

From: Day, Kevin@DGS
To: ["Benny, Katrina@DGS"](mailto:Benny, Katrina@DGS) Katrina.Benny@dgs.ca.gov
Date: 7/10/2015 10:26:53 AM
Subject: RE: ICC 2013 Code Agreements

Understood, I'll work with Cynthia on providing Leann with appropriate electronic versions of the publication agreements for IAPMO and NFPA from the last go-around and will continue to follow up.

Kevin Day
916.263.0355

From: Benny, Katrina@DGS
Sent: Friday, July 10, 2015 10:25 AM
To: Day, Kevin@DGS
Subject: RE: ICC 2013 Code Agreements

Yes, but we will need to go through Leann for her to input the information "request" into ABMS for us.

Katrina Benny
Manager, CBSC
Phone 916-263-1350

From: Day, Kevin@DGS
Sent: Friday, July 10, 2015 10:23 AM
To: Benny, Katrina@DGS
Subject: FW: ICC 2013 Code Agreements

Katrina, do we still need to send Laura Frost copies of the previous publication agreements with IAPMO and NFPA

Kevin Day
916.263.0355

From: Frost, Laura@DGS
Sent: Friday, July 10, 2015 10:19 AM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,
I checked with OLS and they do require a complete contract (213 and exhibits) for this zero dollar procurement. Program will need to submit a CRF and scope to OBAS once the NCB is approved. We could start working on this now in confidence the NCB will be approved. Should I be working with Leann on that?

Thanks,
Laura

From: Benny, Katrina@DGS
Sent: Wednesday, July 01, 2015 4:22 PM
To: Frost, Laura@DGS
Cc: Day, Kevin@DGS
Subject: FW: ICC 2013 Code Agreements

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Hi Katrina,
I picked these up and walked them over to the person in PD that reviews and approves. Once they approve, we would be able to start working on issuing the contracts.
Let me know if you have additional questions or want to talk about the process.

Thanks,
Laura Frost
OBAS/Service Contracts
Ph: (916) 375-4989

Katrina Benny
Manager, CBSC
Phone 916-263-1350

From: Biedermann, Cynthia@DGS
Sent: Tuesday, June 30, 2015 4:34 PM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS
Subject: ICC 2013 Code Agreements

These are the final drafts that the two ICC executed agreements were based on. Note that they include mark-ups throughout, and that all of the exhibits require updating on our end.

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING



From: Day, Kevin@DGS
To: ["Benny, Katrina@DGS"](mailto:Benny, Katrina@DGS) Katrina.Benny@dgs.ca.gov
Date: 7/10/2015 10:31:25 AM
Subject: FW: 2016 California Electrical Code

Katrina, the federal tax ID number for IAPMO is 041653093. Now we're just waiting on NFPA's response.

Kevin Day
916.263.0355

From: Rose, Debra [mailto:drose@nfpa.org]
 Sent: Friday, July 10, 2015 10:29 AM
 To: Day, Kevin@DGS; Bill Mahoney; Berry, Dennis
 Cc: Biedermann, Cynthia@DGS
 Subject: RE: 2016 California Electrical Code

Hello Kevin

Dennis Berry and I will be in contact with you soon to talk about the contract. In the meantime here is our federal tax id number: 041653093.

Debra

Debra A. Rose
617-984-7595 (office)

From: A ev S [m A o ev . A . A ov](mailto:MA o ev . A . A ov)
 Sent: Fr A 10 2015 1 00
 To: B A o e R o e e r A
 Cc: B e erm A A S
 Subject: R 201 A or A e r A o e

Hi Bill and Deb,

I hope all is well. Per Cynthia's email below, I will be helping out with the publication agreement for the forthcoming triennial code adoption. I'm a bit new to this process and look forward to working with you in the coming weeks. In the meantime, we are working with the Procurement Division of the Department of General Services, which has asked us to provide the federal tax ID number for each code publisher (for purposes of the

Non-Competitively Bid contract documentation). When you have a moment, could you please provide the federal tax ID number for the NFPA

Kevin Day

Staff Services Manager I (Specialist)

California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959

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: Biedermann, Cynthia@DGS
Sent: Monday, July 06, 2015 11:43 AM
To: Bill Mahoney; drose@nfpa.org
Cc: Day, Kevin@DGS; Nearman, Michael@DGS; McGowan, Jim@DGS; Benny, Katrina@DGS
Subject: 2016 California Electrical Code

Dear Bill and Deb,

Hope you had a fun 4th of July weekend

We have started to look at the contract language for the 2016 California Electrical Code, which has a publication date of July 1, 2016. By way of introduction, I have copied Kevin Day who will be managing the contract process for CBSC this time around.

I will continue to be in the contract loop assisting Kevin as necessary and will remain the primary contact for the publication review process with Bill. Needless to say, Mike and Jim will be overseeing the entire process along the way.

Please let us know your preferred next steps in moving forward with the contract. In the meantime, we are updating the many exhibit/attachment documents to the agreement and we have already started dialog with ICC concerning the 2016 cover artwork.

Regards,
C

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING



From: Day, Kevin@DGS
To: ["Benny, Katrina@DGS"](mailto:Benny, Katrina@DGS) Katrina.Benny@dgs.ca.gov
Date: 7/10/2015 10:33:18 AM
Subject: RE: 2016 California Electrical Code

Sorry, the federal tax ID number below was actually NFPA's. I just got the IAPMO federal tax ID number and will send it shortly.

Kevin Day
916.263.0355

From: Day, Kevin@DGS
Sent: Friday, July 10, 2015 10:31 AM
To: Benny, Katrina
Cc: Biedermann, Cynthia@DGS; de la Motte, Leann@DGS
Subject: FW: 2016 California Electrical Code

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916.263.0355

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Sent: Friday, July 10, 2015 10:29 AM
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Hello Kevin

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Debra

Debra A. Rose
617-984-7595 (office)

From: A ev S mA_o_ev.A.A.ov

12/17/2016

Sent: Fr A 10 2015 1 00
To: B A o e R o e e r A
Cc: B e e r m A A S
Subject: R 201 A o r A e r A o e

Hi Bill and Deb,

I hope all is well. Per Cynthia's email below, I will be helping out with the publication agreement for the forthcoming triennial code adoption. I'm a bit new to this process and look forward to working with you in the coming weeks. In the meantime, we are working with the Procurement Division of the Department of General Services, which has asked us to provide the federal tax ID number for each code publisher (for purposes of the Non-Competitively Bid contract documentation). When you have a moment, could you please provide the federal tax ID number for the NFPA

Kevin Day

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

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Cc: Day, Kevin@DGS; Nearman, Michael@DGS; McGowan, Jim@DGS; Benny, Katrina@DGS
Subject: 2016 California Electrical Code

Dear Bill and Deb,

Hope you had a fun 4th of July weekend

We have started to look at the contract language for the 2016 California Electrical Code, which has a publication date of July 1, 2016. By way of introduction, I have copied Kevin Day who will be managing the contract process for CBSC this time around.

I will continue to be in the contract loop assisting Kevin as necessary and will remain the primary contact for the publication review process with Bill. Needless to say, Mike and Jim will be overseeing the entire process along the way.

Please let us know your preferred next steps in moving forward with the contract. In the meantime, we are updating the many exhibit/attachment documents to the agreement and we have already started dialog with ICC concerning the 2016 cover artwork.

Regards,
C

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING



From: [Day, Kevin@DGS](mailto:Day_Kevin@DGS)
To: "[Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)" Katrina.Benny@dgs.ca.gov
Date: 7/10/2015 10:34:01 AM
Subject: FW: CPC & CMC 2016 Contract

The federal tax ID number for IAPMO is 95-1603192.

Kevin Day
916.263.0355

From: Leticia Gallegos [<mailto:leticia.gallegos@iapmo.org>]
Sent: Friday, July 10, 2015 10:32 AM
To: Day, Kevin@DGS; Russ Chaney
Cc: Biedermann, Cynthia@DGS
Subject: RE: CPC & CMC 2016 Contract

95-1603192. Let me know if you need anything else.

Thank you,

Leticia Gallegos
Executive Assistant

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.

Please consider the environment before printing this email 

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

From: Day, Kevin@DGS [<mailto:Kevin.Day@dgs.ca.gov>]
Sent: Friday, July 10, 2015 10:05 AM
To: Russ Chaney; Leticia Gallegos
Cc: Biedermann, Cynthia@DGS
Subject: RE: CPC & CMC 2016 Contract

Hi Russ and Leticia,

I hope all is well. Per Cynthia's email below, I will be helping out with the publication agreement for the forthcoming triennial code adoption. I'm a bit new to this process and look forward to working with you in the coming weeks. In the meantime, we are working with the Procurement Division of the Department of General Services, which has asked us to provide the federal tax ID number for each code publisher (for purposes of the Non-Competitively Bid contract documentation). When you have a moment, could you please provide the federal tax ID number for IAPMO

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

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

From: Russ Chaney [<mailto:Russ.Chaney@iapmo.org>]
Sent: Monday, July 06, 2015 1:13 PM
To: Biedermann, Cynthia@DGS
Cc: Monte Bogatz; Neil Bogatz; Alma Ramos; Lynne Simnick; Dwight Perkins
Subject: CPC & CMC 2016 Contract

Hello Cynthia

We'll be delighted to work with Kevin on the updated contract for publication of the CPC & CMC. I have copied Monte Bogatz, IAPMO's Associate General Counsel, and Neil Bogatz, IAPMO's General Counsel.

All the best

GP Russ Chaney
CEO, The IAPMO Group

From: Biedermann, Cynthia@DGS [<mailto:Cynthia.Biedermann@dgs.ca.gov>]
Sent: Monday, July 06, 2015 11:51 AM
To: Leticia Gallegos
Cc: Alma Ramos; Day, Kevin@DGS; Nearman, Michael@DGS; McGowan, Jim@DGS; Benny, Katrina@DGS
Subject: 2016 California Mechanical and Plumbing Codes

Dear Russ,

We have started to look at the contract language for the 2016 California Mechanical and Plumbing Codes, which will have a publication date of July 1, 2016. By way of introduction, I have copied Kevin Day who will be managing the contract process for CBSC this time around.

I will continue to be in the contract loop assisting Kevin as necessary and will remain the primary contact for the publication review process with Alma. Needless to say, Mike and Jim will be overseeing the entire process along the way.

Please let us know your preferred next steps in moving forward with the contract. In the meantime, we are updating the many exhibit/attachment documents to the agreement and we have already started dialog with ICC concerning the 2016 cover artwork.

Regards,
Cynthia

12/17/2016

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: 7/10/2015 10:51:04 AM

Subject: FW: Std. 821 & NCB 6370, 6371, 6372, and 6373

Forgot to cc you ..

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Benny, Katrina@DGS
Sent: Friday, July 10, 2015 10:50 AM
To: Quintero, Gus@DGS
Cc: Angeles, Cheryl@DGS; Day, Kevin@DGS
Subject: RE: Std. 821 & NCB 6370, 6371, 6372, and 6373

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Hi Katrina,
I checked with OLS and they do require a complete contract (213 and exhibits) for this zero dollar procurement. Program will need to submit a CRF and scope to OBAS once the NCB is approved. We could start working on this now in confidence the NCB will be approved. Should I be working with Leann on that?

Thanks,
Laura Frost
OBAS/Service Contracts
Ph: (916) 375-4989

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Quintero, Gus@DGS
Sent: Tuesday, July 07, 2015 4:48 PM
To: Benny, Katrina@DGS
Cc: Angeles, Cheryl@DGS
Subject: Std. 821 & NCB 6370, 6371, 6372, and 6373

Good afternoon Katrina

I am the assigned analyst for your recently submitted Std. 821 and NCB's.

Please provide the Federal ID # for each of contractor's and contract number:

Title 24 Part 3 National Fire Protection Association [NFPA is 041653093]

Title 24 Part 2 International Code Council [ICC Tax #: 36-3999004].

Title 24 Part 1 International Code Council [ICC Tax #: 36-3999004].

Title 24 Part 4 International Association of Plumbing and Mechanical Officials [IAPMO is 95-1603192]

Thank you,

Gus Quintero
State of California Department of General Services
Procurement Division
Disputes Resolution Unit and
e-procurement initiatives
707 Third Street, 2nd Floor, West Sacramento, CA 95605
<http://www.pd.dgs.ca.gov>
(916) 375-4393
(916) 375-4662 fax
gus.quintero@dgs.ca.gov

From: [Frost, Laura@DGS](mailto:Frost_Laura@DGS)
To: ["Benny, Katrina@DGS"](mailto:Benny_Katrina@DGS) Katrina.Benny@dgs.ca.gov
Date: 7/10/2015 11:02:19 AM
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,

This could be done with just the CRF form through the CMS inbox so ABMS won't be necessary. We'd accept it through the module, but we'd end up having to cancel the requisition since no funds are involved.

I would appreciate if Leann could help me take the provisions the contractor wants us to agree to (from either the new or previous agreements) and insert them into a State contract template. It would be mostly copy/pasting and formatting, but we'll also need to make sure the description of the work they're agreeing to do is thorough enough to protect the State, so having someone who knows the program would be appreciated. Once we have it, we can use it for future years, so this would be a one time OBAS/BSC endeavor. Here are the links to the forms on our website. Additionally, I've started the SOW with just some thoughts off the top of my head. As you can see, we would need input as to what the contractor does.

(From our website: <http://inside.dgs.ca.gov/ad/obas/ContractsManage/ServicesUnit1250kandoverServicesUnit2S.aspx>)

CRF

http://documents.dgs.ca.gov/AD/obas/cms/Web_20Documents/Services_20Contracts/CRFB21414ver2beta.pdf

GC19130

http://documents.dgs.ca.gov/AD/obas/cms/Web_20Documents/Services_20Contracts/FormOBAS19130.pdf

Mission Critical

http://documents.dgs.ca.gov/AD/obas/cms/Web_20Documents/Services_20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc

Scope of work template:

E HIBIT A
SCOPE OF WORK

Business justification for procurement, cite law where applicable. The State of California (State), Department of General Services (DGS), Building Standards Commission (BSC) conducts quarterly Commission Meetings in accordance with CA Building Standards Law, Health & Safety Code Division 13 Part 2.5, Section 18901 et seq . and is required to issue building codes in accordance with.....

1. PROJECT SUMMARY

- A. *The insert Contractor's Name (Contractor), will maintain the subscription service by soliciting for new subscribers and fulfilling orders for*
- B. *The Contractor will charge subscribers no more than the rates agreed to in Exhibit B, Attachment 1.*
- C. *The rates specified in Exhibit B, Attachment 1 will stay in effect for the entire contract term.*

2. TERM

- A. *The Term of the contract will be four years?*

3. PROJECT REPRESENTATIVES

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

<i>BSC Contract Administrator</i>
<i>TBE (To Be Entered)</i>

<i>Contractor's Contract Administrator</i>
<i>To Be Determined (TBD)</i>

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

4. PERFORMANCE DETAILS

- A. *Work shall be performed by service technicians regularly employed by the Contractor and trained to work on equipment identified herein.*
- B. *The Contractor will not subcontract the printing or management services. Should any other work need to be subcontracted, the Contractor will identify the name, business address and portion of work to be completed of each subcontractor providing services for this contract.*

C. All performance under the agreement shall be completed on or before the termination date of the agreement.

5. SERVICE DETAILS

A. The Code Books will be delivered to subscribers within 30 working days of receipt of the update by the Contractor from BSC.

B. Code Books will be delivered to subscribers by reliable shipping methods. Any books not received by subscribers will be replaced by the Contractor at no cost to the subscriber.

C. The Contractor will not be regularly scheduled to work on state holidays or on mandated state furlough days. The State holiday schedule may be subject to change; however, the current state holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

D. The State does not guarantee the amount of work or services that may be requested from the Contractor.

6. WORK DETAILS

A. Prior to commencement of work, the Contractor will coordinate the performance of work with the BSC Contract Administrator listed above.

B. The Contractor to supply miscellaneous materials (i.e., grease, lubrications, gloves, etc.) incidental to service, including safety materials needed or required to perform service at no additional charge to the State.

C. The Contractor will ...

1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.
1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.
1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.
1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.

1. The Contractor will send the State a monthly report, which will itemize all stamps processed from the previous month. The report will include small business name, certification number, certification end date, date order received and date order mailed. If no stamps are processed, the Contractor will send a report indicating no stamps were issued. Reports are due by the 15th of the month and must be mailed to:

Contractor will ensure books contain no significant errors and will review BSC submission for obvious typographical errors. Any books printed and delivered to subscribers with significant errors not contained within BSC's submission will be replaced within 6 weeks of the reporting of the error at no cost to the subscriber.

Thanks,

Laura

From: Benny, Katrina@DGS
Sent: Friday, July 10, 2015 10:28 AM
To: Frost, Laura@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: ICC 2013 Code Agreements

Hi Laura,

We will need Leann to input this information into ABMS for us, but you will be working with Kevin Day and me for the “guts” of the contracts.

Do we need to submit the other previous years contracts to you for review Or should we wait until the publishing companies get us the new versions

FYI – we still need to get a couple of tax id numbers for the NCB’s to be completed.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Frost, Laura@DGS
Sent: Friday, July 10, 2015 10:19 AM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS
Subject: RE: ICC 2013 Code Agreements

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To: Frost, Laura@DGS
Cc: Day, Kevin@DGS
Subject: FW: ICC 2013 Code Agreements
[Laura,](#)

[Per our conversation, here are two of the four agreements.](#)

[Please review and let me know how to proceed.](#)

Thanks,

Katrina

Hi Katrina,

I picked these up and walked them over to the person in PD that reviews and approves. Once they approve, we would be able to start working on issuing the contracts.

Let me know if you have additional questions or want to talk about the process.

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

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Manager, CBSC

Phone 916-263-1350

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These are the final drafts that the two ICC executed agreements were based on. Note that they include mark-ups throughout, and that all of the exhibits require updating on our end.

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA
BUILDING STANDARDS COMMISSION 916.263.1330





From: Day, Kevin@DGS
To: ["Benny, Katrina@DGS"](mailto:Benny, Katrina@DGS) Katrina.Benny@dgs.ca.gov
Date: 7/10/2015 11:09:06 AM
Subject: FW: ICC 2013 Code Agreements

Katrina, it sounds like the process Laura described below would involve us using a DGS template to draft the publication agreements, which I understood would normally come from the individual publishers (or maybe it's just for the CRF). At any rate, would it be appropriate for the four of us (you, me, Cynthia, and Leann) to schedule a brief pow-wow to ensure we're all on the same page

Kevin Day
916.263.0355

From: Frost, Laura@DGS
Sent: Friday, July 10, 2015 11:02 AM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,

This could be done with just the CRF form through the CMS inbox so ABMS won't be necessary. We'd accept it through the module, but we'd end up having to cancel the requisition since no funds are involved.

I would appreciate if Leann could help me take the provisions the contractor wants us to agree to (from either the new or previous agreements) and insert them into a State contract template. It would be mostly copy/pasting and formatting, but we'll also need to make sure the description of the work they're agreeing to do is thorough enough to protect the State, so having someone who knows the program would be appreciated. Once we have it, we can use it for future years, so this would be a one time OBAS/BSC endeavor. Here are the links to the forms on our website. Additionally, I've started the SOW with just some thoughts off the top of my head. As you can see, we would need input as to what the contractor does.

(From our website: <http://inside.dgs.ca.gov/ad/obas/ContractsManage/ServicesUnit1250kandoverServicesUnit2S.aspx>)

CRF

http://documents.dgs.ca.gov/AD/obas/cms/Web_20Documents/Services_20Contracts/CRFB21414ver2beta.pdf

GC19130

http://documents.dgs.ca.gov/AD/obas/cms/Web_20Documents/Services_20Contracts/FormOBAS19130.pdf

Mission Critical

Scope of work template:

E HIBIT A
SCOPE OF WORK

Business justification for procurement, cite law where applicable. The State of California (State), Department of General Services (DGS), Building Standards Commission (BSC) conducts quarterly Commission Meetings in accordance with CA Building Standards Law, Health & Safety Code Division 13 Part 2.5, Section 18901 et seq . and is required to issue building codes in accordance with.....

1. PROJECT SUMMARY

- A. *The insert Contractor's Name (Contractor), will maintain the subscription service by soliciting for new subscribers and fulfilling orders for*
- B. *The Contractor will charge subscribers no more than the rates agreed to in Exhibit B, Attachment 1.*
- C. *The rates specified in Exhibit B, Attachment 1 will stay in effect for the entire contract term.*

2. TERM

- A. *The Term of the contract will be four years?*

3. PROJECT REPRESENTATIVES

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

BSC Contract Administrator
TBE (To Be Entered)

Contractor's Contract Administrator
To Be Determined (TBD)

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

4. PERFORMANCE DETAILS

- A. *Work shall be performed by service technicians regularly employed by the Contractor and trained to work on equipment identified herein.*
- B. *The Contractor will not subcontract the printing or management services. Should any other work need to be subcontracted, the Contractor will identify the name, business address and portion of work to be completed of each subcontractor providing services for this contract.*
- C. *All performance under the agreement shall be completed on or before the termination date of the agreement.*

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- B. *Code Books will be delivered to subscribers by reliable shipping methods. Any books not received by subscribers will be replaced by the Contractor at no cost to the subscriber.*
- C. *The Contractor will not be regularly scheduled to work on state holidays or on mandated state furlough days. The State holiday schedule may be subject to change; however, the current state holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.*
- D. *The State does not guarantee the amount of work or services that may be requested from the Contractor.*

6. WORK DETAILS

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- C. *The Contractor will ...*

1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.
1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.
1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.
1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.

1. The Contractor will send the State a monthly report, which will itemize all stamps processed from the previous month. The report will include small business name, certification number, certification end date, date order received and date order mailed. If no stamps are processed, the Contractor will send a report indicating no stamps were issued. Reports are due by the 15th of the month and must be mailed to:
Contractor will ensure books contain no significant errors and will review BSC submission for obvious typographical errors. Any books printed and delivered to subscribers with significant errors not contained within BSC's submission will be replaced within 6 weeks of the reporting of the error at no cost to the subscriber.

Thanks,
Laura

From: Benny, Katrina@DGS
Sent: Friday, July 10, 2015 10:28 AM
To: Frost, Laura@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: ICC 2013 Code Agreements

Hi Laura,

We will need Leann to input this information into ABMS for us, but you will be working with Kevin Day and me for the "guts" of the contracts.

Do we need to submit the other previous years contracts to you for review Or should we wait until the publishing companies get us the new versions

FYI – we still need to get a couple of tax id numbers for the NCB's to be completed.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Frost, Laura@DGS
Sent: Friday, July 10, 2015 10:19 AM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,
I checked with OLS and they do require a complete contract (213 and exhibits) for this zero dollar procurement. Program will need to submit a CRF and scope to OBAS once the NCB is approved. We could start working on this now in confidence the NCB will be approved. Should I be working with Leann on that?

Thanks,
Laura

From: Benny, Katrina@DGS
Sent: Wednesday, July 01, 2015 4:22 PM
To: Frost, Laura@DGS
Cc: Day, Kevin@DGS
Subject: FW: ICC 2013 Code Agreements

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.....

Hi Katrina,
I picked these up and walked them over to the person in PD that reviews and approves. Once they approve, we would be able to start working on issuing the contracts.

Let me know if you have additional questions or want to talk about the process.

Thanks,
Laura Frost
OBAS/Service Contracts
Ph: (916) 375-4989

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Biedermann, Cynthia@DGS
Sent: Tuesday, June 30, 2015 4:34 PM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS
Subject: ICC 2013 Code Agreements

These are the final drafts that the two ICC executed agreements were based on. Note that they include mark-ups throughout, and that all of the exhibits require updating on our end.

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING



ATTACHMENT I

How to Distinguish Between Model Code Language and California Amendments

To distinguish between model code language and the incorporated California amendments, including exclusive California standards, California amendments will appear in italic font print.

[BSC] This is an example of a state agency acronym used to identify an adoption or amendment by the agency. The acronyms will appear at California Amendments and in the Matrix Adoption Tables. Sections 1.2 through 1.14 in Chapter 1, Division 1 of this code, explain the used acronyms, the application of state agency adoptions to building occupancies or building features, the enforcement agency as designated by state law (may be the state adopting agency or local building or fire official), the authority in state law for the state agency to make the adoption, and the specific state law being implemented by the agency's adoption. The following acronyms are used in Title 24 to identify the state adopting agency making an adoption.

Legend of Acronyms of Adopting State Agencies

BSC	California Building Standards Commission (see Section 1.2)
SFM	Office of the State Fire Marshal (see Section 1.11)
HCD 1	Department of Housing and Community Development (see Section 1.8.2.1.1)
HCD 2	Department of Housing and Community Development (see Section 1.8.2.1.3)
HCD 1/AC	Department of Housing and Community Development (see Section 1.8.2.1.2)
DSA-AC	Division of the State Architect-Access Compliance (see Section 1.9.1)
DSA-SS	Division of the State Architect-Structural Safety (see Section 1.9.2)
DSA-SS/CC	Division of the State Architect-Structural Safety/Community Colleges (see Section 1.9.2.2)
OSHPD 1	Office of Statewide Health Planning and Development (see Section 1.10.1)
OSHPD 2	Office of Statewide Health Planning and Development (see Section 1.10.2)
OSHPD 3	Office of Statewide Health Planning and Development (see Section 1.10.3)
OSHPD 4	Office of Statewide Health Planning and Development (see Section 1.10.4)
CSA	Corrections Standards Authority (see Section 1.3)
DPH	Department of Public Health (see Section 1.7)
AGR	Department of Food and Agriculture (see Section 1.6)
CEC	California Energy Commission (see Section 100 in Part 2, the California Energy Code)
CA	Department of Consumer Affairs (see Section 1.6): Board of Barbering and Cosmetology Board of Examiners in Veterinary Medicine Board of Pharmacy Acupuncture Board Bureau of Home Furnishings Structural Pest Control Board
SL	State Library (see Section 1.12)
SLC	State Lands Commission (see Section 1.14)
DWR	Department of Water Resources (see Section 1.12 of Chapter 1 of the California Plumbing Code in Part 2 of Title 24)

The state agencies are available to answer questions about their adoptions. Contact information is provided on page iv of this code. To learn more about the use of this code refer to pages xvii and xviii. Training materials on the application and use of this code are available at the website of the California Building Standards Commission www.bsc.ca.gov.

Symbols in the margins indicate the status of code changes as follows:

|| This symbol indicates that a change has been made to a California amendment.

> This symbol indicates deletion of California amendment language.

||| This symbol indicates that a change has been made to International Code Council model language.

→ This symbol indicates deletion of International Code Council model language.

****DRAFT****
EXHIBIT A
SCOPE OF WORK

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 2016 California Building Standards Code (Title 24, California Code of Regulations). This agreement is made this **[INSERT DATE OF PUBLICATION AGREEMENT EXECUTION]** by and between the ICC and CBSC, each of which is also referred to individually as “Party” and both of which are also referred to collectively as “Parties.”

- 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 necessary annual amendments and errata from time to time 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.

PROJECT REPRESENTATIVES

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

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

<i>Contractor's Contract Administrator</i>
Mark Johnson International Code Council 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.*

SERVICE DETAILS

1. 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 in the manner described in Paragraph 11 below.

- 1.1 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.
- 1.2 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.
- 1.3 Amendments that contain material prepared by the CBSC combined with ICC Licensed Property shall be jointly owned by the CBSC and ICC.
- 1.3 The ownership rights defined in this Paragraph 1 shall survive the termination of this Agreement.
- 1.4 CBSC herein grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the 2016 Code, in any format, including print and electronic, in accordance with the terms of the Agreement.
- 1.5 In the event ICC breaches its obligations provided in Paragraphs 2, 3, 4, 5 or 6, or terminates this Agreement pursuant to Paragraph 10.1, or 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.

2. Technical Services. Immediately after the execution of this Agreement, ICC shall commence the following services:

- 2.1 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.
- 2.2 ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2015 International Building Code, the 2015 International Residential Code and the 2015 International Fire Code, Chapters 1-4, 15, 16 & A1 & A3 of the 2015 International Existing Building Code, 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.

3. Sale of Code. ICC agrees to furnish the 2016 Code in loose-leaf format on the following basis:

- 3.1 ICC shall make the 2016 Code described in Paragraph 2.1 hereof 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 in accordance with the provisions of Paragraph 5.
- 3.2 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 in accordance with the provisions of Paragraph 5 hereof.
- 3.3 ICC shall provide to CBSC the electronic files of the 2016 Code 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 CD with additional features, such as Boolean

search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.

- 3.4 ICC has the right to 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 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..
- 3.5 ICC reserves the right to sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

4. 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.

4.1 ICC shall deliver up to 22 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 22 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.

4.2 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 CBSC (Attachment D):

- Attorney General, Department of Justice
- Division of the State Architect, Department of General Services
- Division of Codes and Standards, Department of Housing and Community Development
- Facilities Development Division, Office of Statewide Health Planning and Development
- Office of the State Fire Marshal, Department of Forestry and Fire Protection
- Energy Efficiency and Demand Analysis Division, California Energy Commission
- Division of Drinking Water and Environmental Management, Department of Public Health
- Board of Barbering and Cosmetology, Department of Consumer Affairs
- Acupuncture Board of California, Department of Consumer Affairs
- Board of Pharmacy, Department of Consumer Affairs
- Veterinary Medical Board, Department of Consumer Affairs

- Structural Pest Control Board, Department of Consumer Affairs
- Facilities Planning and Finance Branch, Department of Corrections
- Corrections Standards Authority
- Office of Library Construction, California State Library
- Office of Administrative Law
- State and Consumer Services Agency

CBSC shall specify, in writing to ICC, the quantity to be delivered to each agency by June 10, 2016. ICC shall provide replacement copies upon written request in the case of apparent delivery failure.

5. 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: 'Supplement (*page color: blue*)', 'Errata (*page color: buff*)'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016Code.

6. 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.

7. Reservations.

- 7.1 ICC reserves all rights in the Licensed Property which have not been expressly granted to CBSC hereunder. CBSC shall not approve, or provide a license to, any third party to reproduce, sell and/or distribute the Licensed Property or the 2016 Code, and CBSC shall not itself reproduce, sell, and/or distribute the Licensed Property or the 2016 Code.
- 7.2 Any action which may be brought to obtain damages or to enjoin any third party from infringement of any copyright or proprietary right of ICC with respect to the Licensed Property shall be brought exclusively by ICC, in its sole discretion and at its sole cost and expense, using counsel of its own choosing. All damages or other relief or remedies resulting therefrom shall be owned solely by ICC.

