Leann,

Contract #3187605 has been approved and will be sent to the contractor today. The final contract documents can be located here:

[http://dgssp.dgs.ca.gov/sites/OBAS/CMS/Forms/](http://dgssp.dgs.ca.gov/sites/OBAS/CMS/Forms/AllItems.aspx)
[AllItems.aspx](#) [RootFolder](#) [2Fsites](#) [2FOBAS](#) [2FCMS](#) [2FContracts](#) [2FISD](#) [20](#) [2D](#) [20Building](#) [20Standards](#) [20Commission](#) [2F3187605](#) [2EBSC](#) [2EI](#)
[CC](#) [20Code](#) [202016](#) [202](#) [2C](#) [202](#) [2E5](#) [2C](#) [209](#) [2C](#) [2010&FolderCTID=0x0120001EB3E94E87778045A642006BF91DD47A&View=7B80823591_2D0E38_2D4EEF_2D8785_2DE21E3E4E9A01_7D](#)

Please let me know if you have any questions.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
["de la Motte, Leann@DGS"](mailto:de_la_Motte_Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/25/2016 1:48:49 PM
Subject: RE: 3187605.BSC.ICC Code 2016 Parts 2, 2.5, 9, 10

Awesome news Katrina We will get the NFPA agreement processed immediately.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Monday, April 25, 2016 1:47 PM
To: Betts, Bruce@DGS; de la Motte, Leann@DGS
Cc: Biedermann, Cynthia@DGS; Day, Kevin@DGS
Subject: RE: 3187605.BSC.ICC Code 2016 Parts 2, 2.5, 9, 10

Hi Bruce,

Thank you, what a quick turnaround time with Legal

I am not sure if Leann already updated you, but we had a good conversation with NFPA and their proposed changes to the contract. I think we both came to a mutual agreement of all of them, a real win/win situation. Leann is going to make the changes and hopefully have them back to you this afternoon or tomorrow morning.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Monday, April 25, 2016 1:41 PM
To: de la Motte, Leann@DGS
Cc: Benny, Katrina@DGS; Biedermann, Cynthia@DGS
Subject: 3187605.BSC.ICC Code 2016 Parts 2, 2.5, 9, 10

Hello Leann,

Contract #3187605 has been approved and will be sent to the contractor today. The final contract documents can be located here:

<http://dgssp.dgs.ca.gov/sites/OBAS/CMS/Forms/AllItems.aspx> RootFolder 2Fsites 2FOBAS 2FCMS 2FContracts 2FISD 20 2D 20Building 20Standards 20Commission 2F3187605 2EBSC 2EICC 20Code 202016 202 2C 202 2E5 2C 209 2C 2010&FolderCTID 0x0120001EB3E94E87778045A642006BF91DD47A&View 7B80823591 2D0E38 2D4EEF 2D8785 2DE21E3E4E9A01 7D

Please let me know if you have any questions.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

EXHIBIT A

SCOPE OF WORK

The 2016 California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on the 2014 National Electrical Code®. The California Electrical Code includes both provisions of the model code and amendments to the code adopted by California. The National Fire Protection Association, Inc. (NFPA®) owns the copyright to the National Electrical Code and the acronym (NEC®).

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and National Fire Protection Association (NFPA) will coordinate the publication of the 2016 California Electrical Code (Title 24, Part 3). All activities hereto that are the responsibility of the NFPA may be carried out by or through an NFPA approved authorized licensee or subcontractor at the discretion of NFPA. The description NFPA and NFPA and/or Authorized Agent and Licensee is used interchangeably, except where noted.

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70® National Electrical Code® 2014 Edition, as well as the trademark to the title National Electrical Code® and the acronym NEC® (hereinafter referred to as “2014 NEC”); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies electrical code standards and amendments, which may be based on an existing model electrical code, and publishes them as the California Electrical Code, California Code of Regulations, Title 24, Part 3 (hereinafter referred to as the “CEC”); and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the CEC containing those portions of the 2014 NEC, as adopted by CBSC, that have been approved and codified by CBSC, those portions of the 2014 NEC that have been modified by CBSC, and the California amendments thereto (hereinafter referred to as the “2016 CEC”); and
- D. **WHEREAS**, NFPA and CBSC desire to publish the 2016 CEC in a pre -assembled loose-leaf and fully integrated format on or before July 1, 2016; and
- E. **WHEREAS**, NFPA and CBSC desire to make arrangements for annual amendments to the 2016 CEC (hereinafter referred to as the “2016 CEC Supplements”), errata supplements, and emergency supplements.

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

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
Debra Rose, NFPA 1 Batterymarch Park Quincy, MA 02169-747 (617) 984-7595 drose@nfpa.org

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

4. PERFORMANCE DETAILS

Grant of License for CEC.

A. **By NFPA.** Subject to the limitation of section 1 below, NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2014 NEC, NFPA supplements and revisions to the 2014 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2016 CEC, as well as the 2016 CEC 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 NFPA breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fails 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 NFPA or until one hundred and eighty days (180) after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA. If at any time prior to the discontinuation of publication by NFPA 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, 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 NFPA recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA.
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 and required by NFPA .
 4. Post all supplements which may contain material copyrighted by NFPA on the NFPA website in “read-only” format.
- B. **By CBSC.** CBSC hereby grants to NFPA an exclusive, worldwide license to copy, print, publish, distribute and sell the code and all code Supplements in accordance with the terms of this Agreement.

5. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, NFPA shall commence the following services:
1. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable herein, 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 2014 NEC approved and codified by the CBSC, those portions of the 2014 NEC that have been modified by the CBSC, and all California amendments.
 2. NFPA shall print and publish all 2016 CEC Supplements on a regular basis so that all customers have available an accurate and up-to-date Code, provided, however, that NFPA 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 NFPA website and shall be provided to CBSC for posting on CBSC’s website in a “read-only” format.
 3. NFPA has provided CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 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. NFPA 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 CBSC, copies of the 2016 CEC 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 NFPA the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to NFPA the proofed and approved final text on or before May 15, 2016, NFPA shall be provided with a period of 45 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the Code.

- 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 be shown with a strike through the language in the code. NFPA will show non-adopted language in legislative (strike thru) text and will note as not adopted by the State on each page.
- C. All Errata and/or Supplements to the 2014 Licensed Property as originally adopted by CBSC as the Code which are thereafter generated by NFPA shall not be printed in the Code unless expressly approved by the CBSC.
- D. CBSC shall submit to NFPA and/or Authorized Agent and Licensee its modifications to the 2014 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, NFPA and/or Authorized Agent and Licensee shall furnish to CBSC a copy of the initial draft of the Code for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the initial draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the initial draft, NFPA and/or Authorized Agent and Licensee 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 Code from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the second draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a final draft.
- G. NFPA and/or Authorized Agent and Licensee shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the Code. If CBSC promptly delivers to NFPA and/or Authorized Agent and Licensee the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the Code is available for sale within thirty-five (35) days of receipt from 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 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 Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
 - 3. CBSC and NFPA 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 NFPA, 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. NFPA 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 NFPA and/or Authorized Agent and Licensee to abide by the proposed Schedule.
 5. Neither NFPA 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 NFPA or CBSC is not otherwise responsible.
- I. Formatting, layout and other requirements not contained herein for publication of the 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), 84 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 CEC.
 - 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. NFPA and/or Authorized Agent and Licensee will integrate existing 2014 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. NFPA and/or Authorized Agent and Licensee 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 2014 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 NFPA and/or Authorized Agent and Licensee by CBSC no later than April 1, 2016:
 - a. Cover Art
 - b. Preface
 - c. Acknowledgement
 - d. California Agency Information Contact List
 - e. 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 Electrical Code" etc.
8. State-agency acronyms will be used throughout the 2016 Code.
9. NFPA and/or Authorized Agent and Licensee will submit binder specifications for approval by CBSC.
10. The Matrix Adoption Table will be in the front of each correlating chapter of the Code and available as a supplement so it can be inserted in the front of each Code.
11. NFPA and/or Authorized Agent and Licensee shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and Licensee will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
12. A card may be placed in the Code advertising other NFPA and/or Authorized Agent and Licensee publications.

