

From: Day, Kevin@DGS
To: ["Benny, Katrina@DGS"](mailto:Benny, Katrina@DGS) Katrina.Benny@dgs.ca.gov
["Biedermann, Cynthia@DGS"](mailto:Biedermann, Cynthia@DGS) Cynthia.Biedermann@dgs.ca.gov
["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 6/1/2016 4:55:53 PM
Subject: RE: Agreement #3188106 2016 Code Part 3

Katrina, Leann, and Cynthia:

Thanks so much for all your hard work in facilitating the completion of all three publisher contracts

Kevin Day
916.263.0355

From: Benny, Katrina@DGS
Sent: Wednesday, June 01, 2016 4:45 PM
To: Marvelli, Mia@DGS; Day, Kevin@DGS; Biedermann, Cynthia@DGS
Cc: de la Motte, Leann@DGS
Subject: FW: Agreement #3188106 2016 Code Part 3

I have saved the attached signed document in the Procurement folder.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Wednesday, June 01, 2016 1:50 PM
To: Rose, Debra
Cc: de la Motte, Leann@DGS; Benny, Katrina@DGS
Subject: Agreement #3188106 2016 Code Part 3

Hello Debra,

The dually signed and executed agreement is attached. I will follow up this afternoon by sending you an original, hard copy via mail this afternoon. Thank you very much for working with us on this and please let me know if you have any questions.

Bruce Betts

Acquisition Analyst
Contract Services Section *(Team 3)*
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" Mia.Marvelli@dgs.ca.gov](mailto:Marvelli_Mia@DGS)
["Day, Kevin@DGS" Kevin.Day@dgs.ca.gov](mailto:Day_Kevin@DGS)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Biedermann_Cynthia@DGS)
Date: 6/1/2016 4:45:22 PM
Subject: FW: Agreement #3188106 2016 Code Part 3
Attachments: [3188106.BSC.2016 Code Part 3.NFPA.Executed.pdf](#)

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Katrina Benny

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

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

AGREEMENT NUMBER 3188107
REGISTRATION NUMBER

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

STATE AGENCY'S NAME	Department of General Services, California Building Standards Commission
CONTRACTOR'S NAME	National Fire Protection Association
- The term of this Agreement is: **May 1, 2016** or upon DGS/OLS approval, whichever is later through **December 31, 2019**
- The maximum amount of this Agreement is: **\$0.00** Zero Dollars
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	7 Pages
Exhibit A, Attachment A – Depository Libraries	2 Pages
Exhibit A, Attachment B – Selective Depository Libraries	4 Pages
Exhibit A, Attachment C – Code Adoption Cycle	1 Page
Exhibit B – Payment and Compensation Provisions	2 Pages
Exhibit C* – General Terms and Conditions	GTC - 610

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

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



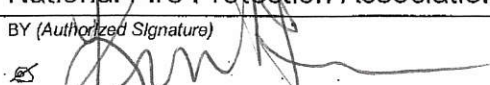

CONTRACTOR		California Department of General Services Use Only  <div style="border: 2px solid blue; padding: 5px; text-align: center;"> APPROVED MAY 31 2016 OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES </div> <input type="checkbox"/> Exempt per: 
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) National Fire Protection Association		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5-12-16	
PRINTED NAME AND TITLE OF PERSON SIGNING Kimberly A. Fontes, Division Director, Product Development		
ADDRESS 1 Batterymarch Park, Quincy, MA 02169		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Building Standards Commission		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/16/16	
PRINTED NAME AND TITLE OF PERSON SIGNING Mia Marvelli, Executive Director		
ADDRESS 2525 Natomas Park Drive, Suite 130 Sacramento, CA 95833		

EXHIBIT A

SCOPE OF WORK

The 2016 California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on the 2014 National Electrical Code®. The California Electrical Code includes both provisions of the model code and amendments to the code adopted by California. The National Fire Protection Association, Inc. (NFPA®) owns the copyright to the National Electrical Code and the acronym (NEC®).

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and National Fire Protection Association (NFPA) will coordinate the publication of the 2016 California Electrical Code (Title 24, Part 3). All activities hereto that are the responsibility of the NFPA may be carried out by or through an NFPA approved authorized licensee or subcontractor at the discretion of NFPA. The description NFPA and NFPA and/or Authorized Agent and Licensee is used interchangeably, except where noted.

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

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

2. TERM

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

3. PROJECT REPRESENTATIVES

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

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

Contractor's Contract Administrator
Debra Rose, NFPA 1 Batterymarch Park Quincy, MA 02169-747 (617) 984-7595 drose@nfpa.org

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

4. PERFORMANCE DETAILS

Grant of License for CEC.

A. **By NFPA.** Subject to the limitation of section 1 below, NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2014 NEC, NFPA supplements and revisions to the 2014 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2016 CEC, as well as the 2016 CEC supplements, errata and emergency supplements (hereinafter referred to collectively as the "Code"). The grant of the foregoing sublicense is limited to the right to:

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

furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA.

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

5. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, NFPA shall commence the following services:
1. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public, copies of the Code in a loose-leaf format. The Code shall be printed and published in a fully integrated format that incorporates, into a fully merged, contiguous and pre-assembled document, all portions of the 2014 NEC approved and codified by the CBSC, those portions of the 2014 NEC that have been modified by the CBSC, and all California amendments.
 2. NFPA shall print and publish all 2016 CEC Supplements on a regular basis so that all customers have available an accurate and up-to-date Code, provided, however, that NFPA shall not be required to print, publish and distribute special supplements for minor or inconsequential errors or changes. Special supplements for minor or inconsequential errors and/or changes shall be posted on NFPA website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.
 3. NFPA has provided CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 supplements, supplements in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.

6. WORK DETAILS

- A. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2016 or at a later date as set by CBSC, copies of the 2016 CEC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions of the Licensed Property that have been modified by CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre-assembled form and not provided as separate sheets. To meet the July 1, 2016 publication date, CBSC must deliver to NFPA the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to NFPA the proofed and approved final text on or before May 15, 2016, NFPA shall be provided with a period of 45 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the Code.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which CBSC or any authorized agency does not adopt as a part of Title 24 shall be shown with a strike through the language in the code. NFPA will show non-adopted language in legislative (strike thru) text and will note as not adopted by the State on each page.
- C. All Errata and/or Supplements to the 2014 Licensed Property as originally adopted by CBSC as the Code which are thereafter generated by NFPA shall not be printed in the Code unless expressly approved by the CBSC.
- D. CBSC shall submit to NFPA and/or Authorized Agent and Licensee its modifications to the 2014 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, NFPA and/or Authorized Agent and Licensee shall furnish to CBSC a copy of the initial draft of the Code for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the initial draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the initial draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a second draft.
- F. WITHIN a reasonable time after receipt of the second draft of the Code from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the second draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a final draft.
- G. NFPA and/or Authorized Agent and Licensee shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the

Code. If CBSC promptly delivers to NFPA and/or Authorized Agent and Licensee the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the Code is available for sale within thirty-five (35) days of receipt from CBSC of fully proofed and approved final text in either electronic format or camera ready copy.

H. Time is of the essence:

1. Because the Code may have significant effects on the safety of the State's built environment and its citizens, time is of the essence in performing the herein duties.
 2. The July 1, 2016, date to publish the Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
 3. CBSC and NFPA shall commit staff and resources to expedite their diligent work and cooperate toward the within Publication schedules and goals.
 4. Due to the variations of their size and complexity, it is impossible to herein establish schedules for Publication of any Supplements or Errata. Therefore, when CBSC submits any Supplements or Errata to NFPA, a Publication Schedule of milestone dates, including a Publication and Effective date, shall be mutually determined. That Publication Schedule, due to possible coordination with other contractors, is of critical importance. NFPA shall notify CBSC within 15 calendar days following creation of the Publication Schedule if they, for valid reason(s) given, cannot meet the Schedule and include a proposed Schedule which they can meet. CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, CBSC shall expect NFPA and/or Authorized Agent and Licensee to abide by the proposed Schedule.
 5. Neither NFPA nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which NFPA or CBSC is not otherwise responsible.
- I. Formatting, layout and other requirements not contained herein for publication of the Code will be set forth and/or confirmed in subsequent correspondence between the Parties. Said formatting, layout and other requirements include, but are not limited to, the following:
1. Code
 - a. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2" by 11" white paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2013 CEC.
 - b. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
 - c. Each binder volume that has a ring metal greater than 2" shall be equipped with front and back heavy-duty page lifters and, when containing

more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.

- d. Volume binders shall conform to the design and colors selected by CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - e. NFPA and/or Authorized Agent and Licensee will integrate existing 2014 Licensed Property language with California amendments to be reviewed and approved by CBSC. First review and schedule will be agreed upon by the parties.
 - f. NFPA and/or Authorized Agent and Licensee and CBSC will work out a schedule for completion of the code to ensure publication and its availability on or before July 1, 2016. Attachment C, California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.
2. Index will remain as it appears in the 2014 Licensed Property with California amendments as necessary.
 3. Italics shall not be used to identify defined terms.
 4. The front of each volume shall contain the following documents. This information will be provided to NFPA and/or Authorized Agent and Licensee by CBSC no later than April 1, 2016:
 - a. Cover Art
 - b. Preface
 - c. Acknowledgement
 - d. California Agency Information Contact List
 - e. How to Distinguish Between Model Code Language and California Amendments
 5. California language will be in italics or other form as specified by codification.
 6. All chapters will begin on a right hand page.
 7. Running heads will read "2016 California Electrical Code" etc.
 8. State-agency acronyms will be used throughout the 2016 Code.
 9. NFPA and/or Authorized Agent and Licensee will submit binder specifications for approval by CBSC.
 10. The Matrix Adoption Table will be in the front of each correlating chapter of the Code and available as a supplement so it can be inserted in the front of each Code.
 11. NFPA and/or Authorized Agent and Licensee shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and

Licensee will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.

12. A card may be placed in the Code advertising other NFPA and/or Authorized Agent and Licensee publications.

J. Supplements and Errata

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

K. Distribution

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

Exhibit A, Attachment A

Depository Libraries

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

Complete Depository Libraries

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

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

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

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

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

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

Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008

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

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

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

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

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

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

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

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

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 –

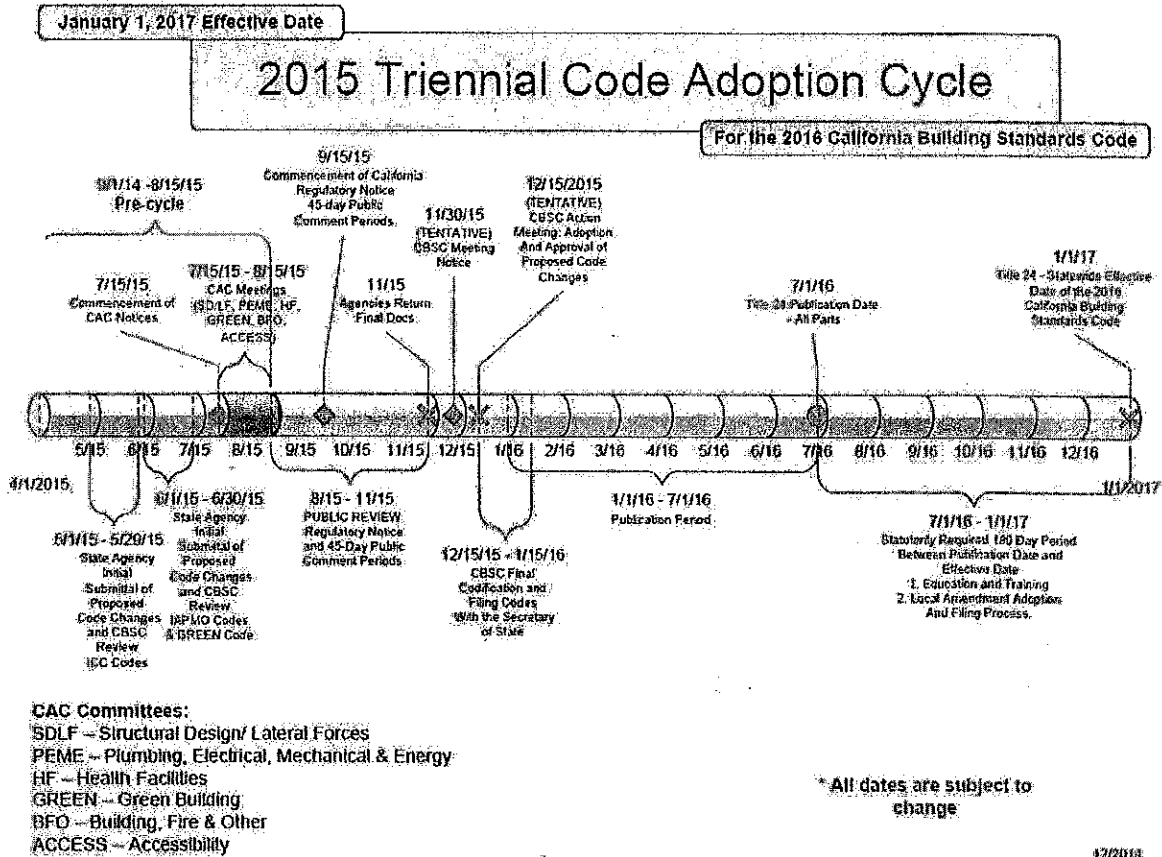


EXHIBIT B

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

To: "de la Motte, Leann@DGS" Leann.delaMotte@dgs.ca.gov
"Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov
"Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov

Date: 5/4/2016 10:12:50 AM

Subject: RE: NFPA Cal. Electrical Code

I am good to go .

