

**From:** [DGSMFP](#)

**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 3:01:07 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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**Morrison, Tom**

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**From:** Walls, Dave  
**Sent:** Wednesday, August 15, 2007 12:23 PM  
**To:** Taylor, Jane; Nearman, Michael; Frank, Russell  
**Cc:** Morrison, Tom  
**Subject:** something to consider while working on Green Building

**What Is Not Protected by Copyright?**

Several categories of material are generally not eligible for federal copyright protection. These include among others:

- Works that have not been fixed in a tangible form of expression (for example, choreographic works that have not been notated or recorded, or improvisational speeches or performances that have not been written or recorded)
- Titles, names, short phrases, and slogans; familiar symbols or designs; mere variations of typographic ornamentation, lettering, or coloring; mere listings of ingredients or contents
- Ideas, procedures, methods, systems, processes, concepts, principles, discoveries, or devices, as distinguished from a description, explanation, or illustration
- Works consisting entirely of information that is common property and containing no original authorship (for example: standard calendars, height and weight charts, tape measures and rulers, and lists or tables taken from public documents or other common sources)

**What Is Copyright**

Copyright is a form of protection provided by the laws of the United States (title 17, U. S. Code) to the authors of "original works of authorship," including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. Section 106 of the 1976 Copyright Act generally gives the owner of copyright the exclusive right to do and to authorize others to do the following:

- To reproduce the work in copies or phonorecords;
- To prepare derivative works based upon the work;
- To distribute copies or phonorecords of the work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- To perform the work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works;
- To display the work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work; and
- In the case of sound recordings\*, to perform the work publicly by means of a digital audio

transmission.

In addition, certain authors of works of visual art have the rights of attribution and integrity as described in section 106A of the 1976 Copyright Act. For further information, request Circular 40, Copyright Registration for Works of the Visual Arts.

It is illegal for anyone to violate any of the rights provided by the copyright law to the owner of copyright. These rights, however, are not unlimited in scope. Sections 107 through 121 of the 1976 Copyright Act establish limitations on these rights. In some cases, these limitations are specified exemptions from copyright liability. One major limitation is the doctrine of "fair use," which is given a statutory basis in section 107 of the 1976 Copyright Act. In other instances, the limitation takes the form of a "compulsory license" under which certain limited uses of copyrighted works are permitted upon payment of specified royalties and compliance with statutory conditions. For further information about the limitations of any of these rights, consult the copyright law or write to the Copyright Office.

**\*Note:** Sound recordings are defined in the law as "works that result from the fixation of a series of musical, spoken, or other sounds, but not including the sounds accompanying a motion picture or other audiovisual work." Common examples include recordings of music, drama, or lectures. A sound recording is not the same as a phonorecord. A phonorecord is the physical object in which works of authorship are embodied. The word "phonorecord" includes cassette tapes, CDs, LPs, 45 r.p.m. disks, as well as other formats.

Dave Walls, Executive Director  
California Building Standards Commission  
2525 Natomas Park Dr., Suite 130  
Sacramento, CA 95833  
(916) 263-0916

**Morrison, Tom**

---

**From:** Kerns, Deborah  
**Sent:** Friday, March 02, 2007 9:50 AM  
**To:** Walls, Dave; Matteucci, Evelyn  
**Cc:** Morrison, Tom  
**Subject:** RE: Use of State Seal on the California Binder

Hi Dave, Government Code section 402(a) prohibits the use of the State Seal for commercial purposes (sale of code books) so the State Seal should not be used anywhere in the Codes.

402. (a) Every person who maliciously or for commercial purposes uses or allows to be used any reproduction or facsimile of the Great Seal of the State in any manner whatsoever is guilty of a misdemeanor.

(b) Notwithstanding subdivision (a), the Great Seal of the State may be used for commercial purposes by the Golden State Museum Store located at 1020 O Street in Sacramento, and by the Capitol Bookstore and Gift Shop located in the rotunda of the restored State Capitol Building.

(c) Notwithstanding subdivision (a), the California Sesquicentennial Commission may enter into an agreement to use the Great Seal of the State for officially sanctioned products of the California Sesquicentennial celebration as approved by the commission. The funds received from these sales shall revert to the California Sesquicentennial Foundation and be used only for official Sesquicentennial celebration purposes.

Deborah J. Kerns  
Staff Counsel III (Specialist)  
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Department of General Services  
916-376-5105 - phone  
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-----Original Message-----

**From:** Walls, Dave  
**Sent:** Wednesday, February 28, 2007 11:00 AM  
**To:** Kerns, Deborah; Matteucci, Evelyn  
**Cc:** Morrison, Tom  
**Subject:** FW: Use of State Seal on the California Binder

Any thoughts on this? We have always used it on Title 24 Codes and other documents.

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

**From:** Margi Leddin [<mailto:mleddin@iccsafe.org>]  
**Sent:** Wednesday, February 28, 2007 10:37 AM  
**To:** Walls, Dave  
**Cc:** Mary Lou Luif  
**Subject:** Use of State Seal on the California Binder



Dave,

We had a situation come up with another state that I thought I would share with you regarding the use of a state seal on a custom binder. In one particular incident, the Executive Director of the state's building department sent us the state seal and asked us to put it on their custom binder. The cover design was subsequently approved by the department. Later, after the books were printed, someone associated with the state's legal department came back to ICC with an injunction, saying we couldn't sell the books because we didn't have appropriate permission to use the state seal. As it turned out, the state building department did not have the legal authority to grant the permission (they were quite surprised by that, as they had used it in the past!). Only the governor's office had such permission.

Before I start printing California binders, I would like you to verify – do you have the legal authority to approve ICC's use of the California state seal on these binders? Both for printing and marketing purposes.

If not, can you get that permission for us?

Thanks.  
Margi

**Margaret M. Leddin**  
**Vice President, Publishing**  
International Code Council  
4051 W. Flossmoor Road  
Country Club Hills, IL 60478  
Phone 1-888-ICCSAFE (888-422-7233), ext. 4217  
Fax 1-800-214-7167  
[mleddin@iccsafe.org](mailto:mleddin@iccsafe.org)

**Morrison, Tom**

---

**From:** Kerns, Deborah  
**Sent:** Friday, June 23, 2006 3:36 PM  
**To:** Morrison, Tom  
**Subject:** RE: Publication Agreements for Title 24

I met with our Chief counsel and we need to proceed with the NCB – please prepare a draft and I will review with you and assist with the process. Thank you

Deborah J. Kerns  
Staff Counsel III (Specialist)  
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Department of General Services  
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-----Original Message-----

**From:** Morrison, Tom  
**Sent:** Tuesday, June 20, 2006 2:07 PM  
**To:** Kerns, Deborah  
**Subject:** RE: Publication Agreements for Title 24

Thanks, Debbie.

Thomas L. Morrison, Deputy Executive Director  
California Building Standards Commission  
2525 Natomas Park Drive, Suite 130  
Sacramento, California 95833  
(916) 263-0916  
(916) 263-0959 FAX  
[tom.morrison@dgs.ca.gov](mailto:tom.morrison@dgs.ca.gov)

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

**From:** Kerns, Deborah  
**Sent:** Tuesday, June 20, 2006 1:54 PM  
**To:** Morrison, Tom  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

Hi Tom, before you do any more work on the NCB, I am going to confer internally to confirm whether an NCB is required. I will keep you posted.

Deborah J. Kerns  
Staff Counsel III (Specialist)  
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Department of General Services  
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-----Original Message-----

**From:** Morrison, Tom  
**Sent:** Tuesday, June 20, 2006 1:24 PM  
**To:** Kerns, Deborah  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

Deborah,

Attached are three draft NCB forms, one for the International Code Council (ICC) for model code based parts of Title 24, one for the International Association of Plumbing and Mechanical Officials also for model code based parts, and one for ICC for non-model code based parts, for your review.

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

**From:** Kerns, Deborah  
**Sent:** Thursday, June 15, 2006 8:12 AM  
**To:** Morrison, Tom  
**Subject:** RE: Publication Agreements for Title 24

Tom, The AG letter states that the BSC may arrange for publication of the Code on a sole-source basis if it obtains the appropriate administrative approvals. Do you have any written documentation from PD of the meeting 3 years ago that states BSC does not need to complete an NCB form – if you do then please fax it to me. Otherwise, please begin drafting the NCB form and I can review it. Thank you

Deborah J. Kerns  
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-----Original Message-----

**From:** Morrison, Tom  
**Sent:** Wednesday, June 14, 2006 4:59 PM  
**To:** Kerns, Deborah  
**Subject:** RE: Publication Agreements for Title 24

Deborah,

The advice letter from the Department of Justice stated that the commission should discuss the issue of treating the non-model code based parts of Title 24 as proprietary documents with the Department of General Services (DGS). The commission had that discussion with DGS' Procurement Division (PD) in 2003.

In that meeting the commission was told that it did not need to complete Non-Competitive Bid forms for the publication of any part of Title 24, model code based or not. If the commission submitted Non-Competitive Bid (NCB) forms now, the forms would either confuse PD or re-open an issue that had been resolved via the meeting in three years ago.

If you think we need to revisit this with PD again, we would appreciate your assistance in completing the NCB forms. I would send you drafts to look over. Please let me know as soon as possible.

On the other matter, I will contact the State Printer regarding their continuing to not want to publish and sell Parts 1, 6, 7, 8, and 12 (non-model code based parts) of Title 24.

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[tom.morrison@dgs.ca.gov](mailto:tom.morrison@dgs.ca.gov)

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

**From:** Kerns, Deborah  
**Sent:** Wednesday, June 14, 2006 3:28 PM  
**To:** Morrison, Tom  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

Hi Tom, I suggest contacting the State Printer, Geoff Brandt, and receive confirmation in writing whether or not OSP could publish the codes.

Regarding the June 6, 2001 letter from AG de La Guardia regarding the need to obtain sole source approval that you faxed to me, it looks like you will need to do the paperwork to obtain this approval from procurement. I can assist you if you get me a draft. Thank you

Deborah J. Kerns  
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-----Original Message-----

**From:** Morrison, Tom  
**Sent:** Tuesday, June 13, 2006 9:39 AM

**To:** Kerns, Deborah  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

No, I have not confirmed with the Office of State Publishing (OSP). The commission actually had Title 24 published and sold by OSP back in the 1980's, when the state only printed its amendments to the model codes and none of the adopted model code language. The building industry didn't want to have to refer back and forth between Title 24 (California amendments only) and the model codes the state also adopted, so the commission had model code organizations publish Title 24; these organizations had to be the publishers because of copyrights.

OSP was only to glad to give up Title 24, because they did not like having to sell it, maintain subscription lists, and take all the telephone calls that came to them as a result of being the seller of it. This may have been resource-driven as it states in the Department of Justice's advice letter, but I also remember that having to sell Title 24 was an issue.

I don't know whether or not Stan confirmed with OSP, in 2001, that OSP did not want to take back Title 24. Should we confirm with OSP (again)? If so, do you have a suggestion as to who the commission should contact?

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

**From:** Kerns, Deborah  
**Sent:** Tuesday, June 13, 2006 8:51 AM  
**To:** Morrison, Tom  
**Subject:** RE: Publication Agreements for Title 24

Thank you Tom, also have you checked with DGS Office of State Publishing to find out if they could publish the codes? In the June 6, 2001 letter from the AG's office Ramon de la Guardia, he recommends that BSC confirm that the State Printer cannot publish the Code.

Deborah J. Kerns  
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-----Original Message-----

**From:** Morrison, Tom  
**Sent:** Tuesday, June 13, 2006 8:11 AM  
**To:** Kerns, Deborah  
**Subject:** RE: Publication Agreements for Title 24

Bob French and his managers, I don't recall who else specifically, but it was all the players at Procurement that we had been dealing with over several months on this issue. It was a meeting that Stan attended and I participated in via teleconference. One of the other people at PD that we had been dealing with on this issue was Marnell Voss. (PD pointed the commission to the management memo that had the exemption in it for proprietary documents.)

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

**From:** Kerns, Deborah  
**Sent:** Tuesday, June 13, 2006 7:59 AM  
**To:** Morrison, Tom  
**Subject:** RE: Publication Agreements for Title 24

Hi Tom, who at DGS did you have the discussions with? i.e. DGS stated...

Deborah J. Kerns  
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Department of General Services  
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-----Original Message-----

**From:** Morrison, Tom  
**Sent:** Monday, June 12, 2006 4:55 PM  
**To:** Kerns, Deborah  
**Subject:** Publication Agreements for Title 24

Deborah,

For your information, the California Building Standards Commission (Commission) is planning to enter into agreements for the publication of the California Building Standards Code (Title 24). We are proceeding based on information that we received in an advice letter from the Department of Justice

(DOJ) in 2001 (to be faxed), in a Management Memo 03-10 (attached), and in a discussion with the Department of General Services' (DGS) Procurement Division.

DOJ's advice letter concluded that, "If it obtains the appropriate administrative approvals, the Commission may arrange for publication of the Building Standards Code [all eleven parts] on a sole-source basis." The letter stated that it may be more cost-effective and that there would be more uniformity if the parts of Title 24 not based on model codes were published by one of the model code publishers, and that this was something to be discussed with the Department of General Services and the State and Consumer Services Agency Secretary.

Management Memo 03-10 concerns the requirements for the use of California Multiple Award Schedules, Master Agreements and Non-Competitively Bid Contracts. Attachment D to the memo states that categories of contracts listed in the Attachment may be awarded without competitive bidding and that they are exempt based on a determination by DGS that competitive bidding is not feasible.

In 2003 during a discussion, DGS reasoned that the parts of Title 24 based on model codes fall into the category of proprietary publications and are therefore exempt. DGS also reasoned that the parts of Title 24 not based on model codes would be treated as proprietary publications, because no bidder could publish these parts for zero dollars, as model code publishers would, and that there would be more uniformity in the publication of Title 24.

DGS further stated that the Commission did not need to prepare sole-source contracts because of the exemption. Therefore, as the Commission did after the discussion with DGS, it is preparing again to enter into agreements with the model code publishing organizations to publish all parts of Title 24, without competitively bidding them or completing sole-source forms.

The agreements will be signed by the head of the publishing organization and the Secretary of the State and Consumer Services Agency, as before. Do you have any comments? I would appreciate your comments as soon as possible, given our extremely aggressive work schedule.

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**Morrison, Tom**

---

**From:** Brandt, Geoff  
**Sent:** Thursday, June 22, 2006 8:30 AM  
**To:** Morrison, Tom  
**Subject:** Title 24

The Office of State Publishing is not interested in the printing of Title 24. Geoff Brandt, State Printer



## Morrison, Tom

---

**From:** Blair, Guy  
**Sent:** Thursday, June 22, 2006 9:18 AM  
**To:** Morrison, Tom  
**Subject:** RE: Printing Procurements

I apologize for not including that section in my previous message. The section follows. It does not specifically state that printing is a commodity. It only states that it is not considered a service as it relates to GC Section 19130.

14612.5. Notwithstanding any other provision of law, for state printing procurement purposes, printing is not considered a personal service contract as defined in Section 19130.

Guy Blair  
Administration Manager  
Office of State Publishing  
323-0309 Work  
240-1468 Cell  
323-0308 Fax

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

**From:** Morrison, Tom  
**Sent:** Thursday, June 22, 2006 9:10 AM  
**To:** Blair, Guy  
**Subject:** RE: Printing Procurements  
**Importance:** High

Guy,

Can you direct me to the '97-98 budget language that Geoff was referring to where it defined printing as a commodity, not a service?

Thomas L. Morrison, Deputy Executive Director  
California Building Standards Commission  
2525 Natomas Park Drive, Suite 130  
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tom.morrison@dgs.ca.gov

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

**From:** Blair, Guy  
**Sent:** Thursday, June 22, 2006 8:48 AM  
**To:** Morrison, Tom  
**Cc:** Brandt, Geoff  
**Subject:** Printing Procurements

Good Morning Tom,

The State Printer, Geoff Brandt, asked that I send you information regarding your acquiring printing from a private printer. Following is a link to the Management Memo 02-22 that addresses this issue. You have the authority to contract out printing without prior approval of OSP. If the vend out is over \$5,000 in value, you must solicit a bid from OSP on that job.