J. Supplements and Errata

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

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to NFPA by CBSC to make sales of the Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to NFPA with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** NFPA agrees to furnish the Code in loose-leaf format on the following basis:
1. NFPA shall make the Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by NFPA that will entitle the purchaser to receive all 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related Errata sheets from NFPA at no additional charge.
 2. Any bookstore or other vendor may purchase the Code from NFPA for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets from NFPA at no additional charge.
1. NFPA shall provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2016 Code, and three (3) copies of all 2016 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.

2. NFPA may sell the Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
3. NFPA and/or Authorized Agent and Licensee will send the State an annual report of units sold. Reports must be mailed to:

<i>CBSC Contract Administrator</i>
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

- C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, NFPA shall deliver complimentary copies of the 2016 CEC, and automatically, any 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC. NFPA shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.
1. NFPA shall deliver up to 30 complimentary copies of the Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide with names and delivery addresses of the current and any new Commissioners as well as notifying NFPA of any terminations.
 2. NFPA shall deliver up to 200 complimentary copies of the Code, together with any 2016 CEC Supplements, directly to the following state agencies in the quantities specified by CBSC.
- D. **Subscription Service.** In order to ensure that the 2016 CEC purchased from NFPA or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, NFPA shall make available to all purchasers of the 2016 CEC, all 2016 CEC Supplements, all supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, at no additional cost. NFPA shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CEC in either print or electronic format, whichever the purchaser chooses. Electronic

versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.

- E. **Funding.** NFPA 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 therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In

the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ATTACHMENT A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837,
Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA
95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101
Independence Ave S.E., Washington, D.C., 20540-4172

Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002

Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington
Square, San Jose, CA 95192-0008

San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101

San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500
Campanile Drive, San Diego, CA 92182-8050

San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library,
Berkeley, CA 94720-6000
University of California, Davis, Shields Library, Government Information and Maps Department, 100
North West Quad, Davis, CA 95616-5292
University of California, Los Angeles, Charles E. Young Research Library A4510 Government
Information, Box 951575, Los Angeles, CA 90095-1575
University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA
92093-0175
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term “Law” before their entry.

A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
Law Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue,
San Luis Obispo, CA 93407
California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919,
3801 W. Temple Ave., Pomona, CA 91768-2557
California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001
Stockdale Highway, Bakersfield, CA 93311-1099
California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St.,
Carson, CA 90747
California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200
N. Barton, M/S ML34, Fresno, CA 93740-8014
California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA
92834-4150
California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA
94542
California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd.,
Long Beach, CA 90840-1901

- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533
- Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
- County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
- County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
- Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
- Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340

Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612

- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza,
Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA
95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630
Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA
95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara,
CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El
Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire
Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA
95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala
Science Library Receiving Dock, Irvine, CA 92697

- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

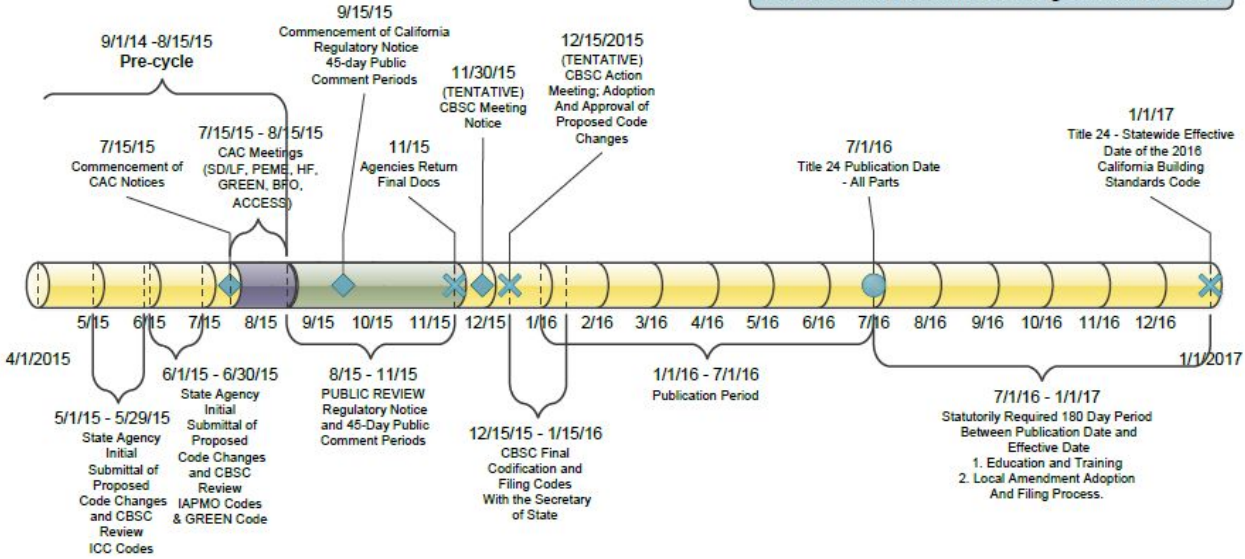
ATTACHMENT C

2016 Intervening Code Adoption Cycle Timeline –

January 1, 2017 Effective Date

2015 Triennial Code Adoption Cycle

For the 2016 California Building Standards Code



CAC Committees:

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

* All dates are subject to change

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)

To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.deLaMotte@dgs.ca.gov

Date: 4/25/2016 3:51:18 PM

Subject: 3188107 BSC 2016 CEC Agreement - CBSC.docx

Attachments: [3188107 BSC 2016 CEC Agreement - CBSC.docx](#)

Back at ya, I think I got everything and even a few more of "the Code" in the area's that were moved back to their original locations.

FYI - I didn't save this to the procurement folder.

Katrina Benny, Manager

CA Building Standards Commission
2525 Natomas Park Dr. Ste. 130
Sacramento, CA 95833
916.263.1350 Phone
916.263.0959 Fax

From: Nearman, Michael@DGS
To: ["Mary Lou Luif" mluif@iccsafe.org](mailto:Mary Lou Luif)
Date: 4/28/2016 12:58:55 PM
Subject: RE: 2016 California Codes -- Checking in

Hi Mary Lou,

I'll do my best to update you on your request.

2016 California Fire Code, Title 24, Part 9: First edited pass to CBSC on 4/11; CBSC sending back on 4/29
Andrew Henning (SFM) finished final review and said he sent the information directly to ICC today (4-28-16). He also brought a CD to our office with the same information delivered to ICC. Please let me know if you didn't receive info from Andrew, I can forward what he left me if needed.

2016 California Referenced Standards, Title 24, Part 12: Final PDF emailed to CBSC on 4/19 for approval to print.
Part 12 can be printed. No additional changes have been identified.

2016 California Energy Code, Title 24, Part 6: First edited pass to CBSC on 4/20
The Energy Commission has the proof but has not finished review as of today (4-28-16) I will reach out to them to see if they have an estimated time of arrival.

2016 California Administrative Code, Title 24, Part 1: Second pass to CBSC on 4/20
I am copying and mailing Part 1 back to you today (4-28-16)

2016 California Residential Code, Title 24, Part 2.5: Second pass to CBSC on 4/20
The SFM finished reviewing Part 2.5 and it is also being copied and returned to ICC today (4-28-16)

2016 California Existing Building Code, Title 24, Part 10: Second pass to CBSC on 4/20
I am copying Part 10 also and plan on having it in the mail tomorrow (4-29-16)

2016 California Referenced Standards, Title 24, Part 12: Final PDF emailed to CBSC on 4/19 for approval to print
See 2nd item above.

2016 California Historical Building Code, Title 24, Part 8 Final PDF ready to go to CBSC for approval to print.
This Part is ready to be printed no new issues were identified.