8. Representations or Warranties of ICC. ICC represents and warrants that it has the necessary rights to enter into this Agreement and to grant the rights granted to CBSC hereunder. ICC further warrants that it is the sole owner of the copyrights in the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC and shall provide to CBSC with evidence of said ownership. ICC makes no representation, warranty or assurance to CBSC with respect to the income, profits, cash flow, or expenses which may result from use of the Licensed Property.

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

10. Term and Termination.

- 10.1 This Agreement shall be effective on the date of execution as first written above and shall continue thereafter unless terminated by either Party giving a thirty (30) day written notice of termination to the other Party or until one hundred and eighty (180) days after the publication of the next edition of the SBC, whichever occurs first. The term of this Agreement may be extended by Amendment to this Agreement. This Agreement may be terminated at any time in the event of default by one Party by the non-defaulting Party giving written notice of default to the defaulting Party, and the failure of the defaulting party to cure the default within thirty (30) days of receipt of the written notice of default.
- 10.2 Upon termination of this Agreement, all rights granted to CBSC and ICC pursuant to this Agreement as to the 2016 Code shall terminate and the Parties shall discontinue further printing, publication, sales and distribution of the 2016 Code, except ICC shall be entitled to sell its then existing inventory of the 2016 Code and continue servicing current subscription customers.
- 10.3 Following the termination of this Agreement, CBSC shall retain its copyright interest in those portions of the 2016 Code which were authored by CBSC and ICC shall retain its copyright interests in the Licensed Property.

11. Copyright Notices and Registrations. All reproductions and or publications of the 2016 Code shall include the following notice: (and CBSC copyright language)

“ALL RIGHTS RESERVED. This **[Fill in Title]** contains substantial copyrighted material from the **[Fill in Title]**, which is a copyrighted work owned by the International Code Council, Inc. Without advance written permission from the copyright owner, no part of this book may be reproduced, distributed or transmitted in any form or by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, or recording by or in an information storage retrieval system). For information on permission to copy material exceeding fair use, please contact: Publications. 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-ICC-SAFE (422-7233).

Trademarks: “International Code Council” the “International Code Council” logo and the “[Fill in Title]” are trademarks of the International Code Council, Inc.

- 11.1 With respect to all reproductions and/or publications of the 2016 Code after the effective date of this Agreement, CBSC shall include copyright notices in the forms of those described in Attachment F hereto so as to reflect ICC’s ownership thereof and to protect ICC’s interests therein.

12. Acknowledgements. The title page and the binder cover of all publications of the 2016 Code shall bear the trademark of ICC.

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

ICC: International Code Council
5360 Workman Mill Road
Whittier, CA 90601-2298
Attention: Mark Johnson
Fax No.: (562) 699-9721

CBSC: California Building Standards Commission
2525 Natomas Park Drive - Suite 130
Sacramento, California 95833-2936
Attention: Jim McGowan, Executive Director
Fax No.: (916) 263-0959

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

14. Relationship of Parties. The relationship of ICC to CBSC hereunder shall be that of an independent contractor and CBSC shall have no right to supervise ICC, its officers, or employees in their performance hereunder. CBSC shall look to ICC for performance in conformity with the scope of this Agreement. However, ICC shall coordinate with CBSC Executive Director as to the services to be rendered hereunder.

15. Assignment. Neither party may assign any right granted or obligation assumed hereunder hereof without the prior written consent of the other Party. Any other such attempted transfer without prior written consent shall be null, void and of no force or effect and shall constitute a breach of this Agreement.

16. 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.

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

18. Indemnity.

- 18.1 ICC shall indemnify and hold harmless CBSC and its officers, directors, shareholders, employees, agents, affiliates, attorneys and their respective successors and assigns from and against any and all losses, claims, liabilities, obligations, judgments, settlements, damages, costs and expenses, including, without limitation, all attorney's fees and expenses and all court costs (whether or not suit is filed) relating to, resulting from, or in any way arising out of any litigation and/or claim brought by a third party alleging that the use of the Licensed Property constitutes an infringement of any copyright or other proprietary right of any third party.
- 18.2 Except as provided in the paragraph 18.1, ICC shall not be liable for any claims, losses, injuries, or damages arising from or related to the 2016 Code. Without limiting the foregoing, in no event shall ICC be liable for any claims in any way relating to (a) alleged deficiencies or inadequacies in the content of, or (b) enforcement (or lack thereof) of, any code adopted by the State of California or by any agency, department, instrumentality or political subdivision thereof.
- 18.3 At the request of CBSC, ICC shall, at ICC's own cost and expense, defend CBSC in connection with the matters for which ICC is obligated to indemnify and hold CBSC harmless in accordance with Paragraph 18.1 hereof, provided that CBSC promptly tenders the defense to ICC and cooperates with ICC in the defense thereof.
- 18.4 The indemnity provisions of Paragraph 18.1 hereof do not apply to any action for a breach of this Agreement by CBSC.

19. Waivers and Certain Claims.

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

20. Compliance with Laws. CBSC shall use the Licensed Property in strict compliance with all applicable federal, state, county and municipal laws, ordinances, statutes, rules and regulations.

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

22. Entire Agreement. This Agreement constitutes, and is intended to constitute, the complete and entire agreement between the Parties with respect to the subject matter hereof and expressly supersedes any and all prior oral or written negotiations or agreements between the Parties hereto

with respect to the subject matter hereof. In the event that a conflict exists between the terms of this Agreement and the terms of any other agreement between the Parties, the terms of this Agreement shall govern and control.

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

24. Continuing Obligations. Any rights and obligations under this Agreement that by their nature extend beyond the term of this Agreement, including but not limited to the obligation to maintain confidentiality of proprietary information, shall survive any expiration or termination of this Agreement. Nothing contained in this Agreement, however, shall (i) prevent CBSC from approving, codifying, adopting, publishing, marketing, selling, or distributing any code(s) other than ICC copyrighted codes and/or the 2016 Code to supersede or replace the SBC, (ii) apply to any code(s) other than ICC copyrighted codes and/or the 2016 Code, approved and codified by CBSC to supersede or replace the SBC, or (iii) require that CBSC obtain ICC's approval to approve, codify, adopt, publish, market, sell, or distribute any code(s), other than ICC copyrighted codes and/or the 2016 Code, to supersede or replace the SBC; provided that nothing in this paragraph shall constitute a waiver of ICC's rights of copyright, which are expressly reserved. Provided, further, that CBSC may use any of the ICC copyrighted codes and/or the 2016 Code for the purposes set forth in this Paragraph 24 pursuant to future contracts or agreements between the Parties. Nothing contained in this paragraph shall constitute a waiver of rights by either Party.

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

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

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

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

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

30. Third party Beneficiaries. No person or legal entity not a party to this Agreement is intended to benefit by any of its provisions.

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

32. Attachments. Attachments A through I attached hereto are, by this reference, made a part of this Agreement as if herein written.

33. Amendments. The within Agreement may be amended in writing only and such an amendment must be fully executed by both Parties hereto before they become effective. Oral agreements are herein declared to be not valid and not enforceable.

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

INTERNATIONAL CODE COUNCIL

By:
Mark Johnson, Executive Vice President & Director of Business Development

CALIFORNIA BUILDING STANDARDS COMMISSION

By:
vacant, Executive Director

ATTACHMENT A
General Terms – Page 1 of 4

- A.1 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 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.
- A.2 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. In the event ICC 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.
- A.3 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.
- A.4 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.
- A.5 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.

- A.6 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.
- A.7 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 from CBSC as set forth in paragraphs A.2 through A.4 above, ICC shall ensure that the 2016 SBC 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.

General Terms – Page 2 of 4

A.8 TIME IS OF THE ESSENCE

- Because the 2016 Code may have significant effects on the safety of State 's built environment and its citizens, time is of the essence in performing the herein duties.
- 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.
- The CBSC and the ICC shall commit staff and resources to expedite their diligent work and cooperate toward the within Publication schedules and goals.
- 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.
- 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.

A.9 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:

A.9.1 Code

- 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.
- The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
- 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.

General Terms – Page 3 of 4

- 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.
- 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.
- ICC and CBSC will work out a schedule for completion of the manuscript to ensure publication and its availability on or before July 1, 2016.
- Index will remain as it appears in the 2015 Licensed Property with California amendments as necessary.
- Italics shall not be used to identify defined terms.
- The front of each volume shall contain the pages as per Attachments E, F, G, H and I.
- California language will be in italics or other form as specified by codification.
- All chapters will begin on a right hand page.
- Running heads will read "2016 California Building Code" etc.
- State-agency acronyms will be used throughout the 2016 Code.
- ICC will submit binder specifications for approval by CBSC.
- 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.
- 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.
- A card may be placed in the 2016 Code advertising other ICC publications.
- A.9.2 Supplements and Errata

- Supplements to the 2016 code shall be printed on 20 lb. light blue paper and be individually shrink-wrapped.
- Supplements shall be printed to insert by page substitution and contain a publication and effective date on the bottom of each page.
- Regular supplements shall be published not less than once a year.
- Emergency supplements shall be published on an "as needed basis."

General Terms – Page 4 of 4

- Errata sheets shall be published on an "as needed basis" and shall be printed to insert by page substitution, be printed on 20 lb. buff colored paper and be individually shrink-wrapped.
- The number of the supplements shall be the number of the page where the section and paragraph resides followed by .1, .2, .3 etc.

A.10 DISTRIBUTION

- ICC shall establish a distribution method in consultation with the CBSC.
- ICC shall distribute a minimum of 200 complimentary copies of the 2016 Code as per the Agreement Attachments B, C and D as per Paragraph 7, 7.1, and 7.2 of the Agreement.
- ICC may wholesale the 2016 Code to other resellers in California.
- Within 30 days after the end of each calendar quarter, ICC will provide the CBSC with a report of the number of copies of the 2016 Code sold and the number shipped wholesale during that quarter, and the number of subscription postcards returned to ICC for that quarter and cumulative totals for the term of this within Agreement.
- 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.

ATTACHMENT B

Depository Libraries – Page 1 of 1

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, 95814

California State Archives to receive two copies

California State Library, Government Publications Section, Library and Courts Building, 914 Capitol Mall, Sacramento, 95814-4802 (IMS: 914 Capitol Mall, E-29) **California State**

Library to receive three copies

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

California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, 90840-1901

Council of State Governments, Iron Works Pike, Lexington, Kentucky, 40505

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

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

of Congress to receive two copies.

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

San Diego Public Library, Science and Industry Department, 820 E St., San Diego, 92101-6478

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

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

Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004

University of California, Berkeley, Government Document Technical Services, Library, Acq Dept. Rec/Docs, 250 Moffit Library, Berkeley, 94720-6000

University of California, Davis, Shields Library, Government Information and Maps Department, Davis, 95616-5224

University of California, Los Angeles, Reference and Instructional Services Department, Young Research Library, A4510, P.O. Box 951575, Los Angeles, 90095-1575

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

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

ATTACHMENT C

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Printing. 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, 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, 94607-4912
- Alameda Free Library, Reference Dept., 2200 A Central Ave., Alameda, 94501
- Alhambra Public Library, 410 West Main Street, Alhambra, 91801-3432
- Anaheim Public Library, Documents Section, 500 West Broadway, Anaheim, 92805
- Auburn-Placer County Library, 350 Nevada Street, Auburn, 95603
- Berkeley Public Library, 2090 Kittredge Street, Berkeley, 94704
- Butte County Library, 1820 Mitchell Avenue, Oroville, 95966-5387
- California Institute of Technology, Documents Library (1 -32), Pasadena, 91125
- California Polytechnic State University, Robert Kennedy Library, Government Documents Section, San Luis Obispo, 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, 3801 W. Temple Ave., Pomona, 91768
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, 92834-4150
- California State University, Hayward, Library-Acquisition/Documents Dept., Hayward, 94542
- California State University, Los Angeles, John F. Kennedy Memorial Library, Government Information Services, 5151 State University Dr., Los Angeles, 90032-8300
- California State University, Northridge, Oviatt Library, 18111 Nordhoff St., Northridge, 91330-8327
- California State University, Sacramento, Library-Documents, 2006 State University Dr., East, Sacramento, 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, 92407
- California State University San Marcos, Library Services, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, 92096-0001
- California State University, Stanislaus, Library, Document Dept., 801 West Monte Vista Ave., Turlock, 95382
- California State University, Board of Trustees, Office of Governmental Affairs, 915 L Street, Suite 1160, Sacramento, 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, 9410
- Law** California Western School of Law Library, 225 Cedar St., San Diego, 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, 91910
- Law** Continuing Education of the Bar, Library, 2300 Shattuck Ave., Berkeley, 94704 -1576
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, 94523-4497
- Corona Public Library, 650 S. Main St., Corona, 91720-3417

- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, 90013
El Centro Public Library, 539 State Street, El Centro, 92243
El Dorado County Library, 345 Fair Lane, Placerville, 95667
Escondido Public Library, 239 South Kalmia, Escondido, 92025
Humboldt County Library, 1313 Third Street, Eureka, 95501-0533
Fremont Main Library, 2400 Stevenson Blvd., Fremont, 94538-2326
Fullerton Public Library, 353 West Commonwealth Avenue, Fullerton, 92632
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue,
Garden Grove, 92840
Glendale Public Library, 222 East Harvard Street, Glendale, 91205-1075
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, 94102
Hayward Public Library, 835 "C" St., Hayward, 94541
Honnold/Mudd Library, Government Publications Dept., Claremont Colleges,
800 N. Dartmouth Ave., Claremont, 91711-3907
Humboldt State University, Library-Documents Department, Arcata, 95521
Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, 90301-1771
John F. Kennedy Library, Solano County Library System, Depository Program,
505 Santa Clara Street, Vallejo, 94590
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, 93301
Kern County Library, 701 Truxtun Avenue, Bakersfield, 93301-4517
Long Beach Public Library, 101 Pacific Avenue, Long Beach, 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, 90012-3100
County of Los Angeles Public Library, Angelo M. Iacoboni Library, 4990 Clark Ave., Lakewood,
90712
County of Los Angeles Public Library, Carson Regional Library, 151 East Carson Street,
Carson, 90745-2703
County of Los Angeles Public Library, Culver City Library, 4975 Overland Avenue,
Culver City, 90230
Los Angeles County Public Library, Lancaster Library, 601 W. Lancaster Blvd.,
Lancaster, 93534

Selective Depository Libraries – Page 2 of 4

- County of Los Angeles Public Library, Montebello Library, 1550 West Beverly Boulevard,
Montebello, 90640
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway,
Norwalk, 90650
County of Los Angeles Public Library, Rosemead Library, 8800 Valley Boulevard,
Rosemead, 91770
County of Los Angeles Public Library, Valencia Library, 23743 West Valencia Boulevard, Valencia,
9135
Los Angeles County Public Library, West Covina Library, 1601 West Covina Parkway,
West Covina, 91790
- Law** Loyola Law School, William M. Raines Library, Special Collections, 1440 W. Ninth St.,
Los Angeles, 90015

- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, 95817
Mills College Library, 5000 MacArthur Blvd., Oakland, 94613-1301
Monterey County Library, 26 Central Avenue, Salinas, 93901
Napa City-County Library, 580 Coombs Street, Napa, 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, 94612
Oceanside Public Library, 330 North Coast Highway, Oceanside, 92054
Ontario City Library, Government Documents Section, 215 East C Street, Ontario, 91764-4198
- Law** Orange County Law Library, 515 N. Flower, Santa Ana, 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, 91101-1556
Plumas County Library, 445 Jackson Street, Quincy, 95971
Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, 94063-1868
Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza,
Richmond, 94804
Riverside Public Library, 3581 Mission Inn Avenue, Riverside, 92501
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, 92501-4203
- Law** Sacramento County Public Law Library, 813 Sixth St., Room No. 1, Sacramento, 95814-2403
Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, 95814-2508
- Law** San Bernardino County Law Library, P.O. Box 213, San Bernardino, 92402-0213
San Bernardino County Library, Government Documents, 104 West Fourth Street,
San Bernardino, 92415-0035
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, 92101-3999
San Diego County Library, Vista Branch Library, Documents Librarian, 700 Eucalyptus Ave., Vista,
92084-6245

Selective Depository Libraries – Page 3 of 4

- San Francisco State University, Government Publications Dept., 1630 Holloway Avenue,
San Francisco 94132-4030
- Law** San Joaquin County Law Library, Room 300, Court House, 222 E. Weber Ave.,
Stockton, 95202-2787
San Jose Public Library, Dr. Martin Luther King, Jr., Main Library, Reference Dept.,
180 West San Carlos Street, San Jose, 95113
San Jose State University, Clark Library-Government Publications, One Washington Square,
San Jose, 95192-0028
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, 94402-1592
Santa Ana Public Library, Reference Section, 26 Civic Center Plaza, Santa Ana, 92701
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor,
Santa Barbara, 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, 95113-100

Santa Clara University, Michel Orradre Library, Documents Department, 500 El Camino Real,
Santa Clara, 95053-0500

- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, 95060
Santa Maria Public Library, Reference Dept., 420 South Broadway, Santa Maria, 93454
Santa Monica Public Library, 1343 - 6th St., Santa Monica, 90401
Shasta County Library, 1855 Shasta Street, Redding 96001
- Law** Sonoma County Law Library, Hall of Justice, 600 Administration Dr., Room 213 J,
Santa Rosa, 95403
Sonoma County Library, Third and E Streets, Santa Rosa, 95404
Sonoma State University, Library-Documents Dept., 1801 East Cotati Ave., Rohnert Park, 94928
- Law** Southwestern University School of Law Library, Government Documents,
675 South Westmoreland Ave., Los Angeles, 90005-3992
- Law** Stanford University, Law Library, Stanford, 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, 95202
Thousand Oaks Library, Attn. Serials, 2331 Borchard Rd., Newbury Park, 91320
Torrance Public Library, 3301 Torrance Boulevard, Torrance, 90503
Tulare County Free Library, Documents Section, 200 West Oak, Visalia, 93291
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, 94720-7210
- Law** University of California, Law Library, Documents Dept., 400 Mrak Hall Drive,
Davis, 95616-5203

Selective Depository Libraries – Page 4 of 4

- University of California, Irvine Libraries, Government Information Department, P.O. Box 19557,
California Government Document Librarian, Irvine, 92623-9557
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave.,
Los Angeles, 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900,
Riverside, 92517-5900
University of California, Santa Cruz, University Library, Government Publications,
1156 High Street, Santa Cruz, 95064
- Law** University of La Verne College of Law Library, 1950 Third St., La Verne, 91750-4401
- Law** University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St.,
San Francisco, 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, 90089-0072
Government Documents Dept., University of Southern California, Doheny Memorial Library, Los
Angeles, 90089-0182
University of the Pacific Library, 3601 Pacific Avenue, Stockton, 95211-0197
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, 92626
Whittier College, The Wardman Library, 7031 Founders Hill Road, Whittier, 90608
Whittier Public Library, 7344 Washington Avenue, Whittier, 90602-1778

ATTACHMENT D
State Agencies – Page 1 of 2

Quantity Agency

- 2 Office of the Attorney General
Kamala D. Harris, 1300 I Street - #1730, Sacramento, CA 95814
- 2 California Energy Commission
Mr. Bill Pennington, 1516 9th Street, Sacramento, CA 95814
- 2 Corrections Standards Authority
1515 S Street, Sacramento, CA 95814 Alison Ganter, 323-8617
- 1 California State Library, Office of Library Construction
Gerry Maginnity, Bureau Chief 653-7183
- 3 Department of Consumer Affairs
1625 North Market Blvd., Sacramento, CA 95834
- 1 Department of Consumer Affairs, Acupuncture Board of California
Janelle Wedge, Executive officer 515-5200
- 1 Department of Consumer Affairs, Architecture Board
2420 Del Paso Road, Suite 105 Sacramento, CA 95834
- 1 Department of Consumer Affairs, Board of Barbering and Cosmetology
Kevin Flanagan, 575-7104
- 1 Department of Consumer Affairs, Board of Pharmacy
Virginia Herold, Executive officer 574-7900
- 1 Department of Consumer Affairs, Bureau of Electronic Appliance
JoAnn Mikami, Acting Chief 999-2041 (press 3)
- 1 Department of Consumer Affairs, Veterinary Medical Board
Susan Geranen, Executive Officer, 263-2610
- 1 Department of Corrections, Facilities Planning and Finance Branch
- 1 Department of Food and Agriculture, Meat, Poultry, Egg
Dr. Douglas Hepper, Chief, 900-5059, douglas.hepper@cdfa.ca.gov

- 1 Department of Food and Agriculture, Milk and Dairy Foods
Dr. Stephen Beam, Chief, 900-5008, stephen.beam@cdfa.ca.gov
State Agencies – Page 1 of 2
- 6 Department of Housing and Community Development
Mr. Richard Weinert, 2020 West El Camino Avenue, Sacramento, CA 95833
- 2 Department of Public Health, REHS Chief, Environmental Management Branch
P.O. Box 997377, MS-7405, Sacramento, CA 95899-7377
Eric Trevena 449-5667
- 2 Department of Water Resources
Brian Walker 574-1451 walkerb@water.ca.gov
- 6 Division of the State Architect
1130 K Street – #101, Sacramento, CA 95814
- 1 Office of Administrative Law
300 Capitol Mall - Suite 1250, Sacramento, CA 95814-4602
- 6 Office of Statewide Health Planning and Development, Facilities Development Division
400 R Street, Suite 200, Sacramento, CA 95814
- 6 Office of the State Fire Marshal Regulations Manager, CDFFP,
1131 S Street, Sacramento, CA 95814
- 1 State and Consumer Services Agency
915 Capitol Mall - Suite 200, Sacramento, CA 95814
- 3 Structural Pest Control Board
Ronni O’Flaherty, Regulations Analyst 561-8700

ATTACHMENT E

ICC Trademark/Title Page/Binder – Page 1 of 1

[COVER ART]

ATTACHMENT F **Copyright Notice – Page 1 of 1**

2016 California Building Code
California Code of Regulations, Title 24, Volume 1 of Part 2
First Printing: 2016

ISBN ###
Copyright 2016

Held by
California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833-2936

Published by
International Code Council
500 New Jersey Avenue, NW, 6th Floor
Washington, D.C. 20001
1-888-422-7233

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ATTACHMENT G

Preface – Page 1 of 1

Preface

This document is Part 2 of the official triennial compilation and publication of the adoptions, amendments and repeal of administrative regulations to *California Code of Regulations, Title 24*, also referred to as the *California Building Standards Code*. This Part is known as the *California Building Code* and incorporates, by adoption, the 2015 edition of the *International Building Code* of the *International Code Council* with the California amendments.

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

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

To familiarize you with the format of this code, it is suggested that users review the following contents:

- How To Distinguish Model Code Language From California Amendments
- Matrix Adoption Tables

Should you find publication (e.g., typographical) errors or inconsistencies in this code or wish to offer comments toward improving its format, please address your comments to:

California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833-2936

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

Web Page: www.bsc.ca.gov

Acknowledgement

The 2016 California Building Standards Code (Code) was developed through the outstanding collaborative efforts of the Department of Housing and Community Development, the Division of State Architect, the Office of the State Fire Marshal, the Office of Statewide Health Planning and Development, the California Energy Commission, the California Department of Public Health, and the California Building Standards Commission (Commission).

This collaborative effort included the assistance of the Commission’s Code Advisory Committees and many other volunteers who worked tirelessly to assist the Commission in the production of this Code.

Governor Edmund G. Brown Jr.

Members of the Building Standards Commission

Secretary Marybel Batjer – Chair
Steven Winkel – Vice-Chair

James Barthman

Larry Booth	Raj Patel
Elley Klausbruckner	Cheryl Roberts
David Malcolm Carson	Pedro Santillan
Erick Mikiten	Kent Sasaki

vacant – Executive Director
Michael L. Nearman – Deputy Executive Director

For questions on California state agency amendments; please refer to the contact list on the following page

ATTACHMENT H
California Code of Regulations, Title 24
California Agency Information Contact List

California Energy Commission

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

California State Lands Commission

Marine Oil Terminals (562) 499-6312

California State Library

Construction Standards (916) 653-7183

Corrections Standards Authority

Local Adult Jail Standards (916) 445-5073
Local Juvenile Facility Standards (916) 445-5073

Department of Consumer Affairs – Acupuncture Board

Office Standards (916) 515-5200

Department of Consumer Affairs – Board of Pharmacy

Pharmacy Standards (916) 574-7900

Department of Consumer Affairs – Bureau of Barbering And Cosmetology

Barber and Beauty Shop and
College Standards (800) 952-5210

Department of Consumer Affairs –

Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation

Insulation Testing Standards (916) 999-2041

Department of Consumer Affairs – Structural Pest Control Board

Structural Standards (800) 737-8188
(916) 561-8708

Department of Consumer Affairs – Veterinary Medical Board

Veterinary Hospital Standards (916) 263-2610

Department of Food and Agriculture

Meat & Poultry Packing Plant &
Dairy Standards(916) 900-5002

Department of Public Health

Organized Camps Standards (916) 449-5673
Public Swimming Pools Standards (916) 449-5675

Department of Housing and Community Development

Residential – Hotels, Motels, Apartments,
Single-Family Dwellings (916) 445-9471
Permanent Structures in Mobile Home
and Special Occupancy Parks (916) 445-9471
Factory-Built Housing, Manufactured
Housing and Commercial Modular (916) 445-3338
Mobile Homes – Permits & Inspections
Northern Region (916) 255-2501
Southern Region (951) 782-4420
Employee Housing Standards (916) 445-9471

Department of Water Resources

Gray Water Information (916) 651-9676

Division of the State Architect – Access Compliance

Access Compliance Standards (916) 445-8100

Division of the State Architect – Structural Safety

Public Schools Standards (916) 445-8100
Essential Services Building Standards (916) 445-8100
Community College Standards ... (916) 445-8100

Division of the State Architect - State Historical Building Safety Board

Alternative Building Standards (916) 445-8100

Office of Statewide Health Planning and Development

Hospital Standards (916) 440-8356
Skilled Nursing Facility Standards (916) 440-8356
Clinic Standards (916) 440-8356 Permits (916) 440-8356

Office of The State Fire Marshal

Code Development and Analysis (916) 445-8200
Fire Safety Standards (916) 445-8200
Fireplace Standards (916) 445-8200
Day Care Centers Standards (916) 445-8200
Exit Standard(916)

DON'T FORGET LAST PAGE FROM ORIGINAL CONTRACT!!! (would not copy and paste)

From: [Day, Kevin@DGS](mailto:Day_Kevin@DGS)
To: ["Frost, Laura@DGS"](mailto:Frost_Laura@DGS) Laura.Frost@dgs.ca.gov
Date: 10/7/2015 3:30:58 PM
Subject: ICC 2013 Code Agreements
Attachments: [Attachment I.pdf](#)
[ICC 2016 CODE 2, 2.5, 9 & 10 SoW - DRAFT.docx](#)

Hi Laura,

Apologies for the delay in response. Attached to this email is a draft Statement of Work for the first of four publication agreements we will be sending to you (the PDF is a scan of Attachment I, which we cannot duplicate in Word). Would it be possible for you to review this draft agreement to make sure it meets OBAS criteria and provide appropriate feedback. That way we can update the draft agreement accordingly, as well as the other three agreements, and formally submit them with the Contract Request Form, G.C. 19130 justification, and Mission Critical statement.

Once again, we appreciate your guidance with this.

Sincerely,

Kevin Day

Staff Services Manager I (Specialist)
California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959



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From: Frost, Laura@DGS
Sent: Friday, July 10, 2015 11:02 AM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,

This could be done with just the CRF form through the CMS inbox so ABMS won't be necessary. We'd accept it through the module, but we'd end up having to cancel the requisition since no funds are involved.

I would appreciate if Leann could help me take the provisions the contractor wants us to agree to (from either the new or previous agreements) and insert them into a State contract template. It would be mostly copy/pasting and formatting, but we'll also need to make sure the description of the work they're agreeing to do is thorough enough to protect the State, so having someone who knows the program would be appreciated. Once we have it, we can use it for future years, so this would be a one time OBAS/BSC endeavor. Here are the links to the forms on our website. Additionally, I've started the SOW with just some thoughts off the top of my head. As you can see, we would need input as to what the contractor does.

(From our website: <http://inside.dgs.ca.gov/ad/obas/ContractsManage/ServicesUnit1250kandoverServicesUnit2S.aspx>)

CRF

http://documents.dgs.ca.gov/AD/obas/cms/Web_20Documents/Services_20Contracts/CRFB21414ver2beta.pdf

GC19130

http://documents.dgs.ca.gov/AD/obas/cms/Web_20Documents/Services_20Contracts/FormOBAS19130.pdf

Mission Critical

http://documents.dgs.ca.gov/AD/obas/cms/Web_20Documents/Services_20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc

Scope of work template:

E HIBIT A

SCOPE OF WORK

Business justification for procurement, cite law where applicable. The State of California (State), Department of General Services (DGS), Building Standards Commission (BSC) conducts quarterly Commission Meetings in accordance with CA Building Standards Law, Health & Safety Code Division13 Part 2.5, Section 18901 et seq . and is required to issue building codes in accordance with.....

1. PROJECT SUMMARY

A. The *insert Contractor's Name (Contractor)*, will maintain the subscription service by soliciting for new subscribers and fulfilling orders for

B. The Contractor will charge subscribers no more than the rates agreed to in Exhibit B, Attachment 1.

C. The rates specified in Exhibit B, Attachment 1 will stay in effect for the entire contract term.

2. TERM

A. The Term of the contract will be four years?

3. PROJECT REPRESENTATIVES

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

BSC Contract Administrator
TBE (To Be Entered)

Contractor's Contract Administrator
To Be Determined (TBD)

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

4. PERFORMANCE DETAILS

A. Work shall be performed by service technicians regularly employed by the Contractor and trained to work on equipment identified herein.

B. The Contractor will not subcontract the printing or management services. Should any other work need to be subcontracted, the Contractor will identify the name, business address and portion of work to be completed of each subcontractor providing services for this contract.

C. All performance under the agreement shall be completed on or before the termination date of the agreement.

5. SERVICE DETAILS

A. The Code Books will be delivered to subscribers within 30 working days of receipt of the update by the Contractor from BSC.