[http://www.documents.dgs.ca.gov/osp/sam/mmemos/mm02\\_22.pdf](http://www.documents.dgs.ca.gov/osp/sam/mmemos/mm02_22.pdf)

Following is the current section of the Government Code related to this issue.

14612.2. (a) Notwithstanding Chapter 7 (commencing with Section 14850) of Part 5.5 of Division 3 of Title 2 of, or Section 14901 of, the Government Code, no agency is required to use the Office of State Publishing for its printing needs and the Office of State Publishing may offer printing services to both state and other public agencies, including cities, counties, special districts, community college districts, the California State University, the University of California, and agencies of the United States government. When soliciting bids for printing services from the private sector, all state agencies shall also solicit a bid from the Office of State Publishing when the project is anticipated to cost more than five thousand dollars (\$5,000).

(b) This section shall remain operative only until the effective date of the Budget Act of 2006 or July 1, 2006, whichever is later, and as of January 1, 2007, is repealed, unless a later enacted statute that is enacted before January 1, 2007, deletes or extends the dates on which it becomes inoperative and is repealed.

Please call me at 323-0309 if you have any questions.

Guy Blair  
OSP Administration Manager  
Work 323-0309  
Cell 240-1468

**Morrison, Tom**

---

**From:** Kerns, Deborah  
**Sent:** Wednesday, June 14, 2006 3:28 PM  
**To:** Morrison, Tom  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

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I don't know whether or not Stan confirmed with OSP, in 2001, that OSP did not want to take back Title 24. Should we confirm with OSP (again)? If so, do you have a suggestion as to who the commission should contact?

Thomas L. Morrison, Deputy Executive Director  
California Building Standards Commission  
2525 Natomas Park Drive, Suite 130  
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(916) 263-0959 FAX

6/15/2006

[tom.morrison@dgs.ca.gov](mailto:tom.morrison@dgs.ca.gov)

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

**From:** Kerns, Deborah  
**Sent:** Tuesday, June 13, 2006 8:51 AM  
**To:** Morrison, Tom  
**Subject:** RE: Publication Agreements for Title 24

Thank you Tom, also have you checked with DGS Office of State Publishing to find out if they could publish the codes? In the June 6, 2001 letter from the AG's office Ramon de la Guardia, he recommends that BSC confirm that the State Printer cannot publish the Code.

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**Sent:** Tuesday, June 13, 2006 7:59 AM  
**To:** Morrison, Tom  
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Office of Legal Services  
Department of General Services  
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916-376-5088 - fax

6/15/2006

[deborah.kerns@dgs.ca.gov](mailto:deborah.kerns@dgs.ca.gov)

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

**From:** Morrison, Tom  
**Sent:** Monday, June 12, 2006 4:55 PM  
**To:** Kerns, Deborah  
**Subject:** Publication Agreements for Title 24

Deborah,

For your information, the California Building Standards Commission (Commission) is planning to enter into agreements for the publication of the California Building Standards Code (Title 24). We are proceeding based on information that we received in an advice letter from the Department of Justice (DOJ) in 2001 (to be faxed), in a Management Memo 03-10 (attached), and in a discussion with the Department of General Services' (DGS) Procurement Division.

DOJ's advice letter concluded that, "If it obtains the appropriate administrative approvals, the Commission may arrange for publication of the Building Standards Code [all eleven parts] on a sole-source basis." The letter stated that it may be more cost-effective and that there would be more uniformity if the parts of Title 24 not based on model codes were published by one of the model code publishers, and that this was something to be discussed with the Department of General Services and the State and Consumer Services Agency Secretary.

Management Memo 03-10 concerns the requirements for the use of California Multiple Award Schedules, Master Agreements and Non-Competitively Bid Contracts. Attachment D to the memo states that categories of contracts listed in the Attachment may be awarded without competitive bidding and that they are exempt based on a determination by DGS that competitive bidding is not feasible.

In 2003 during a discussion, DGS reasoned that the parts of Title 24 based on model codes fall into the category of proprietary publications and are therefore exempt. DGS also reasoned that the parts of Title 24 not based on model codes would be treated as proprietary publications, because no bidder could publish these parts for zero dollars, as model code publishers would, and that there would be more uniformity in the publication of Title 24.

DGS further stated that the Commission did not need to prepare sole-source contracts because of the exemption. Therefore, as the Commission did after the discussion with DGS, it is preparing again to enter into agreements with the model code publishing organizations to publish all parts of Title 24, without competitively bidding them or completing sole-source forms.

The agreements will be signed by the head of the publishing organization and the Secretary of the State and Consumer Services Agency, as before. Do you have any comments? I would appreciate your comments as soon as possible, given our extremely aggressive work schedule.

Thomas L. Morrison, Deputy Executive Director  
California Building Standards Commission  
2525 Natomas Park Drive, Suite 130  
Sacramento, California 95833  
(916) 263-0916

6/15/2006

(916) 263-0959 FAX  
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**MANAGEMENT MEMO**

<b>SUBJECT:</b> <b>REQUIREMENTS FOR THE USE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS), MASTER AGREEMENTS, AND NON-COMPETITIVELY BID CONTRACTS</b>	<b>NUMBER:</b> <b>MM 03-10</b>
<b>REFERENCES:</b> <b>GOVERNOR'S TASK FORCE ON CONTRACTING AND PROCUREMENT REVIEW REPORT, August 30, 2002</b> <b>PCC 10295, PCC 12100, et seq.</b> <b>RESCINDS AND SUPERSEDES MM 02-19 REVISION 3 AND ATTACHMENTS</b>	<b>DATE ISSUED:</b> <b>MAY 28, 2003</b>  <b>EXPIRES:</b> <b>UNTIL RESCINDED</b> <b>ISSUING AGENCY:</b> <b>DEPARTMENT OF GENERAL SERVICES</b>

It is the intent of the Department of General Services (DGS) to ensure that competitive bidding processes are employed to the maximum extent required by law. The purpose of this Management Memo is to provide requirements for the acquisition of information technology and non-information technology goods and services obtained through the use of CMAS, Master Agreements, and Non-Competitively Bid acquisition methods.

In accordance with the Governor's Task Force on Contracting and Procurement Review Report, DGS is developing formal delegated purchasing authority requirements for state departments' use of the CMAS/Master Agreements known as leveraged procurement agreements (LPA), including a requirement that departments formally request the authority to use the LPA's. Those requirements will become effective July, 2003. In the interim, all departments are hereby granted delegated purchasing authority to use the state's LPA's in accordance with the relevant agreement requirements (e.g., CMAS Agency Packet, Master Agreement User Guides) and within the parameters of this Management Memo. This authority is a continuation of the authority historically granted by DGS to all departments. All PCO's will be notified when the new requirements are released. DGS cautions departments to differentiate between delegated purchasing authority for the use of LPA's and delegated purchasing authority to conduct competitive procurements.

Separate standards and processes are required for contracts \$250,000 or less and those greater than \$250,000. These are delineated in Attachments A and B. Attachment A provides requirements for acquisitions from CMAS and Master Agreements, distinguishing between information technology (IT) acquisitions and non-information technology (non-IT) acquisitions, and is further categorized by dollar threshold. Attachment B provides requirements for Non-Competitively Bid (NCB) contracts, again distinguishing between IT and non-IT acquisitions and categorized by dollar threshold. Attachments C and D identify and provide further procedures for exempting contracts from the requirements of this Management Memo, subject to specific conditions. Attachment C exempts contracts by statute and Attachment D exempts contracts by policy. Attachment D also provides direction on how to amend a contract that was previously competitively bid. Any contracts issued pursuant to this Management Memo cannot exceed a department's purchasing authority. Contracts and contract amendments exceeding a department's purchasing authority must be issued/approved by the DGS.

1. As a result of the recommendations contained in the Governor's Task Force on Contracting and Procurement Review Report, each agency/department/commission/board shall designate and maintain a Procurement and Contracting Officer (PCO) as a single point of contact. The PCO will:
  - Be responsible for all procurement and contracting activities within the department.
  - Be the person the DGS will contact for participation in procurement and contracting activities.

- Fulfill the agency officer requirement identified in Public Contract Code (PCC) section 10333(a)(1) as well as section 10351(a)(1).
- Serve as the contract officer identified in the State Contracting Manual (SCM), section 9.02A.
- Approve the department's Request for Delegated Purchasing Authority (Request) prior to submission of the Request to the DGS, including requests for any outlying offices. (Outlying offices include, but are not limited to, correctional facilities, district agricultural associations, hospitals, developmental centers, field offices, and district offices.)
- Serve as department signatory on reports for purchasing program compliance reviews conducted by the DGS, including reports for any outlying offices.

The following information was required to be submitted by 1/31/03.

Name, Working Title, State Classification, Department  
Street Address, including address, city, and zip code  
Mailing Address, including address, city, and zip code; IMS Code  
Phone Number, including area code; Fax Number, including area code  
E-mail address

This information must be kept updated. Please submit changes to Cheri Shaw, Purchasing Authority Management Section, Procurement Division, at (916) 375-4350 or [cheri.shaw@dgs.ca.gov](mailto:cheri.shaw@dgs.ca.gov).

2. Failure to comply with the procedures and requirements provided in this Management Memo **will** result in the loss of purchasing authority and/or contract approval exemptions.
3. Contracts shall not be executed, and/or work shall not be commenced until all of the approvals required by this Management Memo and Attachments have been obtained.
4. Contracts for services procured pursuant to Government Code Section 4525 et seq, are exempt from this Management Memo.
5. The departmental approval limit for Non-IT service contracts is \$50,000.00 unless DGS-Office of Legal Services (OLS) has granted increased authority. Contracts exceeding these limits must be submitted to DGS-OLS for approval.
6. Application of the requirements of this Management Memo to Master agreements shall be as follows:
  - a. Master Agreements using a Pre-qualified list of suppliers: Competition must be achieved when awarding contracts to a pre-qualified list of suppliers. To ensure that competition is achieved to the fullest extent possible, pre-qualified bidders on the master agreement must have an opportunity to compete. Follow the applicable User Guide for each Master Agreement. The dollar limit for orders using information technology master agreements is \$500,000 unless prior approval has been granted from DGS-PD to exceed that amount. See Attachment A for requirements.

Amendments to contracts based on these Master Agreements are exempt from the Non-Competitively Bid Contract process of Attachment B, if the evaluation of the original Request for Offers evaluated options for changes to the Scope of Work, e.g., quantity or time, to be undertaken by the amendment.



- b. Master Agreements based on competition: Information on how to purchase from Master Agreements based on competition, such as the CAL-Store, the Master Rental Agreement, Western States Contracting Alliance (WSCA), etc., is published on the Procurement Division website. (See #11 below) Follow the applicable User Guide for each Master Agreement.

Amendments to contracts based on these Master agreements are exempt from the requirements of Attachment B and are not considered NCB contracts.

- c. Information on how to acquire goods through the State Price Schedules and Statewide Contracts is available on DGS-PD's website at: [www.dgs.ca.gov\pd](http://www.dgs.ca.gov\pd).

7. This Management Memo shall apply to amendments as follows:

- a. The requirements apply to amendments of existing non-competitively bid contracts based on the cumulative dollar value after including the amendment.
- b. The requirements apply to amendments to a previously competitively bid contract when the originally awarded contract is to be amended to increase the monetary value of the contract and such increase was not considered during the original evaluation process.

Amendments in a. and b. above shall be based on the cumulative value after including the amendment (e.g., a \$200,000 contract plus a \$60,000 amendment shall be considered a \$260,000 contract, and shall be subject to the requirements accordingly).

Amendments in a. and b. above may be executed for incidental omissions such as: transposition of numbers from the solicitation bid response to the purchase order, or for inadvertent failures to include such things as contact names or for mistyped addresses. This does not apply to changes in quantity or time, see Attachments A and B.

- 8. Acquisitions and contracts not addressed by this Management Memo are subject to the DGS' oversight and must be processed in accordance with existing statutory requirements as well as applicable Procurement Division Delegated Purchasing Authority requirements and/or the State Contracting Manual.
- 9. Order of precedence: In applying these Management Memo requirements, the precedence shall be applied in the following order:
  - a. Management Memo 03-10
  - b. Procurement Division Delegated Purchasing Authority Manual (a.k.a. Delegation Guidelines) for information technology (IT) goods and services and non-IT goods; State Contracting Manual for Non-IT services.

Copies of these documents are available on either the Procurement Division website at: [www.dgs.ca.gov\pd](http://www.dgs.ca.gov\pd) or the Office of Legal Services website at: [www.ols.dgs.ca.gov](http://www.ols.dgs.ca.gov).

- 10. The requirements provided in this Management Memo are subject to future revision as determined by DGS.

11. Additional information regarding this Management Memo will be published on the Procurement Division website ([www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd)) as it becomes available. Of particular interest will be the FAQ (Frequently Asked Questions) section, which will address common inquiries regarding the application of the procurement requirements addressed herein.
12. Although all Constitutional Officers, the University of California, the California State University, the Lottery Commission, the Public Employees' Retirement System, the State Teachers' Retirement System, the State Compensation Insurance Fund, and other independent state entities are exempt from this Management Memo, they are encouraged to take all necessary actions to comply with the intent of this Management Memo. This Management Memo does not cover contracts by local government entities.

Questions regarding this Management Memo may be directed to:

IT Goods & Services, Non-IT Goods:

Glenn Ford  
Customer Relations Management  
Department of General Services  
Procurement Division  
Telephone: (916) 375-4566  
e-mail: [glenn.ford@dgs.ca.gov](mailto:glenn.ford@dgs.ca.gov)

Non-IT Services:

Kathleen A. Yates, Senior Staff Counsel  
Department of General Services  
Office of Legal Services  
Telephone: (916) 376-5115  
e-mail: [kathleen.yates@dgs.ca.gov](mailto:kathleen.yates@dgs.ca.gov)

Questions related to **status** of Non-Competitive Bid (NCB) documents may be directed to:

Sallianne Salinas  
Technology Acquisitions  
Department of General Services  
Procurement Division  
Telephone: (916) 375-4486  
e-mail: [sallianne.salinas@dgs.ca.gov](mailto:sallianne.salinas@dgs.ca.gov)

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J. Clark Kelso, Interim Director  
Department of General Services

Attachments

## Dollar Thresholds -- What To Do -- Attachment A-1

### CMAS and Master Agreements

<b>IT Goods and Services*</b>	
<b>Amendments</b>	Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the Request for Offers process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then the NCB process must be followed for the amendment. Amendments must be compliance with this MM 03-10 paragraph 7.
<b>Over \$ 500,000.00 Master Agreements ONLY</b>	<ol style="list-style-type: none"> <li>1. Obtain approval of DGS-PD to exceed the \$500,000.00 ordering limit; request must include at a minimum the following: project description, dollar value of the request, evaluation criteria to be used. All Requests for Offer (RFO) that exceed \$500,000.00 must be reviewed and approved by DGS-PD prior to release of the RFO. Prior to contract award, an Evaluation and Selection Report (E&amp;SR) must be submitted to DGS-PD for concurrence with the intended awardee. Additional measures may be required by DGS. Submit all requests for exemption and requests for examples of E&amp;SR's to DGS-PD, Technology Acquisitions Section</li> <li>2. All qualified suppliers must be contacted, unless otherwise specified in the applicable User Guide.</li> <li>3. All orders must be reported to DGS within 5 working days of award using the Notice of Contract Award form.</li> </ol>
<b>\$ 500,000.00 and under</b>	Orders may not exceed \$500,000.00 unless an exemption is granted as provided above. Exemptions to the CMAS dollar limit are not allowed.
<b>Over \$250,000.00</b>	<ol style="list-style-type: none"> <li>1. Same instructions as in item 1 of "\$5,000.00 to \$250,000.00".</li> <li>2. All orders must be reported to DGS within 5 working days of award using the Notice of Contract Award form. If only 1 offer is received, documentation required in item 1 of "\$5,000.00 to \$250,000.00" must be included with the Notice of Contract Award.</li> <li>3. No variance of model contract terms is allowed.</li> <li>4. Approval by Agency Secretary and Department Director or immediate next ranking official is required. Approval must be contained on the purchase order or contracting vehicle; the location on the ordering document for the signatures is up to each individual ordering entity.</li> </ol>
<b>\$5,000.00 to \$250,000.00</b>	<ol style="list-style-type: none"> <li>1. Solicit a minimum of 3 offers including one small business and/or DVBE (if available) and document responses. If only 1 offer is received, the file documentation must include the reasons why the other 2 suppliers did not respond with an offer. Likewise, if only 2 offers are received, the file documentation must include the reasons why the third supplier did not respond. If more than 3 suppliers are solicited, the file need only document the responses or rationale to equal the minimum 3 offers required. If only one source is known (competing offers cannot be obtained), the non-competitive bid contract process must be followed (see Attachment B-1) or departments must conduct a competitive solicitation, if suppliers are known outside of CMAS contractors or Master Agreement contractors that can meet the department's requirements.</li> <li>2. No variance of model contract terms is allowed.</li> <li>3. Department officials must make a valid attempt to secure competition from viable contractors who are able to supply the goods and/or provide services. Neither a lack of sufficient CMAS contracts or Master Agreements nor the use of restrictive requirements meets the intent for achieving competition under this Management Memo.</li> </ol>
<b>Under \$5,000.00</b>	Only one offer is required if it is established and documented that the price is fair and reasonable. If fair and reasonable cannot be established and documented, the requirements in "\$5,000 to \$250,000.00" apply, except for best value determination.