2016 California Building Code, Title 24, Part 2, Vol 1 n typesetting.
Awesome

2016 California Building Code, Title 24, Part 2, Vol 2: First typeset pass in editing; estimated to CBSC on May 9.

Looking forward to May 9.

2016 California Green Code, Title 24, Part 11: In typesetting.

Awesome

Let me know if you need more information.

Thanks,

Michael L. Nearman
Deputy Executive Director
California Building Standards Commission
(916) 263-5888



CONFIDENTIALITY NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

From: Mary Lou Luif [mailto:mluif@iccsafe.org]
Sent: Thursday, April 28, 2016 12:20 PM
To: Nearman, Michael@DGS
Cc: Theresa Dal Bianco
Subject: FW: 2016 California Codes -- Checking in

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From: Mary Lou Luif
Sent: Thursday, April 28, 2016 2:03 PM
To: Biedermann, Cynthia@DGS (Cynthia.Biedermann@dgs.ca.gov)
Cc: Theresa Dal Bianco
Subject: 2016 California Codes -- Checking in

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- 2016 California Fire Code, Title 24, Part 9: First edited pass to CBSC on 4/11; CBSC sending back on 4/29
- 2016 California Referenced Standards, Title 24, Part 12: Final PDF emailed to CBSC on 4/19 for approval to print.
- 2016 California Energy Code, Title 24, Part 6: First edited pass to CBSC on 4/20
- 2016 California Administrative Code, Title 24, Part 1: Second pass to CBSC on 4/20
- 2016 California Residential Code, Title 24, Part 2.5: Second pass to CBSC on 4/20
- 2016 California Existing Building Code, Title 24, Part 10: Second pass to CBSC on 4/20
- 2016 California Referenced Standards, Title 24, Part 12: Final PDF emailed to CBSC on 4/19 for approval to print

- 2016 California Historical Building Code, Title 24, Part 8 Final PDF ready to go to CBSC for approval to print.
- 2016 California Building Code, Title 24, Part 2, Vol 1 n typesetting.
- 2016 California Building Code, Title 24, Part 2, Vol 2: First typeset pass in editing; estimated to CBSC on May 9.
- 2016 California Green Code, Title 24, Part 11: In typesetting.

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Governmental Memberships must be current by March 18, to participate in the Online Governmental Consensus Vote which follows the hearings. www.iccsafe.org/EVDS.

From: ["de la Motte," Leann@DGS](mailto:Leann@DGS)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
Date: 5/3/2016 11:51:43 AM
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Katrina,

Did you receive additional changes from Debra for the NFPA contract If so, have they been reviewed and/or accepted Both Deborah and Bruce are requesting a status update.

Thank you,

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Betts, Bruce@DGS
Sent: Tuesday, May 03, 2016 11:33 AM
To: de la Motte, Leann@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Here is her response after I sent the contract to her for signature. She said Katrina has the updates.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636
Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [<mailto:drose@nfpa.org>]
Sent: Thursday, April 28, 2016 8:18 AM
To: Betts, Bruce@DGS
Cc: de la Motte, Leann@DGS
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Bruce,

We had a few more changes and sent it back to Katrina for updating.

Best regards,
Debra
617-984-7595
drose@nfpa.org
National Fire Protection Association
The leading information and knowledge resource on fire, electrical and related hazards.
www.nfpa.org

From: Bruce S mA_oBr_e.Be_.A.ov
Sent: r A A r 2 201 11 12 A
To: Rose e rA ro_e_A.or
Cc: e A o e eA S eA .eA o e_.A.ov
Subject: R 201 A or AB S A Ar o e Ar 3 A o A reeme

Good morning Debra,

I wanted to check in and ask if you have any questions and if the signed agreement has been sent back to DGS Thank you.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS

Sent: Tuesday, April 26, 2016 11:08 AM

To: 'Rose, Debra'

Cc: de la Motte, Leann@DGS

Subject: 2016 California Building Standards Code Part 3 Publication Agreement

Hello Debra,

Agreement #3188107 is attached for signature. The agreement are for the 2016 California Building Standards Codes Part 3 for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than April 28, 2016 if possible. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
["Betts, Bruce@DGS"](mailto:Betts, Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 5/3/2016 12:13:37 PM
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

I hadn't received anything from Debra after our teleconference call with her and (forgot his name). At that point we made the updates (that I knew about) and sent them to Bruce. Which then Bruce sent them back to NFPA

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: de la Motte, Leann@DGS
Sent: Tuesday, May 03, 2016 11:52 AM
To: Benny, Katrina@DGS
Cc: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Katrina,

Did you receive additional changes from Debra for the NFPA contract If so, have they been reviewed and/or accepted Both Deborah and Bruce are requesting a status update.

Thank you,

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Betts, Bruce@DGS
Sent: Tuesday, May 03, 2016 11:33 AM
To: de la Motte, Leann@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

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Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [<mailto:drose@nfpa.org>]
Sent: Thursday, April 28, 2016 8:18 AM
To: Betts, Bruce@DGS
Cc: de la Motte, Leann@DGS
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Bruce,

We had a few more changes and sent it back to Katrina for updating.

Best regards,
Debra

617-984-7595

drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Bruce S maobroe@nfpa.org

Sent: r A A r 2 201 11 12 A

To: Rose, Debra rose@nfpa.org

Cc: de la Motte, Leann leann@nfpa.org

Subject: R 201 A or AB S A Ar o e Ar 3 A o A reeme

Good morning Debra,

I wanted to check in and ask if you have any questions and if the signed agreement has been sent back to DGS Thank you.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS

Sent: Tuesday, April 26, 2016 11:08 AM

To: 'Rose, Debra'

Cc: de la Motte, Leann@DGS

Subject: 2016 California Building Standards Code Part 3 Publication Agreement

Hello Debra,

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Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 5/3/2016 12:16:36 PM
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

I added Bruce to the email.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: de la Motte, Leann@DGS
Sent: Tuesday, May 03, 2016 12:15 PM
To: Benny, Katrina@DGS; Betts, Bruce@DGS
Cc: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Ok, I will let him know that we have NOT received any additional edits from Deborah/NFPA.

Thank you.

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Benny, Katrina@DGS
Sent: Tuesday, May 03, 2016 12:14 PM
To: de la Motte, Leann@DGS; Betts, Bruce@DGS
Cc: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

I hadn't received anything from Debra after our teleconference call with her and (forgot his name). At that point we made the updates (that I knew about) and sent them to Bruce. Which then Bruce sent them back to NFPA

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: de la Motte, Leann@DGS
Sent: Tuesday, May 03, 2016 11:52 AM
To: Benny, Katrina@DGS
Cc: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Katrina,

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Thank you,

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Betts, Bruce@DGS
Sent: Tuesday, May 03, 2016 11:33 AM
To: de la Motte, Leann@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Here is her response after I sent the contract to her for signature. She said Katrina has the updates.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [<mailto:drose@nfpa.org>]

Sent: Thursday, April 28, 2016 8:18 AM

To: Betts, Bruce@DGS

Cc: de la Motte, Leann@DGS

Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Bruce,

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Best regards,

Debra

617-984-7595

drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Bruce S maobroe@nfpa.org

Sent: 21 Dec 2011 12:12 A

To: Rose A roea@nfpa.org

Cc: Debra S debra@nfpa.org

Subject: Re: 2011 A or AB S A Ar o e Ar 3 A o A reeme

Good morning Debra,

I wanted to check in and ask if you have any questions and if the signed agreement has been sent back to DGS Thank you.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS
Sent: Tuesday, April 26, 2016 11:08 AM
To: 'Rose, Debra'
Cc: de la Motte, Leann@DGS
Subject: 2016 California Building Standards Code Part 3 Publication Agreement

Hello Debra,

Agreement #3188107 is attached for signature. The agreement are for the 2016 California Building Standards Codes Part 3 for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than April 28, 2016 if possible. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
["de la Motte, Leann@DGS"](mailto:de_la_Motte_Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 5/3/2016 12:41:59 PM
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Debra may be confused on the email chain. I will give her a call this afternoon to clarify that she needs to have Kimberly sign the documents I sent on 4/26 and return them to us.