- B. Code Books will be delivered to subscribers by reliable shipping methods. Any books not received by subscribers will be replaced by the Contractor at no cost to the subscriber.*
- C. The Contractor will not be regularly scheduled to work on state holidays or on mandated state furlough days. The State holiday schedule may be subject to change; however, the current state holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.*
- D. The State does not guarantee the amount of work or services that may be requested from the Contractor.*

6. WORK DETAILS

- A. Prior to commencement of work, the Contractor will coordinate the performance of work with the BSC Contract Administrator listed above.*
 - B. The Contractor to supply miscellaneous materials (i.e., grease, lubrications, gloves, etc.) incidental to service, including safety materials needed or required to perform service at no additional charge to the State.*
 - C. The Contractor will ...*
-
- 1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.
 - 1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.
 - 1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.
 - 1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.

 - 1. The Contractor will send the State a monthly report, which will itemize all stamps processed from the previous month. The report will include small business name, certification number, certification end date, date order received and date order mailed. If no stamps are processed, the Contractor will send a report indicating no stamps were issued. Reports are due by the 15th of the month and must be mailed to:

Contractor will ensure books contain no significant errors and will review BSC submission for obvious typographical errors. Any books printed and delivered to subscribers with significant errors not contained within BSC's submission will be replaced within 6 weeks of the reporting of the error at no cost to the subscriber.

Thanks,
Laura

From: Benny, Katrina@DGS
Sent: Friday, July 10, 2015 10:28 AM
To: Frost, Laura@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: ICC 2013 Code Agreements
Hi Laura,

We will need Leann to input this information into ABMS for us, but you will be working with Kevin Day and me for the “guts” of the contracts.

Do we need to submit the other previous years contracts to you for review Or should we wait until the publishing companies get us the new versions

FYI – we still need to get a couple of tax id numbers for the NCB's to be completed.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Frost, Laura@DGS
Sent: Friday, July 10, 2015 10:19 AM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,

I checked with OLS and they do require a complete contract (213 and exhibits) for this zero dollar procurement. Program will need to submit a CRF and scope to OBAS once the NCB is approved. We could start working on this now in confidence the NCB will be approved. Should I be working with Leann on that?

Thanks,
Laura

From: Benny, Katrina@DGS
Sent: Wednesday, July 01, 2015 4:22 PM
To: Frost, Laura@DGS
Cc: Day, Kevin@DGS
Subject: FW: ICC 2013 Code Agreements

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Hi Katrina,
I picked these up and walked them over to the person in PD that reviews and approves. Once they approve, we would be able to start working on issuing the contracts.
Let me know if you have additional questions or want to talk about the process.

Thanks,
Laura Frost
OBAS/Service Contracts
Ph: (916) 375-4989

Katrina Benny
Manager, CBSC
Phone 916-263-1350

From: Biedermann, Cynthia@DGS
Sent: Tuesday, June 30, 2015 4:34 PM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS
Subject: ICC 2013 Code Agreements

These are the final drafts that the two ICC executed agreements were based on. Note that they include mark-ups throughout, and that all of the exhibits require updating on our end.

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING



From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Day, Kevin@DGS"](mailto:Day, Kevin@DGS) Kevin.Day@dgs.ca.gov
Date: 10/23/2015 2:53:31 PM
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: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Day, Kevin@DGS"](mailto:Day, Kevin@DGS) Kevin.Day@dgs.ca.gov
Date: 12/9/2015 9:13:29 AM
Subject: RE: ICC Code Publication and Exhibits

Good morning Kevin,

I have looked through my documents and don't see where I kept one with the "track changes" function turned on. I apologize but I will be happy to make the same adjustments to all three documents when we get to that point.

We have meetings from 9:00am – 3:30pm on Thursday. Laura Frost will be attending our meeting and Friday afternoon is open for both Laura and I. My workday is 7:00am – 3:30pm so perhaps a 2:00pm meeting on Friday

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: Tuesday, December 08, 2015 9:53 AM
To: Betts, Bruce@DGS
Cc: Benny, Katrina@DGS; de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
Subject: RE: ICC Code Publication and Exhibits

Hi Bruce,

Thanks again for summarizing the major recommended changes in the SoW below. Could you please send us a copy of your revised draft contract with track changes (or in some format indicating the major and formatting edits) This will help us to make similar changes in the other three contracts once we get to that point.

Also, we were hoping to discuss your recommended changes to the contract listed below. Would you be available for a 45 minute meeting here at BSC this Thursday at 3:30 PM

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: Wednesday, December 02, 2015 11:12 AM
To: Day, Kevin@DGS
Subject: ICC Code Publication and Exhibits

Good morning Kevin,

I have attached a draft of the SOW and Exhibits for your review. Most of the changes I made are format changes to get the package within the standardized format we use. Here is a summary of the more significant changes I am recommending:

- **Contract Length:** I adjusted the term to two years. A longer term would require a justification from CSBC for approval by OLS. SCM Vol. 1 7.80 B.
- **General Terms and Conditions:** We are required to use GTC 610 (see Exhibit C). I removed any of the terms and conditions in the draft SOW that are duplicated in GCT 610. SCM Vol. 1 4.08 A.1.d.1).
- **\$ Consideration:** I added a paragraph in Exhibit B (B.6.) that requires ICC to collect and report data CBSC on the sales of the code manuals. The contract has significant \$ consideration going both ways. The state receives several hundred copies of the manuals with a value of a little over \$1000 each. The contractor is selling the manuals for a little over a \$1000 each and I am assuming they are selling hundreds, if not thousands of copies of the manual at this pricing. Because of this, SCM Vol. 1 para 7.45 applies and the contract will require OLS review. I am committed to giving them a document they will sign off on the first time to reduce administrative delay but I will need your assistance and guidance in this.

- Schedule: I would also consider adding the attached schedule as an exhibit. If we called it “anticipated schedule” we would not have to amend if the schedule changes. It may better clarify those areas where we have said “WITHIN a reasonable time. I wanted to get your thoughts on that.

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: ["Biedermann, Cynthia@DGS"](mailto:Biedermann, Cynthia@DGS) Cynthia.Biedermann@dgs.ca.gov
Date: 1/5/2016 2:41:14 PM
Subject: RE: Publishing Agreements

Leann's last email indicated that you were reviewing her drafts of the two ICC contracts, which I believe you completed and left on my chair. I'm currently reviewing your notes and hope to finish by COB today. Could the four of us plan on getting together tomorrow morning (hopefully before All Staff) to touch base

Kevin Day
916.263.0355

From: Biedermann, Cynthia@DGS
Sent: Tuesday, January 05, 2016 2:39 PM
To: Day, Kevin@DGS
Cc: Benny, Katrina@DGS; de la Motte, Leann@DGS
Subject: Publishing Agreements

Did Katrina forward our latest contract notes to you She asked me to review the language and I gave her my copies late yesterday.

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

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@dqs.ca.gov

Contractor's Contract Administrator
Mark Johnson International Code Council 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.

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, 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 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. 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 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 CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD 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 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. 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 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>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.

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 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, 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 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. 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 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 CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD 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 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. 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 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>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.

From: [Day, Kevin@DGS](mailto:Day_Kevin@DGS)
To: ["Betts, Bruce@DGS"](mailto:Betts_Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 1/21/2016 10:40:36 AM
Subject: RE: ICC 2016 Code SOW
Attachments: [ICC 2016 CODE 2, 2.5, 9 & 10 SOW - OBAS.docx](#)
[ICC 2016 CODE 1,6,8,11 & 12 SOW - OBAS.docx](#)

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
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From: Betts, Bruce@DGS
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To: Day, Kevin@DGS
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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
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Subject: ICC 2016 Code SOW

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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: ["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

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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

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California Building Standards Commission

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Fax 916.263.0959



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Thank you for your consideration.

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Subject: FW: ICC 2016 Code SOW

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From: Betts, Bruce@DGS
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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: 1/22/2016 3:37:25 PM
Subject: FW: ICC 2016 Code SOW

Hi Leann,

Could you please forward the Contract Request Form and any other program documents to me I need to route this through the intake process and have a contract number established. 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: Friday, January 22, 2016 3:35 PM
To: Day, Kevin@DGS
Cc: Frost, Laura@DGS; Benny, Katrina@DGS; de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
Subject: RE: ICC 2016 Code SOW

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Cc: Frost, Laura@DGS; Benny, Katrina@DGS; de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
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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

OBAS Service Contract Request Form

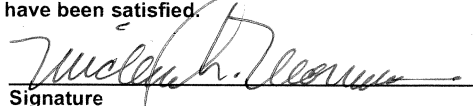
Section I – General Information

[1] Project Title: ICC 2016 CODE 1, 6, 8, 11, & 12	[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: <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Amendment <input type="checkbox"/> Work Authorization <input type="checkbox"/> 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: \$ <u>0.00</u>			[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		
[26] 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.					
Michael L. Nearman, Acting Executive Director Printed Name/Title			 Signature		01/25/16 Date (MM/DD/YY)

GC 19130 (b) JUSTIFICATION

OBAS 19130 NEW (12/2013)

FOR OBAS USE ONLY

CRN: _____

Check and explain all that apply.

PROJECT TITLE NCB ICC 2016 CODE 1, 6, 8, 11, & 12	PROGRAM 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 01/25/16	PRINT OR TYPE NAME Michael L. Nearman, Acting Executive Director
---	-------------------------	---

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

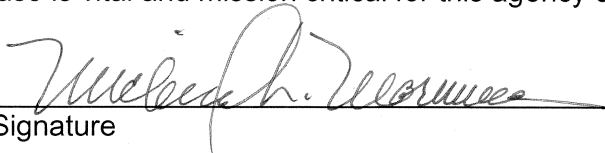
Including any and all contracts arising out of the Project.

Project Title: Contract with ICC for CCR Title 24 Parts 1, 6, 8, 11, & 12

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 01/25/16

Printed Name: Michael L. Nearman

Title: Acting Executive Director

OBAS Service Contract Request Form

Section I – General Information

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[14] Notes:

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

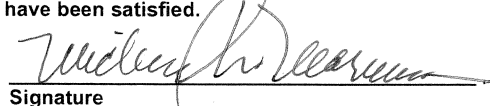
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[24] State's Estimate: \$ <u>0.00</u>	[25] Invoice Address: Department of General Services Office of Fiscal Services Program Support Accounting Section 707 3rd Street, Suite 2-100 West Sacramento, CA 95605
Fiscal Approval Signature _____ Date (MM/DD/YY) _____	

[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.

Michael L. Nearman, Acting Executive Director Printed Name/Title	 Signature	<u>01/25/16</u> Date (MM/DD/YY)
---	---	------------------------------------

GC 19130 (b) JUSTIFICATION

OBAS 19130 NEW (12/2013)

FOR OBAS USE ONLY

CRN: _____

Check and explain all that apply.

PROJECT TITLE

NCB ICC 2016 CODE 2, 2.5, 9 & 10

PROGRAM

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:

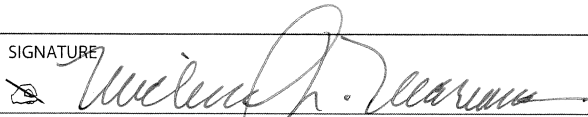
- (9) The contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment.

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

01/25/16

PRINT OR TYPE NAME

Michael L. Nearman, Acting Executive Director

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 ICC for CCR Title 24 Parts 2, 2.5, 9, & 10

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 01/25/16
Date

Printed Name: Michael L. Nearman

Title: Acting Executive Director

NCB Coordination Sheet

Department of General

Services

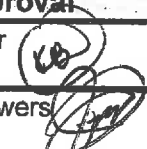

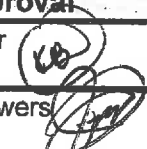

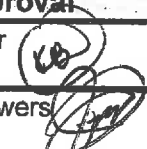

Document Identification	
EO Assignment Number:	Division/ Assistant/ Phone Number: <i>Building Standards Commission</i>
Subject: NCB's for Publishing Title 24 Code Books	Program/Contact Person/Phone Number: <i>Katrina Benny</i> <i>916-263-1350</i>

<p>Action Requested</p> <p>CBSC is seeking NCB approval for our Publishing Contracts of the 2016 Triennial, Title 24, California Code of Regulations, this NCB process is renewed every 4.5 years.</p>

<p>Brief Description of Package</p> <p>4 sets of NCB Contract Justifications, Contract Adverting Exemption Request and OSP Printing Waiver, for publishing of the 2016 Triennial Title 24, California Code of Regulations.</p>

Routing & Approvals

By signing this form, I declare that I have no direct or indirect investments, real property, or interest in any company, business entity, or organization that may involve this project or contract.

<table border="1"> <tr> <th>Program Approval</th> <th>Date</th> </tr> <tr> <td>Program Author <i>Katrina Benny</i> </td> <td><i>5/20/15</i></td> </tr> <tr> <td>Program Reviewers <i>Jim McGowan</i> </td> <td><i>5-28-15</i></td> </tr> <tr> <td>Procurement and Contracting Official (PCO) – (AD Deputy Director)</td> <td></td> </tr> <tr> <td>Office of Legal Services Alex Holtz</td> <td></td> </tr> <tr> <th>Deputy Director Approval</th> <th>Date</th> </tr> <tr> <td></td> <td></td> </tr> </table>	Program Approval	Date	Program Author <i>Katrina Benny</i> 	<i>5/20/15</i>	Program Reviewers <i>Jim McGowan</i> 	<i>5-28-15</i>	Procurement and Contracting Official (PCO) – (AD Deputy Director)		Office of Legal Services Alex Holtz		Deputy Director Approval	Date			<table border="1"> <tr> <th>Executive Office</th> <td></td> </tr> <tr> <td>Chief Deputy Director</td> <td></td> </tr> <tr> <th>Agency</th> <td></td> </tr> <tr> <td>Secretary (Must approve before routing to PD)</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Executive Office		Chief Deputy Director		Agency		Secretary (Must approve before routing to PD)					
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<table border="1"> <tr> <th>Proofed by:</th> <th>Date</th> </tr> <tr> <td>Deputy Director Assistant</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Proofed by:	Date	Deputy Director Assistant			
Proofed by:	Date					
Deputy Director Assistant						

<p>Enclosed (circle one): <input type="checkbox"/> Disk <input type="checkbox"/> or <input type="checkbox"/> CD</p>		
<table border="1"> <tr> <th>Executive Office Copy</th> <td></td> </tr> </table>	Executive Office Copy	
Executive Office Copy		

Comments

Original Sent to EO on: _____


By: _____

For PD Use only
 NCB #:

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) 376-1844		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: International Code Council (ICC)				
Contractor Address: 5203 Leeburg Pike, Suite 600, Falls Church, Virginia 22041-3405				
Original Contract Amount Excluding:**	Total Original Contract Amount:**	Amendment Amount:** (if applicable)	Amended Contract Amount:**	Has work commenced?
\$ 0.00	\$ 0.00	\$ N/A	\$ N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<small>(*Includes original contract and previously approved amendments)</small>	<small>(*Includes original contract and previously approved amendments)</small>	<small>(*Current amendment only)</small>	<small>(*Includes original contract and all amendments, including current amendment)</small>	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 1 (CA Building Standards Administrative Code), 6 (CA Energy Code), 7 (Vacant), 8 (CA Historical Building Code), Part 11 (CA Green Building Standards Code), 12 (CA Referenced Standards Code), and all supplements and errata 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 <input checked="" type="checkbox"/> 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 Jim McGowan Type Name of Director or See next page instructions		Agency <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Signature of Agency Secretary or Designee/Date _____ Type Name of Agency Secretary or See next page instructions		Dept. of General Services <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Signature of Director or Designee/Date _____ 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

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 Standards Administrative Code (CBSAC), California Energy Code (CEC), California Historical Building Code (CHBC), California Green Building Standards Code (CGBSC) and California Referenced Standards Code (CRSC) are not based on model building codes. However, in an advice letter dated June 6, 2001, from the Department of Justice (DOJ), it was stated that, "If it obtains the appropriate administrative approvals, the [California Building Standards] Commission may arrange for publication of [all parts of] the [California] Building Standards Code on a sole-source basis." The reasoning given was that it may be more cost effective and there would be more uniformity if the non-model code based parts were published by one of the model code publishers publishing the model code based parts.

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

The publication of the CBSAC, CEC, CHBC, CGBSC and CRSC was competitively bid, prior to DOJ's letter. No publisher could outbid the model code publishing organization, which bid to publish these codes for no money. After a few years, the model code publishing organization became the only bidder.

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

In an advice letter dated June 6, 2001, from DOJ, it was stated that, "If it obtains the appropriate administrative approvals, the [California Building Standards] Commission may arrange for publication of [all parts of] the [California] Building Standards Code on a sole-source basis." The reasoning was that it may be more cost effective and there would be more uniformity if the non-model code based parts were published by one of the model code publishers publishing and selling the model code based parts.

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 CBSAC, CEC, CHBC, CGBSC and CRSC, it will cost the state to have them published, uniformity would be lost in the publication of the California Building Standards Code, and potentially the commission would have to enter into another contract for the sale of the CBSAC, CEC, CHBC, CGBSC and CRSC, if the publisher would not also sell them.

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

The publication of the CBSAC, CEC, CHBC, CGBSC and CRSC was competitively bid, prior to DOJ's letter. No publisher could outbid the model code publishing organization, which bid to publish these codes for no money. After a few years, the model code publishing organization became the only bidder.

B. PRICE ANALYSIS

1. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

There is no cost involved in this contract. The publisher recoups its publication costs in sales of the codes.

2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier

There is no cost involved in this contract. The publisher recoups its publication costs in sales of the codes.

Non-Competitively Bid (NCB) Contract Justification Corrective Action Plan

This section must be completed for any NCB that could have been competitively bid but was not due to insufficient time to complete the competitive acquisition process. This does not apply to emergency procurements in accordance with PCC Sections 10302, 10340(b)(1) and 12102(a)(2).

Complete responses must be provided for all of the following questions:

- 1. Why is the submission of a NCB necessary and what are the determining factors that caused the problem?**
Explain why your department has not conducted a competitive bid. Provide the background of events (timeline) leading to the submission of this NCB. Identify any critical time delays or issues that prevented your department from completing this acquisition using a competitive process (i.e., budget, approvals, and/or appropriate analysis).

- 2. What are the consequences of not having this NCB approved?**
Describe in detail the impact to the department and to the program(s) if the NCB is not approved.

- 3. How will your department ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?**
Provide a detailed plan of your department's efforts to improve your acquisition planning to maximize the use of competition to meet your needs. This plan must include how the department will provide for a tracking system to ensure timely review of upcoming requirements. Departments acknowledge that submission of a corrective action plan is the basis for how the department will provide for sufficient time to use competition in the acquisition process. Failure to follow the Corrective Action Plan may result in the loss of your department's delegated procurement authority. This plan must be kept on file for future auditing purposes.

**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.

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

PLEASE TYPE

NAME: Katrina Benny IMS CODE
C-11

DEPARTMENT: California Building Standards Commission

DIVISION:

ADDRESS: 2525 Natomas Park Dr. Ste 130

CITY, STATE, ZIP: Sacramento, CA 95833

AGENCY BILLING CODE 30140

CONTRACT DESCRIPTION

Publication contract for the publication of the 2016 triennial edition of the California Code of Regulations, Title 24, Parts 1, 6, 7 (vacant), 8, 11, and 12.

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)

CONTRACTOR'S ADDRESS (Number, Street)
5203 Leesburg Pike, Suite 600

(City, State, ZIP Code)
Falls Church, VA, 22041-3405

FEDERAL EMPLOYER IDENTIFICATION NUMBER


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 Standards Administrative Code (California Code of Regulations, Title 24, Part 1), California Energy Code (California Code of Regulations, Title 24, Part 6), (California Code of Regulations, Title 24, Part 7 - Vacant), 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 the California Referenced Standards Code (California Code of Regulations, Title 24, Part 12) are not based on model building codes.

However, in an advice letter dated June 6, 2001, from the Department of Justice, it was stated that, "if it obtains the appropriate administrative approvals, the [California Building Standards] Commission may arrange for publication of [all parts of] the [California] Building Standards Code on a sole-source basis."

The reasoning given was that it may be more cost effective and there would be more uniformity if the non-model code based parts were published by one of the model code publishers publishing the model code based parts.


AUTHORIZED SIGNATURE 

TELEPHONE NUMBER CALNET 263-0914

DATE SIGNED 5-28-15

PROCUREMENT DIVISION USE ONLY

ACTION TAKEN ON REQUEST
 APPROVED DENIED (See Below)

AUTHORIZED SIGNATURE  DATE SIGNED

COMMENTS

SEND TO:

NAME: IMS CODE
Z-1

DEPARTMENT: DEPARTMENT OF GENERAL SERVICES

DIVISION: PROCUREMENT DIVISION

ADDRESS: 707 THIRD ST., Second Floor

CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605

**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.

Date: May 18, 2015

To: DGS - OBAS
707 3rd Street
West Sacramento, CA 95605

From: Katrina Benny, Staff Services Manager I
Building Standards Commission

Subject: **Certification Requirement – NCB, ICC Part 1, 6, 7 (vacant), 8, 11 and 12**

I certify that this purchase is vital and mission critical for the Building Standards Commission.

The California Building Standards Administrative Code (CBSAC), California Energy Code (CEC), California Historical Building Code (CHBC), California Green Building Standards Code (CGBSC) and California Referenced Standards Code (CRSC) are not based on model building codes.

However, in an advice letter dated June 6, 2001, from the Department of Justice (DOJ), it was stated that, "If it obtains the appropriate administrative approvals, the [California Building Standards] Commission may arrange for publication of [all parts of] the [California] Building Standards Code on a sole-source basis." The reasoning given was that it may be more cost effective and there would be more uniformity if the non-model code based parts were published by one of the model code publishers publishing the model code based parts.



Katrina Benny, Staff Services Manager I
Building Standards Commission

STATE OF CALIFORNIA - Office of State Publishing
SERVICE RELEASE REQUEST SPECIFICATIONS
 OSP 550, NEW (07/2012)

*All fields are required (enter "N/A" if not applicable).
 Fax this completed form to: 916.323.4305 or
 email it to your OSP Customer Service Representative.*

DATE OF REQUEST 5/20/2015	OSP ESTIMATE NUMBER (if available) 0
AGENCY Building Standards Commission	
PROJECT TITLE Publication of CA Code of Regulations, Title 24, Building Code Volumes 1--12	
DUE DATE Triennial Publications	FILE READY DATE N/A

SPECIFICATIONS

PROJECT DESCRIPTION Building Standards Code Books	CONTRACT AMOUNT* (when applicable) \$0.00
QUANTITY 13 Volumes	SIZE 8 1/2 x 11
PAPER Various	PACKAGING mail or ship
BINDERY Binders +Printed Subscriptions	PROOFS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No
CONTRACT TERM 4.5 Years	
INK: Number of Colors: 4 Large Solids: <input type="checkbox"/> Yes <input type="checkbox"/> No Bleeds: <input type="checkbox"/> Yes <input type="checkbox"/> No	

SHIP TO
Subscriptions

MAILING INSTRUCTIONS
Varies

SPECIAL INSTRUCTIONS

SERVICE RELEASE JUSTIFICATION
 All 13 Volumes of the California Code of Regulations, Title 24, Building Codes are copyright model code materials from 3 organizations, International Code Council, International Association of Plumbing and Mechanical Officials and the National Fire Protection Association.

CONTACT INFORMATION

NAME
Katrina Benny

TELEPHONE 916-263-1350	FAX 916-263-0959	EMAIL ADDRESS katrina.benny@dgs.ca.gov
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OSP CUSTOMER SERVICE REPRESENTATIVE
James Griffin

FOR OSP USE ONLY

RETAIN RELEASE TIME EQUIPMENT

BY: Noel Soliz for DFF

REASON CODE(S) (F) other: Copyrighted materials
OSP can't print these

INITIALS

The Office of State Publishing has reviewed the specifications and delivery time frames for the project below. Please keep this notice with related contracting information as your documentation.

SERVICE RELEASE INFORMATION

REQUEST FOR PRINTING SERVICES NUMBER 05-21-404-50-06188	DATE OF REQUEST 5/20/15	EXPIRATION DATE OF SERVICE RELEASE
REVIEWED BY Noel Soliz		
AGENCY DGS	CONTACT NAME Katrina Benny	
AGENCY CODE 404	CONTACT PHONE 263-1350	
PROJECT TITLE Publication of CA Code of Regulations, Title 24, Building Code Volumes 1 - 12		
PROJECT SPECIFICATIONS		
COMMENTS		
OSP CUSTOMER SERVICE REPRESENTATIVE James Griffin	CSR PHONE 916-322-1006	

STATEMENT OF FACTS

CHECK APPLICABLE JUSTIFICATION STATEMENT(S): <input type="checkbox"/> (A) OSP does not have production time available to meet the customer's required deadline. <input type="checkbox"/> (B) OSP does not have the equipment necessary to produce the requested product. <input type="checkbox"/> (C) OSP does not have the expertise to successfully produce the requested product. <input type="checkbox"/> (D) OSP cannot accommodate the required turnaround time. (less than 5 working days) <input type="checkbox"/> (E) The customer's location/shipping address does not make it feasible for OSP to accept the work. <input checked="" type="checkbox"/> (F) Other <u>Copyrighted Materials</u>	OSP VEND-OUT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	OSP SERVICE RELEASE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

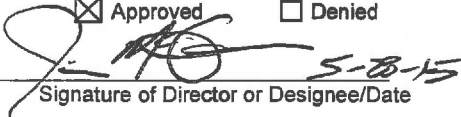
DETAILS

For PD Use only
 NCB #:

NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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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: International Code Council (ICC)				
Contractor Address: 5203 Leebug 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Jim McGowan Type Name of Director or See next page instructions	Agency <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Signature of Agency Secretary or Designee/Date _____ Type Name of Agency Secretary or See next page instructions	Dept. of General Services <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Signature of Director or Designee/Date _____ 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

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 (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.

B. PRICE ANALYSIS

1. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

There is no cost involved in this contract. The publisher recoups its publication costs in sales of the codes.

2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier

There is no cost involved in this contract. The publisher recoups its publication costs in sales of the codes.

Non-Competitively Bid (NCB) Contract Justification Corrective Action Plan

This section must be completed for any NCB that could have been competitively bid but was not due to insufficient time to complete the competitive acquisition process. This does not apply to emergency procurements in accordance with PCC Sections 10302, 10340(b)(1) and 12102(a)(2).

Complete responses must be provided for all of the following questions:

- 1. Why is the submission of a NCB necessary and what are the determining factors that caused the problem?**
Explain why your department has not conducted a competitive bid. Provide the background of events (timeline) leading to the submission of this NCB. Identify any critical time delays or issues that prevented your department from completing this acquisition using a competitive process (i.e., budget, approvals, and/or appropriate analysis).

- 2. What are the consequences of not having this NCB approved?**
Describe in detail the impact to the department and to the program(s) if the NCB is not approved.

- 3. How will your department ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?**
Provide a detailed plan of your department's efforts to improve your acquisition planning to maximize the use of competition to meet your needs. This plan must include how the department will provide for a tracking system to ensure timely review of upcoming requirements. Departments acknowledge that submission of a corrective action plan is the basis for how the department will provide for sufficient time to use competition in the acquisition process. Failure to follow the Corrective Action Plan may result in the loss of your department's delegated procurement authority. This plan must be kept on file for future auditing purposes.

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.

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		CONTRACT DESCRIPTION	
NAME: Katrina Benny	IMS CODE: C-11	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.	
DEPARTMENT: California Building Standards Commission		TELEPHONE NUMBER (Not CALNET-Include Area Code)	
DIVISION:		916-263-1350	
ADDRESS: 2525 Natomas Park Dr. Ste 130			
CITY, STATE, ZIP: Sacramento, CA 95833			

CONTRACT NUMBER	AMENDMENT NUMBER (If Applicable)	CONTRACT AMOUNT	AMENDMENT AMOUNT (If Applicable)	CONTRACT PERIOD
		\$ 0.00		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	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	International Code Council (ICC)	
	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		
	ACTION TAKEN ON REQUEST		
TELEPHONE NUMBER	DATE SIGNED		<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)
<input type="checkbox"/> CALNET 263-0916	5-28-15		AUTHORIZED SIGNATURE
			DATE SIGNED
	COMMENTS		
SEND TO:	IMS CODE		
NAME:	Z-1		
DEPARTMENT: DEPARTMENT OF GENERAL SERVICES			
DIVISION: PROCUREMENT DIVISION			
ADDRESS: 707 THIRD ST., Second Floor			
CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605			

**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.

Date: May 18, 2015

To: DGS - OBAS
707 3rd Street
West Sacramento, CA 95605

From: Katrina Benny, Staff Services Manager I
Building Standards Commission

Subject: **Certification Requirement – NCB, ICC Part 2, 2.5, 9 and 10**

I certify that this purchase is vital and mission critical for the Building Standards Commission.

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.


Katrina Benny, Staff Services Manager I
Building Standards Commission

STATE OF CALIFORNIA - Office of State Publishing
SERVICE RELEASE REQUEST SPECIFICATIONS
 OSP 550, NEW (07/2012)

*All fields are required (enter "N/A" if not applicable).
 Fax this completed form to: 916.323.4305 or
 email it to your OSP Customer Service Representative.*

DATE OF REQUEST 5/20/2015	OSP ESTIMATE NUMBER (if available) 0
AGENCY Building Standards Commission	
PROJECT TITLE Publication of CA Code of Regulations, Title 24, Building Code Volumes 1 - 12	
DUE DATE Triennial Publications	FILE READY DATE N/A

SPECIFICATIONS

PROJECT DESCRIPTION Building Standards Code Books		CONTRACT AMOUNT* (when applicable) \$0.00
QUANTITY 13 Volumes	SIZE 8 1/2 x 11	CONTRACT TERM 4.5 Years
PAPER Various	PACKAGING mail or ship	INK: Number of Colors: 4 Large Solids: <input type="checkbox"/> Yes <input type="checkbox"/> No Bleeds: <input type="checkbox"/> Yes <input type="checkbox"/> No
BINDERY Binders +Printed Subscriptions	PROOFS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No	

SHIP TO
Subscriptions

MAILING INSTRUCTIONS
Varies

SPECIAL INSTRUCTIONS

SERVICE RELEASE JUSTIFICATION
 All 13 Volumes of the California Code of Regulations, Title 24, Building Codes are copyright model code materials from 3 organizations, International Code Council, International Association of Plumbing and Mechanical Officials and the National Fire Protection Association.