**\*Best value criteria must be determined prior to solicitation of offers.**

## Dollar Thresholds -- What To Do – Attachment A-2

### CMAS and Master Agreements

	<b>Non-IT Services*</b>
<b>Amendments</b>	Original orders, which do not include options for changes (e.g., quantity or time), may be amended. This only applies to the first amendment, the time shall not exceed one year, or add not more than 30% of the original order value, not to exceed \$250,000. The original contract must have permitted amendments. Outside of these conditions, the NCB process must be followed. Amendments must be compliance with this MM 03-10 paragraph 7.
<b>\$5,000.00 to \$250,000.00</b>	<ol style="list-style-type: none"> <li>1. Solicit a minimum of 3 offers including one small business and/or DVBE (if available) and document responses. If only 1 offer is received, the file documentation must include the reasons why the other 2 suppliers did not respond with an offer. Likewise, if only 2 offers are received, the file documentation must include the reasons why the third supplier did not respond. If more than 3 suppliers are solicited, the file need only document the responses or rationale to equal the minimum 3 offers required. If only one source is known (competing offers cannot be obtained), the non-competitive bid contract process must be followed (see Attachment B-2) or departments must conduct a competitive solicitation, if suppliers are known outside of CMAS contractors or Master Agreement contractors that can meet the department's requirements.</li> <li>2. No variance of model contract terms is allowed.</li> <li>3. Department officials must make a valid attempt to secure competition from viable contractors who are able to supply the goods and/or provide services. Neither a lack of sufficient CMAS contracts or Master Agreements nor the use of restrictive requirements meets the intent for achieving competition under this Management Memo.</li> <li>4. CMAS and Master Agreement orders for non-IT services may not exceed \$250,000.00.</li> </ol>
<b>Over \$50,000.00</b>	<ol style="list-style-type: none"> <li>1. CMAS orders, DGS-PD review and approval required.</li> <li>2. Master Agreements, DGS-OLS review and approval required.</li> </ol>
<b>Under \$5,000.00</b>	Only one offer is required if it is established and documented that the price is fair and reasonable. If fair and reasonable cannot be established and documented, the requirements in "\$5,000.00 to \$250,000.00" apply.

**\*Best value criteria must be determined prior to solicitation of offers.**

## Dollar Thresholds -- What To Do – Attachment A-3

### CMAS and Master Agreements

	Non-IT Goods*
<b>Amendments</b>	Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the Request for Offers process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then the NCB process must be followed for the amendment. Amendments must be compliance with this MM 03-10 paragraph 7.
<b>\$5,000.00 to \$100,000.00</b>	<ol style="list-style-type: none"> <li>1. Solicit a minimum of 3 offers including one small business and/or DVBE (if available) and document responses. If only 1 offer is received, the file documentation must include the reasons why the other 2 suppliers did not respond with an offer. Likewise, if only 2 offers are received, the file documentation must include the reasons why the third supplier did not respond. If more than 3 suppliers are solicited, the file need only document the responses or rationale to equal the minimum 3 offers required. If only one source is known (competing offers cannot be obtained), the non-competitive bid contract process must be followed (see Attachment B-3) or departments must conduct a competitive solicitation, if suppliers are known outside of CMAS contractors or Master Agreement contractors that can meet the department's requirements.</li> <li>2. No variance of model contract terms is allowed.</li> <li>3. Department officials must make a valid attempt to secure competition from viable contractors who are able to supply the goods and/or provide services. Neither a lack of sufficient CMAS contracts or Master Agreements nor the use of restrictive requirements meets the intent for achieving competition under this Management Memo.</li> <li>4. CMAS and Master Agreement orders for non-IT goods may not exceed \$100,000.00.</li> </ol>
<b>Under \$5,000.00</b>	Only one offer is required if it is established and documented that the price is fair and reasonable. If fair and reasonable cannot be established and documented, the requirements in "\$5,000.00 to \$100,000" apply, except for best value determination.

**\*Best value criteria must be determined prior to solicitation of offers.**

## Dollar Thresholds -- What To Do -- Attachment B-1

### Non-Competitively Bid (NCB) Contracts

<b>IT Goods and Services</b>	
<b>Amendments</b>	Amendments to contracts must be in compliance with this MM 03-10 paragraph 7 and Attachment D, paragraph 7 a.
<b>SPECIAL CATEGORY NCB All \$\$ levels Pre-Approval by Category/Type</b>	<p>1) Only source (PCC 12102(a)(1)) 2) Emergency (PCC 12102(a)(2))</p> <p>1. See Attachment D, paragraph 11. 2. Departments must use the Special Category NCB Request (SCR) document provided by PD (available on PD's webpage at <a href="http://www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a>). 3. DGS must execute all contracts for approved SCR's for departments without delegated purchasing authority and for transactions exceeding a department's delegated purchasing authority. Procurement requests must be submitted to PD on a Purchase Estimate (Std. 66) for IT goods and on a memo for IT services and must include the approved SCR number.</p>
<b>Emergency contracts All \$\$ levels</b>	<p>1) Emergency (PCC 12102(a)(2))</p> <p>Departments may contract for emergencies regardless of dollar limits. Departments must obtain prior approval via the Form 42 process except for natural disasters- contact DGS-PD. The department must submit the Notice of Contract Award (NCA) within 5 working days of award. If the emergency purchase is required to be made by the department in response to a natural disaster (earthquake, fire, flood, etc.) the department must submit the NCA within 20, rather than 5, working days. All NCA's must include a justification describing the nature of the emergency.</p>
<b>\$25,000.01 and above</b>	<p>1) Only source (PCC 12102(a)(1))</p> <p>1. Requires approval by Agency Secretary and Department Director or immediate next ranking official OR, for entities not reporting to an Agency Secretary, approval authority is limited to the highest two ranking executive officials. Approval by DGS-PD is required. 2. Departments with delegated authority will submit NCB's \$25,000.01 and above to DGS-PD for approval. DGS-PD will return approved NCB's to departments for execution of contracts. Notice of Contract Award (NCA) reports must be submitted to DGS-PD for all DGS-PD approved NCB's for IT goods and services within 5 days of award of the contract. 3. If the contract exceeds delegated purchasing authority, the contract must be approved and issued by DGS-PD. Procurement requests must be submitted to PD on a Purchase Estimate (Std. 66) for IT goods and on a memo for IT services and must include the approved NCB contract justification and, for services, must include an Exemption from Advertising (Std. 821).</p>
<b>\$5,000.00 to \$25,000.00</b>	<p>1) Only source (PCC 12102(a)(1))</p> <p>When only one source is known, an NCB is required. Requires approval by Agency Secretary and Department Director or immediate next ranking official OR, for entities not reporting to an Agency Secretary, approval authority is limited to the highest two ranking executive officials. Departments with delegated purchasing authority do not need DGS approval up to this limit, however the approved NCB contract justification must be maintained in the transaction file.</p>
<b>Under \$5,000.00</b>	<p>1) Only source (PCC 12102(a)(1))</p> <p>No NCB justification is required if fair and reasonable pricing has been established and documented. If fair and reasonable pricing cannot be established and documented or two bids cannot be obtained, an NCB justification is required (see \$5,000 to \$25,000). Departments without IT delegated purchasing authority must submit a procurement request to PD and attach an approved NCB contract justification.</p>

\*Non-Competitively Bid Contracts (NCB's) over \$500,000 may reference CMAS/Master terms and conditions but can only be awarded by DGS.

## Dollar Thresholds -- What To Do – Attachment B-2

### Non-Competitively Bid (NCB) Contracts

	<b>Non-IT Services</b>
<b>Amendments</b>	Amendments to contracts must be in compliance with MM 03-10 paragraph 7.a. and Attachment D, paragraph 7.b.
<b>SPECIAL CATEGORY NCB All \$\$ levels Pre-Approval by Category/Type</b>	<p>1) PCC 10340 Only source or DGS Director determines compliance with the state's best interest</p> <p>1. See Attachment D, paragraph 11. 2. Departments must use the Special Category NCB Request (SCR) document provided by PD (available on PD's webpage at <a href="http://www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a>).</p>
<b>Emergency contracts All \$\$ levels</b>	<p>1) PCC 10340</p> <p>Departments may contract for emergencies regardless of dollar limits. The department must submit the Notice of Contract Award (NCA) within 5 working days of award. If the emergency purchase is required to be made by the department in response to a natural disaster (earthquake, fire, flood, etc.) the department must submit the NCA within 20, rather than 5 working days.</p>
<b>\$5,000.00 and above</b>	<p>1) PCC 10340 Only source or DGS Director determines compliance with the state's best interest</p> <p>Requires approval by Agency Secretary and Department Director or immediate next ranking official OR, for entities not reporting to an Agency Secretary, approval authority is limited to the highest two ranking executive officials.</p> <p>All Non-Competitively Bid Contract requests must be submitted to DGS-PD for approval. Attach a Std. 821.</p>
<b>Under \$5,000.00</b>	<p>1) GC 14838.5</p> <p>DGS approval not required. However, fair and reasonable pricing must be established and documented. If fair and reasonable cannot be established and documented, an NCB is required and the signed form must be maintained in the transaction files for documentation purposes</p>

**Note:** NCB's for non-IT services do not require submission of a Notice of Contract Award, except for emergencies.

## Dollar Thresholds -- What To Do – Attachment B-3

### Non-Competitively Bid (NCB) Contracts

	Non-IT Goods
<b>Amendments</b>	Amendments to contracts must be in compliance with this MM 03-10 paragraph 7.a. and Attachment D, paragraph 7. a.
<b>SPECIAL CATEGORY NCB All \$\$ levels** Pre-Approval by Category/Type</b>	<ol style="list-style-type: none"> <li>1) Only source (PCC 10301)</li> <li>2) Emergency (PCC 10302)</li> </ol> <ol style="list-style-type: none"> <li>1. See Attachment D, paragraph 11.</li> <li>2. Departments must use the Special Category NCB Request (SCR) document provided by PD (available on PD's webpage at <a href="http://www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a>).</li> <li>3. DGS must execute all contracts for approved SCR's for departments without delegated purchasing authority and for transactions exceeding a department's delegated purchasing authority. Procurement requests must be submitted to PD on a Purchase Estimate (Std. 66) and must include the approved SCR number.</li> </ol>
<b>Emergency contracts All \$\$ levels</b>	<ol style="list-style-type: none"> <li>1) Emergency (PCC 10302)</li> </ol> <p>Departments may contract for emergencies regardless of dollar limits. Departments must obtain prior approval via the Form 42 process except for natural disasters- contact DGS-PD. The department must submit the Notice of Contract Award (NCA) within 5 working days of award. If the emergency purchase is required to be made by the department in response to a natural disaster (earthquake, fire, flood, etc.) the department must submit the NCA within 20, rather than 5, working days. All NCA's must include a justification describing the nature of the emergency.</p>
<b>\$25,000.01 and above</b>	<ol style="list-style-type: none"> <li>1) Only source (PCC 10301)</li> </ol> <ol style="list-style-type: none"> <li>1. Requires approval by Agency Secretary and Department Director or immediate next ranking official OR, for entities not reporting to an Agency Secretary, approval authority is limited to the highest two ranking executive officials. Approval by DGS-PD is required.</li> <li>2. Departments with delegated authority over \$25,000 will submit NCB's \$25,000.01 and above to DGS-PD for approval. DGS-PD will return approved NCB's to departments for execution of contracts. Notice of Contract Award (NCA) reports must be submitted to DGS-PD for all DGS-PD approved NCB's for IT goods and services within 5 days of award of the contract.</li> <li>3. Notice of Contract Award (NCA) reports must be submitted to DGS-PD for all DGS-PD approved NCB's for non-IT goods within 5 days of award of the contract.</li> <li>4. If the contract exceeds delegated purchasing authority, the contract must be approved and issued by DGS-PD. Procurement requests must be submitted to PD on a Purchase Estimate (Std. 66) and must include the approved NCB contract justification.</li> </ol>
<b>\$5,000.00 ** to \$25,000.00</b>	<ol style="list-style-type: none"> <li>1) Only source (PCC 10301)</li> </ol> <p>When only one source is known, an NCB is required. Requires approval by Agency Secretary and Department Director or immediate next ranking official OR, for entities not reporting to an Agency Secretary, approval authority is limited to the highest two ranking executive officials. Departments with delegated purchasing authority do not need DGS approval up to this limit, however the approved NCB contract justification must be maintained in the transaction file.</p>
<b>Under \$5,000.00**</b>	<ol style="list-style-type: none"> <li>1) Only source (PCC 10301)</li> </ol> <p>No NCB justification is required if fair and reasonable pricing has been established and documented. If fair and reasonable pricing cannot be established and documented or two bids cannot be obtained, an NCB justification is required (see \$5,000 to \$25,000). All departments have purchasing authority up to \$100, however departments without goods delegated purchasing authority must submit a procurement request (Purchase Estimate, Std. 66) to DGS-PD and attach an approved NCB contract justification for NCB's above \$100.</p>

\*Non-Competitively Bid Contracts (NCB's) over \$500,000 may reference CMAS/Master terms and conditions but can only be awarded by DGS.



**Attachment C  
Management Memo 03-10**

**Contracts Exempt by Statute**

The following contracts may be awarded without advertising or competitive bidding subject to the restrictions noted. These categories are exempt by statute (many of these were formerly referenced in State Administrative Manual Section 1233 and State Contracting Manual Section 5.80). However, the dollar limits of contracting and delegated purchasing authority still apply. Therefore, contracts exceeding your approval authority must still be submitted for DGS approval and acquisition transactions exceeding your delegated purchasing authority are required to be awarded by DGS.