Bruce Betts

Acquisition Analyst

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<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Tuesday, May 03, 2016 12:14 PM
To: de la Motte, Leann@DGS; Betts, Bruce@DGS
Cc: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

I hadn't received anything from Debra after our teleconference call with her and (forgot his name). At that point we made the updates (that I knew about) and sent them to Bruce. Which then Bruce sent them back to NFPA

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: de la Motte, Leann@DGS
Sent: Tuesday, May 03, 2016 11:52 AM
To: Benny, Katrina@DGS
Cc: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Katrina,

Did you receive additional changes from Debra for the NFPA contract If so, have they been reviewed and/or accepted Both Deborah and Bruce are requesting a status update.

Thank you,

Leann de la Motte
Associate Governmental Program Analyst
Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



From: Betts, Bruce@DGS
Sent: Tuesday, May 03, 2016 11:33 AM
To: de la Motte, Leann@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Here is her response after I sent the contract to her for signature. She said Katrina has the updates.

Bruce Betts
Acquisition Analyst

Contract Services Section (Team 3)

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Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [<mailto:drose@nfpa.org>]

Sent: Thursday, April 28, 2016 8:18 AM

To: Betts, Bruce@DGS

Cc: de la Motte, Leann@DGS

Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Bruce,

We had a few more changes and sent it back to Katrina for updating.

Best regards,

Debra

617-984-7595

drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Be Br e S mA o Br e.Be . A ov

Sent: r A A r 2 201 11 12 A

To: Ro e e rA ro e A or

Cc: e A o e eA S eA . eA o e . A ov

Subject: R 201 A or AB S A Ar o e Ar 3 A o A reeme

Good morning Debra,

I wanted to check in and ask if you have any questions and if the signed agreement has been sent back to DGS Thank you.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
["de la Motte, Leann@DGS" Leann.delaMotte@dgs.ca.gov](mailto:Leann.delaMotte@dgs.ca.gov)
Date: 5/3/2016 1:35:16 PM
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Katrina,

I just spoke with Debra and there were some changes on the 27th that Dennis sent to an incorrect email address. Debra is going to resend the email to you.

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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Associate Governmental Program Analyst
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Debra

617-984-7595

drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Be Br e S mA o Br e.Be . A ov

Sent: r A A r 2 201 11 12 A

To: Ro e e rA ro e A or

Cc: e A o e eA S eA . eA o e . A ov

Subject: R 201 A or AB S A Ar o e Ar 3 A o A reeme

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Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 3188107
REGISTRATION NUMBER



- 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 National Fire Protection Association
- The term of this Agreement is: **May 1, 2016** or upon DGS/OLS approval, whichever is later through **December 31, 2019**
- The maximum amount of this Agreement is: **\$0.00** Zero Dollars
- 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	7 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	2 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		<i>California Department of General Services Use Only</i>
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)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kimberly A. Fontes, Division Director, Product Development		
ADDRESS 1 Batterymarch Park, Quincy, MA 02169		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Building Standards Commission		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Mia Marvelli, Executive Director		
ADDRESS 2525 Natomas Park Drive, Suite 130 Sacramento, CA 95833		

Exempt per:

EXHIBIT A

SCOPE OF WORK

The 2016 California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on the 2014 National Electrical Code[®]. The California Electrical Code includes both provisions of the model code and amendments to the code adopted by California. The National Fire Protection Association, Inc. (NFPA[®]) owns the copyright to the National Electrical Code and the acronym (NEC[®]).

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and National Fire Protection Association (NFPA) will coordinate the publication of the 2016 California Electrical Code (Title 24, Part 3). All activities hereto that are the responsibility of the NFPA may be carried out by or through an NFPA approved authorized licensee or subcontractor at the discretion of NFPA. The description NFPA and NFPA and/or Authorized Agent and Licensee is used interchangeably, except where noted.

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70[®] National Electrical Code[®] 2014 Edition, as well as the trademark to the title National Electrical Code[®] and the acronym NEC[®] (hereinafter referred to as "2014 NEC"); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies electrical code standards and amendments, which may be based on an existing model electrical code, and publishes them as the California Electrical Code, California Code of Regulations, Title 24, Part 3 (hereinafter referred to as the "CEC"); and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the CEC containing those portions of the 2014 NEC, as adopted by CBSC, that have been approved and codified by CBSC, those portions of the 2014 NEC that have been modified by CBSC, and the California amendments thereto (hereinafter referred to as the "2016 CEC"); and
- D. **WHEREAS**, NFPA and CBSC desire to publish the 2016 CEC in a pre-assembled loose-leaf and fully integrated format on or before July 1, 2016; and
- E. **WHEREAS**, NFPA and CBSC desire to make arrangements for annual amendments to the 2016 CEC (hereinafter referred to as the "2016 CEC Supplements"), errata supplements, and emergency supplements.

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

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
Debra Rose, NFPA 1 Batterymarch Park Quincy, MA 02169-747 (617) 984-7595 drose@nfpa.org

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

4. PERFORMANCE DETAILS

Grant of License for CEC.

A. **By NFPA.** Subject to the limitation of section 1 below, NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2014 NEC, NFPA supplements and revisions to the 2014 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2016 CEC, as well as the 2016 CEC 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 NFPA breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fails 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 NFPA or until one hundred and eighty days (180) after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA. If at any time prior to the discontinuation of publication by NFPA 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, 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 NFPA recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA.

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 and required by NFPA.
 4. Post all supplements which may contain material copyrighted by NFPA on the NFPA website in "read-only" format.
- B. **By CBSC.** CBSC hereby grants to NFPA an exclusive, worldwide license to copy, print, publish, distribute and sell the code and all code Supplements in accordance with the terms of this Agreement.

5. **SERVICE DETAILS**

- A. **Technical Services.** Immediately after the execution of this Agreement, NFPA shall commence the following services:
1. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable herein, 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 2014 NEC approved and codified by the CBSC, those portions of the 2014 NEC that have been modified by the CBSC, and all California amendments.
 2. NFPA shall print and publish all 2016 CEC Supplements on a regular basis so that all customers have available an accurate and up-to-date Code, provided, however, that NFPA 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 NFPA website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.
 3. NFPA has provided CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 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. NFPA 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 CBSC, copies of the 2016 CEC 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 NFPA the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to NFPA the proofed and approved final text on or before May 15, 2016, NFPA shall be provided with a period of 45 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the Code.
- 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 be shown with a strike through the language in the code. NFPA will show non-adopted language in legislative (strike thru) text and will note as not adopted by the State on each page.
- C. All Errata and/or Supplements to the 2014 Licensed Property as originally adopted by CBSC as the Code which are thereafter generated by NFPA shall not be printed in the Code unless expressly approved by the CBSC.
- D. CBSC shall submit to NFPA and/or Authorized Agent and Licensee its modifications to the 2014 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, NFPA and/or Authorized Agent and Licensee shall furnish to CBSC a copy of the initial draft of the Code for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the initial draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the initial draft, NFPA and/or Authorized Agent and Licensee 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 Code from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the second draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a final draft.
- G. NFPA and/or Authorized Agent and Licensee shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the

Code. If CBSC promptly delivers to NFPA and/or Authorized Agent and Licensee the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the Code is available for sale within thirty-five (35) days of receipt from 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 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 Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
 3. CBSC and NFPA 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 NFPA, 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. NFPA 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 NFPA and/or Authorized Agent and Licensee to abide by the proposed Schedule.
 5. Neither NFPA 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 NFPA or CBSC is not otherwise responsible.
- I. Formatting, layout and other requirements not contained herein for publication of the 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), 84 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 CEC.
 - 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. NFPA and/or Authorized Agent and Licensee will integrate existing 2014 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. NFPA and/or Authorized Agent and Licensee 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 2014 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 NFPA and/or Authorized Agent and Licensee by CBSC no later than April 1, 2016:
 - a. Cover Art
 - b. Preface
 - c. Acknowledgement
 - d. California Agency Information Contact List
 - e. 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 Electrical Code" etc.
 8. State-agency acronyms will be used throughout the 2016 Code.
 9. NFPA and/or Authorized Agent and Licensee will submit binder specifications for approval by CBSC.
 10. The Matrix Adoption Table will be in the front of each correlating chapter of the Code and available as a supplement so it can be inserted in the front of each Code.
 11. NFPA and/or Authorized Agent and Licensee shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and

Licensee will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.

