

From: [Frost, Laura DGS](#)
To: [Benny, Katrina DGS](#) Katrina.Benny@dgs.ca.gov
Date: 7/10/2015 10:18:37 AM
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,

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

Thanks,

Laura

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

[Laura,](#)

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

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

Thanks,

[Katrina](#)

.....

Hi Katrina,

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

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

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

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

C NTHIA BIEDERMANN ASSOCIATE GO ERNMENTAL PROGRAM ANAL ST CALIFORNIA
B ILDING STANDARDS COMMISSION 916.263.1330



From: [Frost, Laura DGS](#)
To: [Benny, Katrina DGS](#) Katrina.Benny@dgs.ca.gov
Date: 7/21/2015 4:53:03 PM
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,
The NCBs are still with PD for approval, to the best of my knowledge. I have not heard otherwise.

Thanks,

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

From: Benny, Katrina@DGS
Sent: Tuesday, July 21, 2015 4:46 PM
To: Frost, Laura@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: ICC 2013 Code Agreements

Laura,

Our plan is to have one draft Scope of Work to you hopefully COB Friday if not then by the early next week.

Do you have the signed NCB's including their numbers yet that we can refer to and enclose in our packets

Katrina Benny

Manager, CBSC
Phone 916-263-1350

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

Hi Katrina,

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

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

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

CRF

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf>

GC19130

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>

Mission Critical

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc>

Scope of work template:

E HIBIT A
SCOPE OF WORK

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

1. PROJECT SUMMARY

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

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

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

2. TERM

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

3. PROJECT REPRESENTATIVES

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

BSC Contract Administrator
TBE (To Be Entered)

Contractor's Contract Administrator
To Be Determined (TBD)

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

4. PERFORMANCE DETAILS

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

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

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

5. SERVICE DETAILS

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

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

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

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

6. **WORK DETAILS**

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

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

C. *The Contractor will ...*

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

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

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

Thanks,
Laura

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

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

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

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

Katrina Benny

Manager, CBSC
Phone 916-263-1350

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

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

Thanks,
Laura

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

a a
Pe o o e a o e e a e o of e fo ag ee e
Pe a e e e a e e o o o o ee

a
a a

.....

Hi Katrina,
I picked these up and walked them over to the person in PD that reviews and approves. Once they approve, we would be able to start working on issuing the contracts.
Let me know if you have additional questions or want to talk about the process.
Thanks,
Laura Frost
OBAS/Service Contracts
Ph: (916) 375-4989

Katrina Benny
Manager, CBSC
Phone 916-263-1350

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

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

C NTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING



From: [Day, Kevin DGS](#)
To: [Frost, Laura DGS](#) [Laura.Frost@dgs.ca.gov](#)
Date: 10/23/2015 1:27:26 PM
Subject: RE: ICC 2013 Code Agreements

nderstood, thanks for the update Laura. Have a great day today!

Kevin Day
916.263.0355

From: Frost, Laura@DGS
Sent: Friday, October 23, 2015 1:27 PM
To: Day, Kevin@DGS
Subject: RE: ICC 2013 Code Agreements

Hi Kevin,
Sorry for the delay. I would like to assign this to an analyst to review and eventually process the contract.

Bruce Betts will be contacting you.

Thanks,

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

From: Frost, Laura@DGS
Sent: Thursday, October 08, 2015 7:06 PM
To: Day, Kevin@DGS
Subject: RE: ICC 2013 Code Agreements

Hi Kevin,
Thank you. I will review this and get back to you.

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

From: Day, Kevin@DGS
Sent: Wednesday, October 07, 2015 3:31 PM
To: Frost, Laura@DGS
Cc: de la Motte, Leann@DGS; Benny, Katrina@DGS; Biedermann, Cynthia@DGS
Subject: ICC 2013 Code Agreements

Hi Laura,

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

Once again, we appreciate your guidance with this.

Sincerely,

Kevin Day

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



CONFIDENTIALITY NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

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

Hi Katrina,

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

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

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

CRF

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf>

GC19130

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>

Mission Critical

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc>

Scope of work template:

E HIBIT A
SCOPE OF WORK

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

1. PROJECT SUMMARY

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

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

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

2. TERM

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

3. PROJECT REPRESENTATIVES

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

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

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

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

4. PERFORMANCE DETAILS

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

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

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

5. SERVICE DETAILS

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

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

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

6. WORK DETAILS

- A. *Prior to commencement of work, the Contractor will coordinate the performance of work with the BSC Contract Administrator listed above.*
- B. *The Contractor to supply miscellaneous materials (i.e., grease, lubrications, gloves, etc.) incidental to service, including safety materials needed or required to perform service at no additional charge to the State.*
- C. *The Contractor will ...*

- 1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.
- 1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.
- 1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.
- 1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.
- 1. The Contractor will send the State a monthly report, which will itemize all stamps processed from the previous month. The report will include small business name, certification number, certification end date, date order received and date order mailed. If no stamps are processed, the Contractor will send a report indicating no stamps were issued. Reports are due by the 15th of the month and must be mailed to:
Contractor will ensure books contain no significant errors and will review BSC submission for obvious typographical errors. Any books printed and delivered to subscribers with significant errors not contained within BSC s submission will be replaced within 6 weeks of the reporting of the error at no cost to the subscriber.

Thanks,
Laura

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

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

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

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

Katrina Benny

Manager, CBSC
Phone 916-263-1350

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

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

Thanks,
Laura

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

a a
Pe o o e a o e e a e o of e fo ag ee e
Pe a e e e a e e o o o o ee

a
a a

.....

Hi Katrina,
I picked these up and walked them over to the person in PD that reviews and approves. Once they approve, we would be able to start working on issuing the contracts.
Let me know if you have additional questions or want to talk about the process.
Thanks,
Laura Frost
OBAS/Service Contracts
Ph: (916) 375-4989

Katrina Benny
Manager, CBSC
Phone 916-263-1350

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

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

C NTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING



From: [Day, Kevin DGS](#)
To: [Frost, Laura DGS](#) [Laura.Frost@dgs.ca.gov](#)
Date:
Subject: RE: ICC 2013 Code Agreements

nderstood, thanks for the update Laura. Have a great day today!

Kevin Day

916.263.0355

From: Frost, Laura DGS
Sent: Friday, October 23, 2015 1:27 PM
To: Day, Kevin DGS
Subject: RE: ICC 2013 Code Agreements

Hi Kevin,

Sorry for the delay. I would like to assign this to an analyst to review and eventually process the contract.

Bruce Betts will be contacting you.

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

From: Frost, Laura DGS
Sent: Thursday, October 08, 2015 7:06 PM
To: Day, Kevin DGS
Subject: RE: ICC 2013 Code Agreements

Hi Kevin,

Thank you. I will review this and get back to you.

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

From: Day, Kevin DGS
Sent: Wednesday, October 07, 2015 3:31 PM
To: Frost, Laura DGS
Cc: de la Motte, Leann DGS; Benny, Katrina DGS; Biedermann, Cynthia DGS
Subject: ICC 2013 Code Agreements

Hi Laura,

Apologies for the delay in response. Attached to this email is a draft Statement of Work for the first of four

12/17/2016

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

Once again, we appreciate your guidance with this.

Sincerely,

Kevin Day

Staff Services Manager I (Specialist)

California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959

Description: [http://www.bsc.ca.gov/Portals/46/Gallery/CBSC CA Conserve Banner final.png](http://www.bsc.ca.gov/Portals/46/Gallery/CBSC_CA_Conserve_Banner_final.png)

CONFIDENTIALIT NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

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

Hi Katrina,

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

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

(From our website: <http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services/nit1250kandoverServices/nit2S.aspx> <http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services/nit1250kandoverServices/nit2S.aspx>)

CRF

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf> <http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf>

GC19130

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>
<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>

Mission Critical

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc> <http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc>

Scope of work template:

E HIBIT A

SCOPE OF WORK

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

1. PROJECT S MMAR

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

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

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

2. TERM

A. The Term of the contract will be four years

3. PROJECT REPRESENTATIVES

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

BSC Contract Administrator

Contractor's Contract Administrator

TBE (To Be Entered)

To Be Determined (TBD)

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

4. PERFORMANCE DETAILS

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

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

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

5. SERVICE DETAILS

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

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

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

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

6. WORK DETAILS

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

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

C. The Contractor will

1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.

1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.

1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor

will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.

1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.

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

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

Thanks,

Laura

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

Hi Laura,

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

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

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

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

Hi Katrina,

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

Thanks,

Laura

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

Laura,

Per our conversation, here are two of the four agreements.

Please review and let me know how to proceed.

Thanks,

Katrina

Hi Katrina,

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

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

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

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

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING STANDARDS COMMISSION 916.263.1330

Description: http://www.bsc.ca.gov/Portals/46/Gallery/CBSC_CA_Conserve_Banner_final.png



ATTACHMENT I

How to Distinguish Between Model Code Language and California Amendments

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

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

Legend of Acronyms of Adopting State Agencies

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

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

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

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

> This symbol indicates deletion of California amendment language.

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

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

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

PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and the International Code Council (ICC) will coordinate the publication of the 2016 California Building Standards Code (Title 24, California Code of Regulations). This agreement is made this **[INSERT DATE OF PUBLICATION AGREEMENT EXECUTION]** by and between the ICC and CBSC, each of which is also referred to individually as Party and both of which are also referred to collectively as Parties.

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

PROJECT REPRESENTATIVES

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

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

<i>Contractor's Contract Administrator</i>
Mark Johnson International Code Council 5360 Workman Mill Road Whittier, CA 90601-2298 Fax No. : (562) 699-9721

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

SERVICE DETAILS

1. Grant of License for SBC; Ownership.

ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, ICC supplements and revisions to the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, (hereinafter Licensed Property), in whole or in part, solely to create and publish the 2016 SBC, as well as the 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the 2016 Code), including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2016 Code, and (b) affix copyright notices to the 2016 Code in the manner described in Paragraph 11 below.

- 1.1 All Licensed Property shall remain the property of ICC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the Licensed Property to CBSC.
- 1.2 All California amendments prepared by CBSC (or any agency or other instrumentality of the State of California) in connection with the 2016 Code shall remain the property of CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of CBSC Property to ICC.
- 1.3 Amendments that contain material prepared by the CBSC combined with ICC Licensed Property shall be jointly owned by the CBSC and ICC.
- 1.3 The ownership rights defined in this Paragraph 1 shall survive the termination of this Agreement.
- 1.4 CBSC herein grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the 2016 Code, in any format, including print and electronic, in accordance with the terms of the Agreement.
- 1.5 In the event ICC breaches its obligations provided in Paragraphs 2, 3, 4, 5 or 6, or terminates this Agreement pursuant to Paragraph 10.1, or otherwise discontinues to publish or fails to make available for sale the 2016 SBC, then CBSC may print and publish or authorize the printing of

and publication of the 2016 SBC for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the Title 24 (viz., 2016 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2016 Code, for any reason, becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, then the CBSC may print and publish, or authorize the printing of and publication of any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of the 2016 Code, whichever occurs first, without compensating ICC.

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

- 2.1 ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2016 SBC in a loose-leaf format wherein all portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC and 2015 IEBC that have been modified by CBSC, as well as the State amendments thereto, are fully merged and integrated into a contiguous and pre-assembled document.
- 2.2 ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2015 International Building Code, the 2015 International Residential Code and the 2015 International Fire Code, Chapters 1-4, 15, 16 & A1 & A3 of the 2015 International Existing Building Code, and three (3) copies of all 2013 SBC Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.