1. **Emergency contracts, which are necessary for the immediate preservation of life or state property, are exempt from the Non-Competitive Bid Contract (NCB) justification process. Contracts issued as a result of an emergency may be entered into immediately. However, such contracts are subject to otherwise applicable statutory approval requirements and the reporting requirements of this Management Memo. For the purpose of this paragraph, reporting consists of submission of an approved copy of the Notice of Contract Award (NCA).**
2. **Contracts for the work or services of a state, local or federal agency, the University of California, the California State University, a California community college, a foundation or auxiliary organization incorporated to support the universities and colleges, or a Joint Powers Agency. Note: Contracts entered into under this exemption are also exempt from any of the other restrictions imposed by this Management Memo or the attachments thereto.**
3. **Goods and services for which the state has entered into a Master Agreement. Note: This is limited to those Master Agreements which have been competitively bid or which have been determined to be required for essential services and which have been established by a methodology that assures the state of a reasonable price for the goods/services offered. See the DGS Procurement web page at [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) for Statewide Checklist. If a contract is exempt it is denoted by a "Yes" in the column titled "Exempt".**
4. **Subvention contracts (non-discretionary grants) with a private or nonprofit entity or local agency for the purpose of providing services to the public or segments thereof. This exception applies only when services are being provided to the public and not specifically to a state agency. Note: Contracts entered into under this exemption are also exempt from any of the other restrictions imposed this Management Memo or the attachments thereto.**

**Attachment C**  
**Management Memo 03-10**

5. **Maintenance agreements for equipment that is under documented warranty, or where there is only one authorized or qualified representative, or where there is only one distributor in the area for parts and services.**  
**Note: This exception applies only in circumstances where services to be provided are less than \$250,000.00; for services in excess of this amount, the requirements regarding non-competitively bid contracts for \$250,000.00 or more apply.**
6. **Proprietary software, proprietary software maintenance and/or upgrade contracts.** Documentation supporting the non-competitive status of the contract (e.g. a letter from the software publisher and/or manufacturer that states maintenance or purchase is not available from any other source) must be on file either at: 1) the department if the service or purchase is being acquired through the delegated purchasing authority; or 2) at the DGS, if DGS is the approving authority. (Note: DGS-PD will be the repository for all of the software publisher/manufacturer letters when DGS is the approving authority.) It will always be the user department's responsibility to both obtain and provide such documentation to DGS.
- a.1. **Acquisition of existing proprietary software maintenance and/or upgrade renewal contracts.**
- No NCB justification is required.
  - Departments with delegated purchasing authority may award contracts within the department's authority limits. Transactions that are not within the department's authority limits must be submitted to DGS-PD on a Purchase Estimate (Std. 66) for PD to conduct the procurement and execute the contract. See paragraph 2 on page 1 of this Management Memo, specifically the last sentence.
  - Departments without delegated purchasing authority must submit all transactions to DGS-PD on a Purchase Estimate (Std. 66) for PD to conduct the procurement and execute the contract.  
(Note: File documentation must include the documents described in paragraph 6, or other appropriate documents to justify why the transaction is exempt, and reference this exempt category)
- a.2. **Acquisition of new proprietary software, which may also include maintenance.**
- No NCB justification is required for transactions \$250,000 and under. An NCB justification must be submitted to and approved by DGS-PD for transactions that exceed \$250,000.

**Attachment C**  
**Management Memo 03-10**

- **Departments with delegated purchasing authority may award contracts within the department's authority limits. An approved NCB justification must be included in the department's file documentation for transactions that exceed \$250,000. Transactions that are not within the department's authority limits must be submitted to DGS-PD on a Purchase Estimate (Std. 66) for DGS-PD to conduct the procurement and execute the contract. See paragraph 2 on page 1 of this Management Memo, specifically the last sentence. Transactions submitted to DGS-PD that exceed \$250,000 must include an NCB justification approved by the department's director and agency secretary or next highest ranking official.**
  - **Departments without delegated purchasing authority must submit all transactions to DGS-PD on a Purchase Estimate (Std. 66) for PD to conduct the procurement and execute the contract. Transactions submitted to DGS-PD that exceed \$250,000 must include an NCB justification approved by the department's director and agency secretary or next highest ranking official. (Note: File documentation must include the documents described in paragraph 6, or other appropriate documents to justify why the transaction is exempt, and reference this exempt category.)**
- a.3. Approval by the agency secretary and the department director (or next ranking official) must be secured on the purchase document (Std. 65 or Std. 213) for any transaction that exceeds \$250,000 prior to award of contracts in paragraphs a.1. or a.2. above .**
- 7. Contracts for which only per diem and travel expenses are paid and there is no payment for services rendered. Note: Shall not exceed \$5,000.**
  - 8. Contracts solely for the purpose of obtaining expert witnesses for litigation. Note: Contracts entered into under this exemption are also exempt from any of the other restrictions imposed by this Management Memo or the attachments thereto.**
  - 9. Contracts for legal defense, legal advice, or legal services by an attorney or the attorney's staff. Note: Contracts entered into under this exemption are also exempt from any of the other restrictions imposed by this Management Memo or the attachments thereto.**
  - 10. Contracts for which services are specifically exempt by statute from the competitive bidding process. Note: Contracts entered into under this exemption are also exempt from any of the other restrictions imposed by this Management Memo or the attachments thereto.**

**Attachment D  
Management Memo 03-10**

**Contracts Exempt by Policy**

**The following categories of contracts may be awarded without advertising or competitive bidding subject to the restrictions noted. These categories are exempt based on a determination by DGS that competitive bidding is not feasible (many of these were formerly referenced in State Administrative Manual Section 1233 and State Contracting Manual Section 5.80). However, the dollar limits of contracting and delegated purchasing authority still apply. Therefore, contracts exceeding a department's approval authority must be submitted to DGS for approval and acquisition transactions exceeding delegated purchasing authority are required to be awarded by DGS.**

- 1. Refuse and/or sewage disposal contracts where there is no competition because there is a single authorized franchise dealers providing services to a specific geographical area.**
- 2. Medical care services with physicians, local community hospitals, medical groups (related offsite laboratory services are not included), 911 emergency ambulance service calls and ambulance service calls where there is a single provider serving a geographical area.**
- 3. Contracts with health maintenance organizations (HMOs) through a cooperative agreement with the Centers for Medicare and Medicaid Services (CMS) to pay monthly premium payments for medical/Medicare eligible members, where services are essential or necessary for health and safety.**
- 4. Public entertainment contracts for state-sponsored fairs and expositions.**
- 5. Contracts with business entities operating Community Based Rehabilitation Programs (CRP), which meet the criteria established by Welfare and Institutions Code Section 19404. Note: Exception does not apply to contracts justified pursuant to Government Code 19130(a).**
- 6. Amendments to existing contracts under the same terms and the same or lower rates, where a protest or other legal action delays the award of a new contract. These amendments should only last during the period the protest or legal action is pending and a new contract can be executed, but in no case shall this exemption extend beyond six months for a particular amendment.**

**Attachment D  
Management Memo 03-10**

- 7. Amendments to existing contracts which were originally competitively bid subject to the following restrictions:**
- a) Competitively bid contracts for both information technology goods and services and non-information technology goods, and which included options for changes (e.g., quantity or time) may be amended consistent with the terms of the original contract providing for such extension(s) if such options were evaluated during the solicitation process.**
  - b) Competitively bid contracts for non-information technology services which do not include options to extend may be amended as follows:**
    - Exemption shall only apply to the first amendment;**
    - Amendment shall add time only, not to exceed one year, or add not more than 30% of the original contract value, not to exceed \$250,000;**
    - The original contract must have permitted the amendment.**
- 8. Contracts for conference or meeting facilities, including room accommodations for conference attendees. Note: This exception applies only in circumstances where facilities to be provided are less than \$250,000; for facilities exceeding this amount, the requirements regarding non-competitive bid contracts for \$250,000 or more apply.**
- 9. Contracts for services under the Health Insurance Portability and Accountability Act (HIPAA) MSA shall be exempt from compliance with the restrictions imposed by the Executive Order and Management Memo subject to compliance with the following requirements and limitations:**
- Agencies must prepare their Statement of Work (SOW).**
  - Office of HIPAA Implementation (OHI) reviews and approves all SOWs to ensure the agency complied with their HIPAA work plan.**
  - For contracts less than \$500,000, agencies must obtain a minimum of three (3) written offers, including one from a small business/DVBE if available, from the HIPAA MSA suppliers in a given category and award to the contractor achieving the best value to the state.**
  - For contracts greater than \$500,000, agencies must obtain a minimum of six (6) written offers, including one from a small business/DVBE if available, from the HIPAA MSA suppliers in a given category and award to the contractor achieving the best value to the state. If six (6) written offers cannot be obtained, the file must be documented with the reasons why suppliers did not respond. The file must contain responses and offers to equal six (6) contacts.**
  - Contracts/amendments providing for a contract value greater than \$50,000 for non-IT services are subject to review and approval by DGS.**

**Attachment D  
Management Memo 03-10**

- **Contracts/amendments providing for a contract value between \$500,000 and \$5 million for non-IT services are reviewed by OHI and approved by DGS.**
  - **Contracts/amendments providing for a contract value between \$500,000 and \$5 million for IT services are reviewed by OHI and approved by DGS.**
  - **Contracts/amendments providing for a contract value greater than \$5 million are reviewed by OHI and DGS and approved by the Department of Finance.**
- 10. Amendments to the California Integrated Information Network (CIIN) Agreement (CNT-001) to add products and services defined as mandatory per Management Memo 97-01 and DOIT Directive 1999-01. These mandatory services are defined as Lineside, Voice Network, Data Services, and Billing Services.**
- 11. Categories of contracts for the purchase of goods or services necessary to achieve program objectives in a timely manner, where the Department of General Services has determined in advance, in writing, that for a specific type of category of goods or services there is no viable competition, or that due to critical time requirements such competition cannot be completed by the exercise of reasonable efforts prior to the time such goods or services are required. Any individual order placed against a specified contract pursuant to this exemption that exceeds \$250,000 shall also require the approval of the Department of General Services. Special Category NCB Requests must be approved by the Department's Director and Agency Secretary or immediate next ranking official prior to obtaining DGS approval. Transactions placed against the approved Special Category NCB do not require these signatures. See the website [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) for the form and instructions.**
- 12. Proprietary pharmaceuticals and proprietary vaccines for which there are no generic equivalents and for which the Department of General Services will enter into contracts/price agreements with either the manufacturer or distributor. This commodity will be for the proprietary pharmaceuticals, proprietary vaccines purchased for public health programs by the Department of Health Services, Proprietary Vaccines used by state, local and public agency governmental entities, federal contracts as described in the 1990 Sharing Act, Botulism Immune Globulin Program, and pharmaceuticals outlined in Government Code, Chapter 12 (commencing with Section 14977) to Division 3 of Title 2. There will be no dollar limit on these acquisitions; master agreements will be established only by the Department of General Services for purchasing by state and local entities.**
- 13. Proprietary subscriptions, proprietary publications and/or technical manuals (manuals, law books, technical manuals, technical services related to publications, etc.) regardless of media format, up to \$250,000.**

**Attachment D  
Management Memo 03-10**

- 14. Rental of proprietary postage meters are exempt if they are interfaced and intermembered with existing mailing equipment and there is only one authorized manufacturer's branch or qualified dealer representative providing services for a manufacturer in a specified geographical area.**

**This exemption applies only in circumstances where annual postage meter rental services to be provided are less than \$100,000.**

**Rental service agreements for stand-alone proprietary postage meters, which are not interfaced, or intermembered with mailing equipment must be competitively bid.**

**Miscellaneous:**

**In determining whether the acquisitions of a particular state agency is exempt from this Management Memo, the funding source for the acquisition shall be determinative, notwithstanding the fact that DGS may be the procuring entity.**

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P.O. BOX 944255  
SACRAMENTO, CA 94244-2550

Public: (916) 445-9555  
Telephone: (916) 324-5467  
Facsimile: (916) 324-8835  
E-Mail: ramon.delaguardia@doj.ca.gov

June 6, 2001

Stanley T. Nishimura  
Executive Director  
California Building Standards Commission  
2525 Natomas Park Drive, Suite 130  
Sacramento, CA 95833-2936

RE: Contracting For Publication of State Building Standards Code

Dear Mr. Nishimura :

You have requested advice on the following question:

**Is the California Building Standards Commission required to seek competitive bids for any part of the California Building Standards Code or may the Commission arrange for publication of the Code on a sole-source basis?**

#### CONCLUSION

**If it obtains the appropriate administrative approvals, the Commission may arrange for publication of the Building Standards Code on a sole-source basis.**

#### ANALYSIS



The *California Building Standards Code* (the *Code*) is published as Title 24 of the California Code of Regulations and is comprised of twelve parts.<sup>1</sup> The Building Standards Law requires the Commission to publish or cause to be published a new edition of the *Code* every three years.<sup>2</sup>

The Commission has adopted three types of building standards: (1) standards directly adopted without change from model codes (un-amended model codes); (2) standards adopting model codes but amending them where necessary to meet California conditions (amended model codes); and, (3) standards written and adopted by California agencies to address particular California concerns that are not addressed in any model code.

The Building Standards law allows the Commission to either incorporate adopted Model Codes by reference or publish them in their entirety, but provides:

“ . . . no textual material contained in any of the model codes, as enumerated in Section 18916, shall be included in the California Building Standards Code by means other than incorporation by reference, unless the commission and the governing body of the organization that publishes the model codes first reach a written agreement concerning

the terms and conditions of the publication, including, but not limited to, whether the publication will be by the commission or the model codes organization or both.”

Health and Safety Code section 18928.1

We are informed that prior to 1989, the State Printer of California published the California Building Standards Code but that the State Printer does not have the resources to publish the *Code*. Furthermore, recent editions of the *Code* have incorporated the text of the

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<sup>1</sup> The parts of the *California Building Standards Code* are:

- Part 1 -- Building Standards Administrative Code
- Part 2 -- Building Code (based upon the *Uniform Building Code* of the International Conference of Building Officials)
- Part 3 -- Electrical Code (based upon the *National Electrical Code* of the National Fire
- Part 4 -- Mechanical Code (based upon the *Uniform Mechanical Code* of the International Conference of Building Officials)
- Part 5 -- Plumbing Code (based upon the *Uniform Plumbing Code* of the International Association of Plumbing and Mechanical Officials)
- Part 6 -- Energy Code
- Part 7 -- Elevator Safety and Construction Code
- Part 8 -- Historical Code
- Part 9 -- Fire Code (based upon the *Uniform Fire Code* of Western Fire Chiefs Association)
- Part 10 -- Building Conservation Code (based upon the *Uniform Code for Building Conservations* of the International Conference of Building Officials)
- Part 11 -- NOT USED
- Part 12 -- Reference Standards Code

<sup>2</sup>See Health and Safety Code section 18942.

Stanley T. Nishimura  
June 6, 2001  
Page 3

model codes and have been published by the organizations that publish the model code without competitive bidding. The Commission is now preparing to publish the next edition of the *Code*.

The Commission had both the authority and discretion to incorporate the text of the model codes into the *Code*. It is certainly more efficient and useful to include the text of model codes in the official California *Code*. Having the complete text in the *Code* saves users time and money and avoids the delay of cross-referencing.

The contract for publication of the *Code* is a services contract and would ordinarily be subject to the competitive bidding requirements of the Public Contract Code for services contracts. (Pub. Contract Code §§ 1010335 et seq.). However, state agencies may contract for services without competitive bidding provided they comply with the criteria of the Department of General Services for the award of contracts on a non-competitive basis. (Pub. Contract Code §§ 10348, 10339).

The contract for the publication of the *Code* is unique because the Model Code agencies own the copyright to the text of the model codes and the Legislature has directed the Commission to negotiate for the publication of the code. (Health & Saf. Code §18928.1). Because the Commission must negotiate with the authors of the model codes before it can publish the text of the model codes, it is likely that it is more cost effective to award the contract to publish the *Code* on a sole-source basis because it is doubtful a publisher who did not own the copyright to the model codes could print the *Code* for less than the copyright holders.

However, as a state agency, the Commission is subject to the requirements of Executive Order W-103-94 which requires the agency secretary's approval of sole-source contracts and compliance with Department of General Service guidelines<sup>3</sup> for sole-source contracts. There are several parts of the *Code* that are not model codes and for which no outside entity owns the copyright. We cannot determine whether these should be published on a competitive basis or on a sole-source basis. It may be that it is more cost-effective and there would be more uniformity if these parts were published by one of the model code publishers. This is something Commission staff should discuss with the Department of General Services and the Agency Secretary.