CONTACT INFORMATION

NAME
Katrina Benny

TELEPHONE 916-263-1350	FAX 916-263-0959	EMAIL ADDRESS katrina.benny@dgs.ca.gov
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OSP CUSTOMER SERVICE REPRESENTATIVE
James Griffin

FOR OSP USE ONLY

RETAIN RELEASE TIME EQUIPMENT

INITIALS

BY: Noel Saliz for DH

REASON CODE(S) (D) Other: Copyrighted materials
OSP can't print these

The Office of State Publishing has reviewed the specifications and delivery time frames for the project below. Please keep this notice with related contracting information as your documentation.

SERVICE RELEASE INFORMATION

REQUEST FOR PRINTING SERVICES NUMBER 05-21-404-50-06188	DATE OF REQUEST 5/20/15	EXPIRATION DATE OF SERVICE RELEASE
REVIEWED BY Noel Soliz		
AGENCY DGS	CONTACT NAME Katrina Benny	
AGENCY CODE 404	CONTACT PHONE 263-1350	
PROJECT TITLE Publication of CA Code of Regulations, Title 24, Building Code Volumes 1 - 12		
PROJECT SPECIFICATIONS		
COMMENTS		
OSP CUSTOMER SERVICE REPRESENTATIVE James Griffin	CSR PHONE 916-322-1006	

STATEMENT OF FACTS

CHECK APPLICABLE JUSTIFICATION STATEMENT(S):	OSP VEND-OUT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	OSP SERVICE RELEASE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> (A) OSP does not have production time available to meet the customer's required deadline. <input type="checkbox"/> (B) OSP does not have the equipment necessary to produce the requested product. <input type="checkbox"/> (C) OSP does not have the expertise to successfully produce the requested product. <input type="checkbox"/> (D) OSP cannot accommodate the required turnaround time. (less than 5 working days) <input type="checkbox"/> (E) The customer's location/shipping address does not make it feasible for OSP to accept the work. <input checked="" type="checkbox"/> (F) Other <u>Copyrighted Materials</u>	

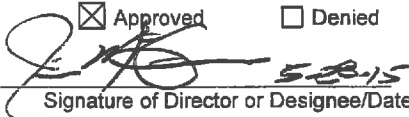
DETAILS

For PD Use only
 NCB #:

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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 Jim McGowan Type Name of Director or See next page instructions	Agency <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Signature of Agency Secretary or Designee/Date _____ Type Name of Agency Secretary or See next page instructions	Dept. of General Services <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Signature of Director or Designee/Date _____ 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

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..

B. PRICE ANALYSIS

1. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

There is no cost involved in this contract. The publisher recoups its publication costs in sales of the codes.

2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier

There is no cost involved in this contract. The publisher recoups its publication costs in sales of the codes.

Non-Competitively Bid (NCB) Contract Justification Corrective Action Plan

This section must be completed for any NCB that could have been competitively bid but was not due to insufficient time to complete the competitive acquisition process. This does not apply to emergency procurements in accordance with PCC Sections 10302, 10340(b)(1) and 12102(a)(2).

Complete responses must be provided for all of the following questions:

- 1. Why is the submission of a NCB necessary and what are the determining factors that caused the problem?**
Explain why your department has not conducted a competitive bid. Provide the background of events (timeline) leading to the submission of this NCB. Identify any critical time delays or issues that prevented your department from completing this acquisition using a competitive process (i.e., budget, approvals, and/or appropriate analysis).

- 2. What are the consequences of not having this NCB approved?**
Describe in detail the impact to the department and to the program(s) if the NCB is not approved.

- 3. How will your department ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?**
Provide a detailed plan of your department's efforts to improve your acquisition planning to maximize the use of competition to meet your needs. This plan must include how the department will provide for a tracking system to ensure timely review of upcoming requirements. Departments acknowledge that submission of a corrective action plan is the basis for how the department will provide for sufficient time to use competition in the acquisition process. Failure to follow the Corrective Action Plan may result in the loss of your department's delegated procurement authority. This plan must be kept on file for future auditing purposes.

**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.

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

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

AGENCY BILLING CODE 30140

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	AMENDMENT AMOUNT (If Applicable)	CONTRACT PERIOD
		\$ 0.00		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: National Fire Protection Association
 CONTRACTOR'S ADDRESS (Number, Street): 1 Batterymarch Park
 (City, State, ZIP Code): Quincy, MA 02169-7471


FEDERAL EMPLOYER IDENTIFICATION NUMBER

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: 

TELEPHONE NUMBER: CALNET 263-0916

DATE SIGNED: 5-8-16

PROCUREMENT DIVISION USE ONLY

ACTION TAKEN ON REQUEST
 APPROVED DENIED (See Below)

AUTHORIZED SIGNATURE:  DATE SIGNED

SEND TO:

NAME: DEPARTMENT OF GENERAL SERVICES
 DEPARTMENT: PROCUREMENT DIVISION
 DIVISION: 707 THIRD ST., Second Floor
 ADDRESS: WEST SACRAMENTO, CA 95605
 CITY, STATE, ZIP:

IMS CODE: Z-1

COMMENTS

**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.

Date: May 18, 2015

To: DGS - OBAS
707 3rd Street
West Sacramento, CA 95605

From: Katrina Benny, Staff Services Manager I
Building Standards Commission

Subject: **Certification Requirement – NCB, NFPA**

I certify that this purchase is vital and mission critical for the Building Standards Commission.

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.



Katrina Benny, Staff Services Manager I
Building Standards Commission

STATE OF CALIFORNIA - Office of State Publishing
SERVICE RELEASE REQUEST SPECIFICATIONS
 OSP 550, NEW (07/2012)

*All fields are required (enter "N/A" if not applicable).
 Fax this completed form to: 916.323.4305 or
 email it to your OSP Customer Service Representative.*

DATE OF REQUEST 5/20/2015	OSP ESTIMATE NUMBER (if available) 0
AGENCY Building Standards Commission	
PROJECT TITLE Publication of CA Code of Regulations, Title 24, Building Code Volumes 1 - 12	
DUE DATE Triennial Publications	FILE READY DATE N/A

SPECIFICATIONS

PROJECT DESCRIPTION Building Standards Code Books		CONTRACT AMOUNT* (when applicable) \$0.00
QUANTITY 13 Volumes	SIZE 8 1/2 x 11	CONTRACT TERM 4.5 Years
PAPER Various	PACKAGING mail or ship	*Attach scope of work INK: Number of Colors: 4 Large Solids: <input type="checkbox"/> Yes <input type="checkbox"/> No Bleeds: <input type="checkbox"/> Yes <input type="checkbox"/> No
BINDERY Binders +Printed Subscriptions	PROOFS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No	
SHIP TO Subscriptions		
MAILING INSTRUCTIONS Varies		
SPECIAL INSTRUCTIONS		

SERVICE RELEASE JUSTIFICATION
 All 13 Volumes of the California Code of Regulations, Title 24, Building Codes are copyright model code materials from 3 organizations, International Code Council, International Association of Plumbing and Mechanical Officials and the National Fire Protection Association.

CONTACT INFORMATION

NAME Katrina Benny		
TELEPHONE 916-263-1350	FAX 916-263-0959	EMAIL ADDRESS katrina.benny@dgs.ca.gov
OSP CUSTOMER SERVICE REPRESENTATIVE James Griffin		

FOR OSP USE ONLY

RETAIN RELEASE TIME EQUIPMENT

BY: *Niel Soliz for DH*

REASON CODE(S) *(F) Other: Copyrighted materials
 OSP can't print these*

INITIALS

The Office of State Publishing has reviewed the specifications and delivery time frames for the project below. Please keep this notice with related contracting information as your documentation.

SERVICE RELEASE INFORMATION

REQUEST FOR PRINTING SERVICES NUMBER 05-21-404-50-06188	DATE OF REQUEST 5/20/15	EXPIRATION DATE OF SERVICE RELEASE
REVIEWED BY Noel Soliz		
AGENCY DGS	CONTACT NAME Katrina Benny	
AGENCY CODE 404	CONTACT PHONE 263-1350	
PROJECT TITLE Publication of CA Code of Regulations, Title 24, Building Code Volumes 1 - 12		
PROJECT SPECIFICATIONS		
COMMENTS		
OSP CUSTOMER SERVICE REPRESENTATIVE James Griffin	CSR PHONE 916-322-1006	

STATEMENT OF FACTS

CHECK APPLICABLE JUSTIFICATION STATEMENT(S):	OSP VEND-OUT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	OSP SERVICE RELEASE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> (A) OSP does not have production time available to meet the customer's required deadline. <input type="checkbox"/> (B) OSP does not have the equipment necessary to produce the requested product. <input type="checkbox"/> (C) OSP does not have the expertise to successfully produce the requested product. <input type="checkbox"/> (D) OSP cannot accommodate the required turnaround time. (less than 5 working days) <input type="checkbox"/> (E) The customer's location/shipping address does not make it feasible for OSP to accept the work. <input checked="" type="checkbox"/> (F) Other <u>Copyrighted Materials</u>	

DETAILS

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) 376-1844		
FAX: (916)	Mailing Address: Same as above	
E-Mail: Molly.lovett@dgs.ca.gov		
Technical Contact Name: Katrina Benny	Telephone: (916) 263-1350	E-mail: Katrina.benny@dgs.ca.gov

Required Contract Information

Contractor Name: International Association of Plumbing and Mechanical Officials (IAPMO)				
Contractor Address: 5001 E. Philadelphia Street, Ontario, California 91761				
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:

IAPMO will provide services for the publication of the 2016 triennial edition of California Code of Regulations, Title 24, Parts 4 (California Mechanical Code) and 5 (California Plumbing Code), 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 <input checked="" type="checkbox"/> 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 Jim McGowan Type Name of Director or See next page instructions	Agency <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Signature of Agency Secretary or Designee/Date _____ Type Name of Agency Secretary or See next page instructions	Dept. of General Services <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Signature of Director or Designee/Date _____ Type Name of Director or Designee
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**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

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 Mechanical Code (CMC) and California Plumbing Code (CPC) are based on two model building codes, the Uniform Mechanical Code (UMC) and the Uniform Plumbing Code (UPC) respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

IAPMO owns the copyrights to these model codes; therefore, IAPMO must be the publisher of the CMC and CPC if they are each going to contain model code provisions and California's amendments to the model codes. If IAPMO is not the publisher, California's amendments to the UMC and UPC could not be published with the provisions of the UMC and UPC 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?)

IAPMO owns the copyrights to the model building codes upon which the CMC and CPC are based. Therefore, IAPMO 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 IAPMO to publish the CMC and CPC, 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 where 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?

IAPMO owns the copyrights to the model building codes upon which the CMC and CPC are based. Therefore, IAPMO must be the publisher of the CMC and CPC, if they are each going to contain model code provisions and California's amendments to the model codes. If the commission does not contract with IAPMO, 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.

B. PRICE ANALYSIS

1. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

There is no cost involved in this contract. The publisher recoups its publication costs in sales of the codes.

2. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier

There is no cost involved in this contract. The publisher recoups its publication costs in sales of the codes.

Non-Competitively Bid (NCB) Contract Justification Corrective Action Plan

This section must be completed for any NCB that could have been competitively bid but was not due to insufficient time to complete the competitive acquisition process. This does not apply to emergency procurements in accordance with PCC Sections 10302, 10340(b)(1) and 12102(a)(2).

Complete responses must be provided for all of the following questions:

- 1. Why is the submission of a NCB necessary and what are the determining factors that caused the problem?**
Explain why your department has not conducted a competitive bid. Provide the background of events (timeline) leading to the submission of this NCB. Identify any critical time delays or issues that prevented your department from completing this acquisition using a competitive process (i.e., budget, approvals, and/or appropriate analysis).

- 2. What are the consequences of not having this NCB approved?**
Describe in detail the impact to the department and to the program(s) if the NCB is not approved.

- 3. How will your department ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?**
Provide a detailed plan of your department's efforts to improve your acquisition planning to maximize the use of competition to meet your needs. This plan must include how the department will provide for a tracking system to ensure timely review of upcoming requirements. Departments acknowledge that submission of a corrective action plan is the basis for how the department will provide for sufficient time to use competition in the acquisition process. Failure to follow the Corrective Action Plan may result in the loss of your department's delegated procurement authority. This plan must be kept on file for future auditing purposes.

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.

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

DEPARTMENTAL CONTACT INFORMATION	AGENCY BILLING CODE 30140
PLEASE TYPE NAME: Katrina Benny IMS CODE: C-11 DEPARTMENT: California Building Standards Commission DIVISION: ADDRESS: 2525 Natomas Park Dr. Ste 130 CITY, STATE, ZIP: Sacramento, CA 95833	CONTRACT DESCRIPTION Publication contract for the publication of the 2016 triennial edition of the California Code of Regulations, Title 24, Parts 4 and 5. TELEPHONE NUMBER <i>(Not CALNET-Include Area Code)</i> 916-263-1350

CONTRACT NUMBER	AMENDMENT NUMBER <i>(if Applicable)</i>	CONTRACT AMOUNT	AMENDMENT AMOUNT <i>(if Applicable)</i>	CONTRACT PERIOD
		\$ 0.00		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 Association of Plumbing and Mechanical Officials (IAPMO) CONTRACTOR'S ADDRESS <i>(Number, Street)</i> 5001 E. Philadelphia Street <i>(City, State, ZIP Code)</i> Ontario, CA 91761	FEDERAL EMPLOYER IDENTIFICATION NUMBER
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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 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 building codes, the Uniform Mechanical Code, and the Uniform Plumbing Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

The International Association of Plumbing and Mechanical Officials (IAPMO) owns the copyrights to these two model codes; therefore, IAPMO must be the publisher of these California codes, if it they are going to contain model code provisions and California's amendments to the model codes. If IAPMO is not the publisher, California's amendments to the model codes 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 263-0916	ACTION TAKEN ON REQUEST <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <i>(See Below)</i>
DATE SIGNED 5-28-15	AUTHORIZED SIGNATURE
SEND TO: NAME: IMS CODE: Z-1 DEPARTMENT: DEPARTMENT OF GENERAL SERVICES DIVISION: PROCUREMENT DIVISION ADDRESS: 707 THIRD ST., Second Floor CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605	DATE SIGNED COMMENTS

**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.

Date: May 18, 2015

To: DGS - OBAS
707 3rd Street
West Sacramento, CA 95605

From: Katrina Benny, Staff Services Manager I
Building Standards Commission

Subject: **Certification Requirement – NCB, IAPMO**

I certify that this purchase is vital and mission critical for the Building Standards Commission.

The California Mechanical Code (CMC) and California Plumbing Code (CPC) are based on two model building codes, the Uniform Mechanical Code (UMC) and the Uniform Plumbing Code (UPC) respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

IAPMO owns the copyrights to these model codes; therefore, IAPMO must be the publisher of the CMC and CPC if they are each going to contain model code provisions and California's amendments to the model codes. If IAPMO is not the publisher, California's amendments to the UMC and UPC could not be published with the provisions of the UMC and UPC adopted by California.



Katrina Benny, Staff Services Manager I
Building Standards Commission

SERVICE RELEASE REQUEST SPECIFICATIONS

OSP 550, NEW (07/2012)

*All fields are required (enter "N/A" if not applicable).
 Fax this completed form to: 916.323.4305 or
 email it to your OSP Customer Service Representative:*

DATE OF REQUEST 5/20/2015		OSP ESTIMATE NUMBER (if available) 0	
AGENCY Building Standards Commission			
PROJECT TITLE Publication of CA Code of Regulations, Title 24, Building Code Volumes 1 - 12			
DUE DATE Triennial Publications		FILE READY DATE N/A	

SPECIFICATIONS

PROJECT DESCRIPTION Building Standards Code Books		CONTRACT AMOUNT* (when applicable) \$0.00	
QUANTITY 13 Volumes	SIZE 8 1/2 x 11	CONTRACT TERM 4.5 Years	
PAPER Various	PACKAGING mail or ship	*Attach scope of work INK: Number of Colors: 4 Large Solids: <input type="checkbox"/> Yes <input type="checkbox"/> No Bleeds: <input type="checkbox"/> Yes <input type="checkbox"/> No	
BINDERY Binders + Printed Subscriptions	PROOFS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No		
SHIP TO Subscriptions			
MAILING INSTRUCTIONS Varies			
SPECIAL INSTRUCTIONS			

SERVICE RELEASE JUSTIFICATION
 All 13 Volumes of the California Code of Regulations, Title 24, Building Codes are copyright model code materials from 3 organizations, International Code Council, International Association of Plumbing and Mechanical Officials and the National Fire Protection Association.

CONTACT INFORMATION

NAME Katrina Benny		
TELEPHONE 916-263-1350	FAX 916-263-0959	EMAIL ADDRESS katrina.benny@dgs.ca.gov
OSP CUSTOMER SERVICE REPRESENTATIVE James Griffin		

FOR OSP USE ONLY

<input type="checkbox"/> RETAIN	<input checked="" type="checkbox"/> RELEASE	<input type="checkbox"/> TIME	<input type="checkbox"/> EQUIPMENT	INITIALS
BY: Noel Soliz for DFF				
REASON CODE(S) (F) other: Copyrighted materials OSP can't print these				

The Office of State Publishing has reviewed the specifications and delivery time frames for the project below. Please keep this notice with related contracting information as your documentation.

SERVICE RELEASE INFORMATION

REQUEST FOR PRINTING SERVICES NUMBER 05-21-404-50-06188	DATE OF REQUEST 5/20/15	EXPIRATION DATE OF SERVICE RELEASE
REVIEWED BY Noel Soliz		
AGENCY DGS	CONTACT NAME Katrina Benny	
AGENCY CODE 404	CONTACT PHONE 263-1350	
PROJECT TITLE Publication of CA Code of Regulations, Title 24, Building Code Volumes 1 - 12		
PROJECT SPECIFICATIONS		
COMMENTS		
OSP CUSTOMER SERVICE REPRESENTATIVE James Griffin	CSR PHONE 916-322-1006	

STATEMENT OF FACTS

CHECK APPLICABLE JUSTIFICATION STATEMENT(S):	OSP VEND-OUT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	OSP SERVICE RELEASE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> (A) OSP does not have production time available to meet the customer's required deadline. <input type="checkbox"/> (B) OSP does not have the equipment necessary to produce the requested product. <input type="checkbox"/> (C) OSP does not have the expertise to successfully produce the requested product. <input type="checkbox"/> (D) OSP cannot accommodate the required turnaround time. (less than 5 working days) <input type="checkbox"/> (E) The customer's location/shipping address does not make it feasible for OSP to accept the work. <input checked="" type="checkbox"/> (F) Other <u>Copyrighted Materials</u>	

DETAILS

From: [Day, Kevin@DGS](mailto:Day_Kevin@DGS)
To: ["Betts, Bruce@DGS"](mailto:Betts_Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 1/25/2016 2:08:07 PM
Subject: RE: ICC 2016 Code SOW & Supporting Documents
Attachments: [ICC 2016 CODE 1, 6, 8, 11, & 12 Supporting Docs.pdf](#)
[ICC 2016 CODE 2, 2.5, 9 & 10 Supporting Docs.pdf](#)
[2015 NCB Scanned documents.pdf](#)

Hi Bruce,

Per our conversation I have attached the following documents:

- Supporting documents for both ICC contracts (Contract Request Form, GC 19130 Justification, Certification Requirement of Feb. 11, 2010)
- Documents included with the NCB submittal

Once again, we are working on the contract documents for the other two contracts and will send them to you and Laura as soon as possible. In the meantime, please contact me with any questions and have a great day today

Kevin Day

Staff Services Manager I (Specialist)
California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959



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: Betts, Bruce@DGS
Sent: Friday, January 22, 2016 3:37 PM
To: de la Motte, Leann@DGS
Cc: Day, Kevin@DGS
Subject: FW: ICC 2016 Code SOW

Hi Leann,

Could you please forward the Contract Request Form and any other program documents to me I need to route this through the intake process and have a contract number established. 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: Friday, January 22, 2016 3:35 PM
To: Day, Kevin@DGS
Cc: Frost, Laura@DGS; Benny, Katrina@DGS; de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
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 apologizes, 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

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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

From: [Biedermann, Cynthia@DGS](mailto:Biedermann_Cynthia@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.deLaMotte@dgs.ca.gov
Date: 2/4/2016 9:51:52 AM
Subject: FW: NFPA/BNi Agreement

Let's try this again

E HIBIT 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 include 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. 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.

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
Sent: Wednesday, February 03, 2016 5:33 PM
To: de la Motte, Leann@DGS
Cc: Benny, Katrina@DGS (Katrina.Benny@dgs.ca.gov)
Subject: IAPMO Agreements

Leann,

Here's the contract language that you requested. Let me know if you want me to address the Project Summary section as well or if you can edit based on the following information

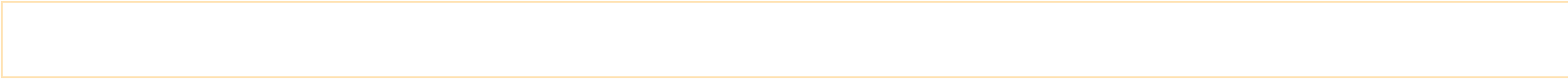
E HIBIT A
SCOPE OF WORK

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; there, IAPMO must be the publisher of these California codes, if they are each going to contain model code provisions and California amendments to these model codes.

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: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 2/9/2016 10:15:34 AM
Subject: RE: ICC 2016 Code SOW

Great – thank you Leann. I will be contacting him this week to start the process of gathering vendor documents for the first two agreements. I'm not sure if you received feedback from the intake process but those agreement numbers are:

3187607 ICC Code 2016 Parts 1, 6, 8, 11 & 12

3187605 ICC Code 2016 Parts 2, 2.5, 9 & 10

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: Tuesday, February 09, 2016 9:06 AM
 To: Betts, Bruce@DGS
 Subject: RE: ICC 2016 Code SOW

Hi Bruce,

I apologize I was out of the office yesterday. Here is his contact info:

Ar o o

e ve e re e A re or o B e eve o me

er A o A o e o

30 0 SA r S ree S e 100

BreA A or A 2 21

o e 22- 233 e e o 32

e o e 5 2 331- 0

mjohnson@icc-es.org

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 08, 2016 11:49 AM
To: de la Motte, Leann@DGS
Subject: FW: ICC 2016 Code SOW

Hello Leann,

Do you have contact information for Mark Johnson of ICC I need that to move the process forward. 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: Friday, February 05, 2016 8:14 AM
To: Day, Kevin@DGS
Subject: RE: ICC 2016 Code SOW

Hi Kevin,

When you have a chance could you please forward the contact information (email & phone number) for Mark Johnson of ICC. The SOW only lists his address and fax. 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: 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

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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.

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

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

(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) _____ <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width:40%;">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS								
MAILING ADDRESS	BUSINESS ADDRESS								
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE								
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): _ _ _ - _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ <input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> <input type="checkbox"/> ALL OTHERS		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.						
<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 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) _____	TITLE _____						
		SIGNATURE _____	DATE _____						
		TELEPHONE _____ () _____							
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
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 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 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, 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 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. 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 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 CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD 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 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. 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 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>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 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.

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, 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 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. 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 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 CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD 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 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. 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 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>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.

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: 2/22/2016 10:09:11 AM

Subject: FW: 2016 California Building Standards Code Publication Agreements

Attachments: [307 CCC.doc](#)
[Bidder Declaration.pdf](#)
[std204 Blank.pdf](#)
[CUF Eval Form for AA.docx](#)
[3187607.CSBC.ICC 2016 CODE 16811 12 SOW - OBAS.docx](#)
[3187605.CSBC.ICC 2016 CODE 2 2 5 9 10 SOW - OBAS.docx](#)

Good morning Leann,

Please see the below email. I will work on getting these two agreements processed as quickly as possible. Thank you for the call this morning

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, February 22, 2016 10:07 AM

To: 'mjohnson@icc-es.org'

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: [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

[redacted] or
[redacted] A
[redacted] e
[redacted]-mA
A re [redacted]
[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

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

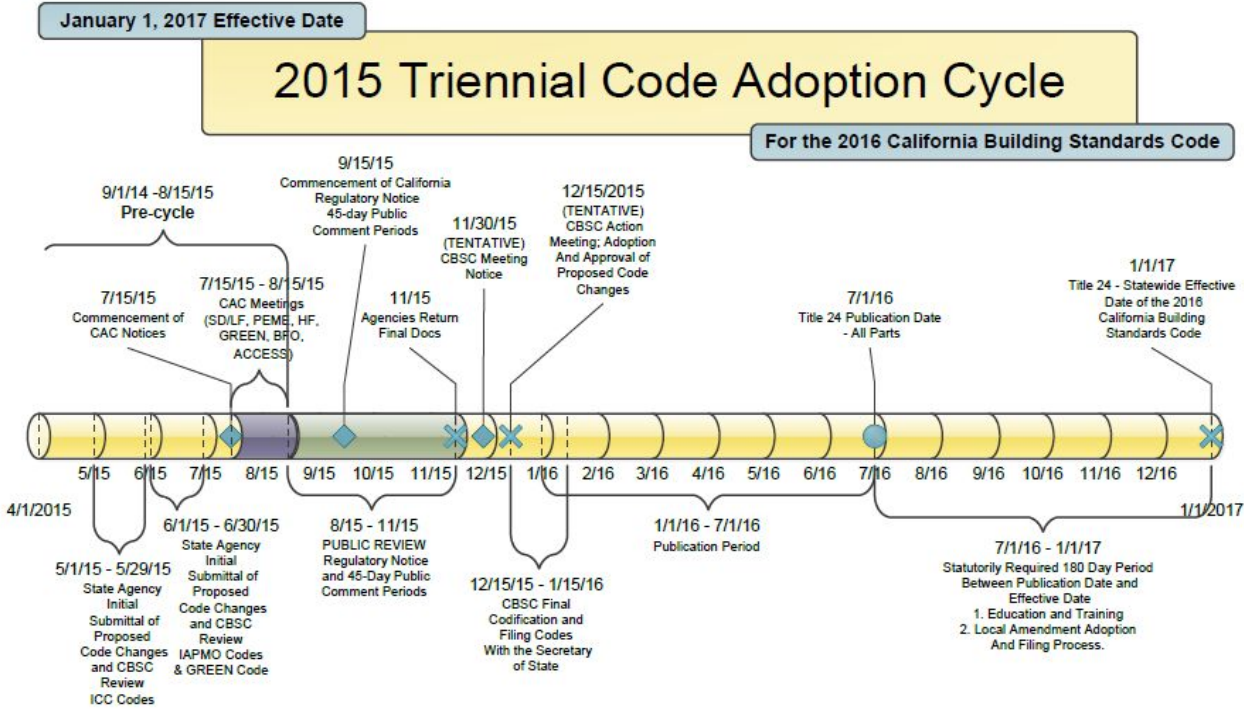
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk 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 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 – 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

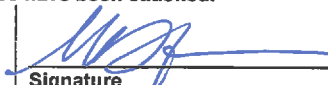
[18] Project Number	[19] Task Number	[20] Account, Object or Expenditure Code	[21] Fund	[22] Cost Center	[23] Activity Code
			06660120	12001	000000

[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.

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

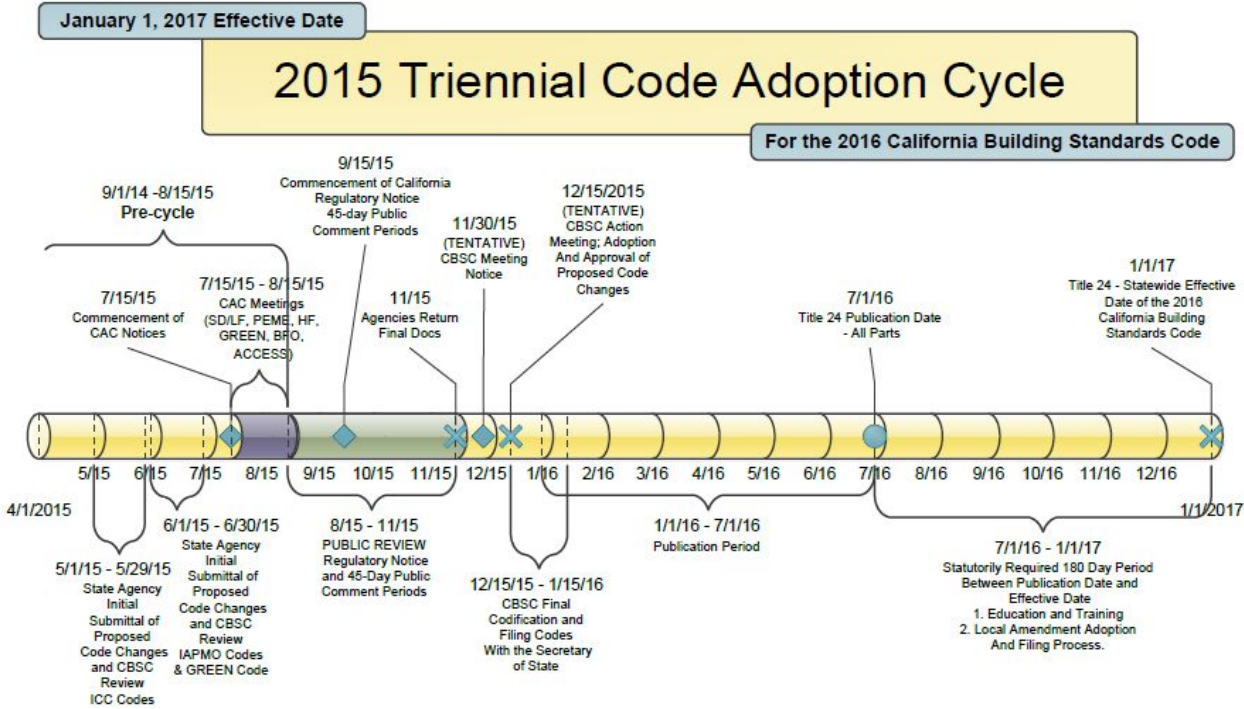
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government 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

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
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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 Printed Name/Title	 Signature	<u>2/20/16</u> Date (MM/DD/YY)
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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 3:22:49 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
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Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
(916)263-0677



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

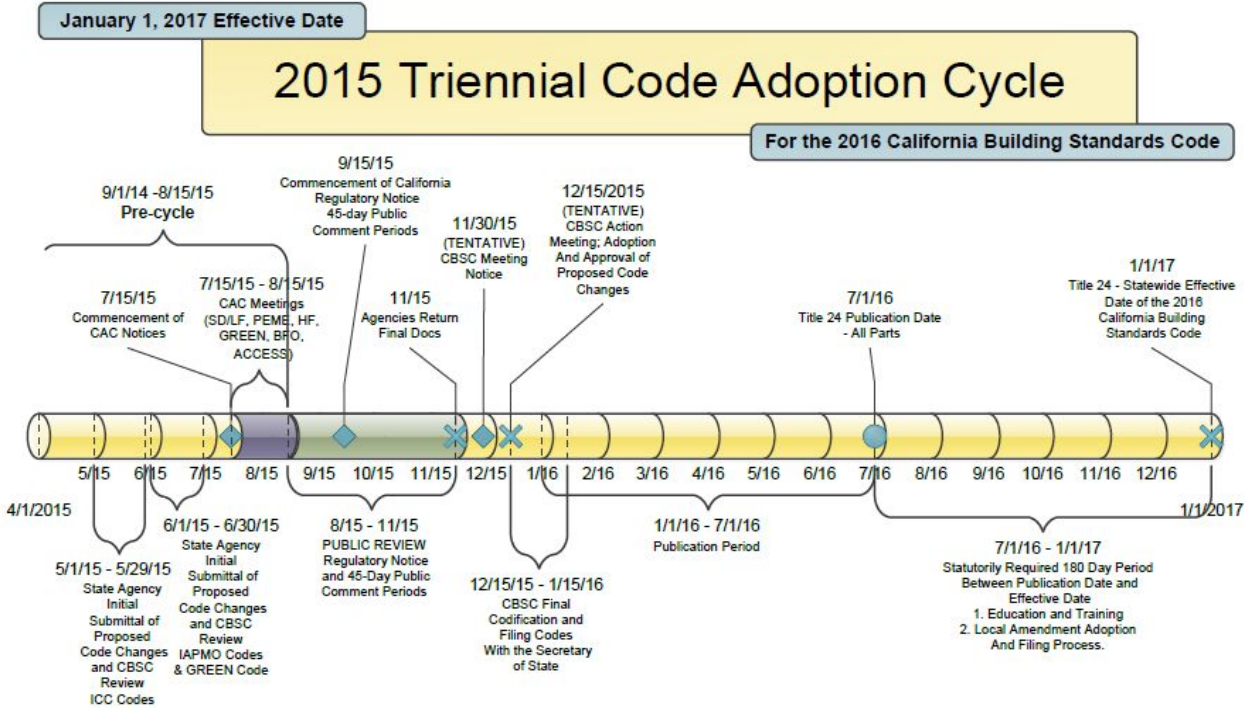
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk 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

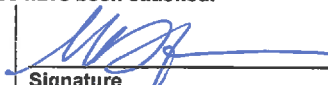
[18] Project Number	[19] Task Number	[20] Account, Object or Expenditure Code	[21] Fund	[22] Cost Center	[23] Activity Code
			06660120	12001	000000

[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.