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

- 3.1 ICC shall make the 2016 Code described in Paragraph 2.1 hereof available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5.
- 3.2 Any bookstore or other vendor may purchase the 2016 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5 hereof.
- 3.3 ICC shall provide to CBSC the electronic files of the 2016 Code in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If ICC develops an enhanced CD with additional features, such as Boolean

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

- 3.4 ICC has the right to include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate ICC materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication..
- 3.5 ICC reserves the right to sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

4. State Code Distribution. The Library Distribution Act (LDA) established a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California. During the term of this Agreement, ICC shall deliver complimentary copies of the 2016 SBC, and automatically, any 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment B hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment C hereto and copies to the State agencies listed in Attachment D hereto in the quantities specified therein. ICC shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

4.1 ICC shall deliver up to 22 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 22 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.

4.2 ICC shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 SBC Supplements, directly to the following state agencies in the quantities specified by CBSC (Attachment D):

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

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

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

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

6. Compensation. In consideration of the opportunity provided to ICC by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ICC with respect to this Agreement or the licenses granted hereunder.

7. Reservations.

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

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

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

10. Term and Termination.

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

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

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

Trademarks: International Code Council the International Code Council logo and the *Fill in Title* are trademarks of the International Code Council, Inc.

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

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

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

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

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

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

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

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

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

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

18. Indemnity.

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

19. Waivers and Certain Claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTERNATIONAL CODE COUNCIL

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

CALIFORNIA BUILDING STANDARDS COMMISSION

By:
vacant, Executive Director

ATTACHMENT A

General Terms – Page 1 of 4

- A.1 ICC shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2016 or at a later date as set by the CBSC, copies of the 2016 SBC in a loose -leaf format wherein all portions of the Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property that have been modified by the CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre -assembled form and not provided as separate sheets. To meet the July 1, 2016 publication date, CBSC must deliver to ICC the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2016, ICC shall be provided with a period of 35 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2016 SBC.
- A.2 All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which the CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2016 SBC. In the event ICC insists on including such non-adopted language, it shall be highlighted and clearly noted as not adopted by the State on each page on which it appears.
- A.3 All Errata and/or Supplements to the 2015 Licensed Property as originally adopted by the CBSC as the 2016 SBC which are thereafter generated by the ICC shall not be printed in the 2016 SBC unless expressly approved by the CBSC.
- A.4 CBSC shall submit to ICC its modifications to the 2015 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2016 SBC for review by CBSC.
- A.5 WITHIN a reasonable time after receipt of the initial draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of the CBSC s

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

- A.6 WITHIN a reasonable time after receipt of the second draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.
- A.7 ICC shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 SBC. If CBSC promptly delivers to ICC the submissions from CBSC as set forth in paragraphs A.2 through A.4 above, ICC shall ensure that the 2016 SBC is available for sale within thirty-five (35) days of receipt from the CBSC of fully proofed and approved final text in either electronic format or camera ready copy.

General Terms – Page 2 of 4

A.8 TIME IS OF THE ESSENCE

- Because the 2016 Code may have significant effects on the safety of State's built environment and its citizens, time is of the essence in performing the herein duties.
- The July 1, 2016, date to publish the 2016 Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
- The CBSC and the ICC shall commit staff and resources to expedite their diligent work and cooperate toward the within Publication schedules and goals.
- Due to the variations of their size and complexity, it is impossible to herein establish schedules for Publication of any Supplements or errata. Therefore, when the CBSC submits any Supplements or errata to ICC, a Publication Schedule of milestone dates, including a Publication and Effective date, shall be mutually determined. That Publication Schedule, due to possible coordination with other contractors, is of critical importance. ICC shall notify the CBSC within 15 calendar days following creation of the Publication Schedule if they, for valid reason(s) given, cannot meet the Schedule and include a proposed Schedule which they can meet. The CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, the CBSC shall expect the ICC to abide by the proposed Schedule.
- Neither ICC nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which the ICC or the CBSC is not otherwise responsible.

A.9 Formatting, layout and other requirements not contained herein for publication of the 2016 Code will be set forth and/or confirmed in subsequent correspondence between the Parties. Said formatting, layout and other requirements include, but are not limited to, the following:

A.9.1 Code

- A pre-assembled code numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2 by 11 white paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2013 SBC.
- The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
- Each binder volume that has a ring metal greater than 2 shall be equipped with front and back heavy-duty page lifters and, when containing more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.

General Terms – Page 3 of 4

- Volume binders shall conform to the design and colors selected by the CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
- ICC will integrate existing 2015 Licensed Property language with California amendments to be reviewed and approved by the CBSC. First review and schedule will be agreed upon by the parties.
- ICC and CBSC will work out a schedule for completion of the manuscript to ensure publication and its availability on or before July 1, 2016.
- Index will remain as it appears in the 2015 Licensed Property with California amendments as necessary.
- Italics shall not be used to identify defined terms.
- The front of each volume shall contain the pages as per Attachments E, F, G, H and I.
- California language will be in italics or other form as specified by codification.
- All chapters will begin on a right hand page.
- Running heads will read 2016 California Building Code etc.
- State-agency acronyms will be used throughout the 2016 Code.
- ICC will submit binder specifications for approval by CBSC.
- The Matrix Adoption Table will be in the front of each correlating chapter of the 2016 Code and available as a supplement so it can be inserted in the front of each 2016 Code.
- ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
- A card may be placed in the 2016 Code advertising other ICC publications.
- A.9.2 Supplements and Errata

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

General Terms – Page 4 of 4

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

A.10 DISTRIBUTION

- ICC shall establish a distribution method in consultation with the CBSC.
- ICC shall distribute a minimum of 200 complimentary copies of the 2016 Code as per the Agreement Attachments B, C and D as per Paragraph 7, 7.1, and 7.2 of the Agreement.
- ICC may wholesale the 2016 Code to other resellers in California.
- Within 30 days after the end of each calendar quarter, ICC will provide the CBSC with a report of the number of copies of the 2016 Code sold and the number shipped wholesale during that quarter, and the number of subscription postcards returned to ICC for that quarter and cumulative totals for the term of this within Agreement.
- ICC reserves the right to include advertising material of related support products/services in distribution of the 2016 Code, provided said material is not a part of the official text of the California State Building Standards Code. Any advertising would be clearly denoted and included as a separate insert.

ATTACHMENT B

Depository Libraries – Page 1 of 1

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

Complete Depository Libraries

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

California State Archives, 1020 O Street, Sacramento, 95814

California State Archives to receive two copies

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

Library to receive three copies

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

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

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

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

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

of Congress to receive two copies.

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

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

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

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

Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004
University of California, Berkeley, Government Document Technical Services, Library, Acq Dept.

Rec/Docs, 250 Moffitt Library, Berkeley, 94720-6000

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

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

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

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

ATTACHMENT C

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Printing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special

document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term Law before their entry.

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

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

Selective Depository Libraries – Page 2 of 4

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

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

Selective Depository Libraries – Page 3 of 4

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

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

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

Selective Depository Libraries – Page 4 of 4

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

ATTACHMENT D
State Agencies – Page 1 of 2

Quantity Agency

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

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

ATTACHMENT E

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

[COVER ART]

ATTACHMENT F Copyright Notice – Page 1 of 1

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

ISBN
Copyright 2016

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

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

ALL RIGHTS RESERVED. This 2016 *California Building Code* contains substantial copyrighted material from the 2015 *International Building Code*, First Printing, as adopted by the CBSC, which is a copyrighted work owned by the International Code Council, Inc. Without advance written permission from the copyright owner, no part of this book may be reproduced, distributed or transmitted in any form or by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, or recording by or in an information storage retrieval system). For information on permission to copy material exceeding fair use, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-ICC-SAFE (422-7233).

Trademarks: International Code Council, the International Code Council logo and the International Building Code are trademarks of the International Code Council, Inc.

PRINTED IN THE U.S.A.

ATTACHMENT G

Preface – Page 1 of 1

Preface

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

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

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

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

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

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

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

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

Web Page: www.bsc.ca.gov

Acknowledgement

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

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

Governor Edmund G. Brown Jr.

Members of the Building Standards Commission

Secretary Marybel Batjer – Chair
Steven Winkel – Vice-Chair

James Barthman

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

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

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

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

California Energy Commission

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

California State Lands Commission

Marine Oil Terminals (562) 499-6312

California State Library

Construction Standards (916) 653-7183

Corrections Standards Authority

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

Department of Consumer Affairs – Acupuncture Board

Office Standards (916) 515-5200

Department of Consumer Affairs – Board of Pharmacy

Pharmacy Standards (916) 574-7900

Department of Consumer Affairs – Bureau of Barbering And Cosmetology

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

Department of Consumer Affairs—

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

Insulation Testing Standards (916) 999-2041

Department of Consumer Affairs – Structural Pest Control Board

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

Department of Consumer Affairs – Veterinary Medical Board

eterinary Hospital Standards (916) 263-2610

Department of Food and Agriculture

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

Department of Public Health

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

Department of Housing and Community Development

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

Department of Water Resources

Gray Water Information (916) 651-9676

Division of the State Architect – Access Compliance

Access Compliance Standards (916) 445-8100

Division of the State Architect – Structural Safety

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

Division of the State Architect - State Historical Building Safety Board

Alternative Building Standards (916) 445-8100

Office of Statewide Health Planning and Development

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

Office of The State Fire Marshal

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

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

From: [Frost, Laura DGS](#)
To: [Betts, Bruce DGS](#) Bruce.Betts@dgs.ca.gov
Date: 10/23/2015 1:28:35 PM
Subject: FW: ICC 2013 Code Agreements
Attachments: [RE: ICC 2013 Code Agreements.msg](#)
[Attachment I.pdf](#)
[ICC 2016 CODE 2, 2.5, 9 & 10 SoW - DRAFT.docx](#)

Hi Bruce,
I would like to assign you this special project. Could you review the SOW, make suggested improvements or comments for clarification and work with program to get these contracts completed I will show you how to open a blanket and intake the contract (as the intake analyst would, she hasn't seen these yet) once you're through reviewing.

Thanks,

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

From: Day, Kevin@DGS
Sent: Wednesday, October 07, 2015 3:31 PM
To: Frost, Laura@DGS
Cc: de la Motte, Leann@DGS; Benny, Katrina@DGS; Biedermann, Cynthia@DGS
Subject: ICC 2013 Code Agreements

Hi Laura,

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

Once again, we appreciate your guidance with this.

Sincerely,

Kevin Day

Staff Services Manager I (Specialist)
California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959



CONFIDENTIALITY NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

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

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

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

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

CRF

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf>

GC19130

Mission Critical

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc>

Scope of work template:

**E HIBIT A
SCOPE OF WORK**

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

1. PROJECT SUMMARY

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

2. TERM

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

3. PROJECT RESPRESENTATIVES

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

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

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

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

4. PERFORMANCE DETAILS

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

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

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

5. SERVICE DETAILS

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

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

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

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

6. WORK DETAILS

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

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

C. The Contractor will ...

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

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

Thanks,
Laura

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

Hi Laura,

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

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

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

Katrina Benny

Manager, CBSC
Phone 916-263-1350

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

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

Thanks,
Laura

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

a a
Pe o o e a o e e a e o of e fo ag ee e
Pea e e e a e e o o o o ee

a
a a

.....

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

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

Katrina Benny

Manager, CBSC
Phone 916-263-1350

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

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

CYNTHIA BIEDERMANN

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST
STANDARDS COMMISSION 916.263.1330

CALIFORNIA BUILDING



From: [Betts, Bruce DGS](#)
To: [Day, Kevin DGS](#) [Kevin.Day_dgs.ca.gov](#)
Date: 12/9/2015 9:13:29 AM
Subject: RE: ICC Code Publication and Exhibits

Good morning Kevin,

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

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

Bruce Betts

Acquisition Analyst

Service Contract Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts_dgs.ca.gov

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

Hi Bruce,

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

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

Kevin Day

Staff Services Manager I (Specialist)

California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959



CONFIDENTIALITY NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

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

Good morning Kevin,

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

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

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

Bruce Betts

Acquisition Analyst

Service Contract Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: [Denna, Kaeli DGS](#)
To: [Frost, Laura DGS](#) [Laura.Frost_dgs.ca.gov](#)
Date: 12/14/2015 9:25:44 AM
Subject: RE: Discuss BSC Contract Process

Good Morning Laura,
Just spoke with Bruce and he let me know that you guys have decided to go with a teleconference call so you are no longer using the Black Honda.
Thanks,
Kaeli

From: Frost, Laura DGS
Sent: Friday, December 11, 2015 4:59 PM
To: Denna, Kaeli DGS
Subject: RE: Discuss BSC Contract Process

Did Bruce already reserve a car for us this morning
Any left
Thanks!