Another aspect of the Department of General Services approval are the statutory requirements<sup>4</sup> involving civil service considerations, we recommend you also confirm that the State Printer cannot publish the *Code*.

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<sup>3</sup> The guidelines are found in DGS Management Memo 96-16 (formerly 94-16) and Section 5.70 of the State Contracting Manual.

<sup>4</sup> See Public Contract Code section 10337, Government Code section 19130.

Stanley T. Nishimura  
June 6, 2001  
Page 4

Sincerely,

RAMON DE LA GUARDIA  
Deputy Attorney General

For BILL LOCKYER  
Attorney General

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SACRAMENTO, CA 94244-2550

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June 6, 2001

Stanley T. Nishimura  
Executive Director  
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2525 Natomas Park Drive, Suite 130  
Sacramento, CA 95833-2936

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You have requested advice on the following question:

**Is the California Building Standards Commission required to seek competitive bids for any part of the California Building Standards Code or may the Commission arrange for publication of the Code on a sole-source basis?**

#### CONCLUSION

**If it obtains the appropriate administrative approvals, the Commission may arrange for publication of the Building Standards Code on a sole-source basis.**

#### ANALYSIS

The *California Building Standards Code* (the *Code*) is published as Title 24 of the California Code of Regulations and is comprised of twelve parts.<sup>1</sup> The Building Standards Law requires the Commission to publish or cause to be published a new edition of the *Code* every three years.<sup>2</sup>

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The Building Standards law allows the Commission to either incorporate adopted Model Codes by reference or publish them in their entirety, but provides:

“ . . . no textual material contained in any of the model codes, as enumerated in Section 18916, shall be included in the California Building Standards Code by means other than incorporation by reference, unless the commission and the governing body of the organization that publishes the model codes first reach a written agreement concerning

the terms and conditions of the publication, including, but not limited to, whether the publication will be by the commission or the model codes organization or both.”

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- Part 8 -- Historical Code
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Stanley T. Nishimura  
June 6, 2001  
Page 3

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The Commission had both the authority and discretion to incorporate the text of the model codes into the *Code*. It is certainly more efficient and useful to include the text of model codes in the official California *Code*. Having the complete text in the *Code* saves users time and money and avoids the delay of cross-referencing.

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The contract for the publication of the *Code* is unique because the Model Code agencies own the copyright to the text of the model codes and the Legislature has directed the Commission to negotiate for the publication of the code. (Health & Saf. Code §18928.1). Because the Commission must negotiate with the authors of the model codes before it can publish the text of the model codes, it is likely that it is more cost effective to award the contract to publish the *Code* on a sole-source basis because it is doubtful a publisher who did not own the copyright to the model codes could print the *Code* for less than the copyright holders.

However, as a state agency, the Commission is subject to the requirements of Executive Order W-103-94 which requires the agency secretary's approval of sole-source contracts and compliance with Department of General Service guidelines<sup>3</sup> for sole-source contracts. There are several parts of the *Code* that are not model codes and for which no outside entity owns the copyright. We cannot determine whether these should be published on a competitive basis or on a sole-source basis. It may be that it is more cost-effective and there would be more uniformity if these parts were published by one of the model code publishers. This is something Commission staff should discuss with the Department of General Services and the Agency Secretary.

Another aspect of the Department of General Services approval are the statutory requirements<sup>4</sup> involving civil service considerations, we recommend you also confirm that the State Printer cannot publish the *Code*.

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<sup>4</sup> See Public Contract Code section 10337, Government Code section 19130.

Stanley T. Nishimura  
June 6, 2001  
Page 4

Sincerely,

RAMON DE LA GUARDIA  
Deputy Attorney General

For **BILL LOCKYER**  
Attorney General

## Morrison, Tom

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**From:** Walls, Dave  
**Sent:** Wednesday, August 15, 2007 12:23 PM  
**To:** Taylor, Jane; Nearman, Michael; Frank, Russell  
**Cc:** Morrison, Tom  
**Subject:** something to consider while working on Green Building

### What Is Not Protected by Copyright?

Several categories of material are generally not eligible for federal copyright protection. These include among others:

- Works that have not been fixed in a tangible form of expression (for example, choreographic works that have not been notated or recorded, or improvisational speeches or performances that have not been written or recorded)
- Titles, names, short phrases, and slogans; familiar symbols or designs; mere variations of typographic ornamentation, lettering, or coloring; mere listings of ingredients or contents
- Ideas, procedures, methods, systems, processes, concepts, principles, discoveries, or devices, as distinguished from a description, explanation, or illustration
- Works consisting entirely of information that is common property and containing no original authorship (for example: standard calendars, height and weight charts, tape measures and rulers, and lists or tables taken from public documents or other common sources)

### What Is Copyright

Copyright is a form of protection provided by the laws of the United States ([title 17](#), U. S. Code) to the authors of "original works of authorship," including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. [Section 106](#) of the 1976 Copyright Act generally gives the owner of copyright the exclusive right to do and to authorize others to do the following:

- To reproduce the work in copies or phonorecords;
- To prepare derivative works based upon the work;
- To distribute copies or phonorecords of the work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
- To perform the work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works;
- To display the work publicly, in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work; and
- In the case of sound recordings\*, to perform the work publicly by means of a digital audio





transmission.

In addition, certain authors of works of visual art have the rights of attribution and integrity as described in section 106A of the 1976 Copyright Act. For further information, request Circular 40, Copyright Registration for Works of the Visual Arts.

It is illegal for anyone to violate any of the rights provided by the copyright law to the owner of copyright. These rights, however, are not unlimited in scope. Sections 107 through 121 of the 1976 Copyright Act establish limitations on these rights. In some cases, these limitations are specified exemptions from copyright liability. One major limitation is the doctrine of "fair use," which is given a statutory basis in section 107 of the 1976 Copyright Act. In other instances, the limitation takes the form of a "compulsory license" under which certain limited uses of copyrighted works are permitted upon payment of specified royalties and compliance with statutory conditions. For further information about the limitations of any of these rights, consult the copyright law or write to the Copyright Office.

**\*Note:** Sound recordings are defined in the law as "works that result from the fixation of a series of musical, spoken, or other sounds, but not including the sounds accompanying a motion picture or other audiovisual work." Common examples include recordings of music, drama, or lectures. A sound recording is not the same as a phonorecord. A phonorecord is the physical object in which works of authorship are embodied. The word "phonorecord" includes cassette tapes, CDs, LPs, 45 r.p.m. disks, as well as other formats.

Dave Wallis, Executive Director  
California Building Standards Commission  
2525 Natomas Park Dr., Suite 130  
Sacramento, CA 95833  
(916) 263-0916



*proprietary publication***Morrison, Tom**

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**From:** Kerns, Deborah  
**Sent:** Friday, June 23, 2006 3:36 PM  
**To:** Morrison, Tom  
**Subject:** RE: Publication Agreements for Title 24

I met with our Chief counsel and we need to proceed with the NCB – please prepare a draft and I will review with you and assist with the process. Thank you

Deborah J. Kerns  
Staff Counsel III (Specialist)  
Office of Legal Services  
Department of General Services  
916-376-5105 - phone  
916-376-5088 - fax  
[deborah.kerns@dgs.ca.gov](mailto:deborah.kerns@dgs.ca.gov)

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

**From:** Morrison, Tom  
**Sent:** Tuesday, June 20, 2006 2:07 PM  
**To:** Kerns, Deborah  
**Subject:** RE: Publication Agreements for Title 24

Thanks, Debbie.

Thomas L. Morrison, Deputy Executive Director  
California Building Standards Commission  
2525 Natomas Park Drive, Suite 130  
Sacramento, California 95833  
(916) 263-0916  
(916) 263-0959 FAX  
[tom.morrison@dgs.ca.gov](mailto:tom.morrison@dgs.ca.gov)

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

**From:** Kerns, Deborah  
**Sent:** Tuesday, June 20, 2006 1:54 PM  
**To:** Morrison, Tom  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

Hi Tom, before you do any more work on the NCB, I am going to confer internally to confirm whether an NCB is required. I will keep you posted.

Deborah J. Kerns  
Staff Counsel III (Specialist)  
Office of Legal Services  
Department of General Services  
916-376-5105 - phone  
916-376-5088 - fax  
[deborah.kerns@dgs.ca.gov](mailto:deborah.kerns@dgs.ca.gov)

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

**From:** Morrison, Tom  
**Sent:** Tuesday, June 20, 2006 1:24 PM  
**To:** Kerns, Deborah  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

Deborah,

Attached are three draft NCB forms, one for the International Code Council (ICC) for model code based parts of Title 24, one for the International Association of Plumbing and Mechanical Officials also for model code based parts, and one for ICC for non-model code based parts, for your review.

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[tom.morrison@dgs.ca.gov](mailto:tom.morrison@dgs.ca.gov)

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

**From:** Kerns, Deborah  
**Sent:** Thursday, June 15, 2006 8:12 AM  
**To:** Morrison, Tom  
**Subject:** RE: Publication Agreements for Title 24

Tom, The AG letter states that the BSC may arrange for publication of the Code on a sole-source basis if it obtains the appropriate administrative approvals. Do you have any written documentation from PD of the meeting 3 years ago that states BSC does not need to complete an NCB form – if you do then please fax it to me. Otherwise, please begin drafting the NCB form and I can review it. Thank you

Deborah J. Kerns  
Staff Counsel III (Specialist)  
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-----Original Message-----

**From:** Morrison, Tom  
**Sent:** Wednesday, June 14, 2006 4:59 PM  
**To:** Kerns, Deborah  
**Subject:** RE: Publication Agreements for Title 24



Deborah,

The advice letter from the Department of Justice stated that the commission should discuss the issue of treating the non-model code based parts of Title 24 as proprietary documents with the Department of General Services (DGS). The commission had that discussion with DGS' Procurement Division (PD) in 2003.

In that meeting the commission was told that it did not need to complete Non-Competitive Bid forms for the publication of any part of Title 24, model code based or not. If the commission submitted Non-Competitive Bid (NCB) forms now, the forms would either confuse PD or re-open an issue that had been resolved via the meeting in three years ago.

If you think we need to revisit this with PD again, we would appreciate your assistance in completing the NCB forms. I would send you drafts to look over. Please let me know as soon as possible.

On the other matter, I will contact the State Printer regarding their continuing to not want to publish and sell Parts 1, 6, 7, 8, and 12 (non-model code based parts) of Title 24.

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

**From:** Kerns, Deborah  
**Sent:** Wednesday, June 14, 2006 3:28 PM  
**To:** Morrison, Tom  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

Hi Tom, I suggest contacting the State Printer, Geoff Brandt, and receive confirmation in writing whether or not OSP could publish the codes.

Regarding the June 6, 2001 letter from AG de La Guardia regarding the need to obtain sole source approval that you faxed to me, it looks like you will need to do the paperwork to obtain this approval from procurement. I can assist you if you get me a draft. Thank you

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**From:** Morrison, Tom  
**Sent:** Tuesday, June 13, 2006 9:39 AM

**To:** Kerns, Deborah  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

No, I have not confirmed with the Office of State Publishing (OSP). The commission actually had Title 24 published and sold by OSP back in the 1980's, when the state only printed its amendments to the model codes and none of the adopted model code language. The building industry didn't want to have to refer back and forth between Title 24 (California amendments only) and the model codes the state also adopted, so the commission had model code organizations publish Title 24; these organizations had to be the publishers because of copyrights.

OSP was only glad to give up Title 24, because they did not like having to sell it, maintain subscription lists, and take all the telephone calls that came to them as a result of being the seller of it. This may have been resource-driven as it states in the Department of Justice's advice letter, but I also remember that having to sell Title 24 was an issue.

I don't know whether or not Stan confirmed with OSP, in 2001, that OSP did not want to take back Title 24. Should we confirm with OSP (again)? If so, do you have a suggestion as to who the commission should contact?

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

**From:** Kerns, Deborah  
**Sent:** Tuesday, June 13, 2006 8:51 AM  
**To:** Morrison, Tom  
**Subject:** RE: Publication Agreements for Title 24

Thank you Tom, also have you checked with DGS Office of State Publishing to find out if they could publish the codes? In the June 6, 2001 letter from the AG's office Ramon de la Guardia, he recommends that BSC confirm that the State Printer cannot publish the Code.

Deborah J. Kerns  
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**Sent:** Tuesday, June 13, 2006 8:11 AM  
**To:** Kerns, Deborah  
**Subject:** RE: Publication Agreements for Title 24

Bob French and his managers, I don't recall who else specifically, but it was all the players at Procurement that we had been dealing with over several months on this issue. It was a meeting that Stan attended and I participated in via teleconference. One of the other people at PD that we had been dealing with on this issue was Marnell Voss. (PD pointed the commission to the management memo that had the exemption in it for proprietary documents.)

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**From:** Kerns, Deborah  
**Sent:** Tuesday, June 13, 2006 7:59 AM  
**To:** Morrison, Tom  
**Subject:** RE: Publication Agreements for Title 24

Hi Tom, who at DGS did you have the discussions with? i.e. DGS stated...

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**From:** Morrison, Tom  
**Sent:** Monday, June 12, 2006 4:55 PM  
**To:** Kerns, Deborah  
**Subject:** Publication Agreements for Title 24

Deborah,

For your information, the California Building Standards Commission (Commission) is planning to enter into agreements for the publication of the California Building Standards Code (Title 24). We are proceeding based on information that we received in an advice letter from the Department of Justice

(DOJ) in 2001 (to be faxed), in a Management Memo 03-10 (attached), and in a discussion with the Department of General Services' (DGS) Procurement Division.

DOJ's advice letter concluded that, "If it obtains the appropriate administrative approvals, the Commission may arrange for publication of the Building Standards Code [all eleven parts] on a sole-source basis." The letter stated that it may be more cost-effective and that there would be more uniformity if the parts of Title 24 not based on model codes were published by one of the model code publishers, and that this was something to be discussed with the Department of General Services and the State and Consumer Services Agency Secretary.

Management Memo 03-10 concerns the requirements for the use of California Multiple Award Schedules, Master Agreements and Non-Competitively Bid Contracts. Attachment D to the memo states that categories of contracts listed in the Attachment may be awarded without competitive bidding and that they are exempt based on a determination by DGS that competitive bidding is not feasible.

In 2003 during a discussion, DGS reasoned that the parts of Title 24 based on model codes fall into the category of proprietary publications and are therefore exempt. DGS also reasoned that the parts of Title 24 not based on model codes would be treated as proprietary publications, because no bidder could publish these parts for zero dollars, as model code publishers would, and that there would be more uniformity in the publication of Title 24.

DGS further stated that the Commission did not need to prepare sole-source contracts because of the exemption. Therefore, as the Commission did after the discussion with DGS, it is preparing again to enter into agreements with the model code publishing organizations to publish all parts of Title 24, without competitively bidding them or completing sole-source forms.

The agreements will be signed by the head of the publishing organization and the Secretary of the State and Consumer Services Agency, as before. Do you have any comments? I would appreciate your comments as soon as possible, given our extremely aggressive work schedule.

Thomas L. Morrison, Deputy Executive Director  
California Building Standards Commission  
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**Morrison, Tom**

**From:** Blair, Guy  
**Sent:** Thursday, June 22, 2006 9:18 AM  
**To:** Morrison, Tom  
**Subject:** RE: Printing Procurements

I apologize for not including that section in my previous message. The section follows. It does not specifically state that printing is a commodity. It only states that it is not considered a service as it relates to GC Section 19130.

14612.5. Notwithstanding any other provision of law, for state printing procurement purposes, printing is not considered a personal service contract as defined in Section 19130.

Guy Blair  
Administration Manager  
Office of State Publishing  
323-0309 Work  
240-1468 Cell  
323-0308 Fax

-----Original Message-----  
**From:** Morrison, Tom  
**Sent:** Thursday, June 22, 2006 9:10 AM  
**To:** Blair, Guy  
**Subject:** RE: Printing Procurements  
**Importance:** High

Guy,

Can you direct me to the '97-98 budget language that Geoff was referring to where it defined printing as a commodity, not a service?