12. A card may be placed in the Code advertising other NFPA and/or Authorized Agent and Licensee publications.

J. Supplements and Errata

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

Exhibit A, Attachment A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837, Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA 95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172

Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008

San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101

San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050

San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102

Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305

University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000

University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292

University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575

University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175

University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

Exhibit A, Attachment B

Selective Depository Libraries

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- Law** A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001

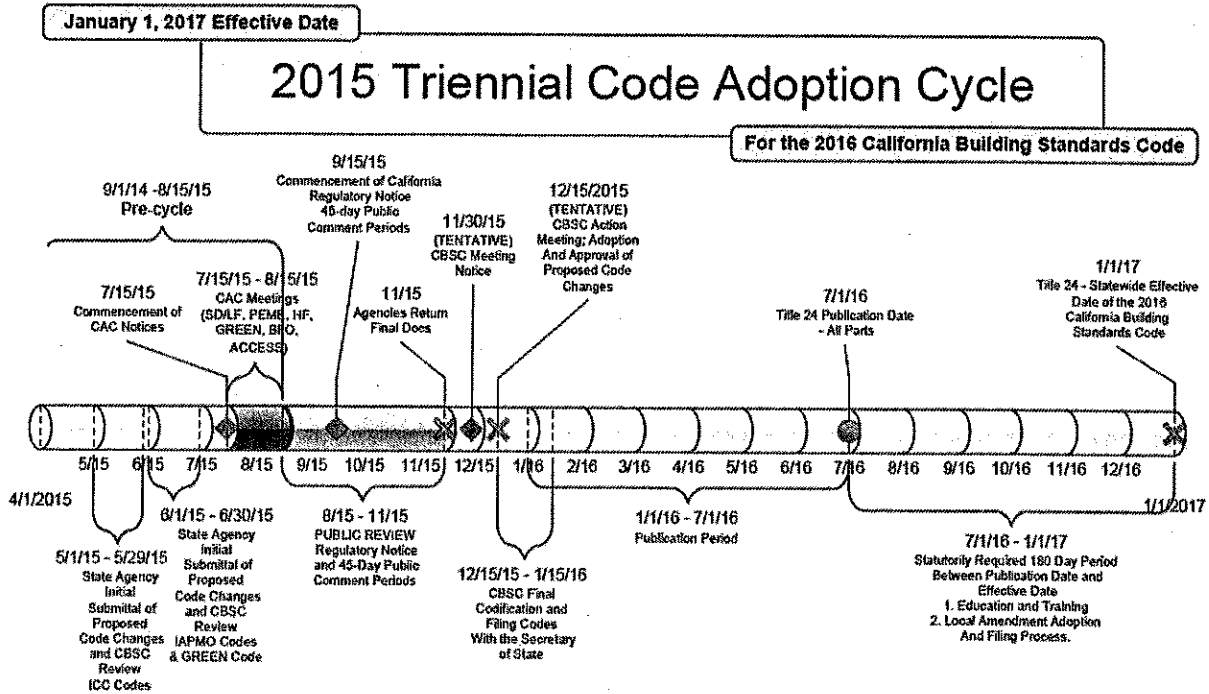
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
Honold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533
Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Law** Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354

- Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding,
CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City,
CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza,
Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA
92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino,
CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San
Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard
Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St.,
Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA
93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis
Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second
Floor, Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library,
500 El
Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060.
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz,
CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria,
CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050
Wilshire

- Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
- Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
- Stockton-San Joaquin County Public Library, 605 North El Dorado Street,
Stockton, CA 95202
- Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury
Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive,
Davis, CA 95616-5203
- University of California, Irvine Libraries, Government Information Department,
Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405
Hilgard Ave., Los Angeles, CA 90095-1458
- University of California, Riverside, Rivera Library, Government Publications, P.O.
Box 5900, Riverside, CA 92517-5900
- University of California, Santa Cruz, University Library, Government Publications,
1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA
92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St.,
San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los
Angeles, CA 90089-0072
- University of Southern California, Government Documents, Von Kleinsmid
Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA
93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA
92626

Exhibit A, Attachment C

2016 Intervening Code Adoption Cycle Timeline –



- CAC Committees:**
 SDLF -- Structural Design/ Lateral Forces
 PEME -- Plumbing, Electrical, Mechanical & Energy
 HF -- Health Facilities
 GREEN -- Green Building
 BFO -- Building, Fire & Other
 ACCESS -- Accessibility

* All dates are subject to change

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to NFPA by CBSC to make sales of the Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to NFPA with respect to this Agreement or the licenses granted hereunder.
- A. **Sale of Code.** NFPA agrees to furnish the Code in loose-leaf format on the following basis:
1. NFPA shall make the Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by NFPA that will entitle the purchaser to receive all 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related Errata sheets from NFPA at no additional charge.
 2. Any bookstore or other vendor may purchase the Code from NFPA for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets from NFPA at no additional charge.
 3. NFPA shall provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2016 Code, and three (3) copies of all 2016 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.
 4. NFPA may sell the Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
 5. NFPA and/or Authorized Agent and Licensee will send the State an annual report of units sold. Reports must be mailed to:

<i>CBSC Contract Administrator</i>

Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

- B. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, NFPA shall deliver complimentary copies of the 2016 CEC, and automatically, any 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC. NFPA shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. NFPA shall deliver up to 30 complimentary copies of the Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide with names and delivery addresses of the current and any new Commissioners as well as notifying NFPA of any terminations.
2. NFPA shall deliver up to 200 complimentary copies of the Code, together with any 2016 CEC Supplements, directly to the following state agencies in the quantities specified by CBSC.

D. **Subscription Service.** In order to ensure that the 2016 CEC purchased from NFPA or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, NFPA shall make available to all purchasers of the 2016 CEC, all 2016 CEC Supplements, all supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, at no additional cost. NFPA shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CEC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.

E. **Funding.** NFPA 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 therefore by the State Legislature as approved by the Governor.

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
Date: 5/3/2016 1:48:51 PM
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement
Attachments: [3188106.BSC.2016 Code Part 3.NFPA.pdf](#)

This is the document they reviewed.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS
Sent: Tuesday, April 26, 2016 11:08 AM
To: 'Rose, Debra'
Cc: de la Motte, Leann@DGS
Subject: 2016 California Building Standards Code Part 3 Publication Agreement

Hello Debra,

Agreement #3188107 is attached for signature. The agreement are for the 2016 California Building Standards Codes Part 3 for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than April 28, 2016 if possible. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)

To: ["Marvelli, Mia@DGS"](mailto:Marvelli_Mia@DGS) Mia.Marvelli@dgs.ca.gov

["Biedermann, Cynthia \(Cynthia.Biedermann@dgs.ca.gov\)"](mailto:Biedermann_Cynthia@dgs.ca.gov) Cynthia.Biedermann@dgs.ca.gov

["de la Motte, Leann@DGS"](mailto:de_la_Motte_Leann@DGS) Leann.delaMotte@dgs.ca.gov

Date: 5/6/2016 12:19:15 PM

Subject: FW: Agreement #3188107 2016 California Building Standards Code Part 3

FYI -

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Rose, Debra [mailto:drose@nfpa.org]

Sent: Friday, May 06, 2016 12:03 PM

To: Betts, Bruce@DGS

Cc: Benny, Katrina@DGS

Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

Hi Bruce,

We will not be able to make the Monday due date on returning the signed contracts. My manager has not been able to review the contract in the last few days and she wants to talk with Dennis once she has reviewed it. I will keep you posted.