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: de la Motte, Leann@DGS

Sent: Wednesday, May 04, 2016 9:56 AM

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

Subject: RE: NFPA Cal. Electrical Code

Just want you guys to give it one final look over before I send it back to Bruce :)

Leann de la Motte

Associate Governmental Program Analyst

Building Standards Commission

2525 Natomas Park Drive, Suite 130

Sacramento, CA 95833

(916)263-0677



From: Benny, Katrina@DGS
Sent: Wednesday, May 04, 2016 8:39 AM
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

Thank Debra, we will get these changes today.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Rose, Debra [<mailto:drose@nfpa.org>]
Sent: Wednesday, May 04, 2016 8:33 AM
To: Benny, Katrina@DGS; Betts, Bruce@DGS
Cc: Berry, Dennis; Marvelli, Mia@DGS; de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
Subject: RE: NFPA Cal. Electrical Code

Hi Katrina,

Dennis is in agreement with what we talked about yesterday and what you have highlighted below. Please incorporate those changes and send the contract to me for signature.

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: Benny, atrina DGS [mailto: atrina.Benny@dgs.ca.gov](mailto:atrina.Benny@dgs.ca.gov)
Sent: Tuesday, May 3, 2016 5 27 PM
To: Rose, Debra drose@nfpa.org Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Cc: Berry, Dennis dberry@NFPA.org Marvelli, Mia DGS Mia.Marvelli@dgs.ca.gov de la Motte, Leann DGS

Leann.delaMotte@dgs.ca.gov Biedermann, Cynthia DGS Cynthia.Biedermann@dgs.ca.gov

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.

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drose@nfpa.org

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www.nfpa.org

From: Berry, Dennis
Sent: ednesday, April 27, 2016 11 26 AM
To: katrina.benny_dgf.ca.gov
Cc: Rose, Debra drose_nfpa.org
Subject: NFPA Cal. Electrical Code

Dear Katrina,

Thank you for the revisions which you made to the NFPA CBSC agreement regarding the production of the 2016 California Electrical Code, which is largely referred to as the Code. Debra and I have gone through your version closely and as you might anticipate in a contract of this importance, we do have a couple of final comments and suggestions. Let me set them out herein in numerical fashion

1. Exhibit A page 3 Section B, we note two instances of the Code being spelled with a small c. We have gone through the document and believe this is the only place here that small c's are used. Unless there is some reason, this should probably be a capital C. **CBSC will change**
2. Exhibit A page 5 Section G, the reference to 35 days should be 45 days. **Okay to leave as 35.**
3. Exhibit A page 3 section 4 A 3, you should understand that NFPA copyright requirements will include the NFPA logo and the NEC logo on the cover.

In order to cover this we suggest that the above referenced section be revised to include reference to trademark requirements with the following language.

3. Affix copyright **and trademark** notices to the Code as directed by CBSC and required by NFPA **CBSC will add and trademark.**

In this regard we note that Section 6 | 4.1 E . A p. 6 of 7 references material that is supposed to be delivered to NFPA by April 1, including the cover art along with other material. Were these materials delivered to BNI IF not a different date needs to be included as we have not seen any of these items. In the previous iteration of this contract these materials were not simply referenced but were actually included in Exhibits that NFPA had a right to review prior to the printing. Because of the importance of properly acknowledging the NFPA and including the NFPA logo and the NEC logo, we will want assurance that these items will be properly displayed.

In the previous contract the following statement was included that seems to have been dropped this time

12. Title page and binder cover of all publications of the code shall bear the trademark of NFPA in a form approved by NFPA. **We believe with adding and trademark to the above language this will be all inclusive and won't necessitate adding this language again but Debra will need to speak with Dennis.**

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To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov](mailto:Mia.Marvelli@dgs.ca.gov)
Date: 5/4/2016 9:56:05 AM
Subject: RE: NFPA Cal. Electrical Code
Attachments: [3188107 BSC 2016 CEC Agreement - CBSC.docx](#)

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



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To: Rose, Debra; Betts, Bruce@DGS
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From: Berry, Dennis
Sent: Wednesday, April 27, 2016 11:26 AM
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Cc: Rose, Debra drose@nfpa.org
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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 B

PAYMENT AND COMPENSATION PROVISIONS

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

1. NFPA shall provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2016 Code, and three (3) copies of all 2016 supplements, supplements in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.
2. NFPA may sell the Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
3. NFPA and/or Authorized Agent and Licensee will send the State an annual report of units sold. Reports must be mailed to:

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

- C. **State Code Distribution.** The Library Distribution Act (LDA) established a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California. During the term of this Agreement, NFPA shall deliver complimentary copies of the 2016 CEC, and automatically, any 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC. NFPA shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.
1. NFPA shall deliver up to 30 complimentary copies of the Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide with names and delivery addresses of the current and any new Commissioners as well as notifying NFPA of any terminations.
 2. NFPA shall deliver up to 200 complimentary copies of the Code, together with any 2016 CEC Supplements, directly to the following state agencies in the quantities specified by CBSC.
- D. **Subscription Service.** In order to ensure that the 2016 CEC purchased from NFPA or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, NFPA shall make available to all purchasers of the 2016 CEC, all 2016 CEC Supplements, all supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, at no additional cost. NFPA shall provide all purchasers with a

subscription registration card which enables them to automatically receive such updates to the 2016 CEC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.

- E. **Funding.** NFPA understands and agrees that under certain provisions of California law, CBSC may not obligate itself by contract to an extent in excess of an amount appropriated therefore by the State Legislature as approved by the Governor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS** :

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

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

20. LOSS LEADER:

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

ATTACHMENT A

Depository Libraries

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

Complete Depository Libraries

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

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

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

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

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

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

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

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

ATTACHMENT B

Selective Depository Libraries – Page 1 of 4

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

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

- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299
- California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533
- Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
- County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534

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

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

Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612

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

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

Law Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508

Law San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410

Law San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030

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

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

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

Law San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592

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

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

Law Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500

Law Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401

Law Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404

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

Law Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166

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

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

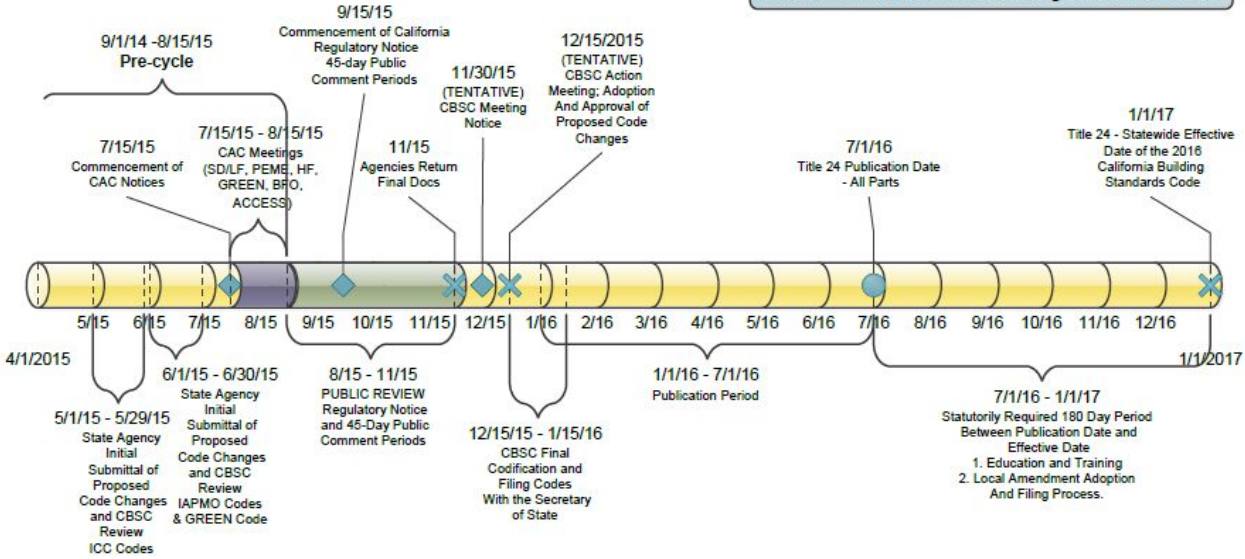
ATTACHMENT C

2016 Intervening Code Adoption Cycle Timeline –

January 1, 2017 Effective Date

2015 Triennial Code Adoption Cycle

For the 2016 California Building Standards Code



CAC Committees:

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

* All dates are subject to change

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["Rose, Debra" drose@nfpa.org](mailto:Rose,Debra@drose@nfpa.org)
["Betts, Bruce@DGS"](mailto:Betts,Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 5/4/2016 8:38:53 AM
Subject: RE: NFPA Cal. Electrical Code

Thank Debra, we will get these changes today.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Rose, Debra [mailto:drose@nfpa.org]
Sent: Wednesday, May 04, 2016 8:33 AM
To: Benny, Katrina@DGS; Betts, Bruce@DGS
Cc: Berry, Dennis; Marvelli, Mia@DGS; de la Motte, Leann@DGS; Biedermann, Cynthia@DGS
Subject: RE: NFPA Cal. Electrical Code

Hi Katrina,

Dennis is in agreement with what we talked about yesterday and what you have highlighted below. Please incorporate those changes and send the contract to me for signature.

Best regards,
Debra
617-984-7595
drose@nfpa.org

National Fire Protection Association

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www.nfpa.org

From: Benny, atrina DGS [mailto: atrina.Benny_dgs.ca.gov](mailto:atrina.Benny_dgs.ca.gov)
Sent: Tuesday, May 3, 2016 5 27 PM
To: Rose, Debra drose@nfpa.org Betts, Bruce DGS Bruce.Betts_dgs.ca.gov

Cc: Berry, Dennis dberry@nfpa.org Marvelli, Mia DGS Mia.Marvelli@dgs.ca.gov de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov Biedermann, Cynthia DGS Cynthia.Biedermann@dgs.ca.gov
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.

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drose@nfpa.org

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From: Berry, Dennis
Sent: Wednesday, April 27, 2016 11:26 AM
To: katrina.benny@dgf.ca.gov
Cc: Rose, Debra drose@nfpa.org
Subject: NFPA Cal. Electrical Code

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2. Exhibit A page 5 Section G, the reference to 35 days should be 45 days. **Okay to leave as 35.**
3. Exhibit A page 3 section 4 A 3, you should understand that NFPA copyright requirements will include the NFPA logo and the NEC logo on the cover.