Thomas L. Morrison, Deputy Executive Director  
California Building Standards Commission  
2525 Natomas Park Drive, Suite 130  
Sacramento, California 95833  
(916) 263-0916  
(916) 263-0959 FAX  
tom.morrison@dgs.ca.gov

-----Original Message-----  
**From:** Blair, Guy  
**Sent:** Thursday, June 22, 2006 8:48 AM  
**To:** Morrison, Tom  
**Cc:** Brandt, Geoff  
**Subject:** Printing Procurements

Good Morning Tom,

The State Printer, Geoff Brandt, asked that I send you information regarding your acquiring printing from a private printer. Following is a link to the Management Memo 02-22 that addresses this issue. You have the authority to contract out printing without prior approval of OSP. If the vend out is over \$5,000 in value, you must solicit a bid from OSP on that job.

[http://www.documents.dgs.ca.gov/osp/sam/memos/mm02\\_22.pdf](http://www.documents.dgs.ca.gov/osp/sam/memos/mm02_22.pdf)

Following is the current section of the Government Code related to this issue.

14612.2. (a) Notwithstanding Chapter 7 (commencing with Section 14850) of Part 5.5 of Division 3 of Title 2 of, or Section 14901 of, the Government Code, no agency is required to use the Office of State Publishing for its printing needs and the Office of State Publishing may offer printing services to both state and other public agencies, including cities, counties, special districts, community college districts, the California State University, the University of California, and agencies of the United States government. When soliciting bids for printing services from the private sector, all state agencies shall also solicit a bid from the Office of State Publishing when the project is anticipated to cost more than five thousand dollars (\$5,000).

(b) This section shall remain operative only until the effective date of the Budget Act of 2006 or July 1, 2006, whichever is later, and as of January 1, 2007, is repealed, unless a later enacted statute that is enacted before January 1, 2007, deletes or extends the dates on which it becomes inoperative and is repealed.

Please call me at 323-0309 if you have any questions.

Guy Blair  
OSP Administration Manager  
Work 323-0309  
Cell 240-1468

**Morrison, Tom**

---

**From:** Brandt, Geoff  
**Sent:** Thursday, June 22, 2006 8:30 AM  
**To:** Morrison, Tom  
**Subject:** Title 24

The Office of State Publishing is not interested in the printing of Title 24. Geoff Brandt, State Printer



**Morrison, Tom**

---

**From:** Kerns, Deborah  
**Sent:** Wednesday, June 14, 2006 3:28 PM  
**To:** Morrison, Tom  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

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**Sent:** Tuesday, June 13, 2006 9:39 AM  
**To:** Kerns, Deborah  
**Cc:** Walls, Dave  
**Subject:** RE: Publication Agreements for Title 24

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6/15/2006





[tom.morrison@dgs.ca.gov](mailto:tom.morrison@dgs.ca.gov)

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**Subject:** RE: Publication Agreements for Title 24

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**Subject:** Publication Agreements for Title 24

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The agreements will be signed by the head of the publishing organization and the Secretary of the State and Consumer Services Agency, as before. Do you have any comments? I would appreciate your comments as soon as possible, given our extremely aggressive work schedule.

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(916) 263-0916

6/15/2006



(916) 263-0959 FAX  
[tom.morrison@dgs.ca.gov](mailto:tom.morrison@dgs.ca.gov)

# MANAGEMENT MEMO

SUBJECT:	NUMBER:
	MM 07-06
CONTRACTS FOR PRINTING	DATE ISSUED:
	JUNE 21, 2007
REFERENCES: <b>S.E.I.U., ET AL. V. CALIFORNIA OFFICE OF STATE PRINTING; CALIFORNIA CONSTITUTION, ARTICLE VII, SECTIONS 1-3; AND GOVERNMENT CODE § 14612.5</b>	EXPIRES: UNTIL RESCINDED
	ISSUING AGENCY:
	DEPARTMENT OF GENERAL SERVICES

**New Policy** State agencies must now procure printing services through the Office of State Publishing (OSP). Prior to this policy, State agencies were allowed to contract out for printing services. State agencies can continue to do so only if they justify the contract to the State Personnel Board.

This policy does not affect the use of in-house printing and reproduction facilities.

**Who Needs to Review** Deputies for administration, procurement staff, legal staff.

**State Agency Requirements** State agencies must now procure printing services through the OSP or through service contracts. Justifications for the contracting out of printing services must be made under the provisions of Government Code § 19130. Sales tax must still be applied and itemized separately on procurement documents per Revenue and Taxation Code § 6006.

**Background** In a case entitled Service Employees International Union, Local 1000 (CSEA); Jim Hard v. California Office of State Printing, Department of General Services, California State Personnel Board, Sacramento County Superior Court Case No. 05CS01230, the Court found that Government Code § 14612.5 is unconstitutional. The Court held that the Section inevitably poses a conflict with the State civil service mandate and the corresponding restrictions on private contracting. The Court further directed the State Personnel Board to review printing contracts under Government Code § 19130 et seq., without regard to the provisions of Government Code § 14612.5.

**Laws Referenced**

- Article VII, Sections 1 - 3 of the California Constitution.
- Government Code §§ 14612.5, 19130 – 19132.
- Service Employees International Union, Local 1000 (CSEA); Jim Hard, v. California Office of State Printing, Department of General Services, California State Personnel Board, Sacramento County Superior Court Case No. 05CS01230, August 10, 2006.
- Public Contract Code §. 10335 et seq.
- Revenue and Taxation Code § 6006.

## STATE ADMINISTRATIVE MANUAL

### Procedures Or Action Required

Agencies shall apply either Government Code § 19130 (a), demonstrating that contracting out produces cost savings based on a series of criteria, or (b) a series of exemptions, particularly section (b) 10, which allows for the contracting out of printing services only if "the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose." See Attachment A for a copy of this code section.

Any agency contracting out for printing shall prepare a clear and concise justification statement pursuant to Government Code § 19130.

Government Code § 19130(a) permits contracting to achieve cost savings based on cost calculations specified in that section. Cost comparisons must include an estimate from the Office of State Publishing. Any agency proposing to execute a contract based on cost savings must first notify the State Personnel Board of its intention, pursuant to Title 2, California Code of Regulations Section 547.9 et. seq.

Government Code § 19130(b) permits contracting for services when the requirements of that section are met. The State Personnel Board may review contracts awarded on the basis of Government Code § 19130(b) by at the request of an employee organization representing state employees. In order to ensure compliance with this section, departments and agencies must first contact the OSP to determine if the OSP can provide the printing services in question.

Attachment B provides a summary of OSP capabilities and delivery timeframes. Please check the OSP website at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) for updates and more detailed information. It is imperative that agencies plan their printing work far enough in advance to allow OSP sufficient time to determine the most efficient delivery options (in house or contracting out). OSP requires three days to produce digital printing. OSP requires a minimum of 10 days to produce lithographic printing. In the event that agencies have to contract outside of OSP for their printing products and services, agencies should review and identify the basis for contracting out for needed services using the permissible criteria contained in Government Code § 19130(b).

Please refer to Attachment C, State Contract Manual § 7.05 for further details.

State agencies must submit outside printing contracts that exceed \$50,000.00 to the Department of General Services, Office of Legal Services for review and approval.

### Contact

For further information contact OSP Customer Service:

<http://www.osp.dgs.ca.gov/Doing+Business/Customer+Services+Reps.htm>

or Jacque Mooney, Customer Service Manager

Phone Number: (916) 323-5098

E-mail address: [Jacque.Mooney@dgs.ca.gov](mailto:Jacque.Mooney@dgs.ca.gov)

Original SAM Management Memo signed by Will Bush, Interim Director

Will Bush, Interim Director

Signature

# STATE ADMINISTRATIVE MANUAL

## Attachments:

**Attachment A: Government Code § 19130**

**Attachment B: Office of State Publishing Capabilities and Delivery Timeframes**

**Attachment C: State Contract Manual §7.05**



GOVERNMENT CODE SECTION 19130

19130. The purpose of this article is to establish standards for the use of personal services contracts.

(a) Personal services contracting is permissible to achieve cost savings when all the following conditions are met:

(1) The contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the state, provided that:

(A) In comparing costs, there shall be included the state's additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.

(B) In comparing costs, there shall not be included the state's indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed in state service. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities, and materials.

(C) In comparing costs, there shall be included in the cost of a contractor providing a service any continuing state costs that would be directly associated with the contracted function. These continuing state costs shall include, but not be limited to, those for inspection, supervision, and monitoring.

(2) Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not significantly undercut state pay rates.

(3) The contract does not cause the displacement of civil service employees. The term "displacement" includes layoff, demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same class and general location.

(4) The contract does not adversely affect the state's affirmative action efforts.

(5) The savings shall be large enough to ensure that they will not be eliminated by private sector and state cost fluctuations that could normally be expected during the contracting period.

(6) The amount of savings clearly justify the size and duration of the contracting agreement.

(7) The contract is awarded through a publicized, competitive bidding process.

(8) The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination, affirmative action standards.

(9) The potential for future economic risk to the state from potential contractor rate increases is minimal.

(10) The contract is with a firm. A "firm" means a corporation,

partnership, nonprofit organization, or sole proprietorship.

(11) The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by state government.

(b) Personal services contracting also shall be permissible when any of the following conditions can be met:

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

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

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

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

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

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

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

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

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

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

(c) All persons who provide services to the state under conditions the board determines constitute an employment relationship shall, unless exempted from civil service by Section 4 of Article VII of the California Constitution, be retained under an appropriate civil service appointment.

## Office of State Publishing Capabilities and Delivery Timeframes

### *Office of State Publishing Procedures*

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The Office of State Publishing (OSP) produces internally everything that it is equipped to produce and outsources only those jobs that it either cannot produce at all or cannot produce within customer time frames. OSP evaluates printing requests based on customer need, labor availability, and equipment capacities.

The list of services OSP provides, production time frames for OSP products, and a list of services that OSP does not provide are noted below. Products and services not provided by OSP are automatically exempt under Government Code section 19130(b). Products and services that must be produced in less time than OSP's published minimum production timelines will not be able to be produced by OSP. Agencies and departments will have to obtain those products and services elsewhere. For those products that OSP does produce, State agencies must contact OSP to determine if OSP can provide the printing services in question.

### *Office of State Publishing Services*

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**Graphic Design:** The practice or profession of designing print or electronic forms of visual information, as for an advertisement, publication, or website.

**Desktop Publishing:** The design and production of documents using personal computers with graphics capability.

**Typesetting and Composition:** The act or art of setting type and/or the combining of distinct parts or elements to form a whole document.

**Electronic Pre-press:** Preparing provided electronic files for press production including color correction, trapping and imposition.

**Digital Printing:** High speed copying in color or black and white from an electronic file or hard copy original. Excludes digital printing with delivery points outside of the Sacramento area.

**Forms:** A document with blanks for the insertion of details or information in either single or multiple parts. Excludes multi-part snap out or continuous forms with quantities under 5,000.

**Poster:** A large, printed placard, bill, or announcement, often illustrated, that is posted to advertise or publicize something.



**Brochure:** A small booklet or pamphlet, often containing promotional material or product information.

**Flyer:** An advertisement (usually printed on a page or in a leaflet) intended for wide distribution.

**Publication:** A copy of a printed work offered for distribution, usually a multiple page bound document.

**Presentation Folders:** A flexible cover folded in the center with or without glued pockets and used as a holder for loose documents. Minimum order of 5,000.

**Stationary or Letterhead:** A single sheet with a name, address and phone number used for letter writing. Minimum order of 5,000.

**Variable Data Printing:** The process of personalizing a printed piece using names, addresses or images contained within a database.

**Envelopes:** A flat paper container, especially for a letter, usually having a gummed flap.

**Mass Mailing Services:** A batch of mail dispatched at one time by a sender.

**Advertising in State Publications:** Placing paid advertising into any mass distributed printed material for the purpose of defraying the production cost of that material.

### ***Office of State Publishing Production Timeframes***

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The following are the general timeframes needed for scheduling printing:

**Digital Print** – Short run digital print/copy jobs can be completed in 3 to 7 work days from receipt of the job. Shorter time frames should be vended out.

**Lithographic Print Services** – Generally 10 to 30 days from *ok to print*. Variables include availability of stock, equipment, and size of printing project.

**NOTE:** Schedules for extremely large or complicated print jobs require planning several months in advance to insure availability of stock and equipment time. Estimated production times, quantity limitations and equipment availability are subject to change based on overall plant workload, labor availability, and maintenance schedules. Upon request, OSP will evaluate printing requests based on customer need, labor availability, and equipment capacities.

**Services Not Provided by the Office of State Publishing**

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The following services must be purchased from an outside vendor:

**Multi-stitched forms:** Receipt books.

**Engraving:** A printing process that involves carving, cutting, or etching into a printing plate.

**Foil Stamping:** The process of applying foil to a printed or blank piece of paper, card stock or cover material.

**Die Cutting:** The process of using sharp steel rules to cut shapes for labels, boxes, presentation folders and containers.

**Thermography:** A process for producing raised lettering, as on stationery or calling cards, by application of a powder that is fused by heat to the fresh ink.

**Laminating:** A plastic film bonded by heat and pressure to a printed sheet for protection or appearance.

**MICR Printing:** Magnetic ink character recognition.

**Case Binding:** Hard covers produced using board, leather, or pliable man-made materials.

**Spiral Binding:** A book bound with wires in a spiral form inserted through holes punched along the binding side.

**Coil Binding:** Similar to spiral binding with the wires and punches in a slightly different configuration.

**Wire-O Binding:** Similar to spiral binding with the wires and punches in a slightly different configuration.

**Lay-Flat Binding:** A type of perfect binding (glued spine) that allows the book to lay flat when opened.

**Adhesive Labels:** Mailing labels or other types of labels with gummed adhesives or peel off backing.

**Carbon Forms:** Forms with sheets of carbon material inserted between parts for the purpose of making long-term multiple copies.

82 STATE CONTRACTING MANUAL 10/2005

**7.05 • CIVIL SERVICE CONSIDERATIONS**

(Rev 3/03)

**A. Basic considerations are as follows:**

1. Contracting for Personal Services, in lieu of using civil service personnel is permitted only if the standards outlined in GC § 19130 (a) or (b) are met. See 2 and 3 below.
  2. Section 19130(a) permits contracting for personal services to achieve cost savings. Any state agency proposing to execute a contract based on cost savings to the state as justification for not using civil service personnel, must first notify the State Personnel Board of its intention. (GC § 19130(a)). Section 547.71 of the SPB regulations provide that the cost savings achieved shall be either 10% or more of the civil service costs of performance or shall be \$50,000 in 1988 dollars and at least 5% of the civil service cost of performance. The 1988 dollar equivalent for the calendar year 2002 is at least \$75,000.
  3. Section 19130(b) permits contracting for personal services when any of the requirements of 19130(b) are met. See also SPB Regulations 2 CCR § 547.60
  4. Departments or agencies submitting a proposed contract to DGS for approval must retain all data and information relevant to the contract and necessary for a specific application of the standards set forth in GC § 19130(a) in the event that the State Personnel Board's review is requested. For standards of review see PCC § 10337.
  5. GC § 19130(c) requires that all persons who provide services to the state under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment. Therefore, state law and policy require that each state agency's contract for services with individuals be executed and administered in a manner consistent with the establishment of an independent contractor status when a civil service appointment is not intended.
- B. Contracts awarded on the basis of GC § 19130(b) are subject to review at the request of an employee organization representing state employees. For standards of review see PCC § 10337.**
- C. Contracting out for services is permissible when any of the conditions set out in GC § 19130(b) can be met.**
- D. SPB regulations require agencies, when submitting contracts let under GC § 19130(b) for DGS approval, to attach a written justification that includes specific and detailed factual information that demonstrates how the contract meets one or more of the conditions specified in GC § 19130 (b). (See [www.spb.ca.gov](http://www.spb.ca.gov)).**

**MANAGEMENT MEMO**

<b>SUBJECT:</b> <b>REQUIREMENTS FOR THE USE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS), MASTER AGREEMENTS, AND NON-COMPETITIVELY BID CONTRACTS</b>	<b>NUMBER:</b> <b>MM 03-10</b>
<b>REFERENCES:</b> <b>GOVERNOR'S TASK FORCE ON CONTRACTING AND PROCUREMENT REVIEW REPORT, August 30, 2002 PCC 10295, PCC 12100, et seq.</b> <b>RESCINDS AND SUPERSEDES MM 02-19 REVISION 3 AND ATTACHMENTS</b>	<b>DATE ISSUED:</b> <b>MAY 28, 2003</b>  <b>EXPIRES:</b> <b>UNTIL RESCINDED</b> <b>ISSUING AGENCY:</b> <b>DEPARTMENT OF GENERAL SERVICES</b>

It is the intent of the Department of General Services (DGS) to ensure that competitive bidding processes are employed to the maximum extent required by law. The purpose of this Management Memo is to provide requirements for the acquisition of information technology and non-information technology goods and services obtained through the use of CMAS, Master Agreements, and Non-Competitively Bid acquisition methods.