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

-----Original Appointment-----

From: Day, Kevin DGS
Sent: Wednesday, December 09, 2015 9:59 AM
To: Day, Kevin DGS; Betts, Bruce DGS; Benny, Katrina DGS; de la Motte, Leann DGS
Cc: Frost, Laura DGS; Biedermann, Cynthia DGS
Subject: Discuss BSC Contract Process
When: Monday, December 14, 2015 10:00 AM-11:00 AM (TC-08:00) Pacific Time (S & Canada).
Where: BSC - 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833 (Jim's office)

File: Code Adoption Cycle Schedule.pdf File: ICC 2016 CODE SOW.DOC

The purpose of this meeting is to discuss OBAS' comments/changes to the draft Statement of Work for the first of four contracts to be processed for publication of the 2016 California Building Standards Code (see below, attached), as well as next steps in the contract process.

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

From: Betts, Bruce DGS
Sent: Wednesday, December 02, 2015 11:12 AM
To: Day, Kevin DGS
Subject: ICC Code Publication and Exhibits

Good morning Kevin,
I have attached a draft of the SOW and Exhibits for your review. Most of the changes I made are format changes to get the package within the standardized format we use. Here is a summary of the more significant changes I am recommending:
-Contract Length: I adjusted the term to two years. A longer term would require a justification from CSBC for approval by OLS. SCM ol. 1 7.80 B.
-General Terms and Conditions: We are required to use GTC 610 (see Exhibit C). I removed any of the terms and conditions in the draft SOW that are duplicated in GCT 610. SCM ol. 1 4.08 A.1.d.1).
-\$ Consideration: I added a paragraph in Exhibit B (B.6.) that requires ICC to collect and report data CBSC on the sales of the code manuals. The contract has significant \$ consideration going both ways. The state receives several hundred copies of the manuals with a value of a little over \$1000 each. The contractor is selling the manuals for a little over a \$1000 each and I am assuming they are selling hundreds, if not thousands of copies of the manual at this pricing. Because of this, SCM ol. 1 para 7.45 applies and the contract will require OLS review. I am committed to giving them a document they will sign off on the first time to reduce administrative delay but I will need your assistance and guidance in this.
-Schedule: I would also consider adding the attached schedule as an exhibit. If we called it "anticipated schedule" we would not have to amend if the schedule changes. It may better clarify those areas where we have said "WITHIN a reasonable time. I wanted to get your thoughts on that.

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

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

12/17/2016

From: [Frost, Laura DGS](#)
To: [Betts, Bruce DGS](#) [Bruce.Betts@dgs.ca.gov](#)
Date: 1/22/2016 3:32:37 PM
Subject: FW: ICC 2013 Code Agreements

Hi Bruce,
I don't remember getting the CRF from Leann. My outlook is full and it's possible I may have deleted it. Could you follow up and see if she could send those again

Once received, forward them to the CMS inbox and Jonee will enter it on the log.

Thanks,

Laura Frost
OBAS/Contract Services
Ph: (916) 375-4989

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

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

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

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

CRF

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf>

GC19130

Mission Critical

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc>

Scope of work template:

**E HIBIT A
SCOPE OF WORK**

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

1. PROJECT SUMMARY

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

2. TERM

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

3. PROJECT REPRESENTATIVES

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

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

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

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

4. PERFORMANCE DETAILS

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

5. SERVICE DETAILS

- A. *The Code Books will be delivered to subscribers within 30 working days of receipt of the update by the Contractor from BSC.*
- B. *Code Books will be delivered to subscribers by reliable shipping methods. Any books not received by subscribers will be replaced by the Contractor at no cost to the subscriber.*
- C. *The Contractor will not be regularly scheduled to work on state holidays or on mandated state furlough days. The State holiday schedule may be subject to change; however, the current state holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.*
- D. *The State does not guarantee the amount of work or services that may be requested from the Contractor.*

6. WORK DETAILS

- A. *Prior to commencement of work, the Contractor will coordinate the performance of work with the BSC Contract Administrator listed above.*
- B. *The Contractor to supply miscellaneous materials (i.e., grease, lubrications, gloves, etc.) incidental to service, including safety materials needed or required to perform service at no additional charge to the State.*
- C. *The Contractor will ...*

1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.
 1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.
 1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.
 1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.
-
1. The Contractor will send the State a monthly report, which will itemize all stamps processed from the previous month. The report will include small business name, certification number, certification end date, date order received and date order mailed. If no stamps are processed, the Contractor will send a report indicating no stamps were issued. Reports are due by the 15th of the month and must be mailed to:
Contractor will ensure books contain no significant errors and will review BSC submission for obvious typographical errors. Any books printed and delivered to subscribers with significant errors not contained within BSC s submission will be replaced within 6 weeks of the reporting of the error at no cost to the subscriber.

Thanks,
Laura

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

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

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

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

Katrina Benny

Manager, CBSC
Phone 916-263-1350

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

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

Thanks,
Laura

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

a a
Pe o o e a o e e a e o of e fo ag ee e
Pe a e e e a e e o o o o ee

a
a a

.....

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

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

Katrina Benny

Manager, CBSC
Phone 916-263-1350

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

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

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330



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

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

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

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

Good morning Bruce,

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

Thanks,

Kevin Day

Staff Services Manager I (Specialist)

California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959



CONFIDENTIALITY NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

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

Hello Bruce,

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

Thank you for your consideration.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

Hi Katrina,

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

Kevin Day

Staff Services Manager I (Specialist)
California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959

CONFIDENTIALITY NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

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

Good morning Kevin,

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

Bruce Betts

Acquisition Analyst

Service Contract Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

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

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

Hi Kevin,

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

Bruce Betts

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

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

From: [CSS Contract Requests DGS](#)

To: [Betts, Bruce DGS](#) [Bruce.Betts@dgs.ca.gov](#)

Date: 2/3/2016 3:42:44 PM

Subject: 3187605.CBSC.ICC 2016 Code 2, 2.5, 9 & 10 & 3187607.CBSC.ICC 1, 6, 8, 11 & 12

Hello Bruce,

I added both requests listed above to the log and added a folder to the drive, I didn't add the documents to the folders because the request was hand delivered. You indicated that you received the doc's via email, please drop them in the file on the drive. I'll drop off the hard copies in your chair.

Thank you.

Joneé Oden

Intake Analyst

Phone 916.375.4885

Fax 916.376.1778

Email jonee.oden@dgs.ca.gov

[e g a go a o a o a a age e e a o e e e a](#)
CMS Intake Log - [g g a go e o e a](#)

Publication contracts summary:

Historically, an NCB (non-competitive bid) justification has been submitted for approval to use the three separate publishing entities for the California Building Standards Code triennial publication and subsequent supplements and errata. The publication NCB's have routinely been approved as the State licenses intellectual property from these sole sources and amends it, where appropriate, with California language.

Contracts for the 2007 and 2010 publications were prepared by CBSC and sent directly to the respective publishers for review and signature. If memory serves correct, Jim consulted with Alex Holtz concerning OLS review/approval of the 2013 contracts and was advised that they didn't need to be reviewed since they were pretty much boiler-plate, **no-dollar value/exchange**.

2013 Contracts:

IAPMO: Agreement date- July 26, 2012

NFPA/BNI: Agreement date- October 23, 2012

ICC: Agreement date- November 7, 2012

All of these contracts have a start date (noted above) but no end date, however, the contracts only specific what CODE are being produced (2013 Codes).

2016 Contracts (CBSC moves under DGS in 2014):

Factors:

- NCB justification(s) was submitted and approved for all agreements by CBSC on May 28, 2015 , approved by Procurement on June 26, 2015
- CBSC was advised of the new OBAS requirement (additional step; new terms) on June 30, 2015.

(While I was in Montana dealing with mom's funeral a few emails were going back and forth regarding the NCB's approval)

- Email from Laura Frost noting that once the NCB's were approved, they would be able to start working on issuing the contracts.
- CBSC commenced discussions with publishers concerning 2016 agreements/contracts in June 2015;

- July 1, 2015: CBSC submitted ICC 2013 agreements (2) to Laura Frost for her review and instructions on how to proceed.
- July 10, 2015: Laura states OLS requires CBSC to prepare contracts for zero \$
- Sept 15, 2015: OBAS advised CBSC where to submit statement of work (SOW)
- October 7, 2015: CBSC forwards draft SOW to OBAS for first ICC contract
- December 14, 2015: CBSC/OBAS conference call regarding ICC SOW
- January 7, 2016: OBAS returned SOW for CBSC review/edit
- January 21, 2016: Final SOW for **ICC** contracts were submitted to OBAS, which specified a contract start date of **January 1, 2016**;
- February 23, 2016: First IAPMO and NFPA(BNi) SOW was submitted to OBAS, which specified contract start dates of **January 1, 2016**
- March 1, 2016: ICC confirmed receipt of contracts and were reviewing;
- March 25, 2016: Final NFPA SOW submitted to OBAS March 25, 2016

Current Issues:

1. OBAS is stating that contract terms cannot exceed the approved NCB terms, July 1, 2015 – **December 31, 2019**, which would happen if we keep with the current language of a four (4) year term due to the delay in processing contracts.
2. OBAS proposes that all four publication agreements need to reflect a start date of **May 1, 2016**.

3. Problem: A great deal of the contracted work has already been completed.
4. **0 of 4** contracts have been executed to date and much of the work has been done (estimate \geq 50%);
5. CBSC has a definitive publication date of **July 1, 2016**. Pushing the start date of these agreements will not reflect the reality of the process.
6. Elevate priority for CBSC contracts with OBAS

Options:

1. Have a justification signed off by Director Kim, stating that it is ok to back-date our contracts to January 1, 2016. (Laura Frost to provide template for justification letter). **Pros:**
 - a. Aligns with NCB terms;
 - b. Accurately projects work-in-progress
2. Assign a May 1, 2016 start date to our contracts.

Cons: not a viable option

From: [aladez, Noah_DGS](#)
To: [Frost, Laura_DGS](#) [Laura.Frost_dgs.ca.gov](#)
[Betts, Bruce_DGS](#) [Bruce.Betts_dgs.ca.gov](#)
Date: 3/29/2016 4:09:24 PM
Subject: FW: pdated summary
Attachments: [2016 Publication contracts summary.docx](#)

Laura and Bruce,

Brent Jamison and BSC wants to set up a 30 minute meeting to discuss the publications contracts. Jaquie Wilson will be setting up a meeting.

Noah

From: Jamison, Brent@DGS
Sent: Tuesday, March 29, 2016 3:09 PM
To: Valadez, Noah@DGS
Subject: FW: Updated summary

Brent J. Jamison
Deputy Director, Interagency Support Division



From: Marvelli, Mia@DGS
Sent: Tuesday, March 29, 2016 1:34 PM
To: Jamison, Brent@DGS
Subject: FW: Updated summary

Please the attached document for reference.