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

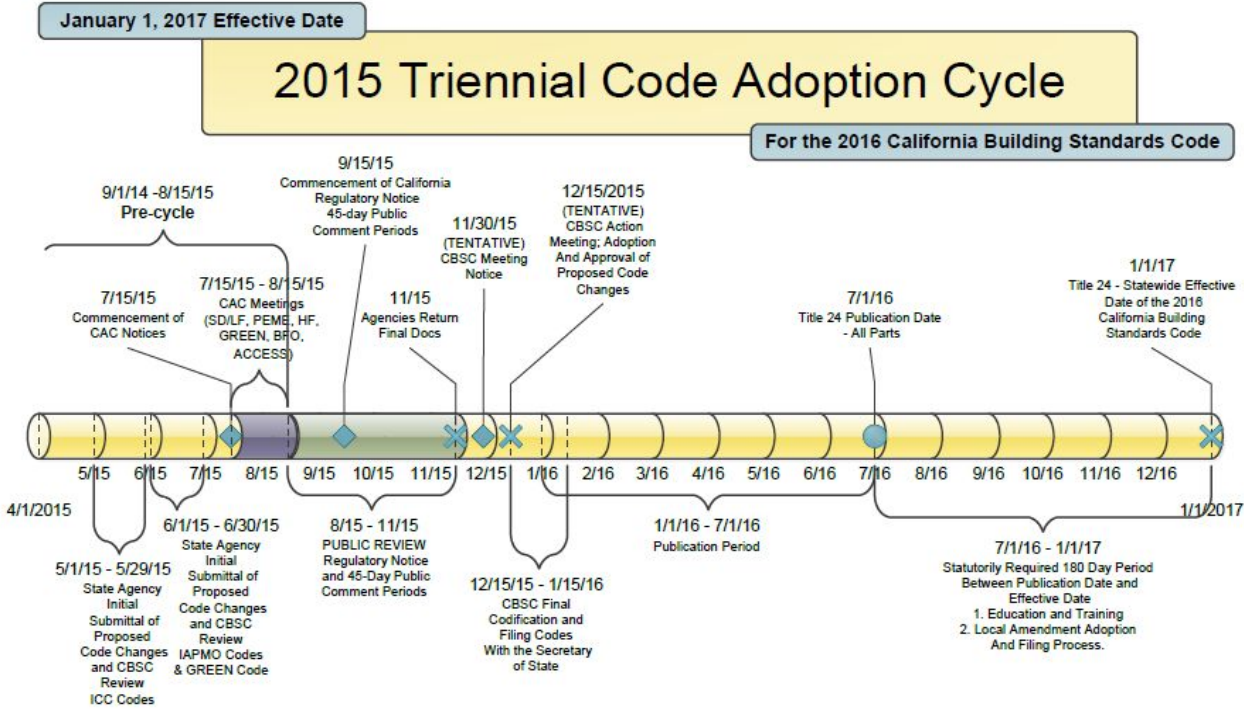
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government 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

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)
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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: [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: 2/29/2016 11:39:13 AM
Subject: FW: 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](#)

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 .

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
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 OBAS	MANAGER	ASSIGNED TO	Date Assigned to Analyst	CONTRACT STATUS *SEE DEFINITIONS	Analyst Notes	Sele
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	

Joneé Oden

Intake Analyst

Phone 916.375.4885

Fax 916.376.1778

Email jonee.oden@dgs.ca.gov

[// e. . A ov/A /o A / o rA A A e/Serv e 1250 A overServ e 2S.A](#)

[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, Joneé@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: Biedermann, Cynthia@DGS
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 3/16/2016 1:27:28 PM
Subject: FW: Request

'Clean' green state attached

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: Davis, Mariah@DGS
Sent: Wednesday, March 16, 2016 12:17 PM
To: Biedermann, Cynthia@DGS
Subject: RE: Request

See A A e .

Mariah Davis

Graphic Designer II, Communications & Policy Unit

Phone 916.445.3612

Email mariah.davis@dgs.ca.gov





From: Biedermann, Cynthia@DGS
Sent: Wednesday, March 16, 2016 10:40 AM
To: Davis, Mariah@DGS
Subject: RE: Request

No worries

We need a version **without** the *Conserve to Preserve* banner; can you send that

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: Davis, Mariah@DGS
Sent: Wednesday, March 16, 2016 10:34 AM
To: Biedermann, Cynthia@DGS
Subject: RE: Request

ere o o.

Sorr or e eA . o e o eSAeAr e O e e er A A A A mee r Am.

Mariah Davis

Graphic Designer II, Communications & Policy Unit

Phone 916.445.3612

Email mariah.davis@dgs.ca.gov



From: Biedermann, Cynthia@DGS
Sent: Tuesday, March 15, 2016 4:38 PM
To: Davis, Mariah@DGS
Subject: RE: Request

Thank you

Can you send it without the banner and bookmark additions We just need the green state

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: Davis, Mariah@DGS
Sent: Tuesday, March 15, 2016 4:34 PM
To: Biedermann, Cynthia@DGS
Subject: RE: Request

See A A e .

Mariah Davis

Graphic Designer II, Communications & Policy Unit

Phone 916.445.3612

Email mariah.davis@dgs.ca.gov



From: Biedermann, Cynthia@DGS
Sent: Tuesday, March 15, 2016 3:59 PM
To: Davis, Mariah@DGS
Subject: RE: Request

Smaller version to use on an 8.5 x 11 document

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: Davis, Mariah@DGS
Sent: Tuesday, March 15, 2016 3:49 PM
To: Biedermann, Cynthia@DGS
Subject: RE: Request

Oo A Are o or o o ee e e A er ver o Or A mA er ver o

Mariah Davis

Graphic Designer II, Communications & Policy Unit

Phone 916.445.3612

Email mariah.davis@dgs.ca.gov



From: Biedermann, Cynthia@DGS
Sent: Tuesday, March 15, 2016 3:38 PM
To: Davis, Mariah@DGS
Subject: Request

Mariah,

We're working on a couple of things here and could use a clean copy of the green state file. Could you send it to me

Thanks,

C

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

LEGEND

In the ICC published versions, marginal markings are provided to distinguish between text that is part of the International Codes and text that is part of the state regulations. Double vertical lines in the margins within the body of the codes indicate state amendments to the International Codes. These margin rules are shown as **Text in Red** . As in the standard printings of the International Codes, a single vertical line in the margins within the body of the code indicates a technical change from the previous edition of the International Codes. These margin rules are shown as **Text in Blue** .

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: 3/18/2016 10:18:51 AM
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

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: 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, Joneé@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 OBAS	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	
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Joneé Oden

Intake Analyst

Phone 916.375.4885

Fax 916.376.1778

Email jonee.oden@dgs.ca.gov

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

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

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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: 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

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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



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 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

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 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

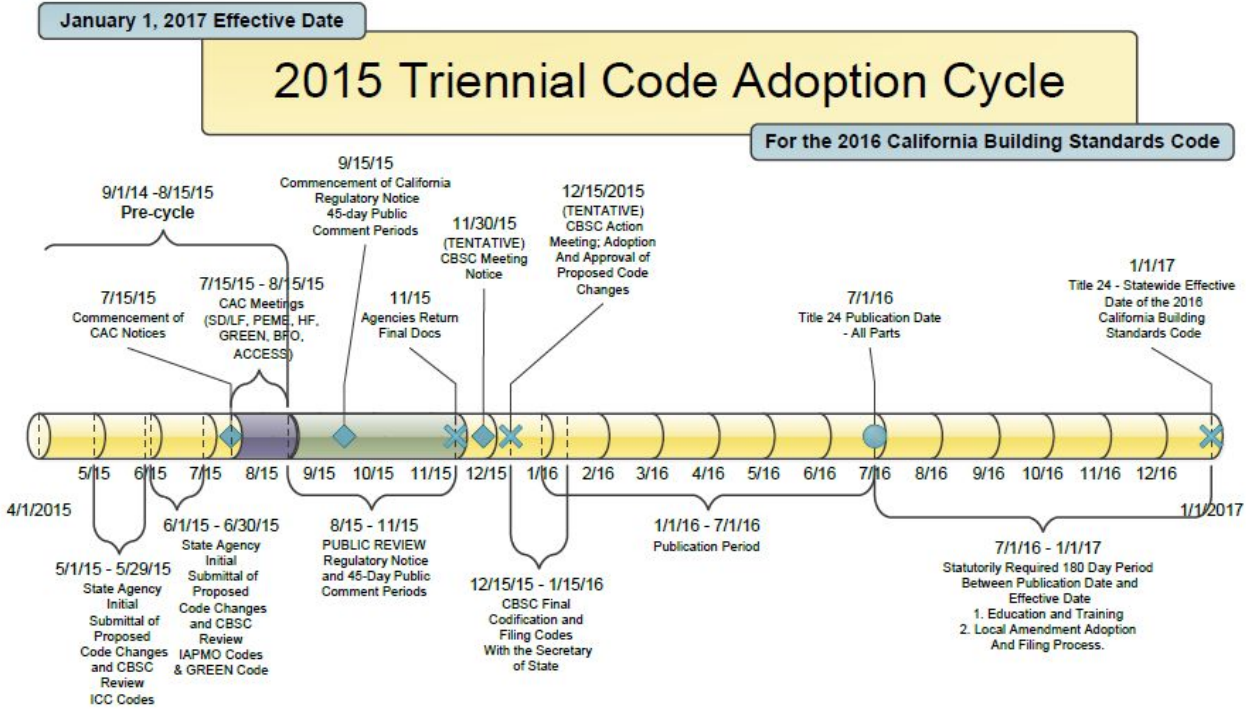
Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497

- 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 – 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

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: 3/25/2016 12:21:20 PM

Subject: Updated NFPA scope of work

Attachments: [NFPA 2016 PT 3 SOW - OBAS.docx](#)

Hi Bruce, I went through and updated the SOW for the NFPA contract. Please take a look and let me know if you have any comments 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.delaMotte@dgs.ca.gov
Date: 3/28/2016 7:42:15 AM
Subject: RE: Updated NFPA scope of work

Great – I will work on this and finishing up the IAPMO agreement this week. The term is currently listed as four years. I will adjust those to match up with the term of the NCBs which both end on 12/31/2019. The term will look something like:

1. **TERM**

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

Thanks Leann

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, March 25, 2016 12:21 PM
To: Betts, Bruce@DGS
Subject: Updated NFPA scope of work

Hi Bruce, I went through and updated the SOW for the NFPA contract. Please take a look and let me know if you have any comments 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.delaMotte@dgs.ca.gov
Date: 3/28/2016 10:06:55 AM
Subject: RE: Updated NFPA scope of work

I don't believe the term of the agreement can exceed the term of the NCB. The NCB ends on Dec 2019. A four year term would exceed the NCB by 4 months. I believe when OBAS suggested a four year term, it was related to the ICC agreement and that was in Dec 2015. At that time a four year term was feasible and would not exceed the NCB. Let me know what you would like to do.

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: Monday, March 28, 2016 10:02 AM
To: Betts, Bruce@DGS
Subject: RE: Updated NFPA scope of work

Hi Bruce,

OBAS had suggested we set the Term to four years so that there would be overlap between the contracts and the NCBs. We would like to keep the term at 4 years.

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, March 28, 2016 7:42 AM
To: de la Motte, Leann@DGS
Subject: RE: Updated NFPA scope of work

Great – I will work on this and finishing up the IAPMO agreement this week. The term is currently listed as four years. I will adjust those to match up with the term of the NCBs which both end on 12/31/2019. The term will look something like:

1. TERM

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

Thanks Leann

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, March 25, 2016 12:21 PM
To: Betts, Bruce@DGS
Subject: Updated NFPA scope of work

Hi Bruce, I went through and updated the SOW for the NFPA contract. Please take a look and let me know if you have any comments 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



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.

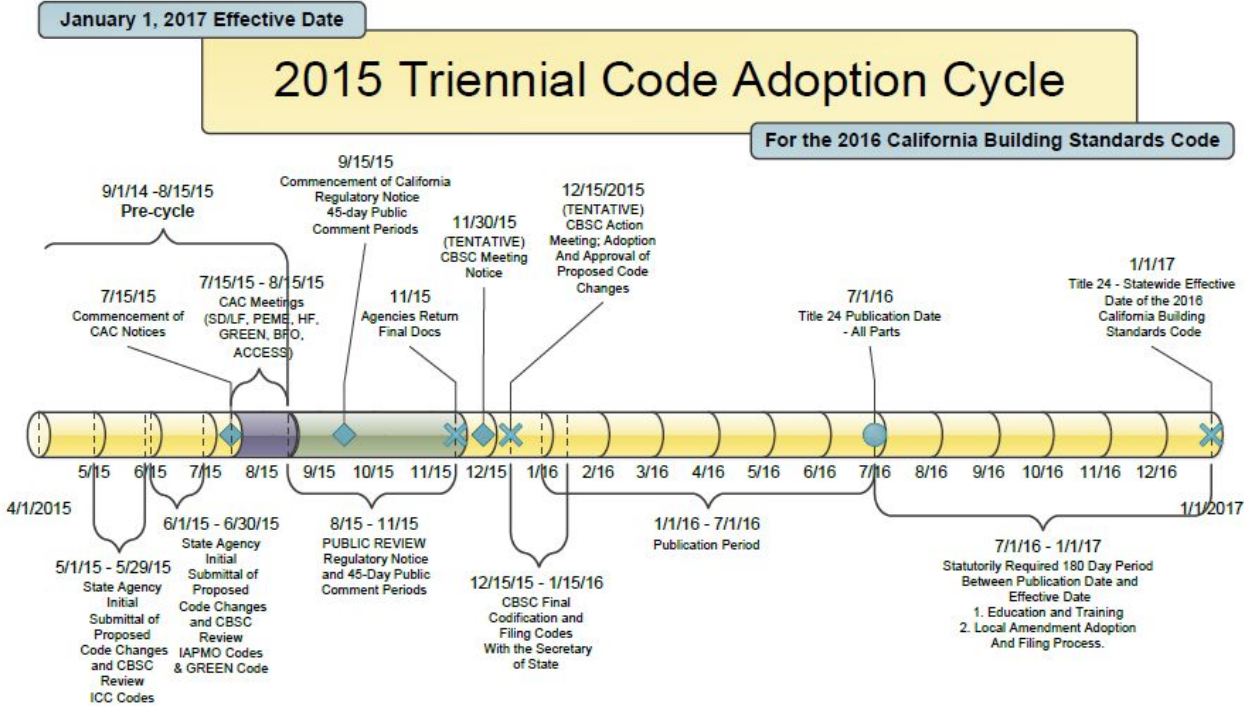
- A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- 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:

- SD/LF – 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

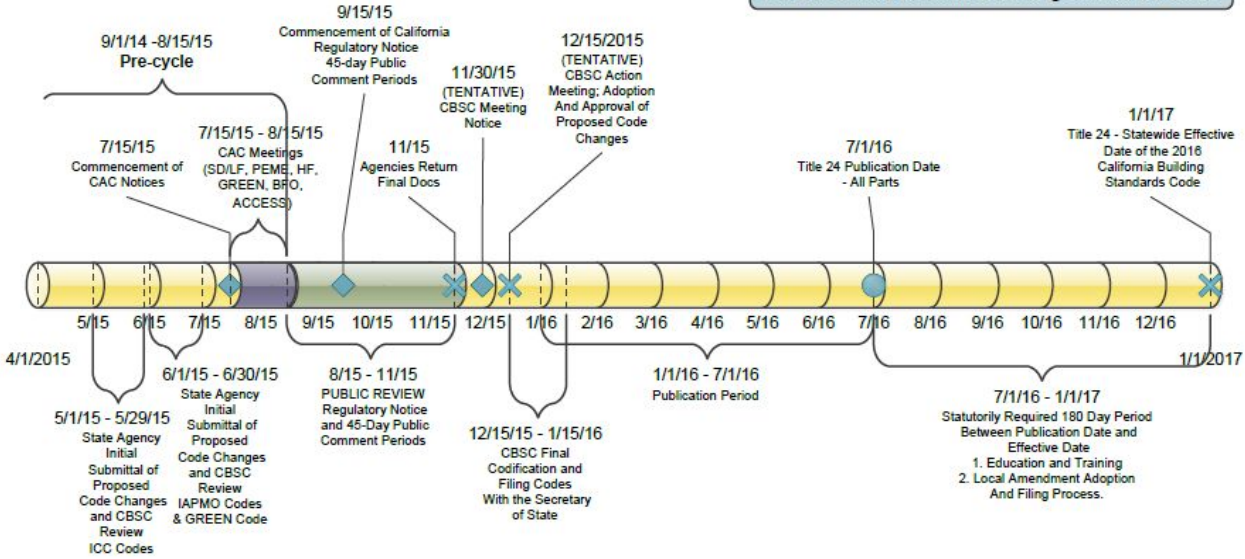
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ATTACHMENT C

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: 3/30/2016 7:54:59 AM
Subject: NFPA & IAPMO Agreements
Attachments: [NFPA 2016 PT 3 SOW - OBAS.docx](#)
[IAPMO 2016 SOW - OBAS.docx](#)

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

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(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	<p>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.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>		
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p>		
	<p>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</p>		<p>E-MAIL ADDRESS</p>
	<p>MAILING ADDRESS</p>		<p>BUSINESS ADDRESS</p>
	<p>CITY, STATE, ZIP CODE</p>		<p>CITY, STATE, ZIP CODE</p>
3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p> <input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> <input type="checkbox"/> ALL OTHERS </p>		<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
CHECK ONE BOX ONLY	<p> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> </p> <p style="text-align: right; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>		
4	<p> <input 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. </p>		
5	<p style="text-align: center;">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.</p>		
	<p>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</p>		<p>TITLE</p>
	<p>SIGNATURE</p>	<p>DATE</p>	<p>TELEPHONE ()</p>
6	<p>Please return completed form to:</p> <p>Department/Office: _____</p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/Zip: _____</p> <p>Telephone: (____) _____ Fax: (____) _____</p> <p>E-mail Address: _____</p>		

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 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 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, 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 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. 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 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 CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD 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 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. 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 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>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 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.

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, 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 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. 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 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 CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD 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 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. 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 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>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.

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: 3/30/2016 8:44:45 AM

Subject: FW: 2016 California Building Standards Code Publication Agreements

Attachments: [307 CCC.doc](#)
[Bidder Declaration.pdf](#)
[std204 Blank.pdf](#)
[CUF Eval Form for AA.docx](#)
[3187607.CSBC.ICC 2016 CODE 16811 12 SOW - OBAS.docx](#)
[3187605.CSBC.ICC 2016 CODE 2 2 5 9 10 SOW - OBAS.docx](#)

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, February 22, 2016 10:07 AM

To: 'mjohnson@icc-es.org'

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

12/17/2016

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: [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
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: ["Casey Thomas" CThomas@icc-es.org](mailto:CThomas@icc-es.org)
Date: 4/4/2016 7:32:56 AM
Subject: RE: 2016 California Building Standards Code Publication Agreements

No worries on the subcontractor issue Casey. We have vendors that change subcontractors frequently and update their bidder dec forms. For now those blocks can be left blank and once the subcontracts have been executed you can send me updated bidder dec forms and I will update the files. Thanks The next step, once CBSC has signed off on ICC's edits, is I will send you to contract face sheets (STD 213) and a final version of the agreement. This will be what Mr. Johnson signs. 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.

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.

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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For Title 24, Part 2, Volume 2

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For Title 24, Part 9

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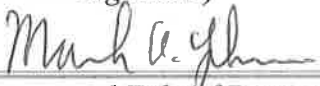
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CCC-307

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

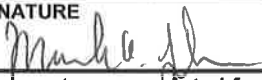
Acquisition Analyst's Certification:

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: - -	
CHECK ONE BOX ONLY		(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
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>								

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: 4/4/2016 7:36:24 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](#)

Hi Leann,

ICC has returned contracts #3187607 and #3187605 with their edits. I don't have any concerns with the edits they 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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BreA A 2 21

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.

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: [Marvelli, Mia@DGS](mailto:Marvelli_Mia@DGS)

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

Date: 4/4/2016 11:31:33 AM

Subject: Accepted: Discuss ICC contracts

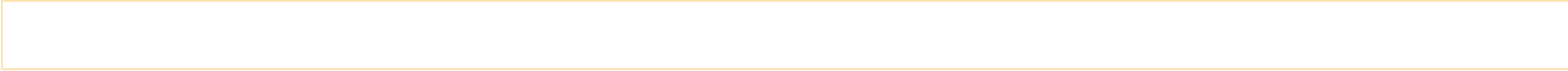


EXHIBIT A

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.

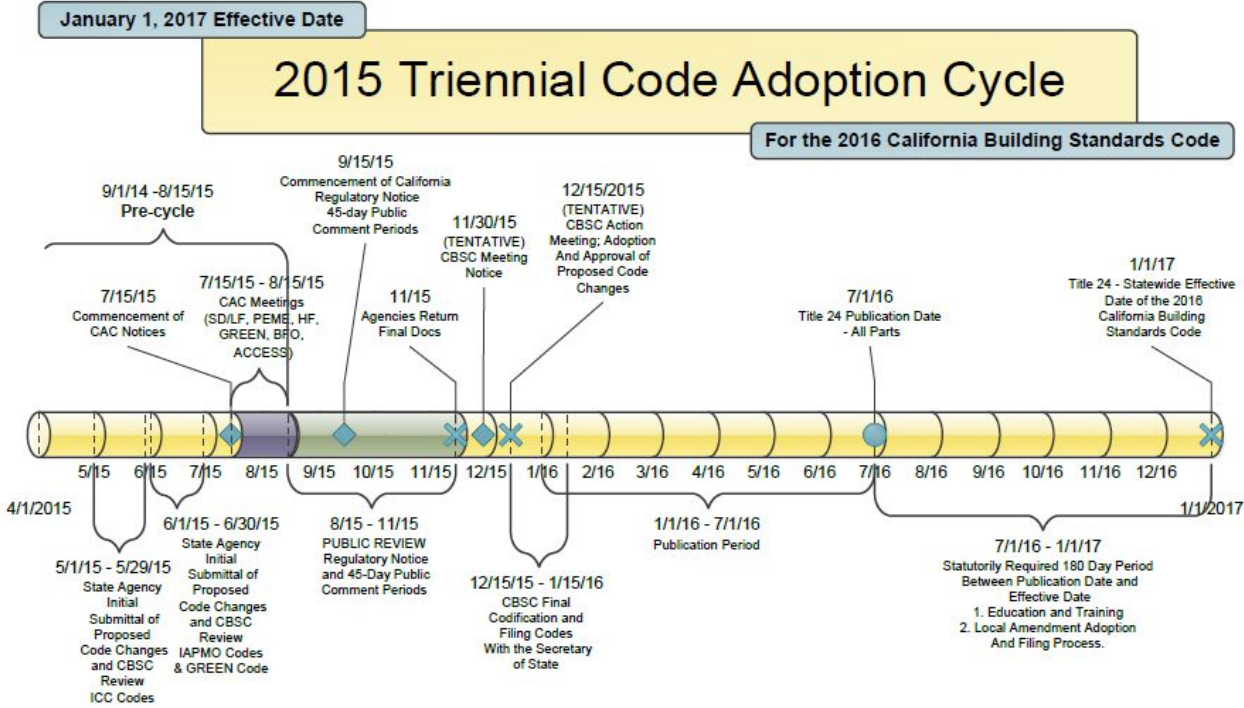
- A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- 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:

- SD/LF – 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

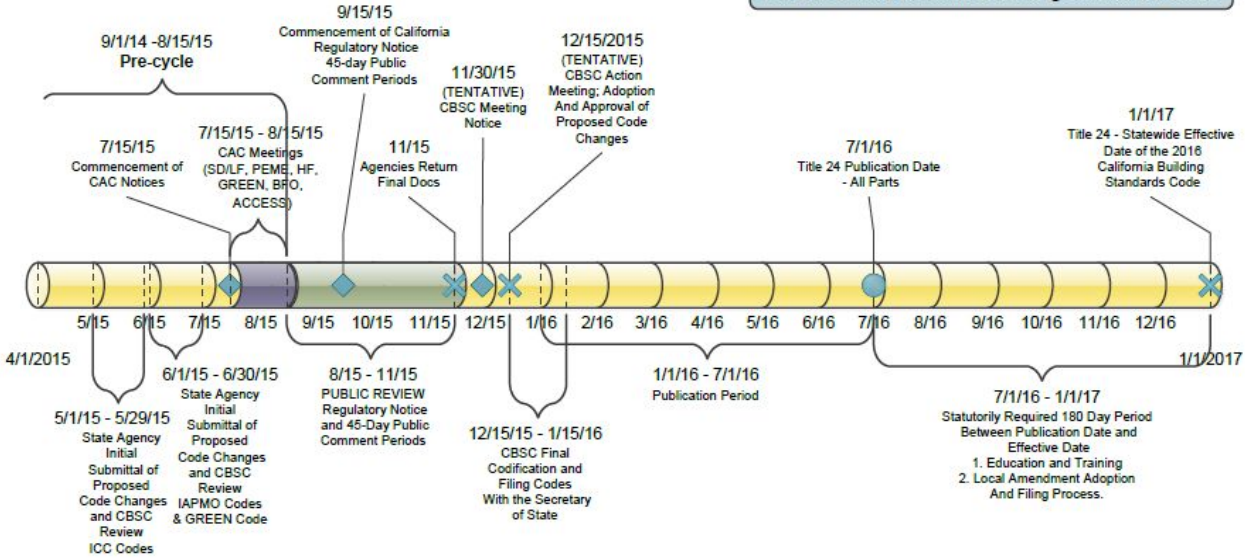
- Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law 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

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(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	<p>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.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>														
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) _____														
	SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____		E-MAIL ADDRESS _____												
	MAILING ADDRESS _____		BUSINESS ADDRESS _____												
	CITY, STATE, ZIP CODE _____		CITY, STATE, ZIP CODE _____												
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>					-									<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>
				-											
<input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> <input type="checkbox"/> ALL OTHERS															
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td><td> </td></tr></table>					-				-					
			-				-								
	(SSN required by authority of California Revenue and Tax Code Section 18646)														
4 PAYEE RESIDENCY STATUS	<input 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	<p>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.</p>														
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____		TITLE _____												
	SIGNATURE _____	DATE _____	TELEPHONE () _____												
6	<p>Please return completed form to:</p> <p>Department/Office: _____</p> <p>Unit/Section: _____</p> <p>Mailing Address: _____</p> <p>City/State/Zip: _____</p> <p>Telephone: () _____ Fax: () _____</p> <p>E-mail Address: _____</p>														

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 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 02169-747 (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.