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["Betts, Bruce@DGS" Bruce.Betts@dgs.ca.gov](mailto:Bruce.Betts@dgs.ca.gov)
Date: 5/4/2016 8:33:16 AM
Subject: RE: NFPA Cal. Electrical Code

Hi Katrina,

Dennis is in agreement with what we talked about yesterday and what you have highlighted below. Please incorporate those changes and send the contract to me for signature.

Best regards,

Debra

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["Betts, Bruce@DGS"](mailto:Betts,Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 5/3/2016 2:26:55 PM
Subject: RE: NFPA Cal. Electrical Code

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From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
["de la Motte, Leann@DGS" Leann.delaMotte@dgs.ca.gov](mailto:Leann.delaMotte@dgs.ca.gov)
Date: 5/3/2016 1:35:16 PM
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Katrina,

I just spoke with Debra and there were some changes on the 27th that Dennis sent to an incorrect email address. Debra is going to resend the email to you.

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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 12:14 PM
To: de la Motte, Leann@DGS; Betts, Bruce@DGS
Cc: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

I hadn't received anything from Debra after our teleconference call with her and (forgot his name). At that point we made the updates (that I knew about) and sent them to Bruce. Which then Bruce sent them back to NFPA

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: de la Motte, Leann@DGS
Sent: Tuesday, May 03, 2016 11:52 AM
To: Benny, Katrina@DGS
Cc: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

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Thank you,

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



From: Betts, Bruce@DGS
Sent: Tuesday, May 03, 2016 11:33 AM
To: de la Motte, Leann@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Here is her response after I sent the contract to her for signature. She said Katrina has the updates.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

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

Sent: Thursday, April 28, 2016 8:18 AM

To: Betts, Bruce@DGS

Cc: de la Motte, Leann@DGS

Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Bruce,

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Debra

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From: Betts, Bruce DGS <mailto:Bruce.Betts@dgs.ca.gov>

Sent: Thursday, April 28, 2016 11:12 AM

To: Rose, Debra drose@nfpa.org

Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov

Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Good morning Debra,

I wanted to check in and ask if you have any questions and if the signed agreement has been sent back to DGS Thank you.

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS
Sent: Tuesday, April 26, 2016 11:08 AM
To: 'Rose, Debra'
Cc: de la Motte, Leann@DGS
Subject: 2016 California Building Standards Code Part 3 Publication Agreement

Hello Debra,

Agreement #3188107 is attached for signature. The agreement are for the 2016 California Building Standards Codes Part 3 for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than April 28, 2016 if possible. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

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["de la Motte, Leann@DGS"](mailto:de_la_Motte_Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 5/3/2016 12:41:59 PM
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Debra may be confused on the email chain. I will give her a call this afternoon to clarify that she needs to have Kimberly sign the documents I sent on 4/26 and return them to us.

Bruce Betts

Acquisition Analyst

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["Betts, Bruce@DGS" Bruce.Betts@dgs.ca.gov](mailto:Bruce.Betts@dgs.ca.gov)
Date: 5/3/2016 12:14:31 PM
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Ok, I will let him know that we have NOT received any additional edits from Deborah/NFPA.

Thank you.

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Associate Governmental Program Analyst
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Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than April 28, 2016 if possible. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.de laMotte@dgs.ca.gov
["Betts, Bruce@DGS"](mailto:Betts, Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 5/3/2016 12:13:38 PM
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

I hadn't received anything from Debra after our teleconference call with her and (forgot his name). At that point we made the updates (that I knew about) and sent them to Bruce. Which then Bruce sent them back to NFPA

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: de la Motte, Leann@DGS
Sent: Tuesday, May 03, 2016 11:52 AM
To: Benny, Katrina@DGS
Cc: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Katrina,

Did you receive additional changes from Debra for the NFPA contract If so, have they been reviewed and/or accepted Both Deborah and Bruce are requesting a status update.

Thank you,

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



From: Betts, Bruce@DGS
Sent: Tuesday, May 03, 2016 11:33 AM
To: de la Motte, Leann@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Here is her response after I sent the contract to her for signature. She said Katrina has the updates.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [<mailto:drose@nfpa.org>]
Sent: Thursday, April 28, 2016 8:18 AM
To: Betts, Bruce@DGS
Cc: de la Motte, Leann@DGS
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Bruce,

We had a few more changes and sent it back to Katrina for updating.

Best regards,
Debra

617-984-7595

drose@nfpa.org

National Fire Protection Association

The leading information and knowledge resource on fire, electrical and related hazards.

www.nfpa.org

From: Betts, Bruce DGS <mailto:Bruce.Betts@dgs.ca.gov>
Sent: Thursday, April 28, 2016 11:12 AM
To: Rose, Debra drose@nfpa.org
Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Good morning Debra,

I wanted to check in and ask if you have any questions and if the signed agreement has been sent back to DGS. Thank you.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS
Sent: Tuesday, April 26, 2016 11:08 AM
To: 'Rose, Debra'
Cc: de la Motte, Leann@DGS
Subject: 2016 California Building Standards Code Part 3 Publication Agreement

Hello Debra,

Agreement #3188107 is attached for signature. The agreement are for the 2016 California Building Standards Codes Part 3 for the Department of General Services, California Building Standards Commission.

Please print and sign four original, single-sided copies of the STD 213 (first page of the electronic files) and return these to me at the address listed below in my signature block via expedited mail. We would like to have the signed documents back no later than April 28, 2016 if possible. Once we receive the documents we will obtain the other signatures and approvals to get the agreement executed as quickly as possible.

Please let me know if you find any errors or discrepancies.

Thank you and have a great day

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: ["de la Motte," Leann@DGS](mailto:Leann@DGS)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
Date: 5/3/2016 11:51:43 AM
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Katrina,

Did you receive additional changes from Debra for the NFPA contract If so, have they been reviewed and/or accepted Both Deborah and Bruce are requesting a status update.

Thank you,

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



From: Betts, Bruce@DGS
Sent: Tuesday, May 03, 2016 11:33 AM
To: de la Motte, Leann@DGS
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

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Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

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Sent: Thursday, April 28, 2016 8:18 AM
To: Betts, Bruce@DGS
Cc: de la Motte, Leann@DGS
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Hi Bruce,

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Best regards,

Debra

617-984-7595

drose@nfpa.org

National Fire Protection Association

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www.nfpa.org

From: Betts, Bruce DGS <mailto:Bruce.Betts@dgs.ca.gov>
Sent: Thursday, April 28, 2016 11:12 AM
To: Rose, Debra drose@nfpa.org
Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov
Subject: RE: 2016 California Building Standards Code Part 3 Publication Agreement

Good morning Debra,

I wanted to check in and ask if you have any questions and if the signed agreement has been sent back to DGS Thank you.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Betts, Bruce@DGS

Sent: Tuesday, April 26, 2016 11:08 AM

To: 'Rose, Debra'

Cc: de la Motte, Leann@DGS

Subject: 2016 California Building Standards Code Part 3 Publication Agreement

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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)

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny_Katrina@DGS
To: ["Betts, Bruce@DGS"](mailto:Betts_Bruce@DGS) Bruce.Betts@dgs.ca.gov
["Frost, Laura@DGS"](mailto:Frost_Laura@DGS) Laura.Frost@dgs.ca.gov
["Banzon, Jonette@DGS"](mailto:Banzon_Jonette@DGS) Jonette.Banzon@dgs.ca.gov
Date: 4/15/2016 9:57:15 AM
Subject: RE: Publishing contracts

Last but not least IAPMO consideration of value \$2,300,000 .

Have a great weekend everyone.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Benny, Katrina@DGS
Sent: Wednesday, April 13, 2016 9:26 AM
To: Betts, Bruce@DGS; Frost, Laura@DGS; Banzon, Jonette@DGS
Cc: Nearman, Michael@DGS; Biedermann, Cynthia@DGS; de la Motte, Leann@DGS; Marvelli, Mia@DGS
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 - \$2,300,000

Thank you,

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: ["Monte Bogatz" monte.bogatz@iapmo.org](mailto:monte.bogatz@iapmo.org)
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Russ Chaney" Russ.Chaney@iapmo.org](mailto:Russ.Chaney@iapmo.org)
Date: 4/15/2016 9:47:52 AM
Subject: RE: 2016 California Mechanical & Plumbing Contracts

Cynthia, Sorry for the delay. These numbers are 2013-present and include hardcover and electronic version. This does not include complimentary copies.

2013 CPC 8,647 copies

2013 CMC 7,200 copies

Monte H. Bogat

Executive Vice President and General Counsel

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-230-5537 direct

909-472-4241 fax

monte.bogatz@iapmo.org

www.iapmo.org

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Please consider the environment before printing this email 

From: Biedermann, Cynthia [mailto:Cynthia.Biedermann@dgs.ca.gov]

Sent: Tuesday, April 12, 2016 3:39 PM

To: Monte Bogatz [mailto:monte.bogatz@iapmo.org]; Russ Chaney [mailto:Russ.Chaney@iapmo.org]

12/17/2016

Cc: Leticia Gallegos leticia.gallegos iapmo.org Marvelli, Mia DGS Mia.Marvelli dgs.ca.gov Heather offman
Heather.offman iapmo.org Benny, atrina DGS atrina.Benny dgs.ca.gov
Subject: RE 2016 California Mechanical Plumbing Contracts

Dear Monte,

Thank you for your quick follow-up concerning our inquiry. Can you advise how many copies of the 2013 CMC and CPC have been sold

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: Monte Bogatz [<mailto:monte.bogatz@iapmo.org>]
Sent: Tuesday, April 12, 2016 10:48 AM
To: Russ Chaney; Biedermann, Cynthia@DGS
Cc: Leticia Gallegos; Marvelli, Mia@DGS; Heather Koffman
Subject: RE: 2016 California Mechanical & Plumbing Contracts

Cynthia, Russ, IAPMO doesn't assign a value to this agreement because this is a mutual license grant between the parties. The items being given and received are intellectual property rights that are considered intangible assets in so far as they are not physical in nature, are and akin to goodwill, brand recognition, etc., things that you cannot touch or feel and do not explicitly have a monetary value.

Monte H. Bogatz
Executive Vice President and General Counsel
The IAPMO Group
4755 E. Philadelphia St.

Ontario, CA 91761
909-472-4100
909-230-5537 direct
909-472-4241 fa
monte.bogat@iapmo.org
.IAPMO.ORG

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Please consider the environment before printing this email 

From: Russ Chaney
Sent: Tuesday, April 12, 2016 10:43 AM
To: Biedermann, Cynthia DGS Cynthia.Biedermann@dgs.ca.gov
Cc: Leticia Gallegos leticia.gallegos@iapmo.org Marvelli, Mia DGS Mia.Marvelli@dgs.ca.gov Monte Bogat monte.bogat@iapmo.org Heather offman Heather.offman@iapmo.org
Subject: Re: 2016 California Mechanical Plumbing Contracts

Hi Cynthia

I'm forwarding your request to our in-house legal department of Monte Bogatz and Heather Koffman. I'm confident they can get the info to you quickly as we know you are trying to get these contracts wrapped up.

Monte, Heather, please get back to Cynthia

All the best

Russ

GP Russ Chaney
CEO, The IAPMO Group

From: Biedermann, Cynthia DGS Cynthia.Biedermann_dgs.ca.gov
Date: Tuesday, April 12, 2016 at 10 32 AM
To: Russ Chaney Russ.Chaney_iapmo.org
Cc: Leticia Gallegos leticia.gallegos_iapmo.org , Marvelli, Mia DGS Mia.Marvelli_dgs.ca.gov
Subject: 2016 California Mechanical Plumbing Contracts

Dear Mark,

Dear Russ,

The Department of General Services- Office of Legal Services is requesting an estimated dollar value of the 2016 CBSC/IAPMO agreement.

Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: Benny_Katrina@DGS

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

Date: 4/14/2016 9:39:22 AM

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

Attachments: [HNK 3188106.BSC.2016 California Mechanical and Plumbing Code Publication Agreement.docx](#)

Bruce,

I see in the actual contract – found twice on the first page (the first paragraph and under the project summary) – the error and maybe why the 213 is wrong.