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

From: Biedermann, Cynthia@DGS
Sent: Tuesday, March 29, 2016 1:33 PM
To: Marvelli, Mia@DGS
Subject: Updated summary

C NTHIA BIEDERMANN ASSOCIATE GO ERNMENTAL PROGRAM ANAL ST CALIFORNIA B ILDING STANDARDS COMMISSION 916.263.1330

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

From: [CSS Contract Requests DGS](#)

To: [Betts, Bruce DGS](#) [Bruce.Betts@dgs.ca.gov](#)

Date:

Subject: 3187605.CBSC.ICC 2016 Code 2, 2.5, 9 & 10 & 3187607.CBSC.ICC 1, 6, 8, 11 & 12

Hello Bruce,

I added both requests listed above to the log and added a folder to the drive, I didn't add the documents to the folders because the request was hand delivered. You indicated that you received the doc's via email, please drop them in the file on the drive. I'll drop off the hard copies in your chair.

Thank you.

Jone 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/Services_nit1250kandoverServices_nit2S.aspx

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

From: [Day, Kevin DGS](#)
To: [Frost, Laura DGS](#) [Laura.Frost@dgs.ca.gov](#)
Date:
Subject: RE: ICC 2013 Code Agreements

nderstood, thanks for the update Laura. Have a great day today!

Kevin Day

916.263.0355

From: Frost, Laura DGS
Sent: Friday, October 23, 2015 1:27 PM
To: Day, Kevin DGS
Subject: RE: ICC 2013 Code Agreements

Hi Kevin,

Sorry for the delay. I would like to assign this to an analyst to review and eventually process the contract.

Bruce Betts will be contacting you.

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

From: Frost, Laura DGS
Sent: Thursday, October 08, 2015 7:06 PM
To: Day, Kevin DGS
Subject: RE: ICC 2013 Code Agreements

Hi Kevin,

Thank you. I will review this and get back to you.

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

From: Day, Kevin DGS
Sent: Wednesday, October 07, 2015 3:31 PM
To: Frost, Laura DGS
Cc: de la Motte, Leann DGS; Benny, Katrina DGS; Biedermann, Cynthia DGS
Subject: ICC 2013 Code Agreements

Hi Laura,

Apologies for the delay in response. Attached to this email is a draft Statement of Work for the first of four

12/17/2016

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

Once again, we appreciate your guidance with this.

Sincerely,

Kevin Day

Staff Services Manager I (Specialist)

California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959

Description: [http://www.bsc.ca.gov/Portals/46/Gallery/CBSC CA Conserve Banner final.png](http://www.bsc.ca.gov/Portals/46/Gallery/CBSC_CA_Conserve_Banner_final.png)

CONFIDENTIALIT NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

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

Hi Katrina,

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

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

(From our website: <http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services/nit1250kandoverServices/nit2S.aspx> <http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services/nit1250kandoverServices/nit2S.aspx>)

CRF

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf> <http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf>

GC19130

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>
<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>

Mission Critical

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc> <http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc>

Scope of work template:

E HIBIT A

SCOPE OF WORK

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

1. PROJECT S MMAR

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

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

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

2. TERM

A. The Term of the contract will be four years

3. PROJECT REPRESENTATIVES

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

BSC Contract Administrator

Contractor's Contract Administrator

TBE (To Be Entered)

To Be Determined (TBD)

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

4. PERFORMANCE DETAILS

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

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

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

5. SERVICE DETAILS

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

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

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

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

6. WORK DETAILS

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

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

C. The Contractor will

1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.

1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.

1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor

will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.

1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.

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

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

Thanks,

Laura

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

Hi Laura,

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

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

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

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

Hi Katrina,

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

Thanks,

Laura

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

Laura,

Per our conversation, here are two of the four agreements.

Please review and let me know how to proceed.

Thanks,

Katrina

Hi Katrina,

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

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

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

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

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING STANDARDS COMMISSION 916.263.1330

Description: http://www.bsc.ca.gov/Portals/46/Gallery/CBSC_CA_Conserve_Banner_final.png



ATTACHMENT I

How to Distinguish Between Model Code Language and California Amendments

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

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

Legend of Acronyms of Adopting State Agencies

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

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

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

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

> This symbol indicates deletion of California amendment language.

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

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

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

PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and the International Code Council (ICC) will coordinate the publication of the 2016 California Building Standards Code (Title 24, California Code of Regulations). This agreement is made this **[INSERT DATE OF PUBLICATION AGREEMENT EXECUTION]** by and between the ICC and CBSC, each of which is also referred to individually as Party and both of which are also referred to collectively as Parties.

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

PROJECT REPRESENTATIVES

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

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

<i>Contractor's Contract Administrator</i>
Mark Johnson International Code Council 5360 Workman Mill Road Whittier, CA 90601-2298 Fax No. : (562) 699-9721

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

SERVICE DETAILS

1. Grant of License for SBC; Ownership.

ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, ICC supplements and revisions to the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, (hereinafter Licensed Property), in whole or in part, solely to create and publish the 2016 SBC, as well as the 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the 2016 Code), including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2016 Code, and (b) affix copyright notices to the 2016 Code in the manner described in Paragraph 11 below.

- 1.1 All Licensed Property shall remain the property of ICC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the Licensed Property to CBSC.
- 1.2 All California amendments prepared by CBSC (or any agency or other instrumentality of the State of California) in connection with the 2016 Code shall remain the property of CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of CBSC Property to ICC.
- 1.3 Amendments that contain material prepared by the CBSC combined with ICC Licensed Property shall be jointly owned by the CBSC and ICC.
- 1.3 The ownership rights defined in this Paragraph 1 shall survive the termination of this Agreement.
- 1.4 CBSC herein grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the 2016 Code, in any format, including print and electronic, in accordance with the terms of the Agreement.
- 1.5 In the event ICC breaches its obligations provided in Paragraphs 2, 3, 4, 5 or 6, or terminates this Agreement pursuant to Paragraph 10.1, or otherwise discontinues to publish or fails to make available for sale the 2016 SBC, then CBSC may print and publish or authorize the printing of

and publication of the 2016 SBC for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the Title 24 (viz., 2016 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2016 Code, for any reason, becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, then the CBSC may print and publish, or authorize the printing of and publication of any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of the 2016 Code, whichever occurs first, without compensating ICC.

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

- 2.1 ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2016 SBC in a loose-leaf format wherein all portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC and 2015 IEBC that have been modified by CBSC, as well as the State amendments thereto, are fully merged and integrated into a contiguous and pre-assembled document.
- 2.2 ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2015 International Building Code, the 2015 International Residential Code and the 2015 International Fire Code, Chapters 1-4, 15, 16 & A1 & A3 of the 2015 International Existing Building Code, and three (3) copies of all 2013 SBC Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.

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

- 3.1 ICC shall make the 2016 Code described in Paragraph 2.1 hereof available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5.
- 3.2 Any bookstore or other vendor may purchase the 2016 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5 hereof.
- 3.3 ICC shall provide to CBSC the electronic files of the 2016 Code in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If ICC develops an enhanced CD with additional features, such as Boolean

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

- 3.4 ICC has the right to include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate ICC materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication..
- 3.5 ICC reserves the right to sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

4. State Code Distribution. The Library Distribution Act (LDA) established a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California. During the term of this Agreement, ICC shall deliver complimentary copies of the 2016 SBC, and automatically, any 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment B hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment C hereto and copies to the State agencies listed in Attachment D hereto in the quantities specified therein. ICC shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

4.1 ICC shall deliver up to 22 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 22 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.

4.2 ICC shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 SBC Supplements, directly to the following state agencies in the quantities specified by CBSC (Attachment D):

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

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

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

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

6. Compensation. In consideration of the opportunity provided to ICC by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ICC with respect to this Agreement or the licenses granted hereunder.

7. Reservations.

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

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

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

10. Term and Termination.

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

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

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

Trademarks: International Code Council the International Code Council logo and the *Fill in Title* are trademarks of the International Code Council, Inc.

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

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

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

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

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

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

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

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

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

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

18. Indemnity.

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

19. Waivers and Certain Claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTERNATIONAL CODE COUNCIL

By:

Mark Johnson, Executive Vice President & Director of Business Development

CALIFORNIA BUILDING STANDARDS COMMISSION

By:

vacant, Executive Director

ATTACHMENT A

General Terms – Page 1 of 4

- A.1 ICC shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2016 or at a later date as set by the CBSC, copies of the 2016 SBC in a loose -leaf format wherein all portions of the Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property that have been modified by the CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre -assembled form and not provided as separate sheets. To meet the July 1, 2016 publication date, CBSC must deliver to ICC the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2016, ICC shall be provided with a period of 35 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2016 SBC.
- A.2 All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which the CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2016 SBC. In the event ICC insists on including such non-adopted language, it shall be highlighted and clearly noted as not adopted by the State on each page on which it appears.
- A.3 All Errata and/or Supplements to the 2015 Licensed Property as originally adopted by the CBSC as the 2016 SBC which are thereafter generated by the ICC shall not be printed in the 2016 SBC unless expressly approved by the CBSC.
- A.4 CBSC shall submit to ICC its modifications to the 2015 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2016 SBC for review by CBSC.
- A.5 WITHIN a reasonable time after receipt of the initial draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of the CBSC s

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

- A.6 WITHIN a reasonable time after receipt of the second draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.
- A.7 ICC shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 SBC. If CBSC promptly delivers to ICC the submissions from CBSC as set forth in paragraphs A.2 through A.4 above, ICC shall ensure that the 2016 SBC is available for sale within thirty-five (35) days of receipt from the CBSC of fully proofed and approved final text in either electronic format or camera ready copy.

General Terms – Page 2 of 4

A.8 TIME IS OF THE ESSENCE

- Because the 2016 Code may have significant effects on the safety of State's built environment and its citizens, time is of the essence in performing the herein duties.
- The July 1, 2016, date to publish the 2016 Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
- The CBSC and the ICC shall commit staff and resources to expedite their diligent work and cooperate toward the within Publication schedules and goals.
- Due to the variations of their size and complexity, it is impossible to herein establish schedules for Publication of any Supplements or errata. Therefore, when the CBSC submits any Supplements or errata to ICC, a Publication Schedule of milestone dates, including a Publication and Effective date, shall be mutually determined. That Publication Schedule, due to possible coordination with other contractors, is of critical importance. ICC shall notify the CBSC within 15 calendar days following creation of the Publication Schedule if they, for valid reason(s) given, cannot meet the Schedule and include a proposed Schedule which they can meet. The CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, the CBSC shall expect the ICC to abide by the proposed Schedule.
- Neither ICC nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which the ICC or the CBSC is not otherwise responsible.

A.9 Formatting, layout and other requirements not contained herein for publication of the 2016 Code will be set forth and/or confirmed in subsequent correspondence between the Parties. Said formatting, layout and other requirements include, but are not limited to, the following:

A.9.1 Code

- A pre-assembled code numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2 by 11 white paper in a seven-hole loose -leaf format configuration – the same configuration as that used for the 2013 SBC.
- The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
- Each binder volume that has a ring metal greater than 2 shall be equipped with front and back heavy-duty page lifters and, when containing more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.