In accordance with the Governor's Task Force on Contracting and Procurement Review Report, DGS is developing formal delegated purchasing authority requirements for state departments' use of the CMAS/Master Agreements known as leveraged procurement agreements (LPA), including a requirement that departments formally request the authority to use the LPA's. Those requirements will become effective July, 2003. In the interim, all departments are hereby granted delegated purchasing authority to use the state's LPA's in accordance with the relevant agreement requirements (e.g., CMAS Agency Packet, Master Agreement User Guides) and within the parameters of this Management Memo. This authority is a continuation of the authority historically granted by DGS to all departments. All PCO's will be notified when the new requirements are released. DGS cautions departments to differentiate between delegated purchasing authority for the use of LPA's and delegated purchasing authority to conduct competitive procurements.

Separate standards and processes are required for contracts \$250,000 or less and those greater than \$250,000. These are delineated in Attachments A and B. Attachment A provides requirements for acquisitions from CMAS and Master Agreements, distinguishing between information technology (IT) acquisitions and non-information technology (non-IT) acquisitions, and is further categorized by dollar threshold. Attachment B provides requirements for Non-Competitively Bid (NCB) contracts, again distinguishing between IT and non-IT acquisitions and categorized by dollar threshold. Attachments C and D identify and provide further procedures for exempting contracts from the requirements of this Management Memo, subject to specific conditions. Attachment C exempts contracts by statute and Attachment D exempts contracts by policy. Attachment D also provides direction on how to amend a contract that was previously competitively bid. Any contracts issued pursuant to this Management Memo cannot exceed a department's purchasing authority. Contracts and contract amendments exceeding a department's purchasing authority must be issued/approved by the DGS.

1. As a result of the recommendations contained in the Governor's Task Force on Contracting and Procurement Review Report, each agency/department/commission/board shall designate and maintain a Procurement and Contracting Officer (PCO) as a single point of contact. The PCO will:
  - Be responsible for all procurement and contracting activities within the department.
  - Be the person the DGS will contact for participation in procurement and contracting activities.





- Fulfill the agency officer requirement identified in Public Contract Code (PCC) section 10333(a)(1) as well as section 10351(a)(1).
- Serve as the contract officer identified in the State Contracting Manual (SCM), section 9.02A.
- Approve the department's Request for Delegated Purchasing Authority (Request) prior to submission of the Request to the DGS, including requests for any outlying offices. (Outlying offices include, but are not limited to, correctional facilities, district agricultural associations, hospitals, developmental centers, field offices, and district offices.)
- Serve as department signatory on reports for purchasing program compliance reviews conducted by the DGS, including reports for any outlying offices.

The following information was required to be submitted by 1/31/03.

Name, Working Title, State Classification, Department  
Street Address, including address, city, and zip code  
Mailing Address, including address, city, and zip code; IMS Code  
Phone Number, including area code; Fax Number, including area code  
E-mail address

This information must be kept updated. Please submit changes to Cheri Shaw, Purchasing Authority Management Section, Procurement Division, at (916) 375-4350 or [cheri.shaw@dgs.ca.gov](mailto:cheri.shaw@dgs.ca.gov).

2. Failure to comply with the procedures and requirements provided in this Management Memo **will** result in the loss of purchasing authority and/or contract approval exemptions.
3. Contracts shall not be executed, and/or work shall not be commenced until all of the approvals required by this Management Memo and Attachments have been obtained.
4. Contracts for services procured pursuant to Government Code Section 4525 et seq, are exempt from this Management Memo.
5. The departmental approval limit for Non-IT service contracts is \$50,000.00 unless DGS-Office of Legal Services (OLS) has granted increased authority. Contracts exceeding these limits must be submitted to DGS-OLS for approval.
6. Application of the requirements of this Management Memo to Master agreements shall be as follows:
  - a. **Master Agreements using a Pre-qualified list of suppliers:** Competition must be achieved when awarding contracts to a pre-qualified list of suppliers. To ensure that competition is achieved to the fullest extent possible, pre-qualified bidders on the master agreement must have an opportunity to compete. Follow the applicable User Guide for each Master Agreement. The dollar limit for orders using information technology master agreements is \$500,000 unless prior approval has been granted from DGS-PD to exceed that amount. See Attachment A for requirements.

Amendments to contracts based on these Master Agreements are exempt from the Non-Competitively Bid Contract process of Attachment B, if the evaluation of the original Request for Offers evaluated options for changes to the Scope of Work, e.g., quantity or time, to be undertaken by the amendment.



- b. **Master Agreements based on competition:** Information on how to purchase from Master Agreements based on competition, such as the CAL-Store, the Master Rental Agreement, Western States Contracting Alliance (WSCA), etc., is published on the Procurement Division website. (See #11 below) Follow the applicable User Guide for each Master Agreement.

Amendments to contracts based on these Master agreements are exempt from the requirements of Attachment B and are not considered NCB contracts.

- c. Information on how to acquire goods through the State Price Schedules and Statewide Contracts is available on DGS-PD's website at: [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd).

7. This Management Memo shall apply to amendments as follows:

- a. The requirements apply to amendments of existing non-competitively bid contracts based on the cumulative dollar value after including the amendment.
- b. The requirements apply to amendments to a previously competitively bid contract when the originally awarded contract is to be amended to increase the monetary value of the contract and such increase was not considered during the original evaluation process.

Amendments in a. and b. above shall be based on the cumulative value after including the amendment (e.g., a \$200,000 contract plus a \$60,000 amendment shall be considered a \$260,000 contract, and shall be subject to the requirements accordingly).

Amendments in a. and b. above may be executed for incidental omissions such as: transposition of numbers from the solicitation bid response to the purchase order, or for inadvertent failures to include such things as contact names or for mistyped addresses. This does not apply to changes in quantity or time, see Attachments A and B.

8. Acquisitions and contracts not addressed by this Management Memo are subject to the DGS' oversight and must be processed in accordance with existing statutory requirements as well as applicable Procurement Division Delegated Purchasing Authority requirements and/or the State Contracting Manual.
9. Order of precedence: In applying these Management Memo requirements, the precedence shall be applied in the following order:
  - a. Management Memo 03-10
  - b. Procurement Division Delegated Purchasing Authority Manual (a.k.a. Delegation Guidelines) for information technology (IT) goods and services and non-IT goods; State Contracting Manual for Non-IT services.

Copies of these documents are available on either the Procurement Division website at: [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) or the Office of Legal Services website at: [www.ols.dgs.ca.gov](http://www.ols.dgs.ca.gov).

10. The requirements provided in this Management Memo are subject to future revision as determined by DGS.



11. Additional information regarding this Management Memo will be published on the Procurement Division website ([www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd)) as it becomes available. Of particular interest will be the FAQ (Frequently Asked Questions) section, which will address common inquiries regarding the application of the procurement requirements addressed herein.
12. Although all Constitutional Officers, the University of California, the California State University, the Lottery Commission, the Public Employees' Retirement System, the State Teachers' Retirement System, the State Compensation Insurance Fund, and other independent state entities are exempt from this Management Memo, they are encouraged to take all necessary actions to comply with the intent of this Management Memo. This Management Memo does not cover contracts by local government entities.

Questions regarding this Management Memo may be directed to:

IT Goods & Services, Non-IT Goods:

Glenn Ford  
Customer Relations Management  
Department of General Services  
Procurement Division  
Telephone: (916) 375-4566  
e-mail: [glenn.ford@dgs.ca.gov](mailto:glenn.ford@dgs.ca.gov)

Non-IT Services:

Kathleen A. Yates, Senior Staff Counsel  
Department of General Services  
Office of Legal Services  
Telephone: (916) 376-5115  
e-mail: [kathleen.yates@dgs.ca.gov](mailto:kathleen.yates@dgs.ca.gov)

Questions related to **status** of Non-Competitive Bid (NCB) documents may be directed to:

Sallianne Salinas  
Technology Acquisitions  
Department of General Services  
Procurement Division  
Telephone: (916) 375-4486  
e-mail: [sallianne.salinas@dgs.ca.gov](mailto:sallianne.salinas@dgs.ca.gov)

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J. Clark Kelso, Interim Director  
Department of General Services

Attachments

## Dollar Thresholds -- What To Do -- Attachment A-1

### CMAS and Master Agreements

	<b>IT Goods and Services*</b>
<b>Amendments</b>	Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the Request for Offers process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then the NCB process must be followed for the amendment. Amendments must be compliance with this MM 03-10 paragraph 7.
<b>Over \$ 500,000.00 Master Agreements ONLY</b>	<ol style="list-style-type: none"> <li>1. Obtain approval of DGS-PD to exceed the \$500,000.00 ordering limit; request must include at a minimum the following: project description, dollar value of the request, evaluation criteria to be used. All Requests for Offer (RFO) that exceed \$500,000.00 must be reviewed and approved by DGS-PD prior to release of the RFO. Prior to contract award, an Evaluation and Selection Report (E&amp;SR) must be submitted to DGS-PD for concurrence with the intended awardee. Additional measures may be required by DGS. Submit all requests for exemption and requests for examples of E&amp;SR's to DGS-PD, Technology Acquisitions Section</li> <li>2. All qualified suppliers must be contacted, unless otherwise specified in the applicable User Guide.</li> <li>3. All orders must be reported to DGS within 5 working days of award using the Notice of Contract Award form.</li> </ol>
<b>\$ 500,000.00 and under</b>	Orders may not exceed \$500,000.00 unless an exemption is granted as provided above. Exemptions to the CMAS dollar limit are not allowed.
<b>Over \$250,000.00</b>	<ol style="list-style-type: none"> <li>1. Same instructions as in item 1 of "\$5,000.00 to \$250,000.00".</li> <li>2. All orders must be reported to DGS within 5 working days of award using the Notice of Contract Award form. If only 1 offer is received, documentation required in item 1 of "\$5,000.00 to \$250,000.00" must be included with the Notice of Contract Award.</li> <li>3. No variance of model contract terms is allowed.</li> <li>4. Approval by Agency Secretary and Department Director or immediate next ranking official is required. Approval must be contained on the purchase order or contracting vehicle; the location on the ordering document for the signatures is up to each individual ordering entity.</li> </ol>
<b>\$5,000.00 to \$250,000.00</b>	<ol style="list-style-type: none"> <li>1. Solicit a minimum of 3 offers including one small business and/or DVBE (if available) and document responses. If only 1 offer is received, the file documentation must include the reasons why the other 2 suppliers did not respond with an offer. Likewise, if only 2 offers are received, the file documentation must include the reasons why the third supplier did not respond. If more than 3 suppliers are solicited, the file need only document the responses or rationale to equal the minimum 3 offers required. If only one source is known (competing offers cannot be obtained), the non-competitive bid contract process must be followed (see Attachment B-1) or departments must conduct a competitive solicitation, if suppliers are known outside of CMAS contractors or Master Agreement contractors that can meet the department's requirements.</li> <li>2. No variance of model contract terms is allowed.</li> <li>3. Department officials must make a valid attempt to secure competition from viable contractors who are able to supply the goods and/or provide services. Neither a lack of sufficient CMAS contracts or Master Agreements nor the use of restrictive requirements meets the intent for achieving competition under this Management Memo.</li> </ol>
<b>Under \$5,000.00</b>	Only one offer is required if it is established and documented that the price is fair and reasonable. If fair and reasonable cannot be established and documented, the requirements in "\$5,000 to \$250,000.00" apply, except for best value determination.

**\*Best value criteria must be determined prior to solicitation of offers.**





## Dollar Thresholds -- What To Do – Attachment A-2

### CMAS and Master Agreements

	<b>Non-IT Services*</b>
<b>Amendments</b>	Original orders, which do not include options for changes (e.g., quantity or time), may be amended. This only applies to the first amendment, the time shall not exceed one year, or add not more than 30% of the original order value, not to exceed \$250,000. The original contract must have permitted amendments. Outside of these conditions, the NCB process must be followed. Amendments must be compliance with this MM 03-10 paragraph 7.
<b>\$5,000.00 to \$250,000.00</b>	<ol style="list-style-type: none"> <li>1. Solicit a minimum of 3 offers including one small business and/or DVBE (if available) and document responses. If only 1 offer is received, the file documentation must include the reasons why the other 2 suppliers did not respond with an offer. Likewise, if only 2 offers are received, the file documentation must include the reasons why the third supplier did not respond. If more than 3 suppliers are solicited, the file need only document the responses or rationale to equal the minimum 3 offers required. If only one source is known (competing offers cannot be obtained), the non-competitive bid contract process must be followed (see Attachment B-2) or departments must conduct a competitive solicitation, if suppliers are known outside of CMAS contractors or Master Agreement contractors that can meet the department's requirements.</li> <li>2. No variance of model contract terms is allowed.</li> <li>3. Department officials must make a valid attempt to secure competition from viable contractors who are able to supply the goods and/or provide services. Neither a lack of sufficient CMAS contracts or Master Agreements nor the use of restrictive requirements meets the intent for achieving competition under this Management Memo.</li> <li>4. CMAS and Master Agreement orders for non-IT services may not exceed \$250,000.00.</li> </ol>
<b>Over \$50,000.00</b>	<ol style="list-style-type: none"> <li>1. CMAS orders, DGS-PD review and approval required.</li> <li>2. Master Agreements, DGS-OLS review and approval required.</li> </ol>
<b>Under \$5,000.00</b>	Only one offer is required if it is established and documented that the price is fair and reasonable. If fair and reasonable cannot be established and documented, the requirements in "\$5,000.00 to \$250,000.00" apply.

**\*Best value criteria must be determined prior to solicitation of offers.**



## Dollar Thresholds -- What To Do – Attachment A-3

### CMAS and Master Agreements

	<b>Non-IT Goods*</b>
<b>Amendments</b>	Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the Request for Offers process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then the NCB process must be followed for the amendment. Amendments must be compliance with this MM 03-10 paragraph 7.
<b>\$5,000.00 to \$100,000.00</b>	<ol style="list-style-type: none"> <li>1. Solicit a minimum of 3 offers including one small business and/or DVBE (if available) and document responses. If only 1 offer is received, the file documentation must include the reasons why the other 2 suppliers did not respond with an offer. Likewise, if only 2 offers are received, the file documentation must include the reasons why the third supplier did not respond. If more than 3 suppliers are solicited, the file need only document the responses or rationale to equal the minimum 3 offers required. If only one source is known (competing offers cannot be obtained), the non-competitive bid contract process must be followed (see Attachment B-3) or departments must conduct a competitive solicitation, if suppliers are known outside of CMAS contractors or Master Agreement contractors that can meet the department's requirements.</li> <li>2. No variance of model contract terms is allowed.</li> <li>3. Department officials must make a valid attempt to secure competition from viable contractors who are able to supply the goods and/or provide services. Neither a lack of sufficient CMAS contracts or Master Agreements nor the use of restrictive requirements meets the intent for achieving competition under this Management Memo.</li> <li>4. CMAS and Master Agreement orders for non-IT goods may not exceed \$100,000.00.</li> </ol>
<b>Under \$5,000.00</b>	Only one offer is required if it is established and documented that the price is fair and reasonable. If fair and reasonable cannot be established and documented, the requirements in "\$5,000.00 to \$100,000" apply, except for best value determination.