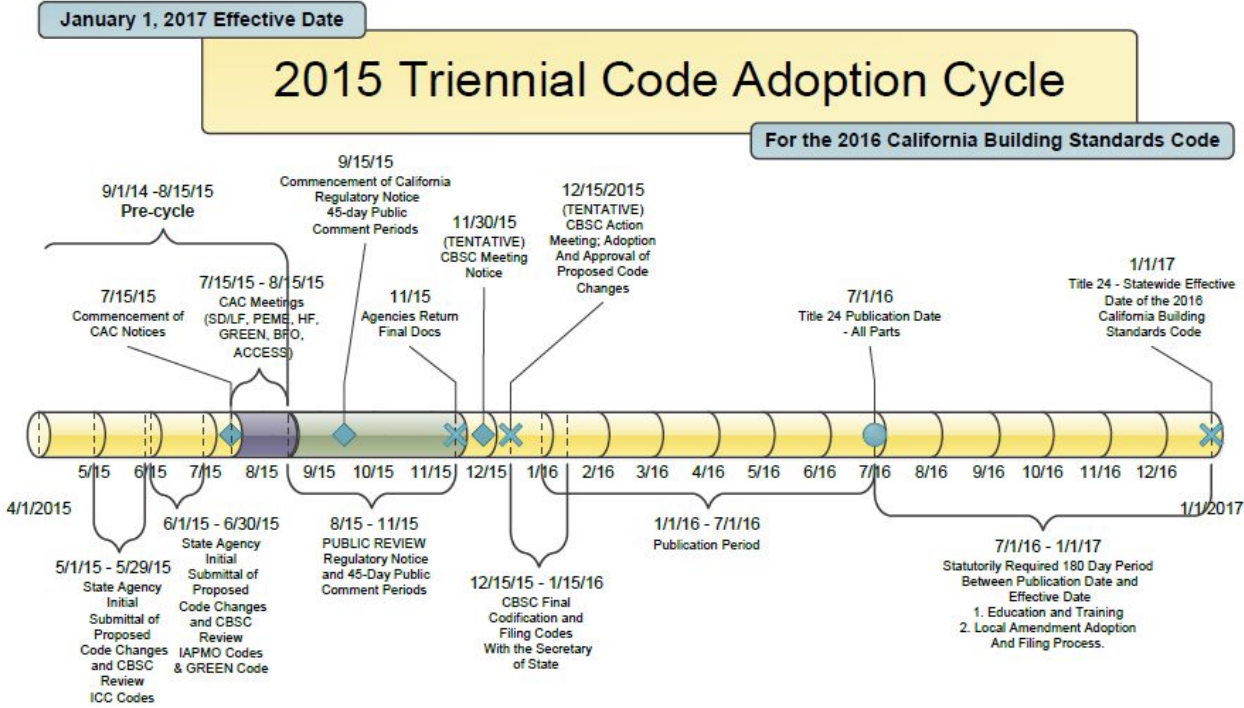
- A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- 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:

- SD/LF – 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: drose@nfpa.org
Date: 4/5/2016 7:42:09 AM
Subject: 2016 California Electrical Code Publication Agreement
Attachments: [307 CCC.doc](#)
[Bidder Declaration.pdf](#)
[std204 Blank.pdf](#)
[CUF Eval Form for AA.docx](#)
[3188107.BSC.2016 California Electrical Code Publication Agreement.docx](#)

Good Morning Debra,

I am the Acquisition Analyst in the Office of Business and Acquisition Services (OBAS) assigned to assist with the execution of Contract #3188107 for the 2016 California Electrical Code Publication Agreements for the Department of General Services, Building Standards Commission. I have attached draft copies 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 contrac [Redacted]

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

o rA or F A
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: ["Rose, Debra" drose@nfpa.org](mailto:drose@nfpa.org)
To: ["Betts, Bruce@DGS" Bruce.Betts@dgs.ca.gov](mailto:Bruce.Betts@dgs.ca.gov)
Date: 4/5/2016 7:46:07 AM
Subject: RE: 2016 California Electrical Code Publication Agreement

Hello Bruce,

This is to acknowledge receipt of your email. We will do our best to meet your deadline of April 8, 2016.

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 Betts <Bruce.Betts@dgs.ca.gov>
Sent: Tuesday, April 5, 2016 10:24 AM
To: Rose, Debra <drose@nfpa.org>
Cc: Debra Rose <drose@nfpa.org>
Subject: 2016 California Electrical Code Publication Agreement

Good Morning Debra,

I am the Acquisition Analyst in the Office of Business and Acquisition Services (OBAS) assigned to assist with the execution of Contract #3188107 for the 2016 California Electrical Code Publication Agreements for the Department of General Services, Building Standards Commission. I have attached draft copies 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

o rA or F A
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

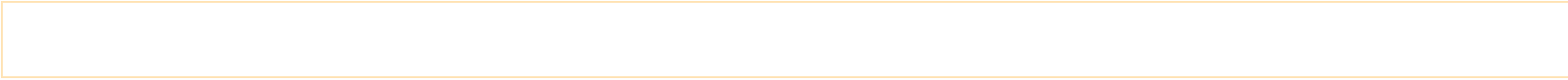
Department of General Services State of California

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



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

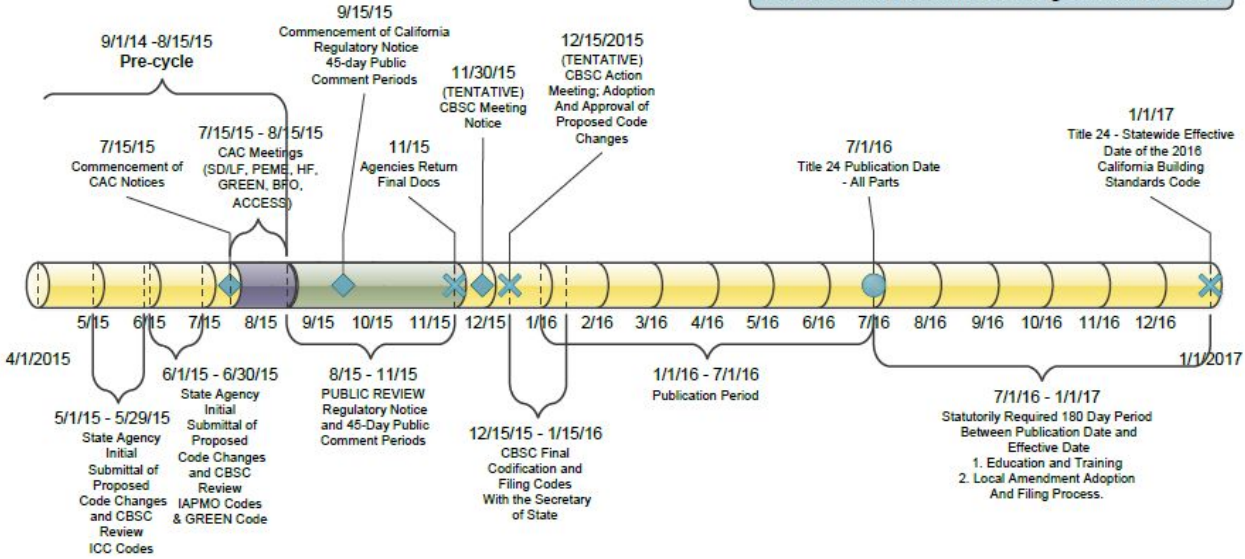
Law Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

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
To: Russ.Chaney@iapmo.org
Date: 4/5/2016 7:51:48 AM
Subject: 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](#)

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 COA 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 contrac [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: [Biedermann, Cynthia@DGS](mailto:Biedermann_Cynthia@DGS)
To: ["Betts, Bruce@DGS"](mailto:Betts_Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 4/5/2016 9:17:27 AM
Subject: FW: IAPMO - NFPA Contracts

Good morning Bruce

I intended to include you on the following update concerning the publishing contracts

We'll keep you posted.

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: Biedermann, Cynthia@DGS
Sent: Tuesday, April 05, 2016 9:15 AM
To: Marvelli, Mia@DGS
Cc: Benny, Katrina@DGS (Katrina.Benny@dgs.ca.gov); Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: IAPMO - NFPA Contracts

Both organizations have acknowledged that they plan to review the contracts ASAP.

NFPA plans to review today. Russ/IAPMO is out of town but will have the agreements reviewed and assuming all is acceptable will sign the agreement on Friday.

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: Day, Kevin@DGS
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov](mailto:Mia.Marvelli@dgs.ca.gov)
Date: 4/5/2016 9:26:38 AM
Subject: RE: IAPMO - NFPA Contracts

Hi Cynthia,

I'm sorry I wasn't able to participate in yesterday's teleconference with OBAS. Thanks so much for your continued hard work and diligence on the contracts, and for keeping us in the loop

Kevin Day
916.263.0355

From: Biedermann, Cynthia@DGS
Sent: Tuesday, April 05, 2016 9:15 AM
To: Marvelli, Mia@DGS
Cc: Benny, Katrina@DGS; Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: IAPMO - NFPA Contracts

Both organizations have acknowledged that they plan to review the contracts ASAP.

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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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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.



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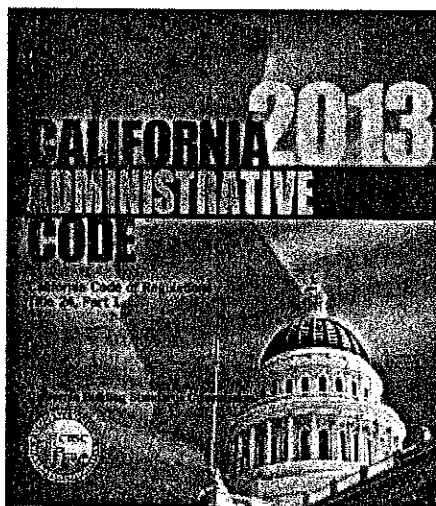
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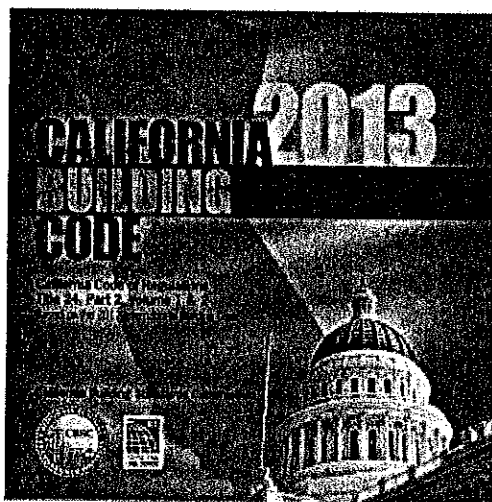
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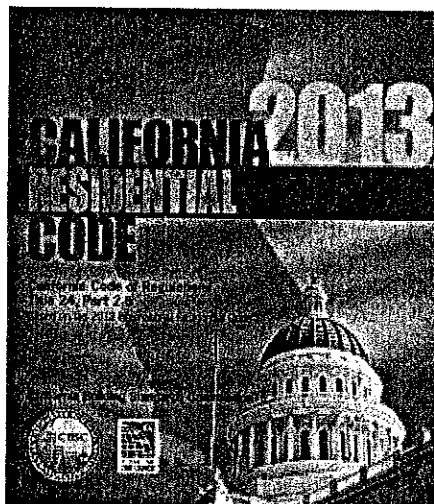
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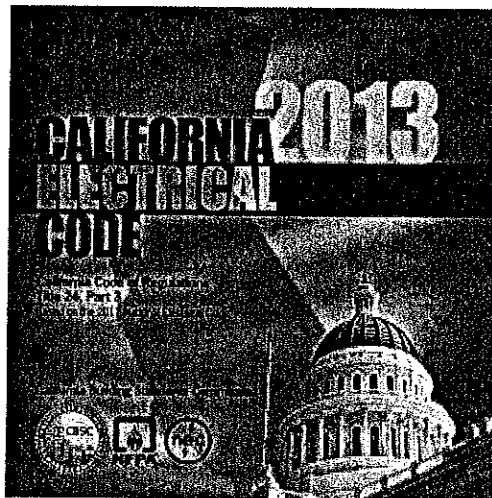
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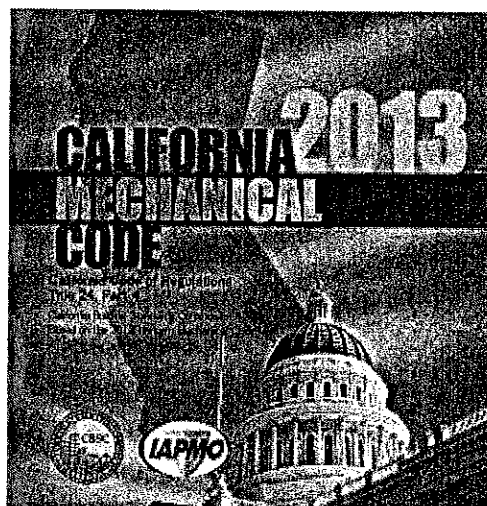
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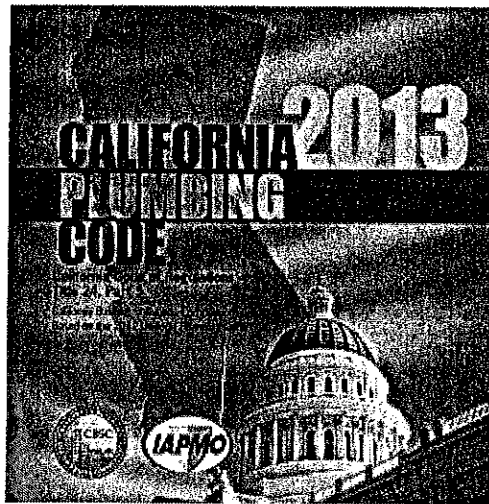
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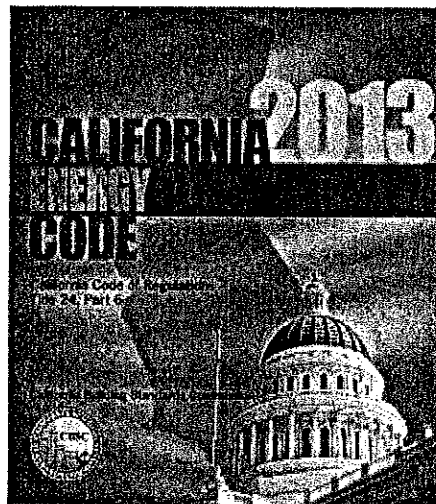
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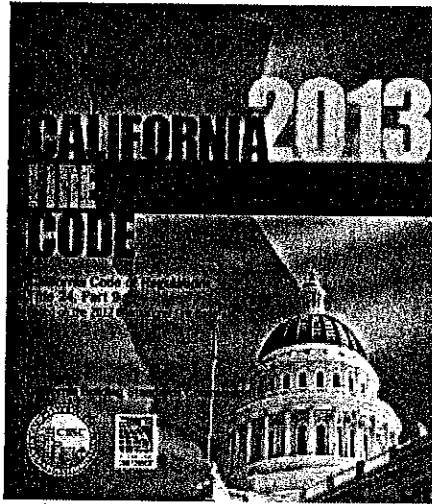
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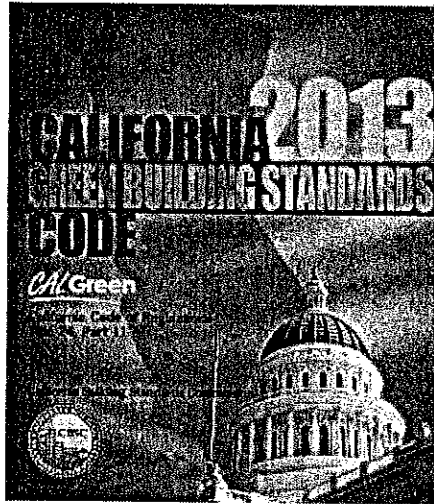
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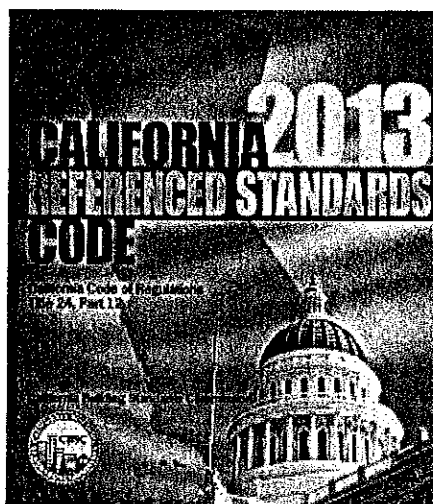
2013 California Fire Code, Title 24, Part 9

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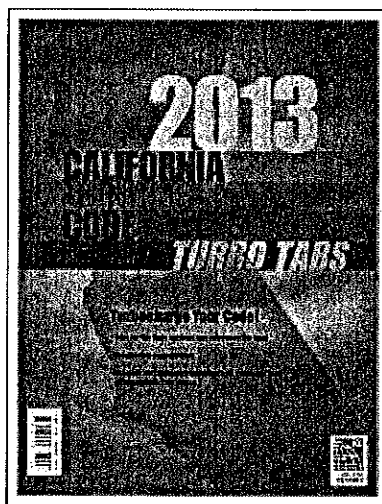
2013 California Green Building Standards Code, Title 24, Part 11 (CALGreen)

As low as: \$43.00



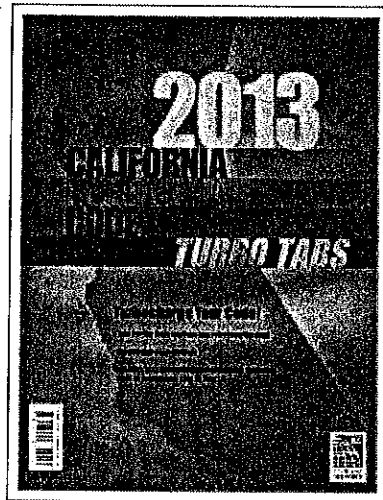
2013 California Referenced Standards Code, Title 24, Part 12

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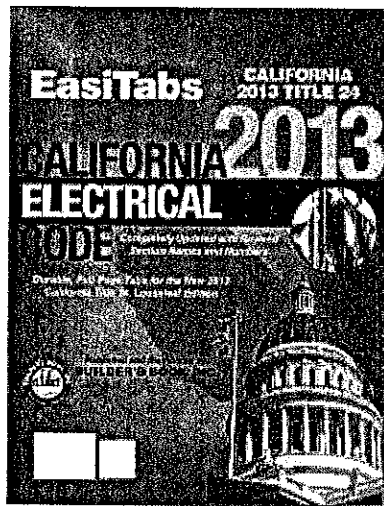
Turbo Tabs: 2013 California Building Code, Title 24, Part 2

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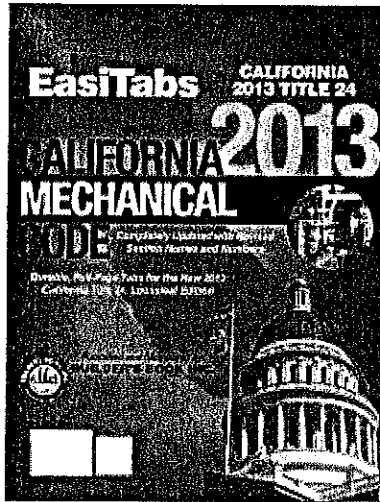
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EasiTabs: 2013 California Electrical Code Title 24, Part 3

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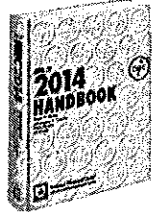
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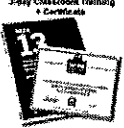
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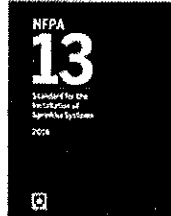


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Updates in the 2016 NFPA 13: Standard for the Installation of Sprinkler Systems help designers, engineers, contractors, and installers develop the best fire sprinkler defense for any occupancy.

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.

2015 Fire Safety Sports Box for 200 includes:

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- 200 Sparky's Team Up for Fire Safety Soft Slap Bracelets
- 200 Sparky's Team Up for Fire Safety Drawstring Sports Bags
- 200 Sparky's Team Up for Fire Safety Tattoos
- 200 Sparky's Team Up for Fire Safety Water Bottles**

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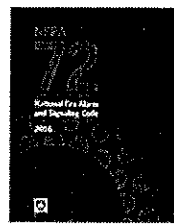


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State-of-the-art coverage in the 2016 NFPA 72®: National Fire Alarm and Signaling Code reflects new technologies and applications.

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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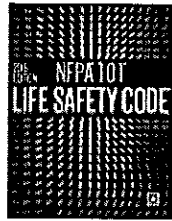
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Protect people where they live, work, and play with NFPA's *Life Safety Code* -- the most widely used source for strategies for occupant safety throughout the life cycle of a building. As the built environment and risks evolve, so do the challenges 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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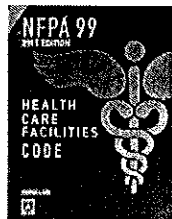
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Building on its successful risk-based approach, the 2015 edition of *NFPA 99: Health Care Facilities Code* improves usability for better health care safety.

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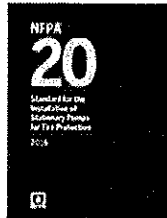
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The 2016 NFPA 20 expands requirements to cover new technology and address communication gaps.

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.

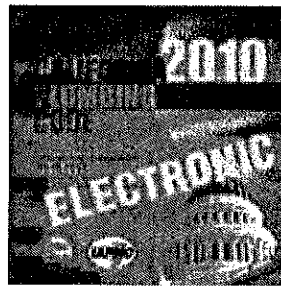
Added coverage of multistage multiport pumps – which are used primarily outside of North America – offers new options to system designers and engineers. These pumps replace a series arrangement, with new potential for end-user cost savings.

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.

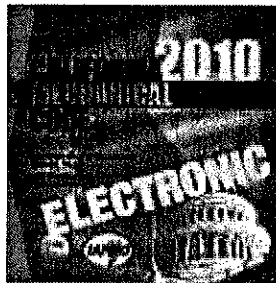
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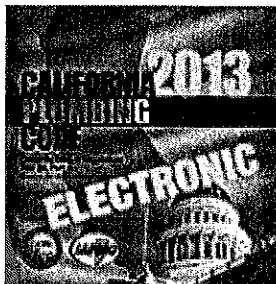
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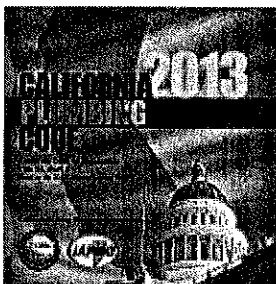
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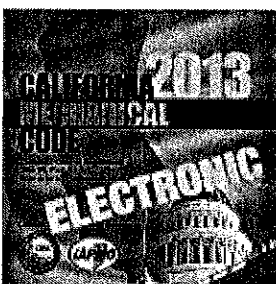
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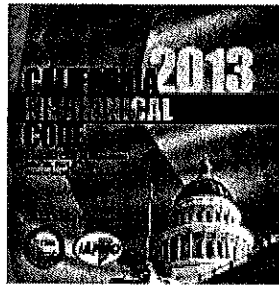
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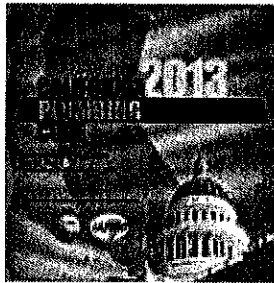
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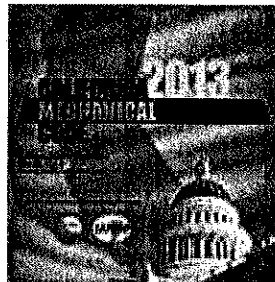
2013 California Plumbing Code on CD-Rom

Become a member and save

Item #: 10-13CACD

Quantity:

Add to Cart



Regular price: \$101.00

Member price: \$80.80

2013 California Mechanical Code on CD-Rom

Become a member and save

Item #: 12-13CACD

Quantity:

Add to Cart

«« Start « Prev 1 Next » End »»

Display #

Results 1 - 16 of 16

[View My Cart/Checkout](#)

© Copyright 2016 - International Association of Plumbing and Mechanical Officials
[Policy](#)

[Privacy](#)

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.

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- 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

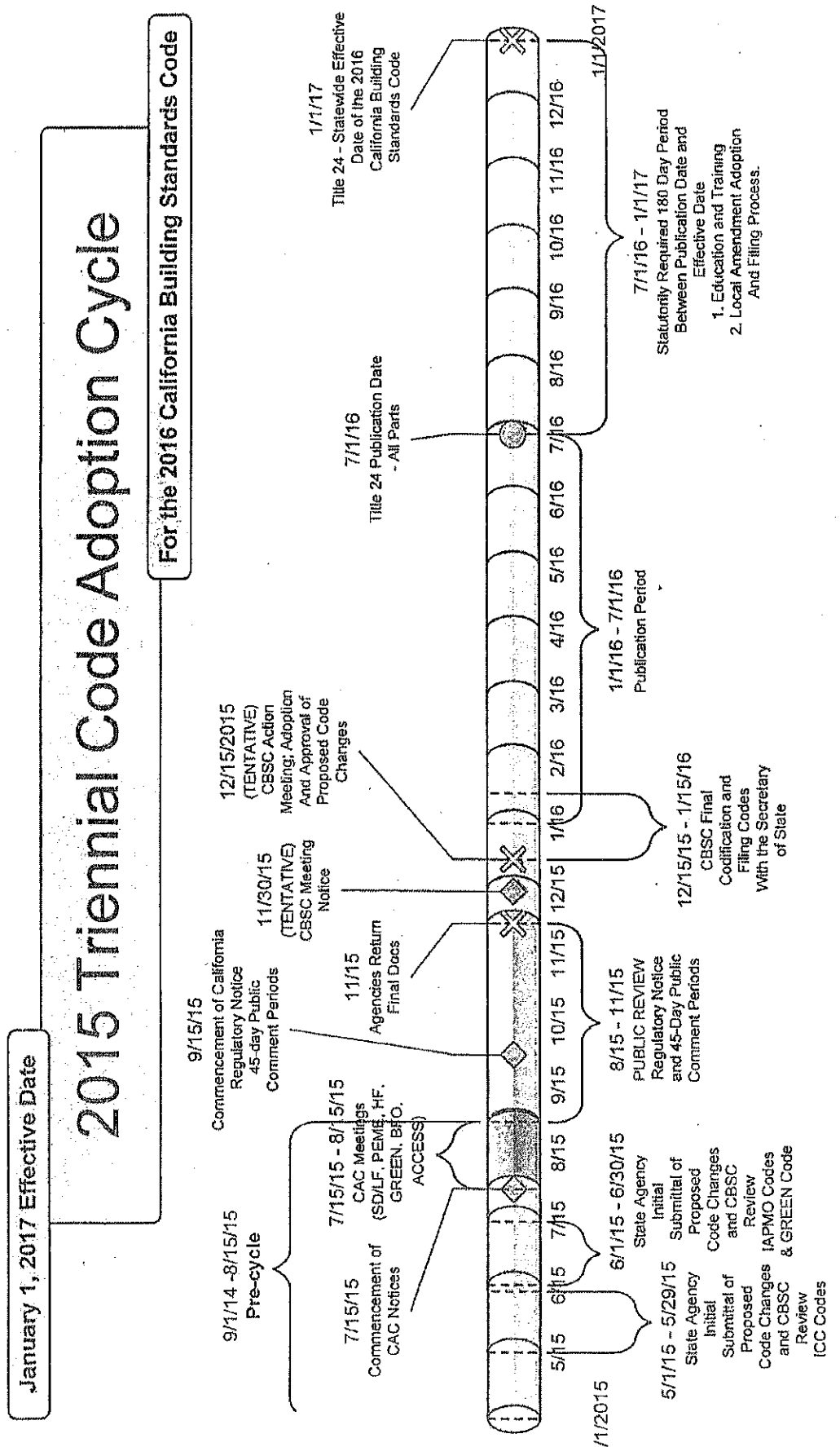
- Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA
92410
San Bernardino Valley 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

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

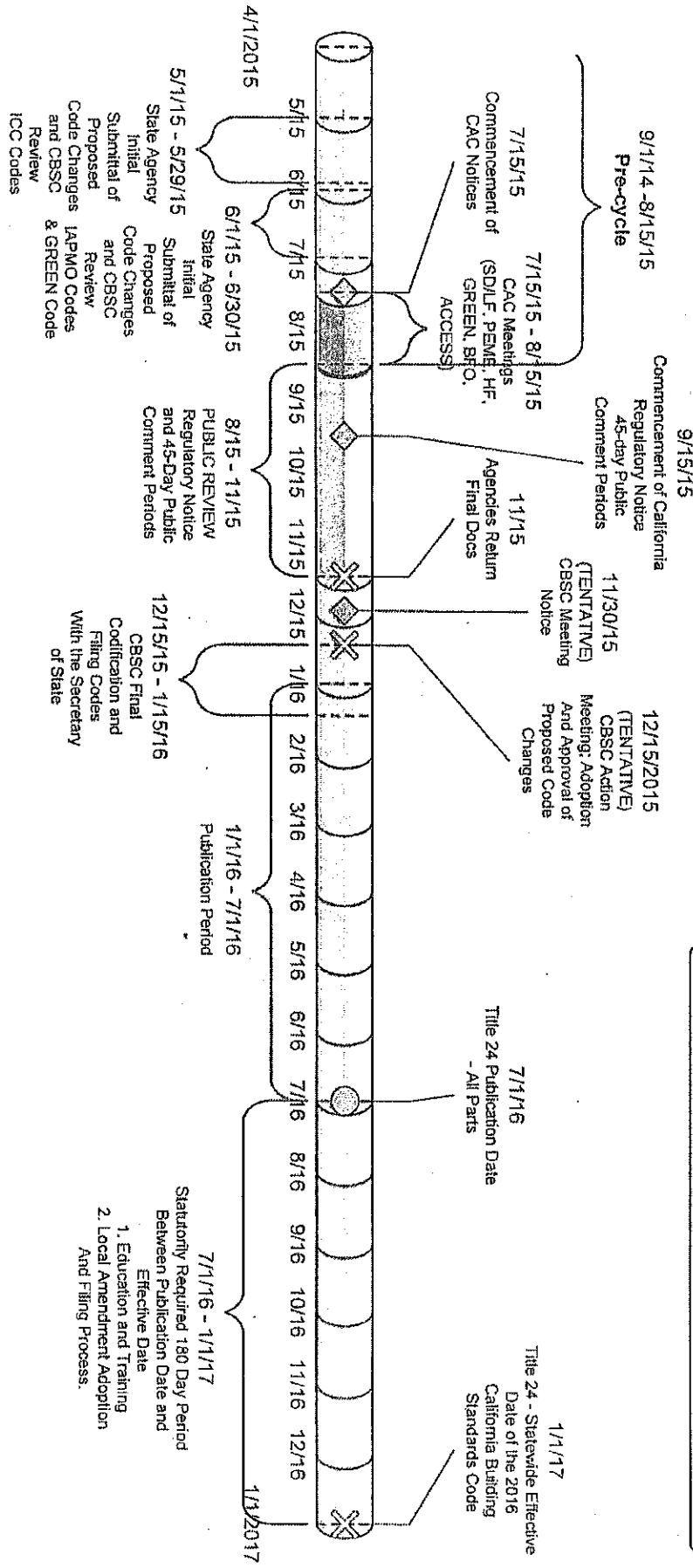
State Agencies

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.