General Terms – Page 3 of 4

- Volume binders shall conform to the design and colors selected by the CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
- ICC will integrate existing 2015 Licensed Property language with California amendments to be reviewed and approved by the CBSC. First review and schedule will be agreed upon by the parties.
- ICC and CBSC will work out a schedule for completion of the manuscript to ensure publication and its availability on or before July 1, 2016.
- Index will remain as it appears in the 2015 Licensed Property with California amendments as necessary.
- Italics shall not be used to identify defined terms.
- The front of each volume shall contain the pages as per Attachments E, F, G, H and I.
- California language will be in italics or other form as specified by codification.
- All chapters will begin on a right hand page.
- Running heads will read 2016 California Building Code etc.
- State-agency acronyms will be used throughout the 2016 Code.
- ICC will submit binder specifications for approval by CBSC.
- The Matrix Adoption Table will be in the front of each correlating chapter of the 2016 Code and available as a supplement so it can be inserted in the front of each 2016 Code.
- ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
- A card may be placed in the 2016 Code advertising other ICC publications.
- A.9.2 Supplements and Errata

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

General Terms – Page 4 of 4

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

A.10 DISTRIBUTION

- ICC shall establish a distribution method in consultation with the CBSC.
- ICC shall distribute a minimum of 200 complimentary copies of the 2016 Code as per the Agreement Attachments B, C and D as per Paragraph 7, 7.1, and 7.2 of the Agreement.
- ICC may wholesale the 2016 Code to other resellers in California.
- Within 30 days after the end of each calendar quarter, ICC will provide the CBSC with a report of the number of copies of the 2016 Code sold and the number shipped wholesale during that quarter, and the number of subscription postcards returned to ICC for that quarter and cumulative totals for the term of this within Agreement.
- ICC reserves the right to include advertising material of related support products/services in distribution of the 2016 Code, provided said material is not a part of the official text of the California State Building Standards Code. Any advertising would be clearly denoted and included as a separate insert.

ATTACHMENT B

Depository Libraries – Page 1 of 1

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

Complete Depository Libraries

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

California State Archives, 1020 O Street, Sacramento, 95814

California State Archives to receive two copies

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

Library to receive three copies

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

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

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

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

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

of Congress to receive two copies.

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

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

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

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

Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004
University of California, Berkeley, Government Document Technical Services, Library, Acq Dept.

Rec/Docs, 250 Moffitt Library, Berkeley, 94720-6000

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

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

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

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

ATTACHMENT C

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Printing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special

document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term Law before their entry.

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

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

Selective Depository Libraries – Page 2 of 4

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

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

Selective Depository Libraries – Page 3 of 4

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

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

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

Selective Depository Libraries – Page 4 of 4

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

ATTACHMENT D
State Agencies – Page 1 of 2

Quantity Agency

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

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

ATTACHMENT E

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

[COVER ART]

ATTACHMENT F Copyright Notice – Page 1 of 1

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

ISBN
Copyright 2016

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

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

ALL RIGHTS RESERVED. This 2016 *California Building Code* contains substantial copyrighted material from the 2015 *International Building Code*, First Printing, as adopted by the CBSC, which is a copyrighted work owned by the International Code Council, Inc. Without advance written permission from the copyright owner, no part of this book may be reproduced, distributed or transmitted in any form or by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, or recording by or in an information storage retrieval system). For information on permission to copy material exceeding fair use, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-ICC-SAFE (422-7233).

Trademarks: International Code Council, the International Code Council logo and the International Building Code are trademarks of the International Code Council, Inc.

PRINTED IN THE U.S.A.

ATTACHMENT G

Preface – Page 1 of 1

Preface

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

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

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

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

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

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

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

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

Web Page: www.bsc.ca.gov

Acknowledgement

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

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

Governor Edmund G. Brown Jr.

Members of the Building Standards Commission

Secretary Marybel Batjer – Chair
Steven Winkel – Vice-Chair

James Barthman

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

vacant – Executive Director

Michael L. Nearman – Deputy Executive Director

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

Department of Housing and Community Development

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

Department of Water Resources

Gray Water Information (916) 651-9676

Division of the State Architect – Access Compliance

Access Compliance Standards (916) 445-8100

Division of the State Architect – Structural Safety

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

Division of the State Architect - State Historical Building Safety Board

Alternative Building Standards (916) 445-8100

Office of Statewide Health Planning and Development

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

Office of The State Fire Marshal

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

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

From: [Frost, Laura DGS](#)
To: [Betts, Bruce DGS](#) Bruce.Betts@dgs.ca.gov

Date:

Subject: FW: ICC 2013 Code Agreements

Attachments: [RE: ICC 2013 Code Agreements.msg](#)
[Attachment 1.pdf](#)
[ICC 2016 CODE 2, 2.5, 9 & 10 SoW - DRAFT.docx](#)

Hi Bruce,

I would like to assign you this special project. Could you review the SOW, make suggested improvements or comments for clarification and work with program to get these contracts completed I will show you how to open a blanket and intake the contract (as the intake analyst would, she hasn't seen these yet) once you're through reviewing.

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

From: Day, Kevin DGS
Sent: Wednesday, October 07, 2015 3:31 PM
To: Frost, Laura DGS
Cc: de la Motte, Leann DGS; Benny, Katrina DGS; Biedermann, Cynthia DGS
Subject: ICC 2013 Code Agreements

Hi Laura,

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

Once again, we appreciate your guidance with this.

Sincerely,

Kevin Day

Staff Services Manager I (Specialist)

California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959

Description: [http://www.bsc.ca.gov/Portals/46/Gallery/CBSC CA Conserve Banner final.png](http://www.bsc.ca.gov/Portals/46/Gallery/CBSC_CA_Conserve_Banner_final.png)

CONFIDENTIAL NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

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

Hi Katrina,

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

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

(From our website: <http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services/nit1250kandoverServices/nit2S.aspx> <http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services/nit1250kandoverServices/nit2S.aspx>)

CRF

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf> <http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf>

GC19130

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>
<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>

Mission Critical

[http://documents.dgs.ca.gov/AD/obas/cms/](http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc)
[/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc](http://documents.dgs.ca.gov/AD/obas/cms/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc) [http://documents.dgs.ca.gov/AD/obas/cms/](http://documents.dgs.ca.gov/AD/obas/cms/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc)
[/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc](http://documents.dgs.ca.gov/AD/obas/cms/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc)

Scope of work template:

E HIBIT A

SCOPE OF WORK

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

1. PROJECT S MMAR

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

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

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

2. TERM

A. The Term of the contract will be four years

3. PROJECT REPRESENTATIVES

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

BSC Contract Administrator

Contractor's Contract Administrator

TBE (To Be Entered)

To Be Determined (TBD)

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

4. PERFORMANCE DETAILS

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

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

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

5. SERVICE DETAILS

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

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

C. The Contractor will not be regularly scheduled to work on state holidays or on mandated state furlough days.

The State holiday schedule may be subject to change; however, the current state holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

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

6. WORK DETAILS

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

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

C. The Contractor will

1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.

1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.

1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.

1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.

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

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

Thanks,

Laura

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

Hi Laura,

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

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

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

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

Hi Katrina,

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

Thanks,

Laura

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

Laura,

Per our conversation, here are two of the four agreements.

Please review and let me know how to proceed.

Thanks,

Katrina

Hi Katrina,

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

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

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

These are the final drafts that the two ICC executed agreements were based on. Note that they include mark-ups

throughout, and that all of the exhibits require updating on our end.

C NTHIA BIEDERMANN ASSOCIATE GO ERNMENTAL PROGRAM ANAL ST CALIFORNIA B ILDING
STANDARDS COMMISSION 916.263.1330

Description: [http://www.bsc.ca.gov/Portals/46/Gallery/CBSC CA Conserve Banner final.png](http://www.bsc.ca.gov/Portals/46/Gallery/CBSC_CA_Conserve_Banner_final.png)



ATTACHMENT I

How to Distinguish Between Model Code Language and California Amendments

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

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

Legend of Acronyms of Adopting State Agencies

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

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

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

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

> This symbol indicates deletion of California amendment language.

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

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

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

PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and the International Code Council (ICC) will coordinate the publication of the 2016 California Building Standards Code (Title 24, California Code of Regulations). This agreement is made this **[INSERT DATE OF PUBLICATION AGREEMENT EXECUTION]** by and between the ICC and CBSC, each of which is also referred to individually as Party and both of which are also referred to collectively as Parties.

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

PROJECT REPRESENTATIVES

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

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

<i>Contractor's Contract Administrator</i>
Mark Johnson International Code Council 5360 Workman Mill Road Whittier, CA 90601-2298 Fax No. : (562) 699-9721

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

SERVICE DETAILS

1. Grant of License for SBC; Ownership.

ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, ICC supplements and revisions to the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC, (hereinafter Licensed Property), in whole or in part, solely to create and publish the 2016 SBC, as well as the 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the 2016 Code), including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2016 Code, and (b) affix copyright notices to the 2016 Code in the manner described in Paragraph 11 below.

- 1.1 All Licensed Property shall remain the property of ICC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the Licensed Property to CBSC.
- 1.2 All California amendments prepared by CBSC (or any agency or other instrumentality of the State of California) in connection with the 2016 Code shall remain the property of CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of CBSC Property to ICC.
- 1.3 Amendments that contain material prepared by the CBSC combined with ICC Licensed Property shall be jointly owned by the CBSC and ICC.
- 1.3 The ownership rights defined in this Paragraph 1 shall survive the termination of this Agreement.
- 1.4 CBSC herein grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the 2016 Code, in any format, including print and electronic, in accordance with the terms of the Agreement.
- 1.5 In the event ICC breaches its obligations provided in Paragraphs 2, 3, 4, 5 or 6, or terminates this Agreement pursuant to Paragraph 10.1, or otherwise discontinues to publish or fails to make available for sale the 2016 SBC, then CBSC may print and publish or authorize the printing of

and publication of the 2016 SBC for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the Title 24 (viz., 2016 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2016 Code, for any reason, becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, then the CBSC may print and publish, or authorize the printing of and publication of any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of the 2016 Code, whichever occurs first, without compensating ICC.

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

- 2.1 ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2016 SBC in a loose-leaf format wherein all portions of the 2015 IBC, 2015 IRC, 2015 IFC, and 2015 IEBC that have been approved and codified by CBSC, including those portions of the 2015 IBC, 2015 IRC, 2015 IFC and 2015 IEBC that have been modified by CBSC, as well as the State amendments thereto, are fully merged and integrated into a contiguous and pre-assembled document.
- 2.2 ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2015 International Building Code, the 2015 International Residential Code and the 2015 International Fire Code, Chapters 1-4, 15, 16 & A1 & A3 of the 2015 International Existing Building Code, and three (3) copies of all 2013 SBC Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.

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

- 3.1 ICC shall make the 2016 Code described in Paragraph 2.1 hereof available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5.
- 3.2 Any bookstore or other vendor may purchase the 2016 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5 hereof.
- 3.3 ICC shall provide to CBSC the electronic files of the 2016 Code in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If ICC develops an enhanced CD with additional features, such as Boolean

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

- 3.4 ICC has the right to include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate ICC materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication..
- 3.5 ICC reserves the right to sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

4. State Code Distribution. The Library Distribution Act (LDA) established a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California. During the term of this Agreement, ICC shall deliver complimentary copies of the 2016 SBC, and automatically, any 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment B hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment C hereto and copies to the State agencies listed in Attachment D hereto in the quantities specified therein. ICC shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

4.1 ICC shall deliver up to 22 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 22 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.

4.2 ICC shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 SBC Supplements, directly to the following state agencies in the quantities specified by CBSC (Attachment D):

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

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

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

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

6. Compensation. In consideration of the opportunity provided to ICC by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ICC with respect to this Agreement or the licenses granted hereunder.

7. Reservations.

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

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

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

10. Term and Termination.

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

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

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

Trademarks: International Code Council the International Code Council logo and the *Fill in Title* are trademarks of the International Code Council, Inc.

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

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

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

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

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

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

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

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

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

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

18. Indemnity.

18.1 ICC shall indemnify and hold harmless CBSC and its officers, directors, shareholders, employees, agents, affiliates, attorneys and their respective successors and assigns from and against any and all losses, claims, liabilities, obligations, judgments, settlements, damages, costs and expenses, including, without limitation, all attorney's fees and expenses and all court costs (whether or not suit is filed) relating to, resulting from, or in any way arising out of any litigation and/or claim brought by a third party alleging that the use of the Licensed Property constitutes an infringement of any copyright or other proprietary right of any third party.