Have a good weekend

Debra

Best regards,

Debra
617-984-7595
drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Bruce S. M. A. Br. e. Be. . A. ov
Sent: r A A 5 201 10 11 A
To: R. e. e. r. A. ro.e.Aor
Cc: e. A. o. e. e. A. S. e.A.e.A.o.e.A.ov
Subject: A reeme 31 10 201 A or AB S A Ar o e Ar 3

Hello Debra,

Agreement #3188107 is attached for signature. The agreement are for the 2016 California Building Standards Codes Part 3 for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than May 9th, 2016 if possible. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Rose, Debra" drose@nfpa.org](mailto:Rose, Debra)
Date: 5/9/2016 9:37:12 AM
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

Thanks for the update Debra.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [mailto:drose@nfpa.org]
Sent: Friday, May 06, 2016 12:03 PM
To: Betts, Bruce@DGS
Cc: Benny, Katrina@DGS
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

Hi Bruce,

We will not be able to make the Monday due date on returning the signed contracts. My manager has not been able to review the contract in the last few days and she wants to talk with Dennis once she has reviewed it. I will keep you posted.

Have a good weekend

Debra

Best regards,

12/17/2016

Debra
617-984-7595
drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Bruce S. M. A. Br. e. Be . A. ov
Sent: r A A 5 201 10 11 A
To: R. e. e. r. A. ro.e.Aor
Cc: e. A. o. e. e. A. S. e.A.e.A.o.e.A.ov
Subject: A reeme 31 10 201 A or AB S A Ar o e Ar 3

Hello Debra,

Agreement #3188107 is attached for signature. The agreement are for the 2016 California Building Standards Codes Part 3 for the Department of General Services, California Building Standards Commission.

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Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["Rose, Debra" drose@nfpa.org](mailto:Rose,Debra@drose@nfpa.org)
["Betts, Bruce@DGS"](mailto:Betts,Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 5/9/2016 12:53:00 PM
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

Debra,

Just back in the office and there was a message from Dennis – an error on the front page, IAPMO instead of NFPA. Bruce is correcting the copy and send a new one via email as we speak.

Sorry,

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Rose, Debra [mailto:drose@nfpa.org]
Sent: Friday, May 06, 2016 12:03 PM
To: Betts, Bruce@DGS
Cc: Benny, Katrina@DGS
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

Hi Bruce,

We will not be able to make the Monday due date on returning the signed contracts. My manager has not been able to review the contract in the last few days and she wants to talk with Dennis once she has reviewed it. I will keep you posted.

Have a good weekend

Debra

Best regards,
Debra
617-984-7595
drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Bruce Bettis Bruce.Bettis@nfpa.org
Sent: Thursday, May 10, 2016, 10:11 AM
To: Rose A. Rose.A@nfpa.org
Cc: Debra Debra@nfpa.org
Subject: Agreement #3188107 for the Department of General Services, California Building Standards Commission

Hello Debra,

Agreement #3188107 is attached for signature. The agreement are for the 2016 California Building Standards Codes Part 3 for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than May 9th, 2016 if possible. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Bettis

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

12/17/2016

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

3188107

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

National Fire Protection Association

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	7 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	2 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.)

National Fire Protection Association, Inc.

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Kimberly A. Fontes, Division Director, Product Development

ADDRESS

1 Batterymarch Park, Quincy, MA 02169

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services, Building Standards Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)



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:

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Rose, Debra" drose@nfpa.org](mailto:Rose,Debra)
Date: 5/9/2016 12:56:39 PM
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3
Attachments: [213 3188107.pdf](#)

Hi Debra,

Here is the updated version. I only scanned the 213 face sheet. Thank you.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [mailto:drose@nfpa.org]
Sent: Monday, May 09, 2016 12:54 PM
To: Benny, Katrina@DGS; Betts, Bruce@DGS
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

I should have seen it! My mistake.

Thanks!

Best regards,

Debra

617-984-7595

drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Be Ar A S mao@nfpa.org
Sent: o A A 201 3 53
To: Ro e e rA rose@nfpa.org Be Br e S bruce@nfpa.org
Subject: R A reeme 31 10 201 A or AB S A Ar o e Ar 3

Debra,

Just back in the office and there was a message from Dennis – an error on the front page, IAPMO instead of NFPA. Bruce is correcting the copy and send a new one via email as we speak.

Sorry,

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Rose, Debra [<mailto:drose@nfpa.org>]
Sent: Friday, May 06, 2016 12:03 PM
To: Betts, Bruce@DGS
Cc: Benny, Katrina@DGS
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

Hi Bruce,

We will not be able to make the Monday due date on returning the signed contracts. My manager has not been able to review the contract in the last few days and she wants to talk with Dennis once she has reviewed it. I will keep you posted.

Have a good weekend

Debra

Best regards,
Debra
617-984-7595
drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Bruce S. Moberg, Sr. Bruce.S.Moberg@nfpa.org
Sent: 10/11/2016 5:11 AM
To: Rose A. Rose.A@nfpa.org
Cc: Rose A. Rose.A@nfpa.org
Subject: Agreement #3188107 for the 2016 California Building Standards Codes Part 3

Hello Debra,

Agreement #3188107 is attached for signature. The agreement are for the 2016 California Building Standards Codes Part 3 for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than May 9th, 2016 if possible. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605
<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 3188107
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

National Fire Protection Association

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	7 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	2 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.)

National Fire Protection Association

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kimberly A. Fontes, Division Director, Product Development

ADDRESS

1 Batterymarch Park, Quincy, MA 02169

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services, Building Standards Commission

BY (Authorized Signature)



DATE SIGNED (Do not type)

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:

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Rose, Debra" drose@nfpa.org](mailto:Rose,Debra)
Date: 5/10/2016 7:02:12 AM
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3
Attachments: [213 3188107.pdf](#)

Here is the updated version without the Inc.

I took the name with the Inc. from the STD 204 that was sent in Does the STD 204 need to be updated

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [mailto:drose@nfpa.org]
Sent: Tuesday, May 10, 2016 6:17 AM
To: Betts, Bruce@DGS
Cc: Benny, Katrina@DGS
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

I'm sorry Bruce...Please remove "Inc." off National Fire Protection Association

Best regards,

Debra

617-984-7595

drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Be Br e S mA_oBr_e.Be@A.ov
Sent: o A A 201 3 5
To: Ro e e rA ro_e@A.or
Cc: Be Ar A S Ar_A.Be@A.ov
Subject: R A reeme 31 10 201 A or AB S A Ar o e Ar 3

Hi Debra,

Here is the updated version. I only scanned the 213 face sheet. Thank you.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [<mailto:drose@nfpa.org>]
Sent: Monday, May 09, 2016 12:54 PM
To: Benny, Katrina@DGS; Betts, Bruce@DGS
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

I should have seen it! My mistake.

Thanks!

Best regards,
Debra
617-984-7595
drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Be Ar A S mao@nfpa.org
Sent: o A A 201 3 53
To: Rose, Debra drose@nfpa.org; Bruce, Bruce S bruce@nfpa.org
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

Debra,

Just back in the office and there was a message from Dennis – an error on the front page, IAPMO instead of NFPA. Bruce is correcting the copy and send a new one via email as we speak.

Sorry,

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Rose, Debra [\[mailto:drose@nfpa.org\]](mailto:drose@nfpa.org)
Sent: Friday, May 06, 2016 12:03 PM
To: Betts, Bruce@DGS
Cc: Benny, Katrina@DGS
Subject: RE: Agreement #3188107 2016 California Building Standards Code Part 3

Hi Bruce,

We will not be able to make the Monday due date on returning the signed contracts. My manager has not been able to review the contract in the last few days and she wants to talk with Dennis once she has reviewed it. I will keep you posted.