It reads: The International Association of **Building** and Mechanical Officials (IAPMO)

Should read: The International Association of **Plumbing** and Mechanical Officials (IAPMO)

I can't believe that we ALL have read this over and over and didn't catch it We might want to resend them another front page of the contract I have made the changes in the attached document with track changes.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS

Sent: Monday, April 11, 2016 11:04 AM

To: Biedermann, Cynthia@DGS; de la Motte, Leann@DGS

Cc: Benny, Katrina@DGS; Marvelli, Mia@DGS; Frost, Laura@DGS

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

Good morning,

Please review the attached document with requested changes from IAPMO. Please let me know if you approve these suggested changes. Once you approve these changes, I will prepare the final contract and forward it to IAPMO for signature. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]

Sent: Monday, April 11, 2016 9:24 AM

To: Betts, Bruce@DGS

Cc: Monte Bogatz; Frost, Laura@DGS

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

Bruce,

Please see the attached redline. Of course please let me know ASAP if there are any concerns.

Best,

Heather Nicole Koffman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.Koffman@iapmo.org

www.iapmo.org

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12/17/2016

original transmission and its attachments without reading or saving in any manner. Thank you.

From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Date: Thursday, April 7, 2016 at 2:48 PM
To: Heather offman Heather.offman@iapmo.org
Cc: Monte Bogat monte.bogat@iapmo.org , Frost, Laura DGS Laura.Frost@dgs.ca.gov
Subject: RE: 2016 California Mechanical and Plumbing Code Publication Agreement

Hi Heather,

We generally do not change the language in the CCC-307 document. However, the statement from your employee handbook (highlighted below) meets the intent of the requirement in para 2.b.(1).

Thanks for asking

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Thursday, April 07, 2016 2:29 PM
To: Betts, Bruce@DGS
Cc: Monte Bogatz
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Bruce,

Thanks for taking the time to talk to me today.

I want to close the loop on the issue with respect to the CCC-307 regarding Drug Free workplace requirements.

12/17/2016

CCC-307, at Section 2, asks us to affirmatively certify to the following

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.)

I am confident that we accomplish everything besides B 1 .

For A , B 2 , B 4 , and C , we have a drug-free workplace policy in our employee handbook, which specifies that violation can result in discipline up to and including termination. Our employees affirmatively acknowledge this. For B 3 , we have, and employees are made aware of, an employee assistance program.

I am concerned that we may not have a program that qualifies as informing employees about the dangers of drug abuse in the workplace and that we may not, therefore, meet the requirements of B 1 . Our employee handbook states, "The possession, use, or sale of controlled substances in the workplace, or individuals who are under the influence of these substances, pose unacceptable risks for safe, healthful, and efficient operations. All employees must report to work in a fit condition to perform their jobs safely and well." That is the content of our program's provision of educational information about the dangers of drug use.

I would suggest unless you object that we simply strike through B 1 and initial it. Let me know if you anticipate this causing a problem.

Best,
Heather

Heather Nicole Hoffman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.offman@iapmo.org

www.iapmo.org

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From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov

Date: Thursday, April 7, 2016 at 10 29 AM

To: Heather offman Heather.offman@iapmo.org

Subject: RE 2016 California Mechanical and Plumbing Code Publication Agreement

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

Bruce,

I wanted to get this form to you immediately, per your email to Russ below. It's completed and signed.

Please note that Section 6 remains blank. I wasn't sure exactly what to enter there, so I left that for you to fill out.

Also, the information requested in your email below

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

Contractor	IAPMO
Contact	Lynne Simnick
Phone	909 472-4110
E-mail	Lynne.Simnick@iapmo.org
Address	4755 E. Philadelphia St.
	Ontario, CA 91761

Best,
Heather Nicole offman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.offman@iapmo.org

www.iapmo.org

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From: Russ Chaney Russ.Chaney@iapmo.org

Date: Thursday, April 7, 2016 at 9 28 AM

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

Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov , Monte Bogat monte.bogat@iapmo.org , Heather offman Heather.offman@iapmo.org

Subject: Re 2016 California Mechanical and Plumbing Code Publication Agreement

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.

All the best

Russ

GP Russ Chaney

CEO, The IAPMO Group

From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Date: Thursday, April 7, 2016 at 8:38 AM
To: Russ Chaney Russ.Chaney@iapmo.org
Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov
Subject: F 2016 California Mechanical and Plumbing Code Publication Agreement

Good morning Russ,

Is it possible for you to complete the STD204 form that is attached to this email and return it to me today. There is information I need on the form (your 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 attached a draft copy of the agreement. These drafts will be finalized once I receive the documents and information requested in this communication. So that OBAS

12/17/2016

can process this agreement, I will require the following completed documents (Scanned copies are acceptable, but the original document(s) will need to be forwarded with the contract package as described below). Please review the agreement and forward the completed documents no later than COB April 8th, 2016.

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

CCC-307 Contractor Certification Clauses (attached)

Std 204 Payee Data Record (attached)

GSPD-05-105 Bidder Declaration (attached)

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

Name of person signing the contract: [Redacted]

Title of person signing the contract [Redacted]

Complete Address of Signer of contract: [Redacted]

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

Contractor IAPMO
Contact [Redacted]
Phone [Redacted]
E-mail [Redacted]
Address [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

From: Benny_Katrina@DGS
To: ["Marvelli_Mia@DGS"](mailto:Marvelli_Mia@DGS) Mia.Marvelli@dgs.ca.gov
Date: 4/13/2016 2:42:24 PM
Subject: RE: Publishing Contracts

I get it –

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Marvelli, Mia@DGS
Sent: Wednesday, April 13, 2016 2:42 PM
To: Benny, Katrina@DGS
Subject: FW: Publishing Contracts

This may help explain why Jonette needed the (publishers) contract value amount.

Mia Marvelli, Executive Director

California Building Standards Commission

www.BSC.ca.gov

916.263.0916

From: Jamison, Brent@DGS
Sent: Wednesday, April 13, 2016 2:23 PM
To: Marvelli, Mia@DGS
Cc: Banzon, Jonette@DGS
Subject: Publishing Contracts

Talked to Jonette. Sounds like they needed to know the value of the contracts so they could figure out who would be the signatory on the contract. If they're over a million, they exceed your delegated authority .

Thanks,

Brent J. Jamison

Deputy Director, Interagency Support Division

State of California » Department of General Services

Phone (916) 376-1784

Email Brent.Jamison@dgs.ca.gov



From: [Jamison, Brent@DGS](mailto:Jamison_Brent@DGS)
To: ["Marvelli, Mia@DGS"](mailto:Marvelli_Mia@DGS) Mia.Marvelli@dgs.ca.gov
Date: 4/13/2016 2:22:45 PM
Subject: Publishing Contracts

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Brent J. Jamison

Deputy Director, Interagency Support Division

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Email Brent.Jamison@dgs.ca.gov



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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: ["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)
Date: 4/13/2016 8:40:33 AM
Subject: RE: 2016 California Contracts

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Mark Johnson
International Code Council
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Brea, California 92821
Phone 888 422-7233, e tension 3248
Cell Phone 562 331-4608

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Sent: Wednesday, April 13, 2016 8:19 AM
To: Mark Johnson; Biedermann, Cynthia@DGS; Dave Walls
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts



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Cynthia,

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Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

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CALIFORNIA BUILDING

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Thanks for the follow-up.

C

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: Dave Walls [<mailto:dwalls@ICCSafe.ORG>]
Sent: Tuesday, April 12, 2016 10:31 AM
To: Biedermann, Cynthia@DGS; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

Hi Cynthia,

By chance, do you have a copy of the estimated dollar values associated with the 2013 codes

From: Biedermann, Cynthia@DGS [<mailto:Cynthia.Biedermann@dgs.ca.gov>]
Sent: Tuesday, April 12, 2016 10:27 AM
To: Mark Johnson
Cc: Dave Walls; Casey Thomas; Marvelli, Mia@DGS
Subject: 2016 California Contracts

Dear Mark,

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- ICC Parts 1, 6, 8, 11, 12

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Regards,

Cynthia

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From: ["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)
Date: 4/12/2016 3:11:19 PM
Subject: RE: 2016 California Contracts

Cynthia,

Any guidance would be helpful. Do you think this will significantly delay the signing of the contract

Mark

Mark Johnson
International Code Council
Western Regional Office
3060 Saturn Street, Suite 100
Brea, California 92821
Phone 888 422-7233, extension 3248
Cell Phone 562 331-4608

From: Biedermann, Cynthia@DGS [mailto:Cynthia.Biedermann@dgs.ca.gov]
Sent: Tuesday, April 12, 2016 2:11 PM
To: Dave Walls; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS; Benny, Katrina@DGS
Subject: RE: 2016 California Contracts

Dear Mark and Dave,

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ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
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To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)
Date: 4/12/2016 2:14:30 PM
Subject: RE: 2016 California Contracts

Thank you Cynthia

From: Biedermann, Cynthia@DGS [mailto:Cynthia.Biedermann@dgs.ca.gov]
Sent: Tuesday, April 12, 2016 2:11 PM
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["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)
Date: 4/12/2016 2:11:24 PM
Subject: RE: 2016 California Contracts

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["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)
Date: 4/12/2016 11:21:29 AM
Subject: RE: 2016 California Contracts

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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

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:
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: ["Monte Bogatz" monte.bogatz@iapmo.org](mailto:monte.bogatz@iapmo.org)
To: ["Russ Chaney" Russ.Chaney@iapmo.org](mailto:Russ.Chaney@iapmo.org)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
Date: 4/12/2016 10:48:04 AM
Subject: RE: 2016 California Mechanical & Plumbing Contracts

Cynthia, Russ, IAPMO doesn't assign a value to this agreement because this is a mutual license grant between the parties. The items being given and received are intellectual property rights that are considered intangible assets in so far as they are not physical in nature, are and akin to goodwill, brand recognition, etc., things that you cannot touch or feel and do not explicitly have a monetary value.

Monte H. Bogat

Executive Vice President and General Counsel

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-230-5537 direct

909-472-4241 fax

monte.bogatz@iapmo.org

www.iapmo.org

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Please consider the environment before printing this email 

From: Russ Chaney

Sent: Tuesday, April 12, 2016 10:43 AM

To: Biedermann, Cynthia DGS Cynthia.Biedermann@dgs.ca.gov

Cc: Leticia Gallegos leticia.gallegos@iapmo.org Marvelli, Mia DGS Mia.Marvelli@dgs.ca.gov Monte Bogat

monte.bogatz@iapmo.org Heather Offman Heather.Offman@iapmo.org

4/12/2016

Subject: Re 2016 California Mechanical Plumbing Contracts

Hi Cynthia

I'm forwarding your request to our in-house legal department of Monte Bogatz and Heather Koffman. I'm confident they can get the info to you quickly as we know you are trying to get these contracts wrapped up.

Monte, Heather, please get back to Cynthia

All the best

Russ

GP Russ Chaney
CEO, The IAPMO Group

From: Biedermann, Cynthia DGS Cynthia.Biedermann@dgs.ca.gov
Date: Tuesday, April 12, 2016 at 10 32 AM
To: Russ Chaney Russ.Chaney@iapmo.org
Cc: Leticia Gallegos leticia.gallegos@iapmo.org , Marvelli, Mia DGS Mia.Marvelli@dgs.ca.gov
Subject: 2016 California Mechanical Plumbing Contracts

Dear Mark,

Dear Russ,

The Department of General Services- Office of Legal Services is requesting an estimated dollar value of the 2016 CBSC/IAPMO agreement.

Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.

Regards,

Cynthia

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING

12/17/2016

NEW YEAR, NEW CODE

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

From: [Biedermann, Cynthia@DGS](mailto:Cynthia@DGS)
To: ["Dave Walls" dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)
["Mark Johnson" mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)
Date: 4/12/2016 10:45:43 AM
Subject: RE: 2016 California Contracts

Hi Dave

Katrina forwarded the following 2013 information but it was deemed insufficient:

- The respective publishers (International Code Council, NFPA, and IAPMO) do not charge the State of California for their publication services, nor does the State receive royalties from the sales. The actual cash value of the contract(s) to the State of California is nil and the perceived value is indeterminate, but estimated value could be in excess of \$150,000.