18.2 Except as provided in the paragraph 18.1, ICC shall not be liable for any claims, losses, injuries, or damages arising from or related to the 2016 Code. Without limiting the foregoing, in no event shall ICC be liable for any claims in any way relating to (a) alleged deficiencies or inadequacies in the content of, or (b) enforcement (or lack thereof) of, any code adopted by the State of California or by any agency, department, instrumentality or political subdivision thereof.

18.3 At the request of CBSC, ICC shall, at ICC's own cost and expense, defend CBSC in connection with the matters for which ICC is obligated to indemnify and hold CBSC harmless in accordance with Paragraph 18.1 hereof, provided that CBSC promptly tenders the defense to ICC and cooperates with ICC in the defense thereof.

18.4 The indemnity provisions of Paragraph 18.1 hereof do not apply to any action for a breach of this Agreement by CBSC.

19. Waivers and Certain Claims.

19.1 Nothing contained in this Agreement shall be deemed an admission of liability by either Party to the other Party with regard to the subject matter of this Agreement, or any related matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each party shall be individually and severally liable for its own obligations under this Agreement.

19.2 No provision of this Agreement may be waived, changed or modified orally, but such may be accomplished only by a written Amendment to this Agreement and signed by both Parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INTERNATIONAL CODE COUNCIL

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

CALIFORNIA BUILDING STANDARDS COMMISSION

By:
vacant, Executive Director

ATTACHMENT A

General Terms – Page 1 of 4

- A.1 ICC shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2016 or at a later date as set by the CBSC, copies of the 2016 SBC in a loose -leaf format wherein all portions of the Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property that have been modified by the CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre -assembled form and not provided as separate sheets. To meet the July 1, 2016 publication date, CBSC must deliver to ICC the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2016, ICC shall be provided with a period of 35 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2016 SBC.
- A.2 All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which the CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2016 SBC. In the event ICC insists on including such non-adopted language, it shall be highlighted and clearly noted as not adopted by the State on each page on which it appears.
- A.3 All Errata and/or Supplements to the 2015 Licensed Property as originally adopted by the CBSC as the 2016 SBC which are thereafter generated by the ICC shall not be printed in the 2016 SBC unless expressly approved by the CBSC.
- A.4 CBSC shall submit to ICC its modifications to the 2015 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2016 SBC for review by CBSC.
- A.5 WITHIN a reasonable time after receipt of the initial draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of the CBSC s

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

- A.6 WITHIN a reasonable time after receipt of the second draft of the 2016 SBC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of the CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.
- A.7 ICC shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 SBC. If CBSC promptly delivers to ICC the submissions from CBSC as set forth in paragraphs A.2 through A.4 above, ICC shall ensure that the 2016 SBC is available for sale within thirty-five (35) days of receipt from the CBSC of fully proofed and approved final text in either electronic format or camera ready copy.

General Terms – Page 2 of 4

A.8 TIME IS OF THE ESSENCE

- Because the 2016 Code may have significant effects on the safety of State's built environment and its citizens, time is of the essence in performing the herein duties.
- The July 1, 2016, date to publish the 2016 Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
- The CBSC and the ICC shall commit staff and resources to expedite their diligent work and cooperate toward the within Publication schedules and goals.
- Due to the variations of their size and complexity, it is impossible to herein establish schedules for Publication of any Supplements or errata. Therefore, when the CBSC submits any Supplements or errata to ICC, a Publication Schedule of milestone dates, including a Publication and Effective date, shall be mutually determined. That Publication Schedule, due to possible coordination with other contractors, is of critical importance. ICC shall notify the CBSC within 15 calendar days following creation of the Publication Schedule if they, for valid reason(s) given, cannot meet the Schedule and include a proposed Schedule which they can meet. The CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, the CBSC shall expect the ICC to abide by the proposed Schedule.
- Neither ICC nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which the ICC or the CBSC is not otherwise responsible.

A.9 Formatting, layout and other requirements not contained herein for publication of the 2016 Code will be set forth and/or confirmed in subsequent correspondence between the Parties. Said formatting, layout and other requirements include, but are not limited to, the following:

A.9.1 Code

- A pre-assembled code numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2 by 11 white paper in a seven-hole loose -leaf format configuration – the same configuration as that used for the 2013 SBC.
- The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
- Each binder volume that has a ring metal greater than 2 shall be equipped with front and back heavy-duty page lifters and, when containing more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.

General Terms – Page 3 of 4

- Volume binders shall conform to the design and colors selected by the CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
- ICC will integrate existing 2015 Licensed Property language with California amendments to be reviewed and approved by the CBSC. First review and schedule will be agreed upon by the parties.
- ICC and CBSC will work out a schedule for completion of the manuscript to ensure publication and its availability on or before July 1, 2016.
- Index will remain as it appears in the 2015 Licensed Property with California amendments as necessary.
- Italics shall not be used to identify defined terms.
- The front of each volume shall contain the pages as per Attachments E, F, G, H and I.
- California language will be in italics or other form as specified by codification.
- All chapters will begin on a right hand page.
- Running heads will read 2016 California Building Code etc.
- State-agency acronyms will be used throughout the 2016 Code.
- ICC will submit binder specifications for approval by CBSC.
- The Matrix Adoption Table will be in the front of each correlating chapter of the 2016 Code and available as a supplement so it can be inserted in the front of each 2016 Code.
- ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
- A card may be placed in the 2016 Code advertising other ICC publications.
- A.9.2 Supplements and Errata

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

General Terms – Page 4 of 4

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

A.10 DISTRIBUTION

- ICC shall establish a distribution method in consultation with the CBSC.
- ICC shall distribute a minimum of 200 complimentary copies of the 2016 Code as per the Agreement Attachments B, C and D as per Paragraph 7, 7.1, and 7.2 of the Agreement.
- ICC may wholesale the 2016 Code to other resellers in California.
- Within 30 days after the end of each calendar quarter, ICC will provide the CBSC with a report of the number of copies of the 2016 Code sold and the number shipped wholesale during that quarter, and the number of subscription postcards returned to ICC for that quarter and cumulative totals for the term of this within Agreement.
- ICC reserves the right to include advertising material of related support products/services in distribution of the 2016 Code, provided said material is not a part of the official text of the California State Building Standards Code. Any advertising would be clearly denoted and included as a separate insert.

ATTACHMENT B

Depository Libraries – Page 1 of 1

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

Complete Depository Libraries

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

California State Archives, 1020 O Street, Sacramento, 95814

California State Archives to receive two copies

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

Library to receive three copies

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

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

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

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

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

of Congress to receive two copies.

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

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

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

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

Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004
University of California, Berkeley, Government Document Technical Services, Library, Acq Dept.

Rec/Docs, 250 Moffitt Library, Berkeley, 94720-6000

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

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

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

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

ATTACHMENT C

Selective Depository Libraries – Page 1 of 4

Selective depositories receive one copy of each printed publication distributed by the Office of State Printing. They also receive publications distributed directly by issuing agencies. Special subsets of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special

document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term Law before their entry.

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

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

Selective Depository Libraries – Page 2 of 4

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

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

Selective Depository Libraries – Page 3 of 4

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

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

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

Selective Depository Libraries – Page 4 of 4

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

ATTACHMENT D
State Agencies – Page 1 of 2

Quantity Agency

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

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

ATTACHMENT E

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

[COVER ART]

ATTACHMENT F Copyright Notice – Page 1 of 1

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

ISBN
Copyright 2016

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

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

ALL RIGHTS RESERVED. This 2016 *California Building Code* contains substantial copyrighted material from the 2015 *International Building Code*, First Printing, as adopted by the CBSC, which is a copyrighted work owned by the International Code Council, Inc. Without advance written permission from the copyright owner, no part of this book may be reproduced, distributed or transmitted in any form or by any means, including, without limitation, electronic, optical or mechanical means (by way of example and not limitation, photocopying, or recording by or in an information storage retrieval system). For information on permission to copy material exceeding fair use, please contact: Publications, 4051 West Flossmoor Road, Country Club Hills, IL 60478. Phone 1-888-ICC-SAFE (422-7233).

Trademarks: International Code Council, the International Code Council logo and the International Building Code are trademarks of the International Code Council, Inc.

PRINTED IN THE U.S.A.

ATTACHMENT G

Preface – Page 1 of 1

Preface

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

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

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

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

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

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

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

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

Web Page: www.bsc.ca.gov

Acknowledgement

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

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

Governor Edmund G. Brown Jr.

Members of the Building Standards Commission

Secretary Marybel Batjer – Chair
Steven Winkel – Vice-Chair

James Barthman

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

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

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

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

California Energy Commission

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

California State Lands Commission

Marine Oil Terminals (562) 499-6312

California State Library

Construction Standards (916) 653-7183

Corrections Standards Authority

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

Department of Consumer Affairs – Acupuncture Board

Office Standards (916) 515-5200

Department of Consumer Affairs – Board of Pharmacy

Pharmacy Standards (916) 574-7900

Department of Consumer Affairs – Bureau of Barbering And Cosmetology

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

Department of Consumer Affairs—

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

Insulation Testing Standards (916) 999-2041

Department of Consumer Affairs – Structural Pest Control Board

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

Department of Consumer Affairs – Veterinary Medical Board

eterinary Hospital Standards (916) 263-2610

Department of Food and Agriculture

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

Department of Public Health

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

Department of Housing and Community Development

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

Department of Water Resources

Gray Water Information (916) 651-9676

Division of the State Architect – Access Compliance

Access Compliance Standards (916) 445-8100

Division of the State Architect – Structural Safety

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

Division of the State Architect - State Historical Building Safety Board

Alternative Building Standards (916) 445-8100

Office of Statewide Health Planning and Development

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

Office of The State Fire Marshal

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

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

From: [Day, Kevin DGS](#)

To: [Frost, Laura DGS](#) Laura.Frost@dgs.ca.gov

Date:

Subject: ICC 2013 Code Agreements

Attachments: [Attachment I.pdf](#)

[ICC 2016 CODE 2, 2.5, 9 & 10 SoW - DRAFT.docx](#)

Hi Laura,

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

Once again, we appreciate your guidance with this.

Sincerely,

Kevin Day

Staff Services Manager I (Specialist)

California Building Standards Commission

Phone 916.263.0355

Fax 916.263.0959

Description: [http://www.bsc.ca.gov/Portals/46/Gallery/CBSC CA Conserve Banner final.png](http://www.bsc.ca.gov/Portals/46/Gallery/CBSC_CA_Conserve_Banner_final.png)

CONFIDENTIALIT NOTICE: This email from the State of California is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review or use, including disclosure or distribution, is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this email.

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

Hi Katrina,

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

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

(From our website: <http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services/nit1250kandoverServices/nit2S.aspx> <http://inside.dgs.ca.gov/ad/obas/ContractsManage>

/Services nit1250kandoverServices nit2S.aspx)

CRF

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf> <http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf>

GC19130

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>
<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>

Mission Critical

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc> <http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc>

Scope of work template:

E HIBIT A

SCOPE OF WORK

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

1. PROJECT S MMAR

A. The insert Contractor’s Name (Contractor), will maintain the subscription service by soliciting for new

subscribers and fulfilling orders for

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

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

2. TERM

A. The Term of the contract will be four years

3. PROJECT REPRESENTATIVES

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

BSC Contract Administrator

Contractor's Contract Administrator

TBE (To Be Entered)

To Be Determined (TBD)

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

4. PERFORMANCE DETAILS

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

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

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

5. SER ICE DETAILS

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

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

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

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

6. WORK DETAILS

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

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

C. The Contractor will

1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.

1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.

1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.

1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.

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

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

Thanks,

Laura

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

Hi Laura,

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

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

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

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Frost, Laura DGS

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

Hi Katrina,

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

Thanks,

Laura

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

Laura,

Per our conversation, here are two of the four agreements.

Please review and let me know how to proceed.