Have a good weekend

Debra

Best regards,

Debra

617-984-7595

drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Debra S drose@nfpa.org
Sent: 11/15/2016 10:11 AM
To: Robert drose@nfpa.org
Cc: Debra S drose@nfpa.org
Subject: Agreement #3188107 for the 2016 California Building Standards Codes Part 3

Hello Debra,

Agreement #3188107 is attached for signature. The agreement are for the 2016 California Building Standards Codes Part 3 for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than May 9th, 2016 if possible. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.deLaMotte@dgs.ca.gov
Date: 5/16/2016 1:09:35 PM
Subject: NFPA Agreement

Hi Leann,

The NFPA agreement arrived this afternoon. Is there anyone from BSC over here at the Zig today

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny_Katrina@DGS
To: ["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)
["Day, Kevin@DGS" Kevin.Day@dgs.ca.gov](mailto:Kevin.Day@dgs.ca.gov)
["Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov](mailto:Mia.Marvelli@dgs.ca.gov)
Date: 5/20/2016 10:51:37 AM
Subject: RE: agreements

Thank you Dave,

The three of us will discuss these soon. Secondly, no we have not received a schedule from your pubs department yet, however I have been in contact with Lisa for the cover art.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Dave Walls [mailto:dwalls@ICCSafe.ORG]
 Sent: Thursday, May 19, 2016 5:02 PM
 To: Day, Kevin@DGS; Marvelli, Mia@DGS; Benny, Katrina@DGS
 Subject: agreements

A Ar AA ev

o eA e . Am A A e O rom A O R. o A ee A e Are ere e Ae o eA e e re . eO R
 A reeme m Ar o A e o e e e A o o rA AreA A overe . e A Ame Aever o
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STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 3188107
REGISTRATION NUMBER

- 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	National Fire Protection Association
- The term of this Agreement is: **May 1, 2016** or upon DGS/OLS approval, whichever is later through **December 31, 2019**
- The maximum amount of this Agreement is: **\$0.00** Zero Dollars
- 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	7 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	2 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.



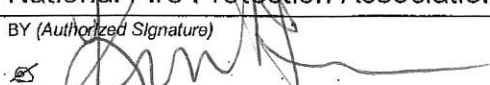

CONTRACTOR		California Department of General Services Use Only  <div style="border: 2px solid blue; padding: 5px; text-align: center;"> APPROVED MAY 31 2016 OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES </div> <input type="checkbox"/> Exempt per: 
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) National Fire Protection Association		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5-12-16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kimberly A. Fontes, Division Director, Product Development		
ADDRESS 1 Batterymarch Park, Quincy, MA 02169		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Building Standards Commission		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/16/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Mia Marvelli, Executive Director		
ADDRESS 2525 Natomas Park Drive, Suite 130 Sacramento, CA 95833		

EXHIBIT A

SCOPE OF WORK

The 2016 California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on the 2014 National Electrical Code®. The California Electrical Code includes both provisions of the model code and amendments to the code adopted by California. The National Fire Protection Association, Inc. (NFPA®) owns the copyright to the National Electrical Code and the acronym (NEC®).

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and National Fire Protection Association (NFPA) will coordinate the publication of the 2016 California Electrical Code (Title 24, Part 3). All activities hereto that are the responsibility of the NFPA may be carried out by or through an NFPA approved authorized licensee or subcontractor at the discretion of NFPA. The description NFPA and NFPA and/or Authorized Agent and Licensee is used interchangeably, except where noted.

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70® National Electrical Code® 2014 Edition, as well as the trademark to the title National Electrical Code® and the acronym NEC® (hereinafter referred to as "2014 NEC"); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies electrical code standards and amendments, which may be based on an existing model electrical code, and publishes them as the California Electrical Code, California Code of Regulations, Title 24, Part 3 (hereinafter referred to as the "CEC"); and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the CEC containing those portions of the 2014 NEC, as adopted by CBSC, that have been approved and codified by CBSC, those portions of the 2014 NEC that have been modified by CBSC, and the California amendments thereto (hereinafter referred to as the "2016 CEC"); and
- D. **WHEREAS**, NFPA and CBSC desire to publish the 2016 CEC in a pre-assembled loose-leaf and fully integrated format on or before July 1, 2016; and
- E. **WHEREAS**, NFPA and CBSC desire to make arrangements for annual amendments to the 2016 CEC (hereinafter referred to as the "2016 CEC Supplements"), errata supplements, and emergency supplements.

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

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
Debra Rose, NFPA 1 Batterymarch Park Quincy, MA 02169-747 (617) 984-7595 drose@nfpa.org

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

4. PERFORMANCE DETAILS

Grant of License for CEC.

A. **By NFPA.** Subject to the limitation of section 1 below, NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2014 NEC, NFPA supplements and revisions to the 2014 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2016 CEC, as well as the 2016 CEC 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 NFPA breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fails 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 NFPA or until one hundred and eighty days (180) after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA. If at any time prior to the discontinuation of publication by NFPA 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, 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 NFPA recommences

furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA.

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

5. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, NFPA shall commence the following services:
1. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable herein, 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 2014 NEC approved and codified by the CBSC, those portions of the 2014 NEC that have been modified by the CBSC, and all California amendments.
 2. NFPA shall print and publish all 2016 CEC Supplements on a regular basis so that all customers have available an accurate and up-to-date Code, provided, however, that NFPA 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 NFPA website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.
 3. NFPA has provided CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 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. NFPA 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 CBSC, copies of the 2016 CEC 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 NFPA the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to NFPA the proofed and approved final text on or before May 15, 2016, NFPA shall be provided with a period of 45 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the Code.
- 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 be shown with a strike through the language in the code. NFPA will show non-adopted language in legislative (strike thru) text and will note as not adopted by the State on each page.
- C. All Errata and/or Supplements to the 2014 Licensed Property as originally adopted by CBSC as the Code which are thereafter generated by NFPA shall not be printed in the Code unless expressly approved by the CBSC.
- D. CBSC shall submit to NFPA and/or Authorized Agent and Licensee its modifications to the 2014 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, NFPA and/or Authorized Agent and Licensee shall furnish to CBSC a copy of the initial draft of the Code for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the initial draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the initial draft, NFPA and/or Authorized Agent and Licensee 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 Code from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the second draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a final draft.
- G. NFPA and/or Authorized Agent and Licensee shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the

Code. If CBSC promptly delivers to NFPA and/or Authorized Agent and Licensee the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the Code is available for sale within thirty-five (35) days of receipt from 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 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 Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
 3. CBSC and NFPA 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 NFPA, 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. NFPA 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 NFPA and/or Authorized Agent and Licensee to abide by the proposed Schedule.
 5. Neither NFPA 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 NFPA or CBSC is not otherwise responsible.
- I. Formatting, layout and other requirements not contained herein for publication of the 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), 84 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 CEC.
 - 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. NFPA and/or Authorized Agent and Licensee will integrate existing 2014 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. NFPA and/or Authorized Agent and Licensee 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 2014 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 NFPA and/or Authorized Agent and Licensee by CBSC no later than April 1, 2016:
 - a. Cover Art
 - b. Preface
 - c. Acknowledgement
 - d. California Agency Information Contact List
 - e. 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 Electrical Code" etc.
 8. State-agency acronyms will be used throughout the 2016 Code.
 9. NFPA and/or Authorized Agent and Licensee will submit binder specifications for approval by CBSC.
 10. The Matrix Adoption Table will be in the front of each correlating chapter of the Code and available as a supplement so it can be inserted in the front of each Code.
 11. NFPA and/or Authorized Agent and Licensee shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and

Licensee will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.

12. A card may be placed in the Code advertising other NFPA and/or Authorized Agent and Licensee publications.

J. Supplements and Errata

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

Exhibit A, Attachment A

Depository Libraries

Under the provisions of the Library Distribution Act (Government Code sections 14905, 14906, and 14907), the libraries listed below have contracted with the Department of General Services to serve as complete or selective depositories. They agree to provide adequate facilities for the shelving and use of the publications deposited with them render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

Complete Depository Libraries

One copy of each state publication as defined in Government Code section 14902 must be placed on deposit with each complete depository. In addition, provisions of the State Administrative Manual authorize those libraries marked with an asterisk in the list below to receive the number of copies recorded after the entry.