Thanks for the follow-up.

C

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: Dave Walls [mailto:dwalls@ICCSafe.ORG]
Sent: Tuesday, April 12, 2016 10:31 AM
To: Biedermann, Cynthia@DGS; Mark Johnson
Cc: Casey Thomas; Marvelli, Mia@DGS
Subject: RE: 2016 California Contracts

Hi Cynthia,

By chance, do you have a copy of the estimated dollar values associated with the 2013 codes

From: Biedermann, Cynthia@DGS [<mailto:Cynthia.Biedermann@dgs.ca.gov>]
Sent: Tuesday, April 12, 2016 10:27 AM
To: Mark Johnson
Cc: Dave Walls; Casey Thomas; Marvelli, Mia@DGS
Subject: 2016 California Contracts

Dear Mark,

The Department of General Services- Office of Legal Services is requesting an estimated dollar value of each of the 2016 CBSC/ICC agreements:

- ICC Parts 2, 2.5, 9, 10
- ICC Parts 1, 6, 8, 11, 12

Could you provide an estimate at your earliest convenience. Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

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

From: [Biedermann, Cynthia@DGS](mailto:Cynthia.Biedermann@DGS)
To: ["Russ Chaney" Russ.Chaney@iapmo.org](mailto:Russ.Chaney@iapmo.org)
Date: 4/12/2016 10:44:10 AM
Subject: RE: 2016 California Mechanical & Plumbing Contracts

Thank you Russ

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

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

From: Russ Chaney [mailto:Russ.Chaney@iapmo.org]
Sent: Tuesday, April 12, 2016 10:43 AM
To: Biedermann, Cynthia@DGS
Cc: Leticia Gallegos; Marvelli, Mia@DGS; Monte Bogatz; Heather Koffman
Subject: Re: 2016 California Mechanical & Plumbing Contracts

Hi Cynthia

I'm forwarding your request to our in-house legal department of Monte Bogatz and Heather Koffman. I'm confident they can get the info to you quickly as we know you are trying to get these contracts wrapped up.

Monte, Heather, please get back to Cynthia

All the best

Russ
GP Russ Chaney
CEO, The IAPMO Group

From: "Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov mailto:Cynthia.Biedermann@dgs.ca.gov
Date: Tuesday, April 12, 2016 at 10:32 AM
To: Russ Chaney Russ.Chaney@iapmo.org mailto:Russ.Chaney@iapmo.org
Cc: Leticia Gallegos leticia.gallegos@iapmo.org mailto:leticia.gallegos@iapmo.org , "Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov mailto:Mia.Marvelli@dgs.ca.gov
Subject: 2016 California Mechanical & Plumbing Contracts

Dear Mark,
Dear Russ,
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Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.
Regards,
Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: ["Russ Chaney" Russ.Chaney@iapmo.org](mailto:Russ.Chaney@iapmo.org)
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
Date: 4/12/2016 10:42:58 AM
Subject: Re: 2016 California Mechanical & Plumbing Contracts

Hi Cynthia

I'm forwarding your request to our in-house legal department of Monte Bogatz and Heather Koffman. I'm confident they can get the info to you quickly as we know you are trying to get these contracts wrapped up.

Monte, Heather, please get back to Cynthia

All the best

Russ
GP Russ Chaney
CEO, The IAPMO Group

From: "Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov <mailto:Cynthia.Biedermann@dgs.ca.gov>
Date: Tuesday, April 12, 2016 at 10:32 AM
To: Russ Chaney Russ.Chaney@iapmo.org <mailto:Russ.Chaney@iapmo.org>
Cc: Leticia Gallegos leticia.gallegos@iapmo.org <mailto:leticia.gallegos@iapmo.org> , "Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov <mailto:Mia.Marvelli@dgs.ca.gov>
Subject: 2016 California Mechanical & Plumbing Contracts

Dear Mark,
Dear Russ,
The Department of General Services- Office of Legal Services is requesting an estimated dollar value of the 2016 CBSC/IAPMO agreement. Could you provide an estimate at your earliest convenience. Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.
Regards,
Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING STANDARDS COMMISSION
916.263.1330

NEW YEAR, NEW CODE
Publication Date: July 1, 2016 Effective Date: January 1, 2017

From: ["de la Motte," Leann@DGS](mailto:de%20la%20Motte%2C%20Leann%40DGS)
To: ["Betts, Bruce@DGS" Bruce.Betts@dgs.ca.gov](mailto:Bruce.Betts@dgs.ca.gov)
["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
Date: 4/12/2016 10:41:52 AM
Subject: RE: 2016 California Mechanical and Plumbing Code Publication Agreement

Hi Bruce,

CBSC is ok with the changes made by IAPMO. Please move forward with the final contract.

Thank you

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



From: Betts, Bruce@DGS
Sent: Monday, April 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

Bruce,

Please see the attached redline. Of course please let me know ASAP if there are any concerns.

Best,

Heather Nicole Koffman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.Koffman@iapmo.org

www.iapmo.org

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From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Date: Thursday, April 7, 2016 at 2 48 PM
To: Heather offman Heather.offman@iapmo.org
Cc: Monte Bogat monte.bogat@iapmo.org , Frost, Laura DGS Laura.Frost@dgs.ca.gov
Subject: RE 2016 California Mechanical and Plumbing Code Publication Agreement

Hi Heather,

We generally do not change the language in the CCC-307 document. However, the statement from your employee handbook (highlighted below) meets the intent of the requirement in para 2.b.(1).

Thanks for asking

Bruce Betts

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

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

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Thursday, April 07, 2016 2:29 PM
To: Betts, Bruce@DGS
Cc: Monte Bogatz
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Bruce,

Thanks for taking the time to talk to me today.

I want to close the loop on the issue with respect to the CCC-307 regarding Drug Free workplace requirements.

CCC-307, at Section 2, asks us to affirmatively certify to the following

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.)

I am confident that we accomplish everything besides B 1 .

For A , B 2 , B 4 , and C , we have a drug-free workplace policy in our employee handbook, which specifies that violation can result in discipline up to and including termination our employees affirmatively acknowledge this. For B 3 , we have, and employees are made aware of, an employee assistance program.

I am concerned that we may not have a program that qualifies as informing employees about the dangers of drug abuse in the workplace and that we may not, therefore, meet the requirements of B 1 . Our employee handbook states, The possession, use, or sale of controlled substances in the workplace, or individuals who are under the influence of these substances, pose unacceptable risks for safe, healthful, and efficient operations. All employees must report to work in a fit condition to perform their jobs safely and well. That is the intent of our program's provision of educational information about the dangers of drug use.

I would suggest unless you object that we simply strike through B 1 and initial it. Let me know if you anticipate this causing a problem.

Best,

Heather

Heather Nicole Hoffman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.offman@iapmo.org

www.iapmo.org

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From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov

Date: Thursday, April 7, 2016 at 10:29 AM

To: Heather Hoffman Heather.offman@iapmo.org

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

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

12/17/2016

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

Bruce,

I wanted to get this form to you immediately, per your email to Russ below. It's completed and signed.

Please note that Section 6 remains blank. I wasn't sure exactly what to enter there, so I left that for you to fill out.

Also, the information requested in your email below

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

Contractor	IAPMO
Contact	Lynne Simnick
Phone	909 472-4110
E-mail	Lynne.Simnick@iapmo.org

Address	4755 E. Philadelphia St.
---------	--------------------------

Ontario, CA 91761

Best,
Heather Nicole offman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.offman@iapmo.org

www.iapmo.org

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From: Russ Chaney Russ.Chaney@iapmo.org

Date: Thursday, April 7, 2016 at 9 28 AM

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

Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov , Monte Bogat monte.bogat@iapmo.org , Heather offman Heather.offman@iapmo.org

Subject: Re 2016 California Mechanical and Plumbing Code Publication Agreement

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.

All the best

Russ

GP Russ Chaney
CEO, The IAPMO Group

From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Date: Thursday, April 7, 2016 at 8:38 AM
To: Russ Chaney Russ.Chaney@iapmo.org
Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov
Subject: F 2016 California Mechanical and Plumbing Code Publication Agreement

Good morning Russ,

Is it possible for you to complete the STD204 form that is attached to this email and return it to me today. There is information I need on the form (your 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

Contractor IAPMO
Contact [Redacted]
Phone [Redacted]
E-mail [Redacted]
Address [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

From: [Biedermann, Cynthia@DGS](mailto:Biedermann_Cynthia@DGS)
To: ["Russ Chaney" Russ.Chaney@iapmo.org](mailto:Russ.Chaney@iapmo.org)
Date: 4/12/2016 10:32:41 AM
Subject: 2016 California Mechanical & Plumbing Contracts

Dear Mark,

Dear Russ,

The Department of General Services- Office of Legal Services is requesting an estimated dollar value of the 2016 CBSC/IAPMO agreement.

Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: "Mark Johnson" mjohnson@icc-es.org
To: "Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov
Date: 4/12/2016 10:30:53 AM
Subject: Re: 2016 California Contracts

Cynthia,

I have a couple of questions on this. Am in a meeting currently but will call you when I get out.

Mark

Sent from my iPhone

On Apr 12, 2016, at 10:27 AM, Biedermann, Cynthia@DGS Cynthia.Biedermann@dgs.ca.gov wrote:

Dear Mark,

The Department of General Services- Office of Legal Services is requesting an estimated dollar value of each of the 2016 CBSC/ICC agreements:

- ICC Parts 2, 2.5, 9, 10
- ICC Parts 1, 6, 8, 11, 12

Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.

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Cynthia

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

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

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12/17/2016

From: "Dave Walls" dwalls@ICCSafe.ORG
To: "Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov
"Mark Johnson" mjohnson@icc-es.org
Date: 4/12/2016 10:30:40 AM
Subject: RE: 2016 California Contracts

Hi Cynthia,

By chance, do you have a copy of the estimated dollar values associated with the 2013 codes

From: Biedermann, Cynthia@DGS [mailto:Cynthia.Biedermann@dgs.ca.gov]
Sent: Tuesday, April 12, 2016 10:27 AM
To: Mark Johnson
Cc: Dave Walls; Casey Thomas; Marvelli, Mia@DGS
Subject: 2016 California Contracts

Dear Mark,

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- ICC Parts 1, 6, 8, 11, 12

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Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING STANDARDS COMMISSION 916.263.1330

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

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From: [Biedermann, Cynthia@DGS](mailto:Biedermann_Cynthia@DGS)
To: ["Berry, Dennis \(dberry@NFPA.org\)"](mailto:Berry, Dennis (dberry@NFPA.org)) dberry@NFPA.org
Date: 4/12/2016 10:30:39 AM
Subject: 2016 California Electrical Code

Dear Mark,

Dear Dennis,

The Department of General Services- Office of Legal Services is requesting an estimated dollar value of the CBSC /NFPA agreement for the 2016 California Electrical Code.

Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contract until they have this information. Please let me know if you have any questions.

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: [Biedermann, Cynthia@DGS](mailto:Biedermann_Cynthia@DGS)
To: ["Mark Johnson" mjohnson@icc-es.org](mailto:Mark Johnson)
Date: 4/12/2016 10:26:59 AM
Subject: 2016 California Contracts

Dear Mark,

The Department of General Services- Office of Legal Services is requesting an estimated dollar value of each of the 2016 CBSC/ICC agreements:

- ICC Parts 2, 2.5, 9, 10
- ICC Parts 1, 6, 8, 11, 12

Could you provide an estimate at your earliest convenience Legal cannot sign off/execute the contracts until they have this information. Please let me know if you have any questions.

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: ["de la Motte," Leann@DGS](mailto:Leann@DGS)
To: ["Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov](mailto:Mia.Marvelli@dgs.ca.gov)
Date: 4/12/2016 9:55:38 AM
Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement
Attachments: [HNK 3188106.BSC.2016 California Mechanical and Plumbing Code Publication Agreement.docx](#)

See attached for the changes made by IAPMO.