Thanks,

Katrina

Hi Katrina,

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

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

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

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

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING STANDARDS COMMISSION 916.263.1330

Description: http://www.bsc.ca.gov/Portals/46/Gallery/CBSC_CA_Conserve_Banner_final.png



From: [Frost, Laura DGS](#)
To: [Benny, Katrina DGS](#) Katrina.Benny@dgs.ca.gov
Date:
Subject: RE: ICC 2013 Code Agreements

Hi Katrina,

The NCBs are still with PD for approval, to the best of my knowledge. I have not heard otherwise.

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

From: Benny, Katrina DGS
Sent: Tuesday, July 21, 2015 4:46 PM
To: Frost, Laura DGS
Cc: Day, Kevin DGS; de la Motte, Leann DGS
Subject: RE: ICC 2013 Code Agreements

Laura,

Our plan is to have one draft Scope of Work to you hopefully COB Friday if not then by the early next week.

Do you have the signed NCB's including their numbers yet that we can refer to and enclose in our packets

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

Hi Katrina,

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

I would appreciate if Leann could help me take the provisions the contractor wants us to agree to (from either the new or previous agreements) and insert them into a State contract template. It would be mostly copy/pasting and formatting, but we'll also need to make sure the description of the work they're agreeing to do is thorough enough to protect the State, so having someone who knows the program would be appreciated. Once we have it, we can

use it for future years, so this would be a one time OBAS/BSC endeavor. Here are the links to the forms on our website. Additionally, I've started the SOW with just some thoughts off the top of my head. As you can see, we would need input as to what the contractor does.

(From our website: [http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services nit1250kandoverServices nit2S.aspx](http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services%20nit1250kandoverServices%20nit2S.aspx) [http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services nit1250kandoverServices nit2S.aspx](http://inside.dgs.ca.gov/ad/obas/ContractsManage/Services%20nit1250kandoverServices%20nit2S.aspx))

CRF

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf> <http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/CRFB21414ver2beta.pdf>

GC19130

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>
<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/FormOBAS19130.pdf>

Mission Critical

<http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc> [http://documents.dgs.ca.gov/AD/obas/cms/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc](http://documents.dgs.ca.gov/AD/obas/cms/Web%20Documents/Services%20Contracts/MISSIONCRITICALCERTIFICATIONFORMRevised12013FormB.doc)

Scope of work template:

E HIBIT A

SCOPE OF WORK

Business justification for procurement, cite law where applicable. The State of California (State), Department of General Services (DGS), Building Standards Commission (BSC) conducts quarterly Commission Meetings in

accordance with CA Building Standards Law, Health & Safety Code Division 13 Part 2.5, Section 18901 et seq. and is required to issue building codes in accordance with.....

1. PROJECT S MMAR

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

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

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

2. TERM

A. The Term of the contract will be four years

3. PROJECT REPRESENTATIVES

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

BSC Contract Administrator

Contractor's Contract Administrator

TBE (To Be Entered)

To Be Determined (TBD)

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

4. PERFORMANCE DETAILS

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

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

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

5. SER ICE DETAILS

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

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

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

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

6. WORK DETAILS

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

B. The Contractor to supply miscellaneous materials (i.e., grease, lubrications, gloves, etc.) incidental to service,

including safety materials needed or required to perform service at no additional charge to the State.

C. The Contractor will

1. The Contractor will use only the order form (Exhibit A, Attachment III, Order Form) provided within this agreement.

1. All order forms and payments will be mailed directly to the Contractor by the ordering Firm. Contractor is responsible for collecting payment from ordering Firms for stamps provided.

1. If the Contractor finds that the address on the order form does not match the address for the Firm listed within the search engine, Contractor shall fax a copy of the order to the State's Contract Administrator. The Contractor will fulfill the order as requested and ship stamp(s) to the address provided by the ordering Firm.

1. The Contractor shall have adequate office and personnel resources for responding to the state's needs, including telephone coverage, Monday through Friday, (excluding state holidays) during the hours of 8:00 AM through 5:00 PM. Failure to do so may result in termination of this agreement for cause.

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

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

Thanks,

Laura

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

Hi Laura,

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

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

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

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

Hi Katrina,

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

Thanks,

Laura

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

Laura,

Per our conversation, here are two of the four agreements.

Please review and let me know how to proceed.

Thanks,

Katrina

Hi Katrina,

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

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

Thanks,

Laura Frost

OBAS/Service Contracts

Ph: (916) 375-4989

Katrina Benny

Manager, CBSC

Phone 916-263-1350

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

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

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING STANDARDS COMMISSION 916.263.1330

Description: http://www.bsc.ca.gov/Portals/46/Gallery/CBSC_CA_Conserve_Banner_final.png



From: [Frost, Laura DGS](#)

To: [Betts, Bruce DGS](#) Bruce.Betts@dgs.ca.gov

Date: 3/29/2016 4:24:47 PM

Subject: ICC helpful emails

Attachments: [FW: ICC 2013 Code Agreements.msg](#)

[RE: ICC 2013 Code Agreements.msg](#)

[ICC 2013 Code Agreements.msg](#)

[3187605.CBSC.ICC 2016 Code 2, 2.5, 9 & 10 & 3187607.CBSC.ICC 1, 6, 8, 11 & 12.msg](#)

Laura Frost

Manager

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California - IMS -01 MS 508

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

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

Phone 916.375.4989

Fax 916.376.1778

Email laura.frost@dgs.ca.gov



GENERAL SERVICES

Excellence in the Business of Government

Publication contracts summary:

Historically, an NCB (non-competitive bid) justification has been submitted for approval to use the three separate publishing entities for the California Building Standards Code triennial publication and subsequent supplements and errata. The publication NCB's have routinely been approved as the State licenses intellectual property from these sole sources and amends it, where appropriate, with California language.

Contracts for the 2007 and 2010 publications were prepared by CBSC and sent directly to the respective publishers for review and signature. If memory serves correct, Jim consulted with Alex Holtz concerning OLS review/approval of the 2013 contracts and was advised that they didn't need to be reviewed since they were pretty much boiler-plate, **no-dollar value/exchange**.

2013 Contracts:

IAPMO: Agreement date- July 26, 2012

NFPA/BNI: Agreement date- October 23, 2012

ICC: Agreement date- November 7, 2012

All of these contracts have a start date (noted above) but no end date, however, the contracts only specific what CODE are being produced (2013 Codes).

2016 Contracts (CBSC moves under DGS in 2014):

Factors:

- NCB justification(s) was submitted and approved for all agreements by CBSC on May 28, 2015 , approved by Procurement on June 26, 2015
- CBSC was advised of the new OBAS requirement (additional step; new terms) on June 30, 2015.

(While I was in Montana dealing with mom's funeral a few emails were going back and forth regarding the NCB's approval)

- Email from Laura Frost noting that once the NCB's were approved, they would be able to start working on issuing the contracts.
- CBSC commenced discussions with publishers concerning 2016 agreements/contracts in June 2015;

- July 1, 2015: CBSC submitted ICC 2013 agreements (2) to Laura Frost for her review and instructions on how to proceed.
- July 10, 2015: Laura states OLS requires CBSC to prepare contracts for zero \$

Note: Laura's email of July 10, 2015 does not mention zero \$ contracts. It does request CSBC submit CRF, GC19130 & MC statement and provides links to these documents.

- Sept 15, 2015: OBAS advised CBSC where to submit statement of work (SOW)
- October 7, 2015: CBSC forwards draft SOW to OBAS for first ICC contract
- December 14, 2015: CBSC/OBAS conference call regarding ICC SOW

Note: Laura again requested CRF, GC19130 & MC be submitted to OBAS on this conference call.

- ~~January 7, 2016~~: December 2, 2016 OBAS returned SOW for CBSC review/edit

Note: OBAS actually returned SOWs to CSBS for review/edit on December 2, 2015. OBAS again provided updated SOWs on December 14, 2015 based on discussion and changes agreed upon during 12/14 conference call. The 12/14 email to CSBC asked for approval of SOW and to allow OBAS to forward to ICC to allow for meeting the requested January 1, 2016 start date. Bruce followed up with CSBC on 12/31/15 because we had not heard back from CSBC.

- January 21, 2016: Final SOW for **ICC** contracts were submitted to OBAS, which specified a contract start date of **January 1, 2016**;

OBAS provided CSBC an explanation of the process going forward from this point. From 1/22/16 email Bruce Betts to Kevin Day:

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

January 22, 2016: OBAS again requested CRF, GC19130, MC and supporting documents from CSBC

January 25, 2016: CSBC submitted CRF and supporting documents for ICC publications to OBAS.

Feb 5, 2016: OBAS requested contact information for ICC rep. CSBC provided this information Feb 9.

- ~~February 23, 2016~~: February 26, 2016 First IAPMO and NFPA(BNi) SOW was submitted to OBAS, which specified contract start dates of **January 1, 2016** This submission included the CRF, MC, GC19130 for these agreements.
- ~~March 1, 2016~~: February 22, 2016 ICC confirmed receipt of contracts and were reviewing;
- March 25, 2016: Final NFPA SOW submitted to OBAS March 25, 2016

Current Issues:

1. OBAS is stating that contract terms cannot exceed the approved NCB terms, July 1, 2015 – **December 31, 2019**, which would happen if we keep with the current language of a four (4) year term due to the delay in processing contracts.
2. OBAS proposes that all four publication agreements need to reflect a start date of **May 1, 2016**.
3. Problem: A great deal of the contracted work has already been completed.
4. **0 of 4** contracts have been executed to date and much of the work has been done (estimate \geq 50%);
5. CBSC has a definitive publication date of **July 1, 2016**. Pushing the start date of these agreements will not reflect the reality of the process.
6. Elevate priority for CBSC contracts with OBAS

Options:

1. Have a justification signed off by Director Kim, stating that it is ok to back-date our contracts to January 1, 2016. (Laura Frost to provide template for justification letter). **Pros:**
 - a. Aligns with NCB terms;
 - b. Accurately projects work-in-progress
2. Assign a May 1, 2016 start date to our contracts.

Cons: not a viable option

From: [Betts, Bruce DGS](#)
To: [aladez, Noah DGS](#) [Noah.aladez@dgs.ca.gov](#)
Date: 4/4/2016 11:05:05 AM
Subject: FW: ICC helpful emails
Attachments: [2016 Publication contracts summary.docx](#)

Hi Noah,

The updated document is attached. My updates are in blue font.

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 7:42 AM
To: Frost, Laura@DGS
Subject: RE: ICC helpful emails

I updated the dates/comments with correct information based on the email history. My edits are in blue.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Frost, Laura@DGS
Sent: Tuesday, March 29, 2016 4:25 PM
To: Betts, Bruce@DGS
Subject: ICC helpful emails

Laura Frost

Manager

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California - IMS -01 MS 508

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

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

Phone 916.375.4989

Fax 916.376.1778

Email laura.frost@dgs.ca.gov



GENERAL SERVICES

Excellence in the Business of Government

From: [aladez, Noah DGS](#)
To: [Betts, Bruce DGS](#) [Bruce.Betts_dgs.ca.gov](#)
Date: 4/4/2016 11:05:29 AM
Subject: RE: ICC helpful emails

Great. Thank you Bruce.

From: Betts, Bruce@DGS
Sent: Monday, April 04, 2016 11:05 AM
To: Valadez, Noah@DGS
Cc: Frost, Laura@DGS; Tovar, Jaime@DGS
Subject: FW: ICC helpful emails

Hi Noah,

The updated document is attached. My updates are in blue font.

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 7:42 AM
To: Frost, Laura@DGS
Subject: RE: ICC helpful emails

I updated the dates/comments with correct information based on the email history. My edits are in blue.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Frost, Laura@DGS

Sent: Tuesday, March 29, 2016 4:25 PM

To: Betts, Bruce@DGS

Subject: ICC helpful emails

Laura Frost

Manager

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California - IMS -01 MS 508

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

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

Phone 916.375.4989

Fax 916.376.1778

Email laura.frost@dgs.ca.gov



GENERAL SERVICES

Excellence in the Business of Government

From: [Frost, Laura DGS](#)
To: [Betts, Bruce DGS](#) [Bruce.Betts_dgs.ca.gov](#)
Date: 4/4/2016 10:41:32 PM
Subject: RE: ICC helpful emails

Thank you so much for having it handled in today's meeting.