- 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

Exhibit A, Attachment C

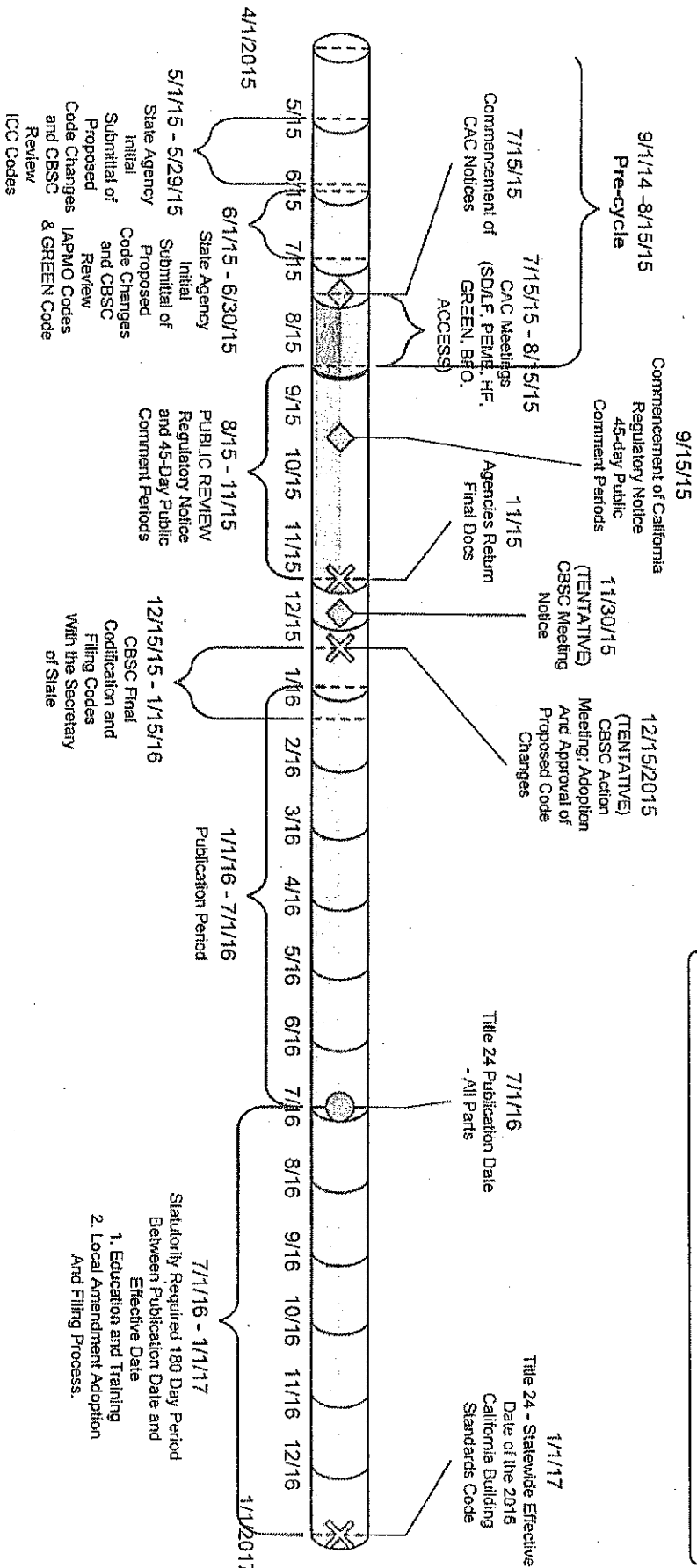
State Agencies

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 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: [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 3:30:51 PM
Subject: RE: 2016 ICC Code Publication Agreements

Yes – I see that. Thanks. I'll fix that and get them off to ICC 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: de la Motte, Leann@DGS
Sent: Wednesday, April 06, 2016 3:29 PM
To: Betts, Bruce@DGS
Subject: RE: 2016 ICC Code Publication Agreements

Thank you Bruce,

We noticed on the 3187607 contract some of the attachment pages are in the wrong order and/or duplicated. Other than that, everything looks good to go

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)*

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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: 4/11/2016 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

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

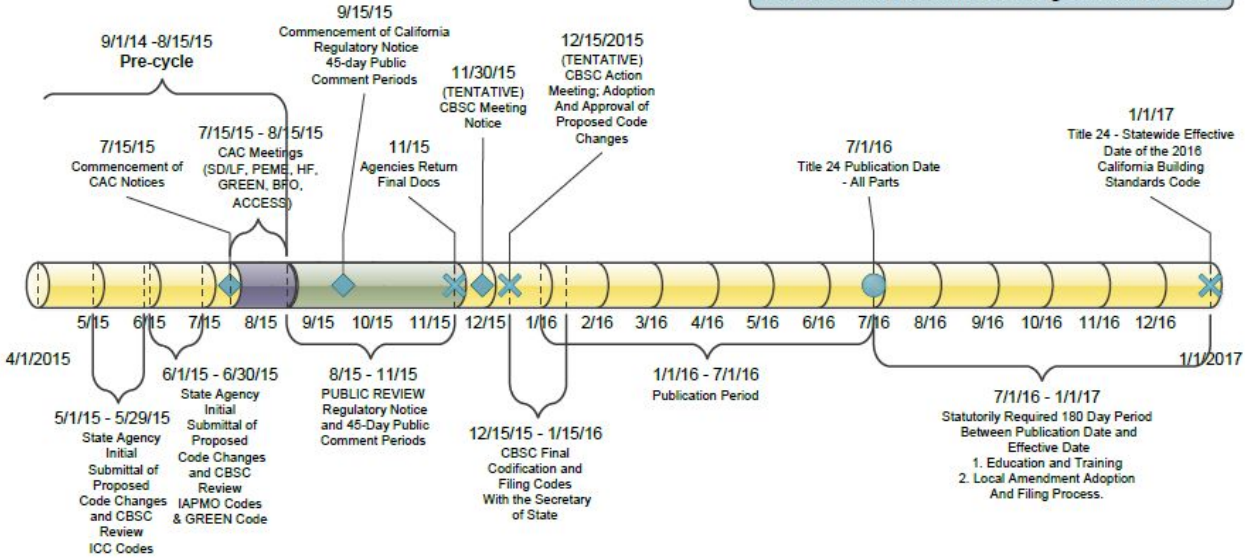
Law Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

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

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](#)
Cc: o eBo A [mo e. o A A mo.or](#) Fro A rA S [A rAFro . A ov](#)
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

Br e

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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: 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 .
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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: 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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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: [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: [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: 4/12/2016 9:46:49 AM
Subject: RE: ICC Publication Agreements #3187605 & #3197607

Will do Katrina. I will keep it at my desk.

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 12, 2016 9:37 AM
To: Betts, Bruce@DGS; de la Motte, Leann@DGS
Cc: Biedermann, Cynthia@DGS; Frost, Laura@DGS
Subject: RE: ICC Publication Agreements #3187605 & #3197607
Importance: High

Bruce,

Because we are on such tight deadlines, please don't send this through IA mail – we need to be at the ZIG today for a meeting and will pick the documents up for signature.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Tuesday, April 12, 2016 9:33 AM
To: de la Motte, Leann@DGS
Cc: Benny, Katrina@DGS; Biedermann, Cynthia@DGS; Frost, Laura@DGS
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

12/17/2016

From: [Frost, Laura@DGS](mailto:Frost_Laura@DGS)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
["Betts, Bruce@DGS" Bruce.Betts@dgs.ca.gov](mailto:Bruce.Betts@dgs.ca.gov)
["de la Motte, Leann@DGS" Leann.delaMotte@dgs.ca.gov](mailto:Leann.delaMotte@dgs.ca.gov)
Date:
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 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

In agreements in which only in kind services are used and in which the performance is other than monetary, the consideration must be valued on a monetary basis for the purpose of determining whether DGS/OLS approval is required.

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.

As a general rule, DGS/OLS approval is required on all services contracts over \$50,000; or at \$150,000 and above if an agency has applied for and received this higher exemption level (see SCM 1, section 4.05). The approval requirement applies to all non-IT services contracts, including but not limited to consulting services and

interagency agreements, subject to express exemptions identified in section 4.04 below.

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: Benny_Katrina@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
["de la Motte, Leann@DGS"](mailto:de_la_Motte_Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 4/12/2016 10:53:57 AM
Subject: RE: four publishing contracts
Attachments: [RE: Consideration Value of Code Publications.msg](#)

Mia,

We have been working on this and going round and round with contracts – please see the attached email that we have been involved with.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Marvelli, Mia@DGS
Sent: Tuesday, April 12, 2016 10:16 AM
To: Biedermann, Cynthia@DGS; de la Motte, Leann@DGS
Cc: Nearman, Michael@DGS; Benny, Katrina@DGS
Subject: four publishing contracts

I just spoke to Jonette and she asked if we could reach out to the publishers and find out what is the estimated value for each contract. Even though the state does not profit from the sale or pays the publisher for the publication; the estimate is needed to show estimated value of each contract.

Please include the contract numbers for her reference.

ICC Parts 2, 2.5, 9, 10

ICC Parts 1, 6, 8, 11

BNi Part 3

IAPMO Parts 4, 5

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

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

AGREEMENT NUMBER 3188106
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	International Association of Building and Mechanical Officials
- 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	6 Pages
Exhibit A, Attachment A – Depository Libraries	2 Pages
Exhibit A, Attachment B – Selective Depository Libraries	4 Pages
Exhibit A, Attachment C – Code Adoption Cycle	1 Page
Exhibit B – Payment and Compensation Provisions	3 Pages
Exhibit C* – General Terms and Conditions	GTC - 610

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

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



CONTRACTOR		<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 Building and Mechanical Officials		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING G.P. Russ Chaney, Chief Executive Officer		
ADDRESS 5001 E. Philadelphia St., Ontario, CA 91761		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Building Standards Commission		<input type="checkbox"/> Exempt per:
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		

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 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 annual amendments to the 2016 CMC/CPC (hereinafter referred to as the "2016 CMC/CPC Supplements"), errata supplements, and emergency supplements; and

2. TERM

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

3. PROJECT REPRESENTATIVES

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

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

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

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

4. PERFORMANCE DETAILS

Grant of License for CMC/CPC.

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

1. Publish, print, reprint and distribute all or any pages of the Licensed Property that have been modified by CBSC, upon the following terms and conditions: In the event that IAPMO breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fail to make available for sale the Code, then CBSC may cause to print and publish all or any pages of the Code that have been modified by CBSC

for its use and for sale to the public until publishing thereof is recommenced by IAPMO or until one hundred and eighty (180) days after publication of the next edition of the CMC/CPC, whichever occurs first, without compensating IAPMO. If at any time prior to the discontinuation of publication by IAPMO the Code becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, the CBSC may without being in violation of the non-transferable license provision hereof, cause to print and publish any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until IAPMO recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CMC/CPC, whichever occurs first, without compensating IAPMO.

2. Make such changes to the Licensed Property as CBSC determines are required for the Code.
3. Affix copyright notices to the Code as directed by CBSC.
4. Cause IAPMO to post all supplements which may contain material copyrighted by IAPMO on the IAPMO website in "read-only" format.

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

5. **SERVICE DETAILS**

- A. **Technical Services.** Immediately after the execution of this Agreement, IAPMO shall commence the following services:
1. IAPMO shall, in accordance with the specific formatting requirements and editorial and publication timetable more fully set forth in Attachment A hereto, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public, copies of the Code in a loose-leaf format. The Code shall be printed and published in a fully integrated format that incorporates, into a fully merged, contiguous and pre-assembled document, all portions of the 2015 UMC/UPC approved and codified by the CBSC, those portions of the 2015 UMC/UPC that have been modified by the CBSC, and all California amendments
 2. IAPMO shall print and publish all 2016 CMC/CPC Supplements on a regular basis so that all customers have an accurate and up-to-date Code, provided, however, that IAPMO shall not be required to print, publish and

distribute special supplements for minor or inconsequential errors or changes. Special supplements for minor or inconsequential errors and/or changes shall be posted on IAPMO's website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.

3. IAPMO shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2014 Code, and three (3) copies of all 2014 supplements, supplements in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.

6. WORK DETAILS

- A. IAPMO shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2016, or at a later date as set by the CBSC, copies of the 2016 CMC/CPC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions of the Licensed Property that have been modified by CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre-assembled form and not provided as separate sheets. To meet the July 1, 2016 publication date, CBSC must deliver to IAPMO the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to IAPMO the proofed and approved final text on or before May 15, 2016, IAPMO shall be provided with a period of 35 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2016 CMC/CPC.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2016 CMC/CPC. In the event IAPMO insists on including such non-adopted language, it shall be highlighted and clearly noted as not adopted by the State on each page on which it appears.
- C. All Errata and/or Supplements to the Licensed Property as originally adopted by CBSC as the 2016 CMC/CPC which are thereafter generated by IAPMO shall not be printed in the 2016 CMC/CPC unless expressly approved by CBSC.
- D. CBSC shall submit to IAPMO its modifications to the Licensed Property. Within a reasonable time after the receipt thereof from CBSC, IAPMO shall furnish to CBSC a copy of the initial draft of the 2016 CMC/CPC for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CMC/CPC from IAPMO, CBSC shall submit its revisions to the initial draft to

- IAPMO. Within a reasonable time after receipt of the CBSC's revisions to the initial draft, IAPMO shall make any further modifications and submit to CBSC a second draft.
- F. WITHIN a reasonable time after receipt of the second draft of the 2016 CMC/CPC from IAPMO, CBSC shall submit its revisions to the second draft to IAPMO. Within a reasonable time after receipt of CBSC's revisions to the second draft, IAPMO shall make any further modifications and submit to CBSC a final draft.
- G. IAPMO shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 CMC/CPC. If CBSC promptly delivers to IAPMO the submissions from CBSC as set forth in paragraphs above, IAPMO shall ensure that the 2016 CMC/CPC is available for sale within thirty-five (35) days of receipt from the CBSC of fully proofed and approved final text in either electronic format or camera ready copy.
- H. Time is of the essence:
1. Because the 2016 Code may have significant effects on the safety of the State's built environment and its citizens, time is of the essence in performing the herein duties.
 2. The July 1, 2016, date to publish the 2016 Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
 3. CBSC and IAPMO shall commit staff and resources to expedite their diligent work and cooperate toward the within Publication schedules and goals.
 4. Due to the variations of their size and complexity, it is impossible to herein establish schedules for Publication of any Supplements or Errata. Therefore, when CBSC submits any Supplements or Errata to IAPMO, a Publication Schedule of milestone dates, including a Publication and Effective date, shall be mutually determined. That Publication Schedule, due to possible coordination with other contractors, is of critical importance. IAPMO shall notify CBSC within 15 calendar days following creation of the Publication Schedule if they, for valid reason(s) given, cannot meet the Schedule and include a proposed Schedule which they can meet. CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, CBSC shall expect IAPMO to abide by the proposed Schedule.
 5. Neither IAPMO nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which the IAPMO or the CBSC is not otherwise responsible.
- I. Formatting, layout and other requirements not contained herein for publication of the 2016 Code will be set forth and/or confirmed in subsequent

correspondence between the Parties. Said formatting, layout and other requirements include, but are not limited to, the following:

1. Code
 - a. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 8 or higher brightness, 8-1/2" by 11" white paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2013 CMC/CPC .
 - b. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
 - c. Each binder volume that has a ring metal greater than 2" shall be equipped with front and back heavy-duty page lifters and, when containing more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.
 - d. Volume binders shall conform to the design and colors selected by CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - e. IAPMO will integrate existing Licensed Property language with California amendments to be reviewed and approved by CBSC. First review and schedule will be agreed upon by the parties.
 - f. IAPMO and CBSC will work out a schedule for completion of the code to ensure publication and its availability on or before July 1, 2016. Attachment C, California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.
2. Index will remain as it appears in the Licensed Property with California amendments as necessary.
3. Italics shall not be used to identify defined terms.
4. The front of each volume shall contain the following documents. This information will be provided to IAPMO by CBSC no later than April 1, 2016:
 - a. Cover Art
 - b. Copyright Notice
 - c. Preface
 - d. Acknowledgement
 - e. California Agency Information Contact List
 - f. How to Distinguish Between Model Code Language and California Amendments
5. California language will be in italics or other form as specified by codification.
6. All chapters will begin on a right hand page.
7. Running heads will read "2016 California Mechanical Code" and "2016 California Plumbing Code" respectively.
8. State-agency acronyms will be used throughout the 2016 Code.
9. IAPMO will submit binder specifications for approval by CBSC.

10. The Matrix Adoption Table will be in the front of each correlating chapter of the 2016 Code and available as a supplement so it can be inserted in the front of each 2016 Code.
11. IAPMO shall supply an informational card for each purchaser with instructions to register for complimentary automatic receipt of all supplements and errata sheets. IAPMO will verify delivery of supplements and errata sheets.
12. A card may be placed in the 2016 Code advertising other IAPMO publications.

J. Supplements and Errata

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

K. Distribution

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

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 – 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

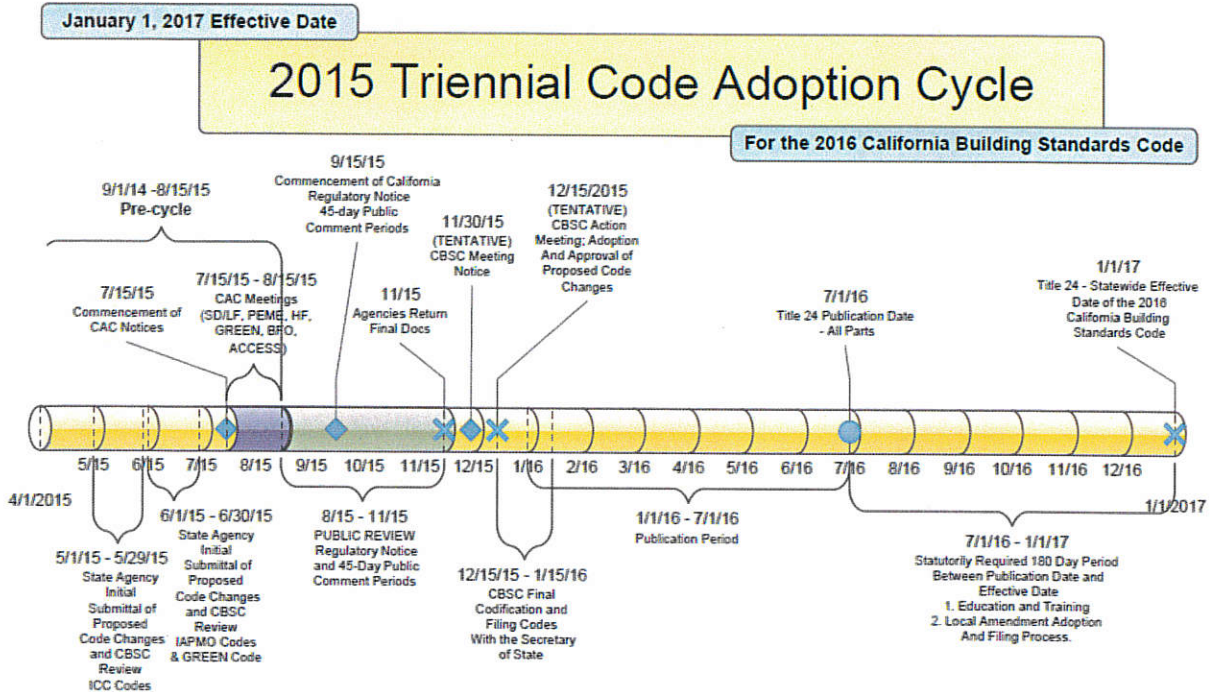
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate 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 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 – 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

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.
- A. **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

- 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, 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 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.

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: "Heather Koffman" Heather.Koffman@iapmo.org
Date: 4/12/2016 11:35:11 AM
Subject: 2016 California Mechanical and Plumbing Code Publication Agreement
Attachments: [3188106.BSC.2016 Code 4 & 5.IAPMO.pdf](#)

Hello Heather,

Agreement #3188106 is attached for signature. The agreement are for the 2016 California Building Standards Codes 4 & 5 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 14, 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
Sent: Thursday, April 07, 2016 10:24 AM
To: 'Heather Koffman'
Cc: Monte Bogatz
Subject: RE: 2016 California Mechanical and Plumbing Code Publication Agreement

Heather,

I should have asked earlier, if you are making edits to the contract document that I sent Tuesday, could you please use the track changes function in MS Word Thank you

Also, our legal department generally will not allow changes to the GTCs listed in Exhibit C. Those terms are based on Public Contract Code so there is not a lot of flexibility for us.

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 9:46 AM

To: Betts, Bruce@DGS

Cc: Monte Bogatz

Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Br e

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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: 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

<input type="radio"/> rA or A O
<input type="radio"/> A
<input type="radio"/> e
<input type="radio"/> -mA
<input type="radio"/> 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

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

AGREEMENT NUMBER 3188106
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
 Department of General Services, California Building Standards Commission

CONTRACTOR'S NAME
 International Association of Building and Mechanical Officials

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 – 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		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) International Association of Building and Mechanical Officials		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 4/12/16	
PRINTED NAME AND TITLE OF PERSON SIGNING G.P. Russ Chaney, Chief Executive Officer		
ADDRESS 5001 E. Philadelphia St., Ontario, CA 91761		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Building Standards Commission		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Mia Marvelli, Executive Director		
ADDRESS 2525 Natomas Park Drive, Suite 130 Sacramento, CA 95833		

From: "Leticia Gallegos" leticia.gallegos@iapmo.org

To: "Betts, Bruce@DGS" Bruce.Betts@dgs.ca.gov

Date: 4/12/2016 1:15:14 PM

Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement

Attachments: [Scanned from aerox Multifunction Printer.pdf](#)

Attached is a signed electronic copy. I will send the originals via FedEx today so that you receive them tomorrow. Please feel free to contact me if you need anything else.

Thank you,

Leticia Gallegos
Executive Assistant



Leticia Gallegos

Executive Assistant
The IAPMO Group
4755 E. Philadelphia Street
Ontario, CA 91761-2816
P: (909) 472-4217
F: (909) 472-4241
leticia.gallegos@iapmo.org



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Please consider the environment before printing this email 

From: Bruce S. Beatty, Sr. [mailto:Bruce.Beatty@dgsc.ca.gov]
Date: 12/17/2016 11:35 AM
To: Heather M. Adams [mailto:Heather.Adams@dgsc.ca.gov]
Cc: Bob Adams [mailto:Bob.Adams@dgsc.ca.gov], Heather Adams [mailto:Heather.Adams@dgsc.ca.gov]
Subject: 2016 Agreement for Signature

Hello Heather,

Agreement #3188106 is attached for signature. The agreement are for the 2016 California Building Standards Codes 4 & 5 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 14, 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
Sent: Thursday, April 07, 2016 10:24 AM
To: 'Heather Koffman'
Cc: Monte Bogatz
Subject: RE: 2016 California Mechanical and Plumbing Code Publication Agreement

Heather,

I should have asked earlier, if you are making edits to the contract document that I sent Tuesday, could you please use the track changes function in MS Word Thank you

Also, our legal department generally will not allow changes to the GTCs listed in Exhibit C. Those terms are based on Public Contract Code so there is not a lot of flexibility for us.

Bruce Betts

Acquisition Analyst
Contract Services Section*(Team 3)*
Office of Business and Acquisition Services Administration Division
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Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Thursday, April 07, 2016 9:46 AM
To: Betts, Bruce@DGS
Cc: Monte Bogatz
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Br e

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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: 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 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, 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: ["Betts, Bruce@DGS" Bruce.Betts@dgs.ca.gov](mailto:Bruce.Betts@dgs.ca.gov)
["Frost, Laura@DGS" Laura.Frost@dgs.ca.gov](mailto:Laura.Frost@dgs.ca.gov)
["Banzon, Jonette@DGS" Jonette.Banzon@dgs.ca.gov](mailto:Jonette.Banzon@dgs.ca.gov)

Date: 4/13/2016 9:26:14 AM

Subject: RE: Publishing contracts

To all,

Please see the below contracts and their estimate for Consideration of Value. I am still waiting on IAPMO for their costs and will forwards as soon as possible. Additionally, Mia has signed the two ICC contracts and I plan to return them to Bruce soon.

ICC Parts 2, 2.5, 9, 10 - Contract # 3187605 - \$4,000,000

ICC Parts 1, 6, 8, 11 - Contract # 3187607 - \$600,000

NFPA Part 3 - Contract # 31888107 - \$690,000

IAPMO Parts 4, 5 - Contract # 3188106 -

Thank you,

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Benny_Katrina@DGS
To: ["Betts, Bruce@DGS"](mailto:Betts_Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 4/13/2016 2:40:53 PM
Subject: RE: 3188106 IAPMO Agreement

Bruce,

I wasn't able to catch Mia, so I will make arrangements to pick this up either later today or on my way in tomorrow. Please don't put it in IA mail.

Thanks,

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

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

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](#)

Cc: o eBo A [mo e. o A A mo.or](#) Fro A rA S [A rAFro . A ov](#)

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

Br e

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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.

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

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

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: R A e [R . A e A mo.or](mailto:R.Ae@amo.or)
Date: r A A r 201 A 2 A
To: Be Br e S [Br e.Be . A ov](mailto:Br.e.Be@ov)
Cc: e A o e eA S [eA . eA o e . A ov](mailto:eA.eA.o.e@ov) o e Bo A [mo e. o A A mo.or](mailto:mo.e.o.A@amo.or) eA er o mA
[eA er. o mA A mo.or](mailto:eA.er.o.mA@amo.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](mailto:Br.e.Be@ov)
Date: r A A r 201 A 3 A
To: R A e [R . A e A mo.or](mailto:R.Ae@amo.or)
Cc: e A o e eA S [eA . eA o e . A ov](mailto:eA.eA.o.e@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

<input type="radio"/> rA or A O
<input type="radio"/> A
<input type="radio"/> e
<input type="radio"/> -mA
<input type="radio"/> A re
<input type="radio"/> [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
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

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
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

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, 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 2:08 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

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

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

A o mA o ere eve e o rA A ee o ee er o A e e A . e A me A A Are o
A o ver A o e A mA e A e o eA reeme . e o over ee A e A o e o AveA A e re o e
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[err](#) [Aor](#)

From: B e ermA A S [mA o AB e 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

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: ["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

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**

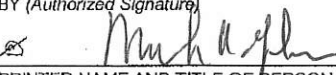

3. The maximum amount of this Agreement is: **\$0.00** Zero Dollars

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) 4-8-2016
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) 4/12/16
PRINTED NAME AND TITLE OF PERSON SIGNING Mia Marvelli, Executive Director	
ADDRESS 2525 Natomas Park Drive, Suite 130 Sacramento, CA 95833	

California Department of General Services Use Only

APPROVED

APR 25 2016

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

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, the 2015 IFC, 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.
1. 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.

- 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

Exhibit A, Attachment C

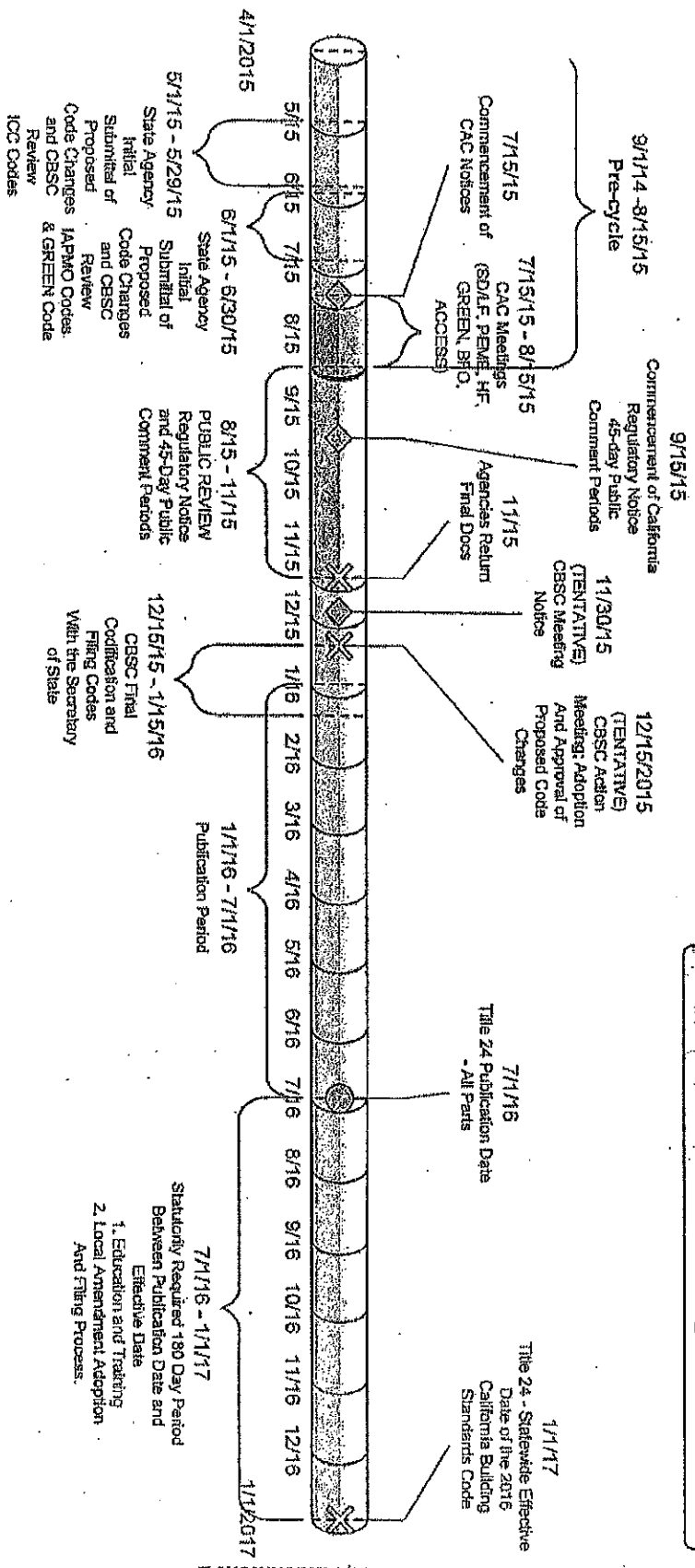
State Agencies

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

2016 California Building Code First Printing, July 1, 2016

Printed in The United States

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Exhibit A, Attachment E

For Title 24, Part 2, Volume 2

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2016 California Building Code First Printing, July 1, 2016

Printed in The United States

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Exhibit A, Attachment E

For Title 24, Part 2.5

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2016 California Building Code First Printing, July 1, 2016

Printed in The United States

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Exhibit A, Attachment E

For Title 24, Part 9

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INTERNATIONAL CODE COUNCIL, INC.