Thank you

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



From: Betts, Bruce@DGS
Sent: Monday, April 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

Bruce,

Please see the attached redline. Of course please let me know ASAP if there are any concerns.

Best,

Heather Nicole Koffman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.koffman@iapmo.org

www.iapmo.org

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12/17/2016

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: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Date: Thursday, April 7, 2016 at 2 48 PM
To: Heather offman Heather.offman@iapmo.org
Cc: Monte Bogat monte.bogat@iapmo.org , Frost, Laura DGS Laura.Frost@dgs.ca.gov
Subject: RE: 2016 California Mechanical and Plumbing Code Publication Agreement

Hi Heather,

We generally do not change the language in the CCC-307 document. However, the statement from your employee handbook (highlighted below) meets the intent of the requirement in para 2.b.(1).

Thanks for asking

Bruce Betts

Acquisition Analyst

Contract Services Section*(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Thursday, April 07, 2016 2:29 PM
To: Betts, Bruce@DGS
Cc: Monte Bogatz
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Bruce,

Thanks for taking the time to talk to me today.

I want to close the loop on the issue with respect to the CCC-307 regarding Drug Free workplace requirements.

CCC-307, at Section 2, asks us to affirmatively certify to the following

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.)

I am confident that we accomplish everything besides B 1 .

For A , B 2 , B 4 , and C , we have a drug-free workplace policy in our employee handbook, which specifies that violation can result in discipline up to and including termination our employees affirmatively acknowledge this. For B 3 , we have, and employees are made aware of, an employee assistance program.

I am concerned that we may not have a program that qualifies as informing employees about the dangers of drug abuse in the workplace and that we may not, therefore, meet the requirements of B 1 . **Our employee handbook states, The possession, use, or sale of controlled substances in the workplace, or individuals who are under the influence of these substances, pose unacceptable risks for safe, healthful, and efficient operations. All employees must report to work in a fit condition to perform their jobs safely and well.** That is the intent of our program's provision of educational information about the dangers of drug use.

I would suggest unless you object that we simply strike through B 1 and initial it. Let me know if you anticipate this causing a problem.

Best,
Heather

Heather Nicole offman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.offman@iapmo.org

www.iapmo.org

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From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov

Date: Thursday, April 7, 2016 at 10 29 AM

To: Heather offman Heather.offman@iapmo.org

Subject: RE 2016 California Mechanical and Plumbing Code Publication Agreement

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

Bruce,

I wanted to get this form to you immediately, per your email to Russ below. It's completed and signed.

Please note that Section 6 remains blank. I wasn't sure exactly what to enter there, so I left that for you to fill out.

Also, the information requested in your email below

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

Contractor	IAPMO
Contact	Lynne Simnick
Phone	909 472-4110
E-mail	Lynne.Simnick@iapmo.org
Address	4755 E. Philadelphia St.
	Ontario, CA 91761

Best,
Heather Nicole offman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

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Heather.offman@iapmo.org

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From: Russ Chaney Russ.Chaney@iapmo.org

Date: Thursday, April 7, 2016 at 9 28 AM

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

Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov , Monte Bogat monte.bogat@iapmo.org , Heather offman Heather.offman@iapmo.org

Subject: Re 2016 California Mechanical and Plumbing Code Publication Agreement

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.

All the best

Russ

GP Russ Chaney

CEO, The IAPMO Group

From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Date: Thursday, April 7, 2016 at 8:38 AM
To: Russ Chaney Russ.Chaney@iapmo.org
Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov
Subject: F 2016 California Mechanical and Plumbing Code Publication Agreement

Good morning Russ,

Is it possible for you to complete the STD204 form that is attached to this email and return it to me today. There is information I need on the form (your 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 attached a 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

Contractor	IAPMO
Contact	[Redacted]
Phone	[Redacted]
E-mail	[Redacted]
Address	[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

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["de la Motte, Leann@DGS" Leann.delaMotte@dgs.ca.gov](mailto:Leann.delaMotte@dgs.ca.gov)
Date: 4/11/2016 11:25:27 AM
Subject: RE: 2016 California Mechanical and Plumbing Code Publication Agreement

CBSC Staff – I reviewed the changes and see nothing to object too. However, we need a couple of eyes reviewing this.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Monday, April 11, 2016 11:04 AM
To: Biedermann, Cynthia@DGS; de la Motte, Leann@DGS
Cc: Benny, Katrina@DGS; Marvelli, Mia@DGS; Frost, Laura@DGS
Subject: FW: 2016 California Mechanical and Plumbing Code Publication Agreement

Good morning,

Please review the attached document with requested changes from IAPMO. Please let me know if you approve these suggested changes. Once you approve these changes, I will prepare the final contract and forward it to IAPMO for signature. Thank you

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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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

Bruce,

Please see the attached redline. Of course please let me know ASAP if there are any concerns.

Best,
Heather Nicole Koffman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.Koffman@iapmo.org

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From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov

Date: Thursday, April 7, 2016 at 2 48 PM

To: Heather offman Heather.offman@iapmo.org

Cc: Monte Bogat monte.bogat@iapmo.org , Frost, Laura DGS Laura.Frost@dgs.ca.gov

Subject: RE 2016 California Mechanical and Plumbing Code Publication Agreement

Hi Heather,

We generally do not change the language in the CCC-307 document. However, the statement from your employee handbook (highlighted below) meets the intent of the requirement in para 2.b.(1).

Thanks for asking

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]

Sent: Thursday, April 07, 2016 2:29 PM

To: Betts, Bruce@DGS

Cc: Monte Bogatz

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

Bruce,

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I would suggest unless you object that we simply strike through B 1 and initial it. Let me know if you anticipate this causing a problem.

Best,
Heather

Heather Nicole Hoffman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.offman@iapmo.org

.IAPMO.ORG

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From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Date: Thursday, April 7, 2016 at 10 29 AM
To: Heather offman Heather.offman@iapmo.org
Subject: RE 2016 California Mechanical and Plumbing Code Publication Agreement

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

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

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Sent: Thursday, April 07, 2016 10:29 AM

To: Betts, Bruce@DGS

Cc: Monte Bogatz

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

12/17/2016

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Also, the information requested in your email below

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

Contractor	IAPMO
Contact	Lynne Simnick
Phone	909 472-4110
E-mail	Lynne.Simnick@iapmo.org
Address	4755 E. Philadelphia St.
	Ontario, CA 91761

Best,
Heather Nicole Hoffman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.offman@iapmo.org

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From: Russ Chaney Russ.Chaney@iapmo.org

Date: Thursday, April 7, 2016 at 9 28 AM

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

Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov , Monte Bogat monte.bogat@iapmo.org , Heather offman Heather.offman@iapmo.org

Subject: Re 2016 California Mechanical and Plumbing Code Publication Agreement

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.

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All the best

Russ

GP Russ Chaney
CEO, The IAPMO Group

From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov

Date: Thursday, April 7, 2016 at 8 38 AM

To: Russ Chaney Russ.Chaney@iapmo.org
Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov
Subject: F 2016 California Mechanical and Plumbing Code Publication Agreement

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Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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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:

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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

Contractor IAPMO
Contact [Redacted]
Phone [Redacted]
E-mail [Redacted]
Address [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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov



From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
["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,

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Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

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Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

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

Bruce,

Please see the attached redline. Of course please let me know ASAP if there are any concerns.

Best,
Heather Nicole Koffman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

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Heather.offman@iapmo.org

.IAPMO.ORG

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From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Date: Thursday, April 7, 2016 at 2 48 PM
To: Heather offman Heather.offman@iapmo.org
Cc: Monte Bogat monte.bogat@iapmo.org , Frost, Laura DGS Laura.Frost@dgs.ca.gov
Subject: RE 2016 California Mechanical and Plumbing Code Publication Agreement

Hi Heather,

We generally do not change the language in the CCC-307 document. However, the statement from your employee handbook (highlighted below) meets the intent of the requirement in para 2.b.(1).

Thanks for asking

Bruce Betts

Acquisition Analyst

Contract Services Section(Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Heather Koffman [<mailto:Heather.Koffman@iapmo.org>]
Sent: Thursday, April 07, 2016 2:29 PM
To: Betts, Bruce@DGS
Cc: Monte Bogatz
Subject: Re: 2016 California Mechanical and Plumbing Code Publication Agreement

Bruce,

Thanks for taking the time to talk to me today.

I want to close the loop on the issue with respect to the CCC-307 regarding Drug Free workplace requirements.

CCC-307, at Section 2, asks us to affirmatively certify to the following

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.)

I am confident that we accomplish everything besides B 1 .

For A , B 2 , B 4 , and C , we have a drug-free workplace policy in our employee handbook, which specifies that violation can result in discipline up to and including termination. Our employees affirmatively acknowledge this. For B 3 , we have, and employees are made aware of, an employee assistance program.

I am concerned that we may not have a program that qualifies as informing employees about the dangers of drug abuse in the workplace and that we may not, therefore, meet the requirements of B 1 . Our employee handbook states, The possession, use, or sale of controlled substances in the workplace, or individuals who are under the influence of these substances, pose unacceptable risks for safe, healthful, and efficient operations. All employees must report to work in a fit condition to perform their jobs safely and well. That is the extent of our program's provision of educational information about the dangers of drug use.

I would suggest unless you object that we simply strike through B 1 and initial it. Let me know if you anticipate this causing a problem.

Best,
Heather

Heather Nicole Hoffman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.offman@iapmo.org

www.iapmo.org

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From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Date: Thursday, April 7, 2016 at 10:29 AM
To: Heather Offman Heather.offman@iapmo.org
Subject: RE: 2016 California Mechanical and Plumbing Code Publication Agreement

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

Bruce,

I wanted to get this form to you immediately, per your email to Russ below. It's completed and signed.

Please note that Section 6 remains blank. I wasn't sure exactly what to enter there, so I left that for you to fill out.

Also, the information requested in your email below

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

Contractor	IAPMO
Contact	Lynne Simnick
Phone	909 472-4110
E-mail	Lynne.Simnick@iapmo.org
Address	4755 E. Philadelphia St.
	Ontario, CA 91761

Best,
Heather Nicole offman

The IAPMO Group

4755 E. Philadelphia St.

Ontario, CA 91761

909-472-4100

909-218-8115 direct

Heather.offman@iapmo.org

.IAPMO.ORG

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From: Russ Chaney Russ.Chaney@iapmo.org
Date: Thursday, April 7, 2016 at 9 28 AM
To: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov , Monte Bogat monte.bogat@iapmo.org , Heather offman Heather.offman@iapmo.org
Subject: Re 2016 California Mechanical and Plumbing Code Publication Agreement

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.

All the best

Russ

GP Russ Chaney
CEO, The IAPMO Group

From: Betts, Bruce DGS Bruce.Betts@dgs.ca.gov
Date: Thursday, April 7, 2016 at 8 38 AM
To: Russ Chaney Russ.Chaney@iapmo.org
Cc: de la Motte, Leann DGS Leann.delaMotte@dgs.ca.gov
Subject: F 2016 California Mechanical and Plumbing Code Publication Agreement

Good morning Russ,

Is it possible for you to complete the STD204 form that is attached to this email and return it to me today. There is information I need on the form (you FEIN) to get some processes started here at the State. Waiting beyond today may put our May 1st deadline in jeopardy and we want to get the contract executed on that date.

Bruce Betts

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

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

From: Betts, Bruce@DGS
Sent: Tuesday, April 05, 2016 7:52 AM
To: 'Russ.Chaney@iapmo.org'
Cc: de la Motte, Leann@DGS
Subject: 2016 California Mechanical and Plumbing Code Publication Agreement

Good Morning Russ,

I am the Acquisition Analyst in the Office of Business and Acquisition Services (OBAS) assigned to assist with the execution of Contract #3188106 for the 2016 California Mechanical and Plumbing Code Publication Agreement for the Department of General Services, Building Standards Commission. I have a attached draft copy of the agreement. This drafts will be finalized once I receive the documents and information requested in this communications. So that OBAS can process this agreement, I will require the following completed documents (Scanned copies are acceptable, but the original document(s) will need to be forwarded with the contract package as described below). Please review the agreement and forward the completed documents no later than COB April 8th, 2016.