California State Archives, 1020 O Street, Sacramento, CA 95814

California State Library, Information Resources and Government Publications, P.O. Box 942837, Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**

California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA 95929-0295

Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285

Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172

Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008

San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101

San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050

San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102

Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305

University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000

University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292

University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575

University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175

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University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA 93106-9010

Exhibit A, Attachment B

Selective Depository Libraries

Selective depositories receive one copy of each printed publication distributed by the Office of State Publishing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- Law** A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001

- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533
Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354

- Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556
Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding,
CA 96001
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City,
CA 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza,
Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
Law Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA
92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino,
CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San
Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard
Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St.,
Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA
93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis
Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second
Floor, Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library,
500 El
Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz,
CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria,
CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050
Wilshire

- Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
- Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
- Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
- Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
- University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
- University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
- University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
- University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

Exhibit A, Attachment C

2016 Intervening Code Adoption Cycle Timeline –

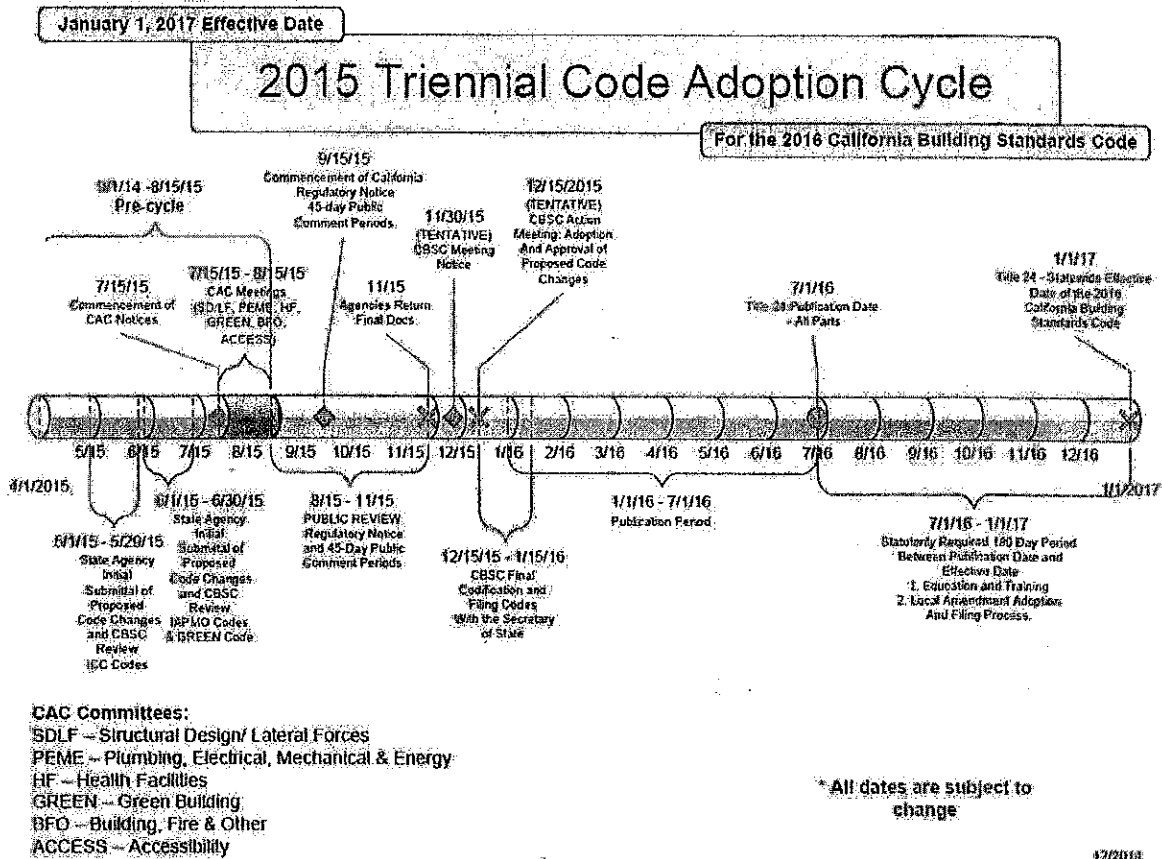


EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to NFPA by CBSC to make sales of the Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to NFPA with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** NFPA agrees to furnish the Code in loose-leaf format on the following basis:
1. NFPA shall make the Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by NFPA that will entitle the purchaser to receive all 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related Errata sheets from NFPA at no additional charge.
 2. Any bookstore or other vendor may purchase the Code from NFPA for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets from NFPA at no additional charge.
 3. NFPA shall provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2016 Code, and three (3) copies of all 2016 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.
 4. NFPA may sell the Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
 5. NFPA and/or Authorized Agent and Licensee will send the State an annual report of units sold. Reports must be mailed to:

<i>CBSC Contract Administrator</i>

Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833

- C. **State Code Distribution.** The Library Distribution Act (LDA) established 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. During the term of this Agreement, NFPA shall deliver complimentary copies of the 2016 CEC, and automatically, any 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC. NFPA shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. NFPA shall deliver up to 30 complimentary copies of the Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide with names and delivery addresses of the current and any new Commissioners as well as notifying NFPA of any terminations.
2. NFPA shall deliver up to 200 complimentary copies of the Code, together with any 2016 CEC Supplements, directly to the following state agencies in the quantities specified by CBSC.

D. Subscription Service. In order to ensure that the 2016 CEC purchased from NFPA or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, NFPA shall make available to all purchasers of the 2016 CEC, all 2016 CEC Supplements, all supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, at no additional cost. NFPA shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CEC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.

E. Funding. NFPA 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 therefore by the State Legislature as approved by the Governor.

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)

To: ["Rose, Debra" drose@nfpa.org](mailto:Rose,Debra)

Date: 6/1/2016 1:50:25 PM

Subject: Agreement #3188106 2016 Code Part 3

Attachments: [3188106.BSC.2016 Code Part 3.NFPA.Executed.pdf](#)

Hello Debra,

The dually signed and executed agreement is attached. I will follow up this afternoon by sending you an original, hard copy via mail this afternoon. Thank you very much for working with us on this and please let me know if you have any questions.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)

To: ["Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov](mailto:Marvelli_Mia@DGS)
["Day, Kevin@DGS" Kevin.Day@dgs.ca.gov](mailto:Day_Kevin@DGS)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Biedermann_Cynthia@DGS)

Date: 6/2/2016 7:56:38 AM

Subject: RE: Agreement #3188106 2016 Code Part 3

Agree, problem is that they will most likely be different the next time with FI\$Cal ..we might want to start now for the 2019 Codes, hehehe.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Marvelli, Mia@DGS
Sent: Thursday, June 02, 2016 7:33 AM
To: Benny, Katrina@DGS; Day, Kevin@DGS; Biedermann, Cynthia@DGS
Cc: de la Motte, Leann@DGS
Subject: RE: Agreement #3188106 2016 Code Part 3

Thank you Katrina.

I think this office has several *lessons learned* from this contract experience.

Thank you all for hanging in there and your patience.

Mia Marvelli, Executive Director

California Building Standards Commission

www.BSC.ca.gov

916.263.0916

From: Benny, Katrina@DGS
Sent: Wednesday, June 01, 2016 4:45 PM
To: Marvelli, Mia@DGS; Day, Kevin@DGS; Biedermann, Cynthia@DGS
Cc: de la Motte, Leann@DGS
Subject: FW: Agreement #3188106 2016 Code Part 3

I have saved the attached signed document in the Procurement folder.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Wednesday, June 01, 2016 1:50 PM
To: Rose, Debra
Cc: de la Motte, Leann@DGS; Benny, Katrina@DGS
Subject: Agreement #3188106 2016 Code Part 3

Hello Debra,

The dually signed and executed agreement is attached. I will follow up this afternoon by sending you an original, hard copy via mail this afternoon. Thank you very much for working with us on this and please let me know if you have any questions.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

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Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

<http://inside.dgs.ca.gov/ad/obas.aspx>

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