I'm not very good at sitting back in a supportive role. I'm used to being up to bat and being the assigned analyst. I'll work on that. Thanks for bearing with me.

Laura Frost
OBAS/Contract Services
Ph: (916) 375-4989

From: Betts, Bruce@DGS
Sent: Monday, April 04, 2016 11:05 AM
To: Valadez, Noah@DGS
Cc: Frost, Laura@DGS; Tovar, Jaime@DGS
Subject: FW: ICC helpful emails

Hi Noah,

The updated document is attached. My updates are in blue font.

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 7:42 AM
To: Frost, Laura@DGS
Subject: RE: ICC helpful emails

I updated the dates/comments with correct information based on the email history. My edits are in blue.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Frost, Laura@DGS
Sent: Tuesday, March 29, 2016 4:25 PM
To: Betts, Bruce@DGS
Subject: ICC helpful emails

Laura Frost

Manager

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California - IMS -01 MS 508

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

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

Phone 916.375.4989

Fax 916.376.1778

Email laura.frost@dgs.ca.gov



Excellence in the Business of Government

From: [Betts, Bruce_DGS](#)
To: [Benny, Katrina_DGS](#) [Katrina.Benny_dgs.ca.gov](#)
[de la Motte, Leann_DGS](#) [Leann.deLaMotte_dgs.ca.gov](#)
Date: 4/12/2016 9:46:49 AM
Subject: RE: ICC Publication Agreements 3187605 & 3197607

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

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts_dgs.ca.gov

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

Bruce,

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

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Tuesday, April 12, 2016 9:33 AM
To: de la Motte, Leann@DGS
Cc: Benny, Katrina@DGS; Biedermann, Cynthia@DGS; Frost, Laura@DGS
Subject: ICC Publication Agreements #3187605 & #3197607

Good Morning Leann,

I received the ICC Publication agreements signed by Mark Johnson. I will send them to you today via IA mail for signatures. Thanks!

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts_dgs.ca.gov

12/17/2016

From: [Frost, Laura DGS](#)
To: [Benny, Katrina DGS](#) [Katrina.Benny_dgs.ca.gov](#)
Date: 4/15/2016 11:28:42 AM
Subject: RE: Publishing contracts

Thanks. Sorry for my earlier oversight of your note that you were still obtaining this.

Laura Frost
OBAS/Contract Services
Ph: (916) 375-4989

From: Benny, Katrina@DGS
Sent: Friday, April 15, 2016 9:57 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

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: [Betts, Bruce DGS](#)
To: [Benny, Katrina DGS](#) Katrina.Benny@dgs.ca.gov
Date: 4/21/2016 8:33:55 AM
Subject: RE: California Contract- NFPA pdate

I made a minor change. Only the STD 215 goes to OFS. Both the STD 213 & OFS stamped STD 215 are reviewed and approved by OLS.

Contract	STD 213 With Publisher	OFS STD 215 review	STD 213 & 215 OLS for review
ICC (2)	Signed and returned	Signed and returned	Going today 4-21
IAPMO	Signed and returned	Signed and returned	Going today 4-21
NFPA	Still with publisher ETA unknown	Signed and returned	

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
 Sent: Thursday, April 21, 2016 8:25 AM
 To: Betts, Bruce@DGS
 Cc: Day, Kevin@DGS; de la Motte, Leann@DGS; Frost, Laura@DGS; Biedermann, Cynthia@DGS
 Subject: RE: California Contract- NFPA Update

So for me to understand this better please verify the below chart:

Contract	With Publisher	OFS review	OLS for review
ICC (2)	Signed and returned	Signed and returned	Going today 4-21
IAPMO	Signed and returned	Signed and returned	Going today 4-21
NFPA	Still with publisher ETA unknown		

Katrina Benny

Manager, CBSC
Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Thursday, April 21, 2016 7:45 AM
To: Benny, Katrina@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS; Frost, Laura@DGS; Biedermann, Cynthia@DGS
Subject: RE: California Contract- NFPA Update

Hi Katrina,

The 215s were returned from OFS this morning. OFS has directed that the 215s be routed through the OLS Intellectual Property Team. I will route them today simultaneous with routing the contract packages for IAPMO & ICC through OLS.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California
707 3rd Street, 2nd Floor, 2-300, West Sacramento, CA 95605

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Tuesday, April 19, 2016 2:11 PM
To: Betts, Bruce@DGS; Biedermann, Cynthia@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

Thanks Bruce.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Tuesday, April 19, 2016 2:10 PM
To: Benny, Katrina@DGS; Biedermann, Cynthia@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

Hi Katrina,

I have not received the 215s back from OFS yet but I have an expedite request in. I expect them back today or tomorrow and once I have them, I can send the packages to OLS. I will let you know once they move to OLS.

Bruce Betts

Acquisition Analyst

Contract Services Section (Team 3)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

Phone 916.441-9636

Email Bruce.Betts_dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Tuesday, April 19, 2016 2:08 PM
To: Betts, Bruce@DGS; Biedermann, Cynthia@DGS
Cc: Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

Bruce,

We haven't heard from NFPA as of yet, but Cynthia is going to shoot them another email to inquire about their contract.

Can we proceed with the other 3 contracts for Legal review

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Tuesday, April 19, 2016 1:13 PM
To: Biedermann, Cynthia@DGS
Cc: Benny, Katrina@DGS; Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: RE: California Contract- NFPA Update

Hello Cynthia,

Have you heard anything further from Dennis Berry at NFPA I will follow up with him this afternoon but wanted to check in with you first. Thank you.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Biedermann, Cynthia@DGS
Sent: Monday, April 11, 2016 11:04 AM
To: Betts, Bruce@DGS
Cc: Marvelli, Mia@DGS; Benny, Katrina@DGS; Day, Kevin@DGS; de la Motte, Leann@DGS
Subject: FW: California Contract- NFPA Update

Bruce,

Please see the NFPA update that follows. As we're looking at another week of review let me know if you'd like to coordinate a call with Dennis/NFPA or in an effort to expedite the process.

C

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW YEAR, NEW CODE!

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

From: Berry, Dennis [<mailto:dberry@NFPA.org>]
Sent: Monday, April 11, 2016 10:51 AM
To: Biedermann, Cynthia@DGS
Subject: RE: California Contract

a

o a o e e e e e o a a ee o ee e o a e e a e a e a a a e of
a o e a o e a a e a ge o e age ee e ego go e ee a ge a o e o a e a f a e e o e
o o ee of e ee

o ofo a ge o e o g a e a a a a o e a o o e o o a a a e a fo e o a e fo
a a e o e

e e

e e
e ea of e o o a o
e o of e g
p
e a e a Pa

e f a o g

From: e e a a a o a e e a g a go
Sent: o a P
To: e e e P o g
Cc: o e e a o e f a o g
Subject: a fo a o a

Hi Dennis,

Do you have an update on the California 2016 contract I see that Deb is out this week and our procurement folks are asking for an update.

Please let me know if you have any questions!

Thank you so much,

Cynthia

CYNTHIA BIEDERMANN ASSOCIATE GOVERNMENTAL PROGRAM ANALYST CALIFORNIA BUILDING
STANDARDS COMMISSION 916.263.1330

NEW EAR, NEW CODE!

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

From: [Betts, Bruce DGS](#)
To: [Benny, Katrina DGS](#) [Katrina.Benny_dgs.ca.gov](#)
[de la Motte, Leann DGS](#) [Leann.delaMotte_dgs.ca.gov](#)
Date: 4/21/2016 1:30:29 PM
Subject: RE: CA-NEC Contract

Thank you Katrina. I am out of the office tomorrow but I don't need to be part of the discussion with NFPA. I will check in with you Monday. I am on my way to OLS to drop off the other three agreements this afternoon

Bruce Betts

Acquisition Analyst

Contract Services Section (*Team 3*)

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts_dgs.ca.gov

From: Benny, Katrina@DGS
Sent: Thursday, April 21, 2016 1:27 PM
To: Betts, Bruce@DGS; de la Motte, Leann@DGS
Cc: Biedermann, Cynthia@DGS; Frost, Laura@DGS; Day, Kevin@DGS; Marvelli, Mia@DGS
Subject: RE: CA-NEC Contract

Oh boy ..I agree to with your comments below.

This poor contract has been through heck, with all the changes from the original 2 with ICC then added and removing BNi. I think most of the code comments are easy to explain with the previously mentioned statement of making changes to one master template.

I think we need to contact Debra, via phone and explain why some of the language is written the way it is. Because almost everyone is out of the office at the Green Summit, we won't be able to do this until tomorrow.

Katrina Benny

Manager, CBSC

Phone 916-263-1350

From: Betts, Bruce@DGS
Sent: Thursday, April 21, 2016 12:57 PM
To: de la Motte, Leann@DGS
Cc: Biedermann, Cynthia@DGS; Frost, Laura@DGS; Benny, Katrina@DGS; Day, Kevin@DGS
Subject: FW: CA-NEC Contract

Hi Leann,

Please let me know if you accept the changes NFPA proposed or if you would like to further discuss these changes.

I don't recommend that we agree to removing the sales reporting requirement from Exhibit B, Paragraph B.6. Removing it may create problems during the OLS review and approval process.

I will send Debra an email answering her question of why Exhibit A is labeled as an Exhibit. I don't believe she has seen our STD 213.

Bruce Betts

Acquisition Analyst

Contract Services Section *(Team 3)*

Office of Business and Acquisition Services Administration Division

Department of General Services State of California

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

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

Phone 916.441-9636

Email Bruce.Betts@dgs.ca.gov

From: Rose, Debra [<mailto:drose@nfpa.org>]
Sent: Thursday, April 21, 2016 12:05 PM
To: Betts, Bruce@DGS
Cc: de la Motte, Leann@DGS; Biedermann, Cynthia@DGS; Berry, Dennis; billmahoney@bnibooks.com
Subject: CA-NEC Contract

Greetings Bruce,

Dennis and I have reviewed the attached contract and made a few notes.

Specifically the referencing of the product in several ways. For example 2016 CEC, Title 24, Part 3, the Code. I believe they all mean the same thing, but if we could reference the product one way it would be helpful.

We removed a few paragraphs because it was unclear as to why they were in the contract.

Lastly we moved all of the production specifications and distributions to the back of the contract under Attachment C.

Our changes are suggestions only and hopefully open a conversation between CBSC and NFPA.

Please call or email me when you would like to talk about our suggestions.

Best regards,

Debra Rose

Sr. Project Manager

NFPA

1 Batterymarch Park

Quincy, MA 02169-7471

drose@nfpa.org

1 617 984-7595

National Fire Protection Association

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

www.nfpa.org

From: [Betts, Bruce DGS](#)
To: [Frost, Laura DGS](#) [Laura.Frost@dgs.ca.gov](#)
Date: 4/28/2016 8:24:29 AM
Subject: FW: 2016 California Building Standards Code Part 3 Publication Agreement

Just an update because I know Brent and Mia had an interest at one point in meeting the May 1st date.

The other 3 publication contracts (2 ICC and 1 IAPMO) are executed. We aren't going to meet May 1st on this one because of the back and forth between NFPA and CBSC (good thing I asked the below question). I will get it done once I have a dually signed agreement in hand but none of the holdup has been OBAS.

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: e e [a o e e g ago](#)
Sent: a
To: o e e a [o e f a o g](#)
Cc: e a o e ea [ea ea o e g ago](#)
Subject: a fo a g a a o e Pa P a o g ee e

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