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

CCC-307 Contractor Certification Clauses (attached)

Std 204 Payee Data Record (attached)

GSPD-05-105 Bidder Declaration (attached)

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

Name of person signing the contract: [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

Contractor	IAPMO
Contact	[Redacted]

Phone
E-mail
Address

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

Thank you,

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Betts, Bruce@DGS](mailto:Betts_Bruce@DGS)
To: ["Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov](mailto:Cynthia.Biedermann@dgs.ca.gov)
Date: 4/11/2016 10:59:39 AM
Subject: RE: CBSC Contract

Heather just sent the proposed edits to me. I forward that on to you for approval shortly.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Biedermann, Cynthia@DGS
Sent: Monday, April 11, 2016 10:11 AM
To: Betts, Bruce@DGS
Cc: Benny, Katrina@DGS; Day, Kevin@DGS; Marvelli, Mia@DGS; de la Motte, Leann@DGS
Subject: FW: CBSC Contract

Bruce,

Please see IAPMO's response below to my email requesting an update on the contract. Separately, I received an out-of-office message from Debra Rose at NFPA. She's apparently out until next Monday, 4/18. I'm going to follow-up with other staffers to see where things stand.

Regards,

Cynthia

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING

12/17/2016

NEW YEAR, NEW CODE

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

From: Monte Bogatz [<mailto:monte.bogatz@iapmo.org>]
Sent: Monday, April 11, 2016 9:59 AM
To: Biedermann, Cynthia@DGS
Cc: Leticia Gallegos; Heather Koffman
Subject: RE: CBSC Contract

Hi Cynthia, Our Associate General Counsel, Heather Koffman, is working with Bruce Betts to finish things up. Russ wants to sign and send the contract up at the soonest and I think we are just about there- Heather may be awaiting one or two final clarifications from Bruce. Let me know any other questions or concerns. Many thanks. Monte

Monte H. Bogatz
Executive Vice President and General Counsel
The IAPMO Group
4755 E. Philadelphia St.
Ontario, CA 91761
909-472-4100
909-230-5537 direct
909-472-4241 fax
monte.bogatz@iapmo.org
www.iapmo.org

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Please consider the environment before printing this email 

From: Leticia Gallegos
Sent: Monday, April 11, 2016 9 55 AM
To: Monte Bogat monte.bogat_iapmo.org Heather offman Heather.offman_iapmo.org
Subject: F CBSC Contract

Do you have an update

Thank you,

Leticia Gallegos
Executive Assistant

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From: Biedermann, Cynthia DGS <mailto:Cynthia.Biedermann@dgs.ca.gov>
Sent: Monday, April 11, 2016 9 53 AM
To: Leticia Gallegos leticia.gallegos_iapmo.org
Subject: CBSC Contract

Good morning,

Could you provide us with an update on the contract review Russ indicated that he would try to sign it on Friday (4/8).

Thank you

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: [Biedermann, Cynthia@DGS](mailto:Biedermann_Cynthia@DGS)
To: ["Betts, Bruce@DGS"](mailto:Betts_Bruce@DGS) Bruce.Betts@dgs.ca.gov
Date: 4/11/2016 10:10:53 AM
Subject: FW: CBSC Contract

Bruce,

Please see IAPMO's response below to my email requesting an update on the contract. Separately, I received an out-of-office message from Debra Rose at NFPA. She's apparently out until next Monday, 4/18. I'm going to follow-up with other staffers to see where things stand.

Regards,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: Monte Bogatz [mailto:monte.bogatz@iapmo.org]
Sent: Monday, April 11, 2016 9:59 AM
To: Biedermann, Cynthia@DGS
Cc: Leticia Gallegos; Heather Koffman
Subject: RE: CBSC Contract

Hi Cynthia, Our Associate General Counsel, Heather Koffman, is working with Bruce Betts to finish things up. Russ wants to sign and send the contract up at the soonest and I think we are just about there- Heather may be awaiting one or two final clarifications from Bruce. Let me know any other questions or concerns. Many thanks. Monte

Monte H. Bogat
Executive Vice President and General Counsel
The IAPMO Group
4755 E. Philadelphia St.
Ontario, CA 91761
909-472-4100
909-230-5537 direct
909-472-4241 fax
monte.bogat@iapmo.org
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Please consider the environment before printing this email 

From: Leticia Gallegos
Sent: Monday, April 11, 2016 9:55 AM
To: Monte Bogat monte.bogat@iapmo.org; Heather Offman Heather.offman@iapmo.org
Subject: FCBSC Contract

Do you have an update

Thank you,

Leticia Gallegos
Executive Assistant

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Please consider the environment before printing this email ♻

From: Biedermann, Cynthia DGS <mailto:Cynthia.Biedermann@dgs.ca.gov>
Sent: Monday, April 11, 2016 9:53 AM
To: Leticia Gallegos leticia.gallegos@iapmo.org
Subject: CBSC Contract

Good morning,

Could you provide us with an update on the contract review Russ indicated that he would try to sign it on Friday (4/8).

Thank you

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE

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

From: Benny_Katrina@DGS
To: ["Betts_Bruce@DGS"](mailto:Betts_Bruce@DGS) Bruce.Betts@dgs.ca.gov
["de la Motte_Leann@DGS"](mailto:de_la_Motte_Leann@DGS) Leann.deLaMotte@dgs.ca.gov
Date: 4/4/2016 4:41:05 PM
Subject: RE: NFPA & IAPMO Agreements

Hi Bruce,

Leann had already left for the day, however, we noticed one typo of the zip code of NFPA it should be 0269-747.

Katrina Benny

Manager, CBSC
Phone 916-263-1350

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@DGS
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

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

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

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

Date: 4/4/2016 10:28:37 AM

Subject: RE: 2016 California Building Standards Code Publication Agreements

Works for me – add Kevin to the meeting too.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: de la Motte, Leann@DGS

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

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

Subject: RE: 2016 California Building Standards Code Publication Agreements

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

Leann de la Motte

Associate Governmental Program Analyst

Building Standards Commission

2525 Natomas Park Drive, Suite 130

Sacramento, CA 95833

(916)263-0677



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

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

I printed a copy for myself

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

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

Please see ICC's edits and the Email below.

Thank you

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



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

Hi Leann,

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

Good Morning Bruce,

Attached are the Contracts with ICC's changes indicated in track changes.

In addition, I have attached the following signed by Mark Johnson

- Commercially Useful Function Evaluation Form
- CCC-307
- Payee Data Record

We did have a question on the bidder declaration. We will be sending the content out to be printed and also another party will make the binders. However, we do not know who either of those parties will be at this juncture.

Can you please advise as to how we should fill out that form

Thank you and if you have any questions, feel free to contact me.

Casey L. Thomas
Executive Assistant
International Code Council
3060 Saturn Street, Suite 100
Brea, CA 92821
888-422-7233 3389
cthomas@iccsafe.org

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

Contractor	ICC
Contact	Mark A. Johnson
Phone	888-422-7233 3248
E-mail	m_ohnson_iccsafe.org
Address	3060 Saturn Street, Suite 100
	Brea, CA 92821

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

Thank you,

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

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

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From: "de la Motte," Leann@DGS

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

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

Subject: RE: 2016 California Building Standards Code Publication Agreements

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

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



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

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

I printed a copy for myself

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

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

Please see ICC's edits and the Email below.

Thank you

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



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

Hi Leann,

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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: 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

Good Morning Bruce,

Attached are the Contracts with ICC's changes indicated in track changes.

In addition, I have attached the following signed by Mark Johnson

- Commercially Useful Function Evaluation Form
- CCC-307
- Payee Data Record

We did have a question on the bidder declaration. We will be sending the content out to be printed and also another party will make the binders. However, we do not know who either of those parties will be at this juncture.

Can you please advise as to how we should fill out that form

Thank you and if you have any questions, feel free to contact me.

Casey L. Thomas

Executive Assistant

International Code Council

3060 Saturn Street, Suite 100

Brea, CA 92821

888-422-7233 3389
cthomas_iccsafe.org

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

Contractor	ICC
Contact	
	Mark A. Johnson
Phone	888-422-7233 3248
E-mail	m_ohnson_iccsafe.org
Address	
	3060 Saturn Street, Suite 100
	Brea, CA 92821

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

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

From: "de la Motte," Leann@DGS

To: "Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov
"Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov
"Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov

Date: 4/4/2016 9:41:22 AM

Subject: RE: 2016 California Building Standards Code Publication Agreements

Ok, Looks like everyone's schedule is clear for 10:00 will that work

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



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Executive Assistant

International Code Council

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Brea, CA 92821

888-422-7233 3389
cthomas_iccsafe.org

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["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)

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

Subject: FW: 2016 California Building Standards Code Publication Agreements

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

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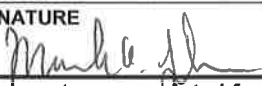
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PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD 204 (Rev. 6-2003)

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: - -	
<input type="checkbox"/> 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
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For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

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.

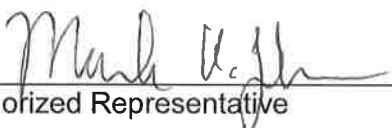
Per GC 14837, Section 1: A business that is performing a commercially useful function is one that does **ALL** of the following:

- 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.

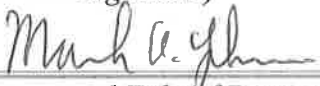
Acquisition Analyst

Date

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.

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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First Printing, July 1, 2016

Printed in The United States

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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.

From: "Mark Johnson" mjohnson@icc-es.org
To: "Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov
Date: 4/4/2016 8:18:10 AM
Subject: RE: CA Contracts

E cellent. Thanks Mia.

Mark Johnson
International Code Council
estern Regional Office
3060 Saturn Street, Suite 100
Brea, California 92821
Phone 888 422-7233, e tension 3248
Cell Phone 562 331-4608

From: Marvelli, Mia@DGS [mailto:Mia.Marvelli@dgs.ca.gov]
Sent: Monday, April 04, 2016 8:16 AM
To: Mark Johnson
Cc: de la Motte, Leann@DGS; Biedermann, Cynthia@DGS; Day, Kevin@DGS
Subject: RE: CA Contracts

Thank you Mark. Much appreciated. CBSC will follow up with DGS this week to get these finalized.

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

From: Mark Johnson [mailto:mjohnson@icc-es.org]
Sent: Monday, April 04, 2016 8:04 AM
To: Marvelli, Mia@DGS
Subject: CA Contracts

Mia,

I anted to follo up and let you kno the contracts ere submitted ith ICC edits last Friday. Let me kno if you have any uestions.

Mark

Mark Johnson
International Code Council
estern Regional Office
3060 Saturn Street, Suite 100
Brea, California 92821
Phone 888 422-7233, e tension 3248
Cell Phone 562 331-4608

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

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

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From: [Biedermann, Cynthia@DGS](mailto:Biedermann_Cynthia@DGS)

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

Date: 4/1/2016 1:57:16 PM

Subject: ICC Contracts

FYI- Casey with ICC called to say that they returned the contracts to Bruce Betts. They have a few questions for him but he's out until Monday. According to Casey, Mark made a few changes but nothing that will affect the integrity of the contracts.

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: "de la Motte," Leann@DGS

To: "Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov
"Biedermann, Cynthia@DGS" Cynthia.Biedermann@dgs.ca.gov
"Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov

Date: 3/30/2016 8:25:30 AM

Subject: RE: NFPA & IAPMO Agreements

I believe Bruce has training from 9:00-5:00 so it probably won't go out until Friday or Monday. (If we don't get back to him before 9:00)

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



From: Marvelli, Mia@DGS
Sent: Wednesday, March 30, 2016 8:23 AM
To: de la Motte, Leann@DGS; Biedermann, Cynthia@DGS; Benny, Katrina@DGS
Subject: RE: NFPA & IAPMO Agreements

Leann, can this wait until after 11:00 I'm prepping for a meeting with Secretary.