4051 Flossmoor Road
Country Club Hills, IL 60478

2016 California Building Code First Printing, July 1, 2016

Printed in The United States

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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, 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.

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

AGREEMENT NUMBER 3187607
REGISTRATION NUMBER

- 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
- 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	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) 4-8-2016
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) 4/12/16
PRINTED NAME AND TITLE OF PERSON SIGNING Mia Marvelli, Executive Director	
ADDRESS 2525 Natomas Park Drive, Suite 130 Sacramento, CA 95833	

California Department of General Services Use Only



APPROVED

APR 25 2016

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

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@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; 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

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
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
- Law** 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
- Law** San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
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
- Law** Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
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

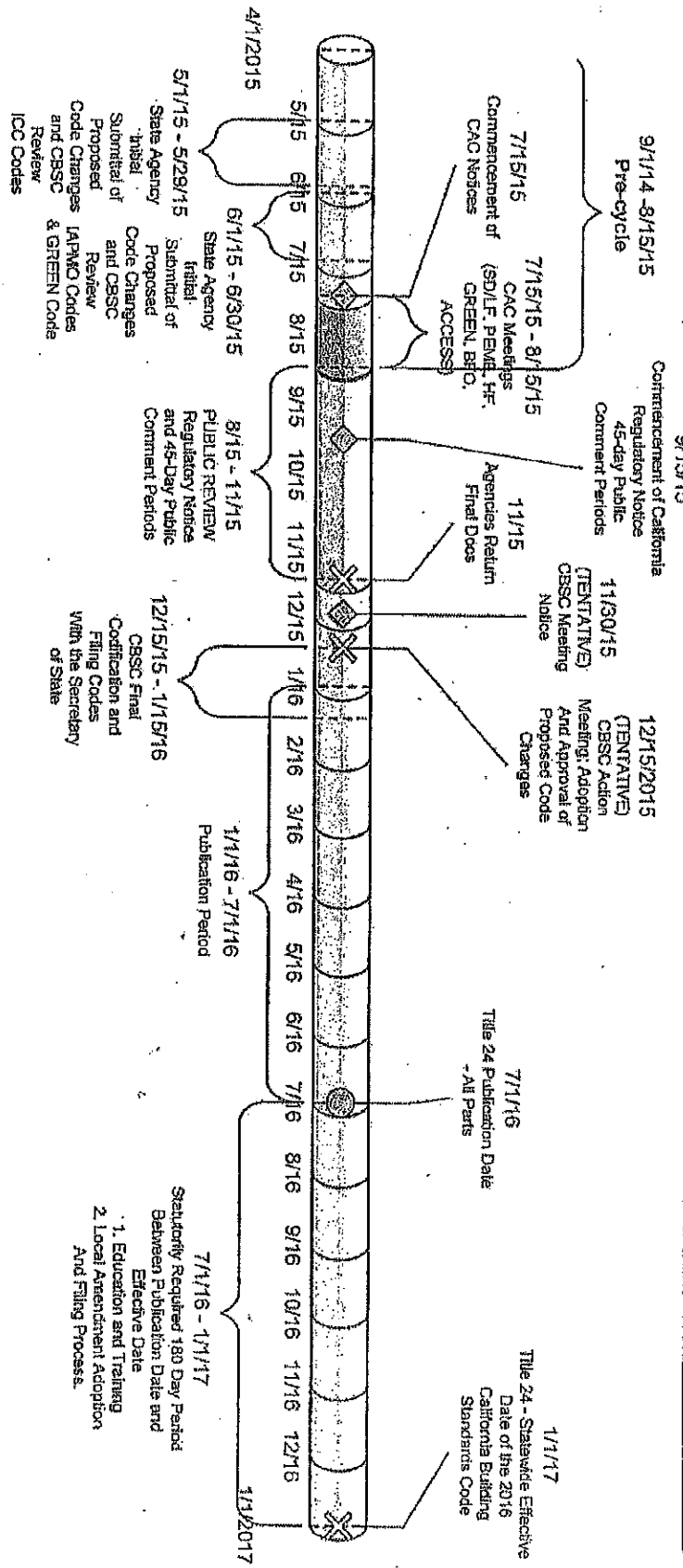
State Agencies

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
 - PEWE – 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 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.

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Casey Thomas" CThomas@icc-es.org](mailto:CThomas@icc-es.org)
Date: 4/25/2016 1:43:37 PM
Subject: 2016 California Building Standards Code Publication Agreements
Attachments: [3187605.CSBC.2016 California Building Standards Code Publication Agreement Approved.pdf](#)
[3187607.CSBC.2016 California Building Standards Code Publication Agreement Approved.pdf](#)

Hello Casey,

I have attached copies of the two code agreements 3187605 & 3187607. I will follow up today with original, hard copies via mail for your records. 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

opies from your system. Thank you.

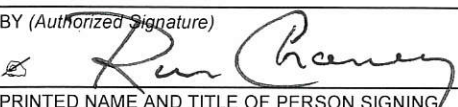

AGREEMENT NUMBER 3188106
REGISTRATION NUMBER

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

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

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

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) International Association of Plumbing and Mechanical Officials	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 4/14/16
PRINTED NAME AND TITLE OF PERSON SIGNING G.P. Russ Chaney, Chief Executive Officer	
ADDRESS 5001 E. Philadelphia St., Ontario, CA 91761	
STATE OF CALIFORNIA	
AGENCY NAME Department of General Services, Building Standards Commission	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 4/18/16
PRINTED NAME AND TITLE OF PERSON SIGNING Mia Marvelli, Executive Director	
ADDRESS 2525 Natomas Park Drive, Suite 130 Sacramento, CA 95833	

California Department of General Services Use Only

APPROVED

APR 22 2016

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Exempt per:




EXHIBIT A

SCOPE OF WORK

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

1. PROJECT SUMMARY

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

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

2. TERM

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

3. PROJECT REPRESENTATIVES

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

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

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

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

4. PERFORMANCE DETAILS

Grant of License for CMC/CPC.

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

1. Publish, print, reprint and distribute all or any pages of the Licensed Property that have been modified by CBSC, upon the following terms and conditions: In the event that IAPMO breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fail to make available for sale the Code, then CBSC may cause to print and publish all or any pages of the Code that have been modified by CBSC for its use and for sale to the public until publishing thereof is recommenced by IAPMO or until one hundred and eighty (180) days after publication of the next edition of the CMC/CPC, whichever occurs first, without compensating IAPMO. If at any time prior to the discontinuation of publication by IAPMO the Code becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, the CBSC may without being in violation of the non-transferable license provision hereof, cause to print and publish any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until IAPMO recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CMC/CPC, whichever occurs first, without compensating IAPMO.

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

5. **SERVICE DETAILS**

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

6. **WORK DETAILS**

- A. IAPMO shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2016, or at a later date as set by the CBSC, copies of the 2016 CMC/CPC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions of the Licensed

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

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

they, for valid reason(s) given, cannot meet the Schedule and include a proposed Schedule which they can meet. CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, CBSC shall expect IAPMO to abide by the proposed Schedule.

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

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

J. Supplements and Errata

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

K. Distribution

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

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 – 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

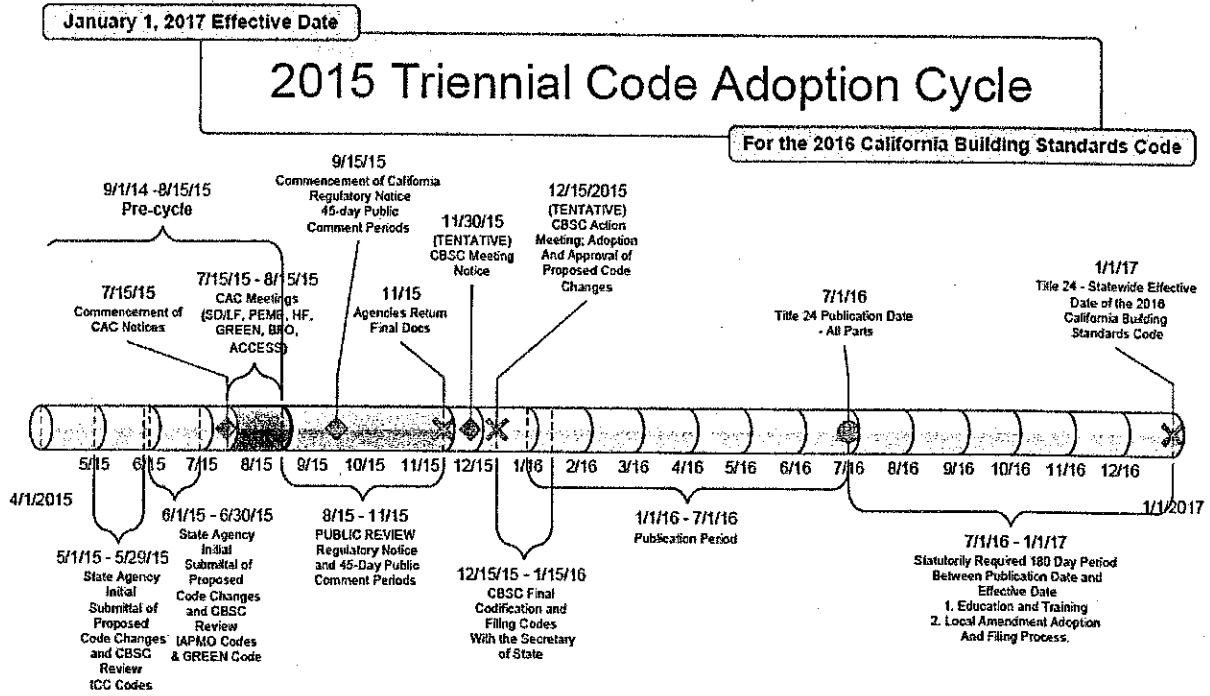
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate 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 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 – 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

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.
- A. **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

- 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, 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 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.

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)

To: "Heather Koffman" Heather.Koffman@iapmo.org

Date: 4/25/2016 1:46:30 PM

Subject: 2016 California Mechanical and Plumbing Code Publication Agreement

Attachments: [3188106.BSC.2016 Code 4, 5.IAPMO Approved.pdf](#)

Hello Heather,

I have attached a copy of code agreement #3188106. I will follow up today with the original, hard copy via mail for your records. 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: ["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 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

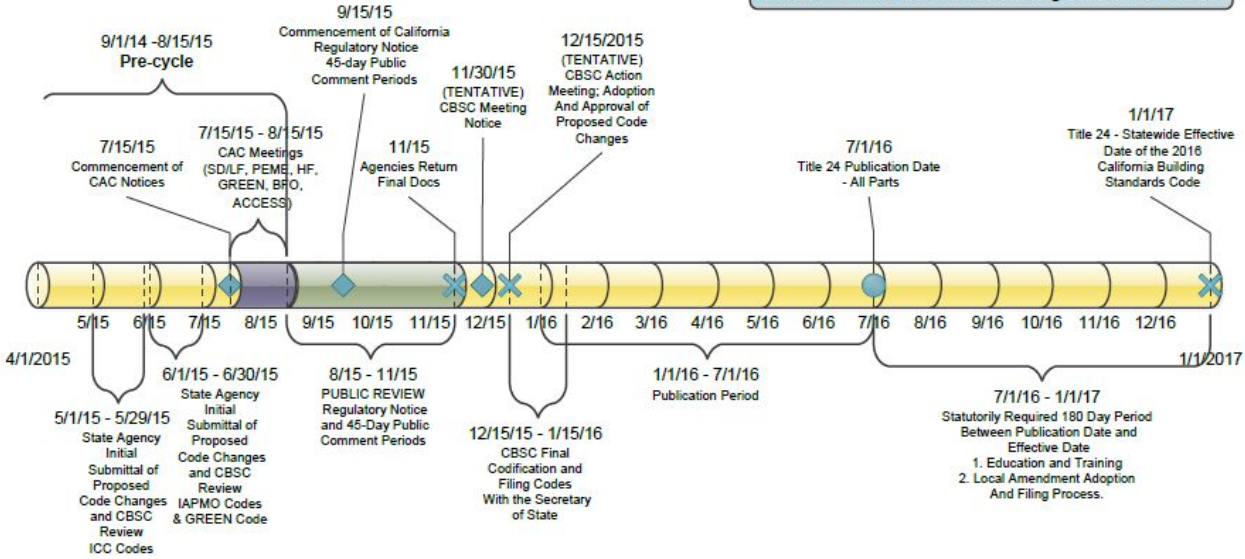
ATTACHMENT C

2016 Intervening Code Adoption Cycle Timeline –

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.de laMotte@dgs.ca.gov

Date: 4/25/2016 3:51:22 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

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

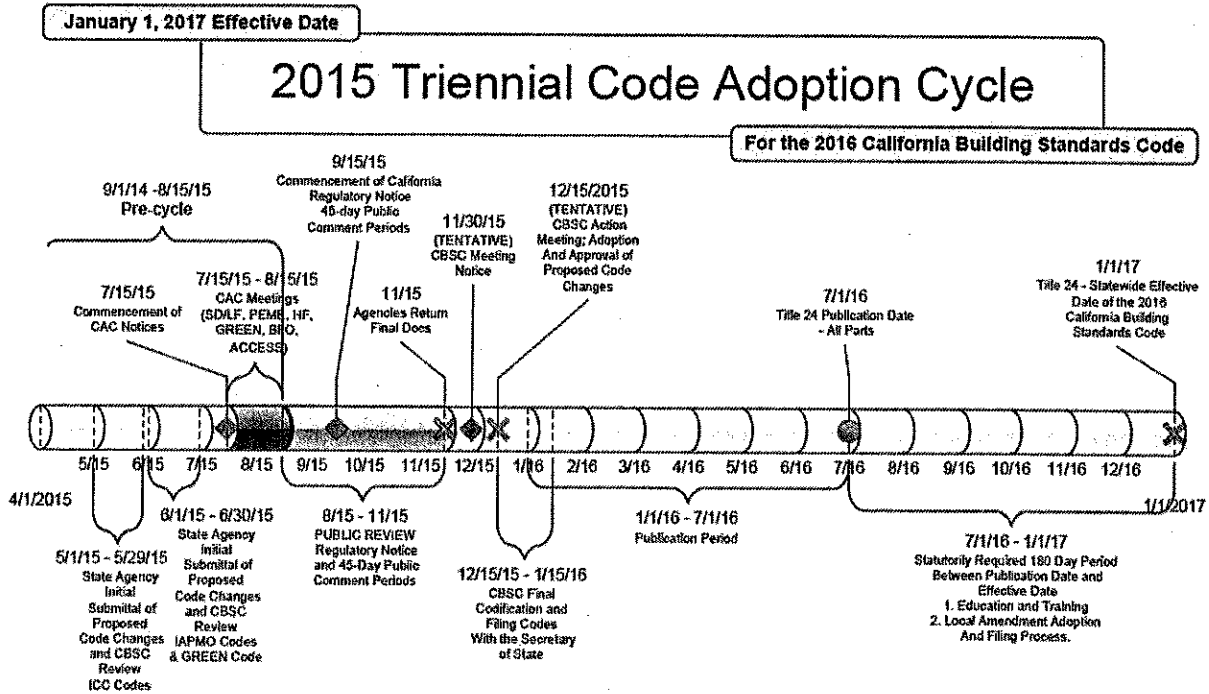
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate 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 EI
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: ["Rose, Debra" drose@nfpa.org](mailto:Rose,Debra@drose@nfpa.org)

Date: 4/26/2016 11:07:46 AM

Subject: 2016 California Building Standards Code Part 3 Publication Agreement

Attachments: [3188106.BSC.2016 Code Part 3.NFPA.pdf](#)

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: Betts, Bruce@DGS
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 5/4/2016 4:11:33 PM
Subject: RE: NFPA Cal. Electrical Code

Great – I will get this out to NFPA tomorrow. Thanks Leann.

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: Wednesday, May 04, 2016 4:11 PM
To: Betts, Bruce@DGS
Subject: RE: NFPA Cal. Electrical Code

Yes, I have attached it. I had Katrina and everyone over here take one more look at it.
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, May 04, 2016 4:10 PM
To: de la Motte, Leann@DGS
Subject: FW: NFPA Cal. Electrical Code

Hi Leann,
It looks like the changes were agree to. Are you going to be sending me back a copy of Exhibit A with the changes made

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, May 03, 2016 2:27 PM
To: Rose, Debra; Betts, Bruce@DGS
Cc: Berry, Dennis; Marvelli, Mia@DGS; de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
Subject: RE: NFPA Cal. Electrical Code

Bruce,

I have reviewed the following requests/suggestions and have spoken with Debra. Please see the below items highlighted in yellow. We are still unclear with the last change/suggestion and need to confer with Dennis tomorrow.

At that time, Leann will make the necessary changes and forward the document back to through you.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Rose, Debra [<mailto:drose@nfpa.org>]

Sent: Tuesday, May 03, 2016 1:36 PM

To: Benny, Katrina@DGS

Cc: Berry, Dennis

Subject: FW: NFPA Cal. Electrical Code

Hi Katrina,

I'm so sorry for not noticing that we had the wrong email address for you. Bruce pointed it out to me. Below is a note to you from Dennis about our last review of the contract.

Please take a look and if you agree insert the changes into the contract. If you don't, let's talk about it so we can come to a quick resolution.

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: Berr e

Sent: e e A A r 2 201 11 2 A

To: [A r A e](#) . [A ov](#)

Cc: Ro e e rA [ro e](#) [A or](#)

Subject: F A A. e r A o e

eAr A r A

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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.)

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

California Department of General Services Use Only

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 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

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

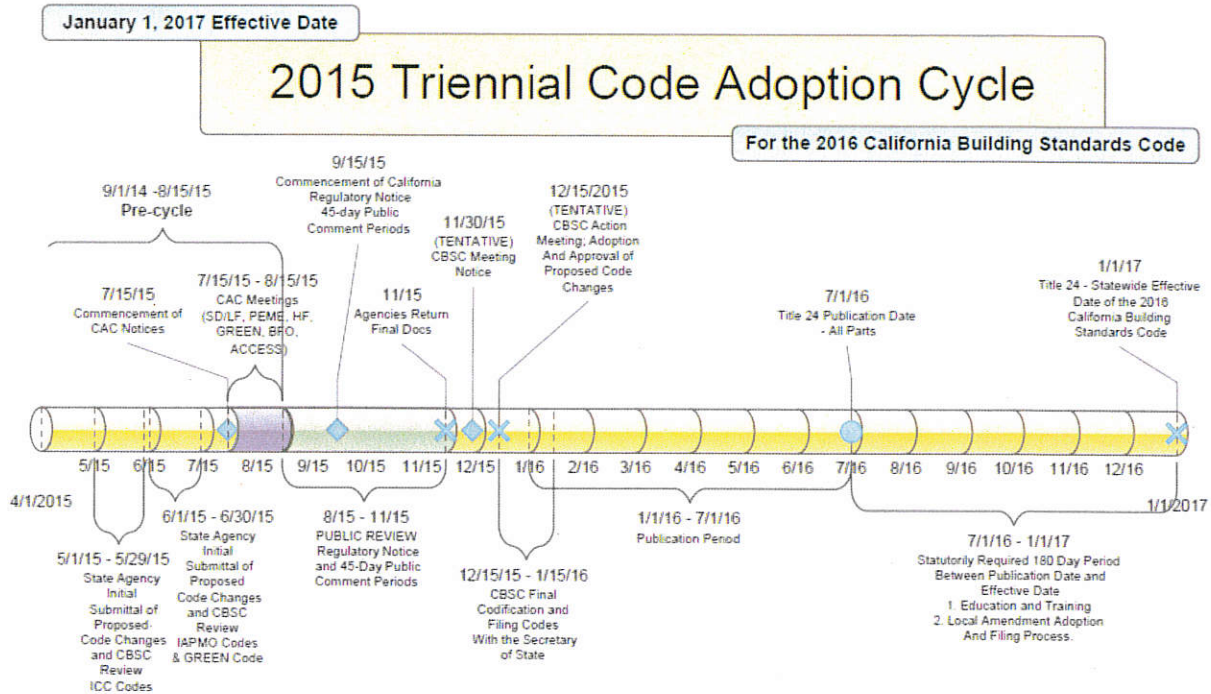
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate 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
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 EI
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.
- 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

Date: 5/5/2016 7:10:36 AM

Subject: Agreement #3188107 2016 California Building Standards Code Part 3

Attachments: [3188106.BSC.2016 Code Part 3.NFPA.pdf](#)

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: 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
["Marvelli, Mia@DGS"](mailto:Marvelli_Mia@DGS) Mia.Marvelli@dgs.ca.gov
Date: 5/16/2016 1:10:57 PM
Subject: RE: NFPA Agreement

Mia, is going there at 4:00 for a meeting with Brent. Could she stop by and sign the documents

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Monday, May 16, 2016 1:10 PM
To: de la Motte, Leann@DGS
Cc: Benny, Katrina@DGS
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

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.



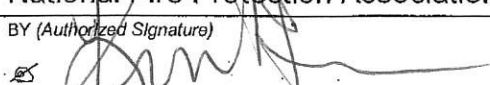

CONTRACTOR		California Department of General Services Use Only  <div style="border: 2px solid blue; padding: 5px; text-align: center;"> APPROVED MAY 31 2016 </div> OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES <input type="checkbox"/> Exempt per: 
CONTRACTOR'S NAME (If other than an individual, 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

Building Standards Commission
2016 California Electrical Code Publication Agreement
Contract #3188107; Exhibit A, Attachment A; Page 2 of 2

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 –

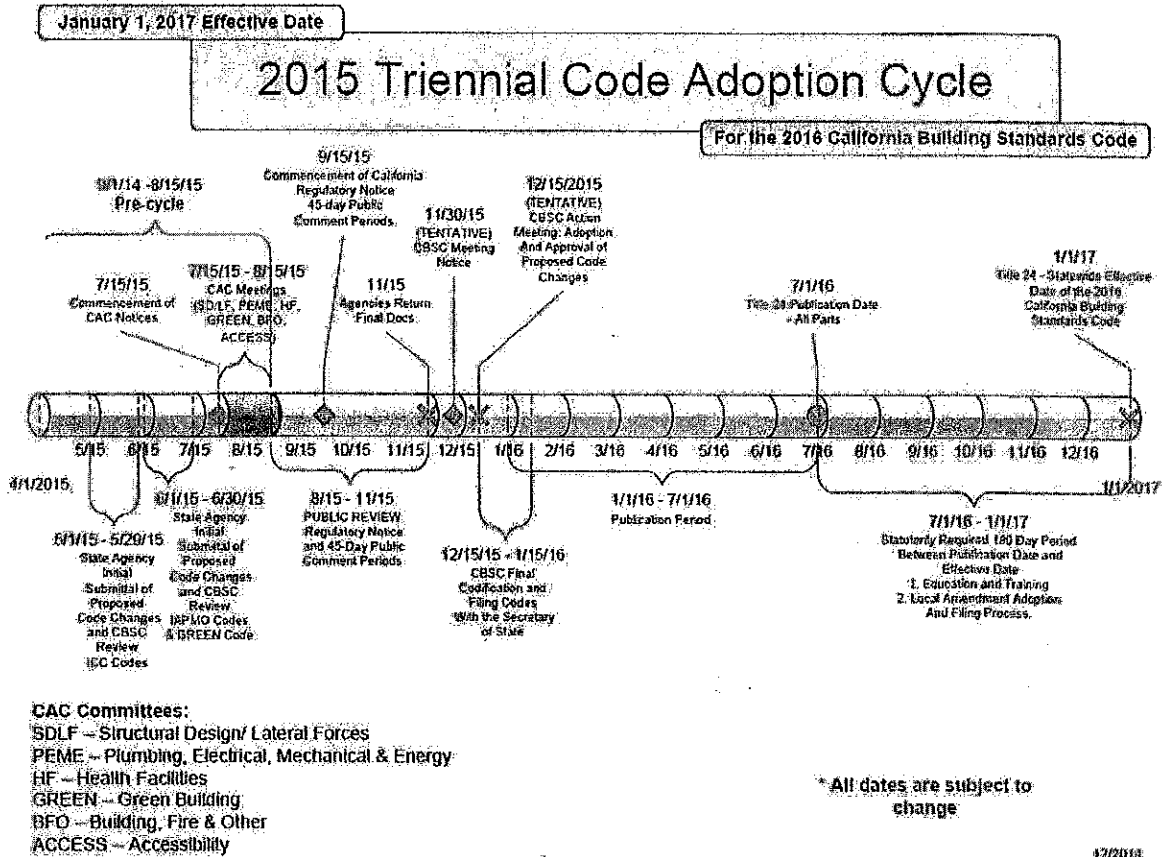


EXHIBIT B

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

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

MEMORANDUM OF UNDERSTANDING
NON-EXCLUSIVE DISTRIBUTION AGREEMENT

Guide to the 2016 California Green Building Standards Code – Nonresidential

I. INTRODUCTION AND BACKGROUND

The California Code of Regulations, Title 24, Part 11, contains the California Green Building Standards Code, commonly known as CALGreen. CALGreen is a first-in-the-nation state-adopted green building code. The 2008 CALGreen was a voluntary code approved by the California Building Standards Commission (CBSC) in January 2008 with an effective date of August of 2009. During the 2009-10 Fiscal Year, the CBSC approved the 2010 version to be mandatory throughout the state. The CALGreen works in harmony with California's other mandatory construction codes in Title 24 to improve public health, safety and general welfare by enhancing the design and construction of homes and buildings in California. The regulations in CALGreen mandate the use of building concepts which reduce negative environmental impact and encouraging sustainable construction practices in the areas of planning and design, energy efficiency, water efficiency and conservation, material conservation and resource efficiency and environmental quality. Substantial rulemaking cycles have occurred in 2013 and currently in 2016 which resulted in enhanced CALGreen regulations.

To assist local governments, design professionals and the building industry to implement and enforce the CALGreen requirements, CBSC, in cooperation with ICC produces a CALGreen Guide as a companion to the CALGreen Code. A CALGreen Guide has been produced for each edition of the 2010 and 2013 CALGreen Code. The content of the guide provides information as to the application and use of the California Green Building Standards Code. It is critical to understand that this code is enforceable throughout California and applies to most new building design and construction beginning on January 1, 2017.

II. PARTIES

The Publication Agreement (contract 3187607) for the 2016 California Building Standards Codes including CALGreen was entered into by and between CBSC, 2525 Natomas Park Drive, Suite 130, Sacramento, Ca and the International Code Council (ICC), 3060 Saturn Street, Suite 100, Brea CA on May 1, 2016.

III. PURPOSE

The purpose of this MOU is to authorize ICC a license to make available the 2016 CALGreen Guide both electronically and in printed form to the public. The guide is a derivative product of the CALGreen Code, published to assist in the implementation of CALGreen, as stated in the publishing agreement; Exhibit A, section 4. Performances, subsection A. Grant of Licenses; Ownership. This Memorandum of Understanding (MOU) supports the publication of the 2016 CALGreen Guide.

IV. AGREEMENT

The parties agree as follows:

1. CBSC grants to ICC a license to:

(a) Make the 2016 CALGreen Guide available electronically as a download, free of charge, free of charge on ICC's website www.iccsafe.org;

(b) Make printed versions of the 2016 CALGreen Guide available for a nominal fee; and

(c) Utilize content from the 2016 CALGreen Code to create derivative products (CALGreen Guide) to further support the distribution and the effective use of CALGreen.

2. ICC shall provide CBSC with 20 printed copies of the 2016 CALGreen Guide to the following address:

California Building Standards Commission
2525 Natomas Park Drive, Ste. 130
Sacramento, CA 95833

V. CONTACTS


The primary points of contact for carrying out the provisions of this MOU are:

- California Building Standards Commission, Executive Director:
Mia Marvelli
- International Code Council, Executive Vice President & Director of Business Development: Mark A. Johnson

VI. APPROVALS

IN WITNESS WHEREOF, the parties have executed this MOU as the date first above written.

Signature _____ Date: _____
Mark A. Johnson, Executive Vice President & Director of Business Development, ICC

Signature  _____ Date: 6/21/16
Mia Marvelli, Executive Director, CBSC

From: [Marvelli, Mia@DGS](mailto:Marvelli_Mia@DGS)
To: ["Mark Johnson \(mjohnson@icc-es.org\)"](mailto:Mark Johnson (mjohnson@icc-es.org)) mjohnson@icc-es.org
["Dave Walls \(dwalls@iccsafe.org \)"](mailto:Dave Walls (dwalls@iccsafe.org)) dwalls@iccsafe.org
Date: 6/21/2016 1:10:29 PM
Subject: Guide to the 2016 CALGreen Code - MOU
Attachments: [Guide to 2016 CALGreen MOU-6-21-16.pdf](#)

Dear Mark and Dave

Please find attached a signed Memorandum of Understanding (MOU) authorizing ICC a license to make available to the public the 2016 CALGreen Guide. Incorporated is Mark Johnson's edit.

If you would like me to send the original wet signed MOU in the mail, I can do so.

Thank you,

Mia Marvelli, Executive Director

California Building Standards Commission

www.BSC.ca.gov

916.263.0916

MEMORANDUM OF UNDERSTANDING
NON-EXCLUSIVE DISTRIBUTION AGREEMENT

Guide to the 2016 California Green Building Standards Code – Nonresidential

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VI. APPROVALS

IN WITNESS WHEREOF, the parties have executed this MOU as the date first above written.

Signature _____ Date: _____
Mark A. Johnson, Executive Vice President & Director of Business Development, ICC

Signature  _____ Date: 6/21/16
Mia Marvelli, Executive Director, CBSC

From: [Marvelli, Mia@DGS](mailto:Marvelli_Mia@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delamotte@dgs.ca.gov
["Benny, Katrina@DGS"](mailto:Benny, Katrina@DGS) Katrina.Benny@dgs.ca.gov
Date: 6/21/2016 1:26:38 PM
Subject: production of the CALGreen Guide
Attachments: [Guide to 2016 CALGreen MOU-6-21-16.pdf](#)

Leann-

Please include this email in the contract file for ICC's publication contract. Or a big reminder to ourselves.

In the future NCB (non-competitive bid) note that the Guide to CALGreen is a publication to be produced by ICC in addition to the other Parts of the code.

In addition, this should be listed in the contract negotiated by ICC and DGS.

Thank you,

Mia Marvelli, Executive Director

California Building Standards Commission

www.BSC.ca.gov

916.263.0916