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

From: de la Motte, Leann@DGS
Sent: Wednesday, March 30, 2016 8:21 AM
To: Marvelli, Mia@DGS; Biedermann, Cynthia@DGS; Benny, Katrina@DGS
Subject: FW: NFPA & IAPMO Agreements

FYI: Bruce has the contracts ready to go. We just need to decide on the TERM so he can send them out to the Publishers.

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, March 30, 2016 7:55 AM
To: de la Motte, Leann@DGS
Subject: NFPA & IAPMO Agreements

Good morning Leann,

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

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: "de la Motte," Leann@DGS
To: "[Marvelli, Mia@DGS](mailto:Marvelli.Mia@DGS)" Mia.Marvelli@dgs.ca.gov
"[Biedermann, Cynthia@DGS](mailto:Biedermann.Cynthia@DGS)" Cynthia.Biedermann@dgs.ca.gov
"[Benny, Katrina@DGS](mailto:Benny.Katrina@DGS)" Katrina.Benny@dgs.ca.gov
Date: 3/30/2016 8:20:41 AM
Subject: FW: NFPA & IAPMO Agreements
Attachments: [NFPA 2016 PT 3 SOW - OBAS.docx](#)
[IAPMO 2016 SOW - OBAS.docx](#)

FYI: Bruce has the contracts ready to go. We just need to decide on the TERM so he can send them out to the Publishers.

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, March 30, 2016 7:55 AM
To: de la Motte, Leann@DGS
Subject: NFPA & IAPMO Agreements

Good morning Leann,

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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

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

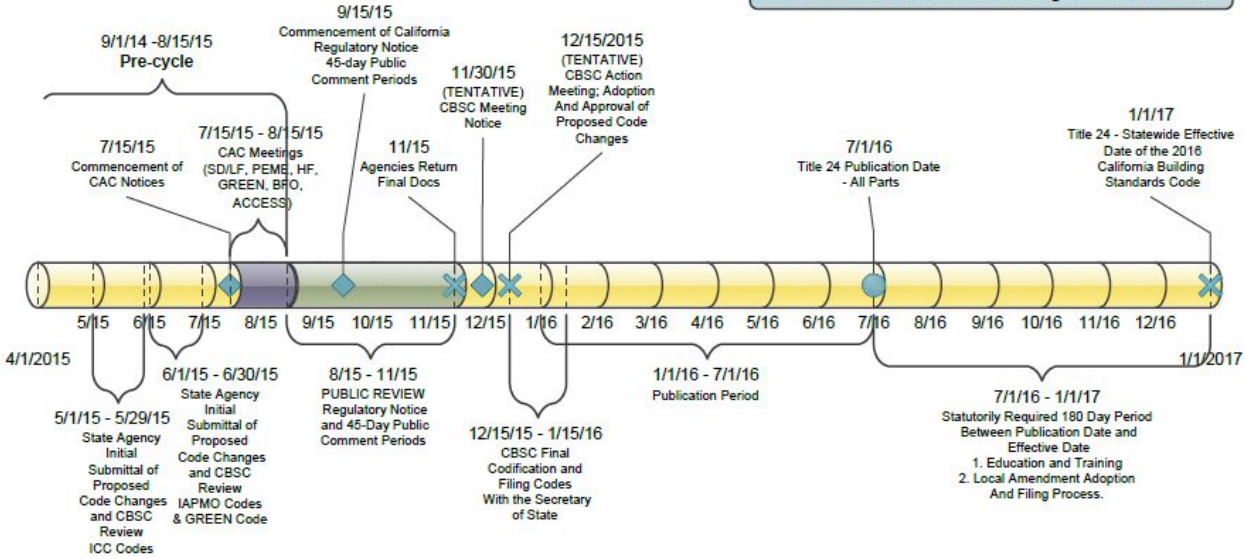
Law Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

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

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.

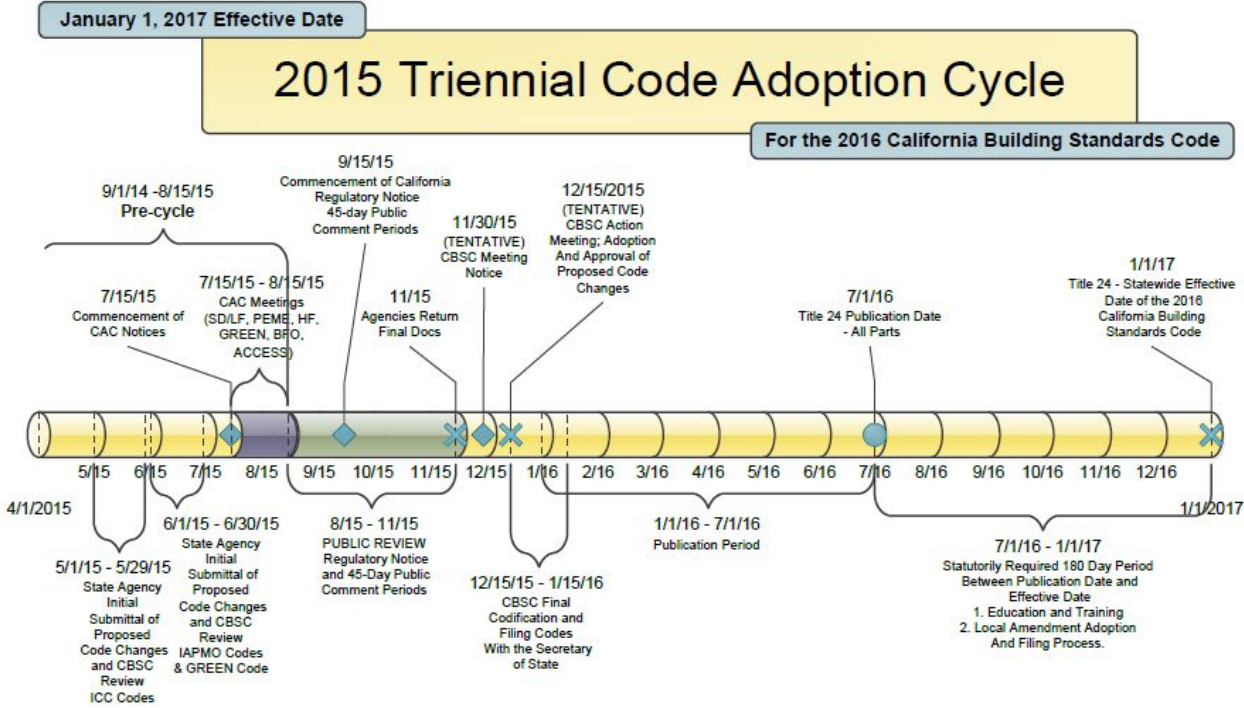
- A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
-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

From: [Valadez, Noah@DGS](mailto:Valadez_Noah@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: 3/29/2016 4:15:30 PM
Subject: RE: BSC printing

Thank you Leann.

From: de la Motte, Leann@DGS
Sent: Tuesday, March 29, 2016 4:13 PM
To: Valadez, Noah@DGS; Benny, Katrina@DGS
Cc: Marvelli, Mia@DGS
Subject: RE: BSC printing

Hi Noah,

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

The purchasing contracts are as follows:

#3188107 NFPA Code
#3188106 IAPMO Code
#3187607 ICC Code Parts 1, 6, 8, 11 & 12
#3187605 ICC Code Parts 2, 2.5, 9 & 10

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

Thank you,

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



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

Katrina,

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

Noah

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

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

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

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

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

Katrina and Leann,

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

Thank you.

Noah

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

Hi Noah,

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

The purchasing contracts are as follows:

#3188107 NFPA Code

#3188106 IAPMO Code

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

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

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

Thank you,

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



From: Valadez, Noah@DGS
Sent: Tuesday, March 29, 2016 3:20 PM
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Thank you.

Noah

From: [Valadez, Noah@DGS](mailto:Valadez_Noah@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: 3/29/2016 3:19:40 PM
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Subject: RE: BSC printing

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Noah

From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["Valadez, Noah@DGS"](mailto:Valadez, Noah@DGS) Noah.Valadez@dgs.ca.gov
["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
Date: 3/29/2016 3:06:33 PM
Subject: RE: BSC printing

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Thank you.

Noah

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

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

Brent J. Jamison

Deputy Director, Interagency Support Division



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

Brent-

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

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

Thanks,

Mia Marvelli, Executive Director

California Building Standards Commission

www.BSC.ca.gov

916.263.0916

From: ["de la Motte," Leann@DGS](mailto:Leann@DGS)
To: ["Benny, Katrina@DGS" Katrina.Benny@dgs.ca.gov](mailto:Katrina.Benny@dgs.ca.gov)
["Marvelli, Mia@DGS" Mia.Marvelli@dgs.ca.gov](mailto:Mia.Marvelli@dgs.ca.gov)
["Day, Kevin@DGS" Kevin.Day@dgs.ca.gov](mailto:Kevin.Day@dgs.ca.gov)
Date: 3/21/2016 10:07:10 AM
Subject: RE: CBSC Publishing Contracts

I had the same thought ..

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



From: Benny, Katrina@DGS
Sent: Monday, March 21, 2016 10:07 AM
To: de la Motte, Leann@DGS; Marvelli, Mia@DGS; Day, Kevin@DGS
Subject: RE: CBSC Publishing Contracts

Something struck me as odd with Bruce's comment: *Just formatting to get them into the template we are using!* thought we had used DGS' formatting

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: de la Motte, Leann@DGS
Sent: Friday, March 18, 2016 3:05 PM
To: Benny, Katrina@DGS; Marvelli, Mia@DGS; Day, Kevin@DGS
Subject: FW: CBSC Publishing Contracts

FYI:

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



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

Hi Leann,

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

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: de la Motte, Leann@DGS

Sent: Friday, March 18, 2016 10:15 AM

To: Betts, Bruce@DGS

Subject: RE: CBSC Publishing Contracts

Hi Bruce,

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

Thank you

Leann de la Motte

Associate Governmental Program Analyst

Building Standards Commission

2525 Natomas Park Drive, Suite 130

Sacramento, CA 95833

(916)263-0677



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

Hello Leann,

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

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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<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

Hello Bruce, I ve added both re uests to the log and added a folder to the drive. The numbers are belo .
 Thanks.

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

<http://inside.dgs.ca.gov/ad/obas/ContractsManage/ServicesUnit1250kandoverServicesUnit2S.asp>

CMS Intake Log - <http://dgssp.dgs.ca.gov/sites/OBAS/CMS/Forms/AllItems.asp>

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

Hello Jonee,

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

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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<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,

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(916)263-0677



From: [Benny, Katrina@DGS](mailto:Benny_Katrina@DGS)
To: ["de la Motte, Leann@DGS"](mailto:de la Motte, Leann@DGS) Leann.delaMotte@dgs.ca.gov
["Marvelli, Mia@DGS"](mailto:Marvelli, Mia@DGS) Mia.Marvelli@dgs.ca.gov
["Day, Kevin@DGS"](mailto:Day, Kevin@DGS) Kevin.Day@dgs.ca.gov
Date: 3/21/2016 10:06:35 AM
Subject: RE: CBSC Publishing Contracts

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Manager, CBSC
Phone 916-263-1350

From: de la Motte, Leann@DGS
Sent: Friday, March 18, 2016 3:05 PM
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FYI:

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Contract Services Section *(Team 3)*

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Joneé Oden
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<http://inside.dgs.ca.gov/ad/obas/ContractsManage/ServicesUnit1250kandoverServicesUnit2S.asp>

CMS Intake Log - <http://dgssp.dgs.ca.gov/sites/OBAS/CMS/Forms/AllItems.asp>

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["Day, Kevin@DGS" Kevin.Day@dgs.ca.gov](mailto:Kevin.Day@dgs.ca.gov)
Date: 3/18/2016 3:04:38 PM
Subject: FW: CBSC Publishing Contracts

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12/17/2016

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Jonee Oden

Intake Analyst

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<http://inside.dgs.ca.gov/ad/obas/ContractsManage/ServicesUnit1250kandoverServicesUnit2S.asp>

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