**\*Best value criteria must be determined prior to solicitation of offers.**



## Dollar Thresholds -- What To Do – Attachment B-1

### Non-Competitively Bid (NCB) Contracts

	<b>IT Goods and Services</b>
<b>Amendments</b>	Amendments to contracts must be in compliance with this MM 03-10 paragraph 7 and Attachment D, paragraph 7 a.
<b>SPECIAL CATEGORY NCB All \$\$ levels Pre-Approval by Category/Type</b>	<ol style="list-style-type: none"> <li>1) Only source (PCC 12102(a)(1))</li> <li>2) Emergency (PCC 12102(a)(2))                             <ol style="list-style-type: none"> <li>1. See Attachment D, paragraph 11.</li> <li>2. Departments must use the Special Category NCB Request (SCR) document provided by PD (available on PD's webpage at <a href="http://www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a>).</li> <li>3. DGS must execute all contracts for approved SCR's for departments without delegated purchasing authority and for transactions exceeding a department's delegated purchasing authority. Procurement requests must be submitted to PD on a Purchase Estimate (Std. 66) for IT goods and on a memo for IT services and must include the approved SCR number.</li> </ol> </li> </ol>
<b>Emergency contracts All \$\$ levels</b>	<ol style="list-style-type: none"> <li>1) Emergency (PCC 12102(a)(2))</li> </ol> <p>Departments may contract for emergencies regardless of dollar limits. Departments must obtain prior approval via the Form 42 process except for natural disasters- contact DGS-PD. The department must submit the Notice of Contract Award (NCA) within 5 working days of award. If the emergency purchase is required to be made by the department in response to a natural disaster (earthquake, fire, flood, etc.) the department must submit the NCA within 20, rather than 5, working days. All NCA's must include a justification describing the nature of the emergency.</p>
<b>\$25,000.01 and above</b>	<ol style="list-style-type: none"> <li>1) Only source (PCC 12102(a)(1))</li> <li>1. Requires approval by Agency Secretary and Department Director or immediate next ranking official OR, for entities not reporting to an Agency Secretary, approval authority is limited to the highest two ranking executive officials. Approval by DGS-PD is required.</li> <li>2. Departments with delegated authority will submit NCB's \$25,000.01 and above to DGS-PD for approval. DGS-PD will return approved NCB's to departments for execution of contracts. Notice of Contract Award (NCA) reports must be submitted to DGS-PD for all DGS-PD approved NCB's for IT goods and services within 5 days of award of the contract.</li> <li>3. If the contract exceeds delegated purchasing authority, the contract must be approved and issued by DGS-PD. Procurement requests must be submitted to PD on a Purchase Estimate (Std. 66) for IT goods and on a memo for IT services and must include the approved NCB contract justification and, for services, must include an Exemption from Advertising (Std. 821).</li> </ol>
<b>\$5,000.00 to \$25,000.00</b>	<ol style="list-style-type: none"> <li>1) Only source (PCC 12102(a)(1))</li> </ol> <p>When only one source is known, an NCB is required. Requires approval by Agency Secretary and Department Director or immediate next ranking official OR, for entities not reporting to an Agency Secretary, approval authority is limited to the highest two ranking executive officials. Departments with delegated purchasing authority do not need DGS approval up to this limit, however the approved NCB contract justification must be maintained in the transaction file.</p>
<b>Under \$5,000.00</b>	<ol style="list-style-type: none"> <li>1) Only source (PCC 12102(a)(1))</li> </ol> <p>No NCB justification is required if fair and reasonable pricing has been established and documented. If fair and reasonable pricing cannot be established and documented or two bids cannot be obtained, an NCB justification is required (see \$5,000 to \$25,000). Departments without IT delegated purchasing authority must submit a procurement request to PD and attach an approved NCB contract justification.</p>

\*Non-Competitively Bid Contracts (NCB's) over \$500,000 may reference CMAS/Master terms and conditions but can only be awarded by DGS.



## Dollar Thresholds -- What To Do -- Attachment B-2

### Non-Competitively Bid (NCB) Contracts

	<b>Non-IT Services</b>
<b>Amendments</b>	Amendments to contracts must be in compliance with MM 03-10 paragraph 7.a. and Attachment D, paragraph 7.b.
<b>SPECIAL CATEGORY NCB All \$\$ levels Pre-Approval by Category/Type</b>	<p>1) PCC 10340 Only source or DGS Director determines compliance with the state's best interest</p> <p>1. See Attachment D, paragraph 11. 2. Departments must use the Special Category NCB Request (SCR) document provided by PD (available on PD's webpage at <a href="http://www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a>).</p>
<b>Emergency contracts All \$\$ levels</b>	<p>1) PCC 10340</p> <p>Departments may contract for emergencies regardless of dollar limits. The department must submit the Notice of Contract Award (NCA) within 5 working days of award. If the emergency purchase is required to be made by the department in response to a natural disaster (earthquake, fire, flood, etc.) the department must submit the NCA within 20, rather than 5 working days.</p>
<b>\$5,000.00 and above</b>	<p>1) PCC 10340 Only source or DGS Director determines compliance with the state's best interest</p> <p>Requires approval by Agency Secretary and Department Director or immediate next ranking official OR, for entities not reporting to an Agency Secretary, approval authority is limited to the highest two ranking executive officials.</p> <p>All Non-Competitively Bid Contract requests must be submitted to DGS-PD for approval. Attach a Std. 821.</p>
<b>Under \$5,000.00</b>	<p>1) GC 14838.5</p> <p>DGS approval not required. However, fair and reasonable pricing must be established and documented. If fair and reasonable cannot be established and documented, an NCB is required and the signed form must be maintained in the transaction files for documentation purposes</p>

**Note: NCB's for non-IT services do not require submission of a Notice of Contract Award, except for emergencies.**





## Dollar Thresholds -- What To Do -- Attachment B-3

### Non-Competitively Bid (NCB) Contracts

	Non-IT Goods
<b>Amendments</b>	Amendments to contracts must be in compliance with this MM 03-10 paragraph 7.a. and Attachment D, paragraph 7. a.
<b>SPECIAL CATEGORY NCB</b> <b>All \$\$ levels**</b> <b>Pre-Approval by Category/Type</b>	<p>1) Only source (PCC 10301) 2) Emergency (PCC 10302)</p> <p>1. See Attachment D, paragraph 11. 2. Departments must use the Special Category NCB Request (SCR) document provided by PD (available on PD's webpage at <a href="http://www.dgs.ca.gov/pd">www.dgs.ca.gov/pd</a>). 3. DGS must execute all contracts for approved SCR's for departments without delegated purchasing authority and for transactions exceeding a department's delegated purchasing authority. Procurement requests must be submitted to PD on a Purchase Estimate (Std. 66) and must include the approved SCR number.</p>
<b>Emergency contracts</b> <b>All \$\$ levels</b>	<p>1) Emergency (PCC 10302)</p> <p>Departments may contract for emergencies regardless of dollar limits. Departments must obtain prior approval via the Form 42 process except for natural disasters- contact DGS-PD. The department must submit the Notice of Contract Award (NCA) within 5 working days of award. If the emergency purchase is required to be made by the department in response to a natural disaster (earthquake, fire, flood, etc.) the department must submit the NCA within 20, rather than 5, working days. All NCA's must include a justification describing the nature of the emergency.</p>
<b>\$25,000.01 and above</b>	<p>1) Only source (PCC 10301)</p> <p>1. Requires approval by Agency Secretary and Department Director or immediate next ranking official OR, for entities not reporting to an Agency Secretary, approval authority is limited to the highest two ranking executive officials. Approval by DGS-PD is required. 2. Departments with delegated authority over \$25,000 will submit NCB's \$25,000.01 and above to DGS-PD for approval. DGS-PD will return approved NCB's to departments for execution of contracts. Notice of Contract Award (NCA) reports must be submitted to DGS-PD for all DGS-PD approved NCB's for IT goods and services within 5 days of award of the contract. 3. Notice of Contract Award (NCA) reports must be submitted to DGS-PD for all DGS-PD approved NCB's for non-IT goods within 5 days of award of the contract. 4. If the contract exceeds delegated purchasing authority, the contract must be approved and issued by DGS-PD. Procurement requests must be submitted to PD on a Purchase Estimate (Std. 66) and must include the approved NCB contract justification.</p>
<b>\$5,000.00 ** to \$25,000.00</b>	<p>1) Only source (PCC 10301)</p> <p>When only one source is known, an NCB is required. Requires approval by Agency Secretary and Department Director or immediate next ranking official OR, for entities not reporting to an Agency Secretary, approval authority is limited to the highest two ranking executive officials. Departments with delegated purchasing authority do not need DGS approval up to this limit, however the approved NCB contract justification must be maintained in the transaction file.</p>
<b>Under \$5,000.00**</b>	<p>1) Only source (PCC 10301)</p> <p>No NCB justification is required if fair and reasonable pricing has been established and documented. If fair and reasonable pricing cannot be established and documented or two bids cannot be obtained, an NCB justification is required (see \$5,000 to \$25,000). All departments have purchasing authority up to \$100, however departments without goods delegated purchasing authority must submit a procurement request (Purchase Estimate, Std. 66) to DGS-PD and attach an approved NCB contract justification for NCB's above \$100.</p>

\*Non-Competitively Bid Contracts (NCB's) over \$500,000 may reference CMAS/Master terms and conditions but can only be awarded by DGS.



**Attachment C  
Management Memo 03-10**

**Contracts Exempt by Statute**

The following contracts may be awarded without advertising or competitive bidding subject to the restrictions noted. These categories are exempt by statute (many of these were formerly referenced in State Administrative Manual Section 1233 and State Contracting Manual Section 5.80). However, the dollar limits of contracting and delegated purchasing authority still apply. Therefore, contracts exceeding your approval authority must still be submitted for DGS approval and acquisition transactions exceeding your delegated purchasing authority are required to be awarded by DGS.

1. **Emergency contracts, which are necessary for the immediate preservation of life or state property, are exempt from the Non-Competitive Bid Contract (NCB) justification process. Contracts issued as a result of an emergency may be entered into immediately. However, such contracts are subject to otherwise applicable statutory approval requirements and the reporting requirements of this Management Memo. For the purpose of this paragraph, reporting consists of submission of an approved copy of the Notice of Contract Award (NCA).**
2. **Contracts for the work or services of a state, local or federal agency, the University of California, the California State University, a California community college, a foundation or auxiliary organization incorporated to support the universities and colleges, or a Joint Powers Agency. Note: Contracts entered into under this exemption are also exempt from any of the other restrictions imposed by this Management Memo or the attachments thereto.**
3. **Goods and services for which the state has entered into a Master Agreement. Note: This is limited to those Master Agreements which have been competitively bid or which have been determined to be required for essential services and which have been established by a methodology that assures the state of a reasonable price for the goods/services offered. See the DGS Procurement web page at [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) for Statewide Checklist. If a contract is exempt it is denoted by a "Yes" in the column titled "Exempt".**
4. **Subvention contracts (non-discretionary grants) with a private or nonprofit entity or local agency for the purpose of providing services to the public or segments thereof. This exception applies only when services are being provided to the public and not specifically to a state agency. Note: Contracts entered into under this exemption are also exempt from any of the other restrictions imposed this Management Memo or the attachments thereto.**



**Attachment C**  
**Management Memo 03-10**

5. **Maintenance agreements for equipment that is under documented warranty, or where there is only one authorized or qualified representative, or where there is only one distributor in the area for parts and services. Note: This exception applies only in circumstances where services to be provided are less than \$250,000.00; for services in excess of this amount, the requirements regarding non-competitively bid contracts for \$250,000.00 or more apply.**
6. **Proprietary software, proprietary software maintenance and/or upgrade contracts. Documentation supporting the non-competitive status of the contract (e.g. a letter from the software publisher and/or manufacturer that states maintenance or purchase is not available from any other source) must be on file either at: 1) the department if the service or purchase is being acquired through the delegated purchasing authority; or 2) at the DGS, if DGS is the approving authority. (Note: DGS-PD will be the repository for all of the software publisher/manufacturer letters when DGS is the approving authority.) It will always be the user department's responsibility to both obtain and provide such documentation to DGS.**
- a.1. **Acquisition of existing proprietary software maintenance and/or upgrade renewal contracts.**
- **No NCB justification is required.**
  - **Departments with delegated purchasing authority may award contracts within the department's authority limits. Transactions that are not within the department's authority limits must be submitted to DGS-PD on a Purchase Estimate (Std. 66) for PD to conduct the procurement and execute the contract. See paragraph 2 on page 1 of this Management Memo, specifically the last sentence.**
  - **Departments without delegated purchasing authority must submit all transactions to DGS-PD on a Purchase Estimate (Std. 66) for PD to conduct the procurement and execute the contract.**
- (Note: File documentation must include the documents described in paragraph 6, or other appropriate documents to justify why the transaction is exempt, and reference this exempt category)**
- a.2. **Acquisition of new proprietary software, which may also include maintenance.**
- **No NCB justification is required for transactions \$250,000 and under. An NCB justification must be submitted to and approved by DGS-PD for transactions that exceed \$250,000.**



**Attachment C**  
**Management Memo 03-10**

- **Departments with delegated purchasing authority may award contracts within the department's authority limits. An approved NCB justification must be included in the department's file documentation for transactions that exceed \$250,000. Transactions that are not within the department's authority limits must be submitted to DGS-PD on a Purchase Estimate (Std. 66) for DGS-PD to conduct the procurement and execute the contract. See paragraph 2 on page 1 of this Management Memo, specifically the last sentence. Transactions submitted to DGS-PD that exceed \$250,000 must include an NCB justification approved by the department's director and agency secretary or next highest ranking official.**
  - **Departments without delegated purchasing authority must submit all transactions to DGS-PD on a Purchase Estimate (Std. 66) for PD to conduct the procurement and execute the contract. Transactions submitted to DGS-PD that exceed \$250,000 must include an NCB justification approved by the department's director and agency secretary or next highest ranking official. (Note: File documentation must include the documents described in paragraph 6, or other appropriate documents to justify why the transaction is exempt, and reference this exempt category.)**
- a.3. Approval by the agency secretary and the department director (or next ranking official) must be secured on the purchase document (Std. 65 or Std. 213) for any transaction that exceeds \$250,000 prior to award of contracts in paragraphs a.1. or a.2. above .**
- 7. Contracts for which only per diem and travel expenses are paid and there is no payment for services rendered. Note: Shall not exceed \$5,000.**
  - 8. Contracts solely for the purpose of obtaining expert witnesses for litigation. Note: Contracts entered into under this exemption are also exempt from any of the other restrictions imposed by this Management Memo or the attachments thereto.**
  - 9. Contracts for legal defense, legal advice, or legal services by an attorney or the attorney's staff. Note: Contracts entered into under this exemption are also exempt from any of the other restrictions imposed by this Management Memo or the attachments thereto.**
  - 10. Contracts for which services are specifically exempt by statute from the competitive bidding process. Note: Contracts entered into under this exemption are also exempt from any of the other restrictions imposed by this Management Memo or the attachments thereto.**





**Attachment D  
Management Memo 03-10**

**Contracts Exempt by Policy**

**The following categories of contracts may be awarded without advertising or competitive bidding subject to the restrictions noted. These categories are exempt based on a determination by DGS that competitive bidding is not feasible (many of these were formerly referenced in State Administrative Manual Section 1233 and State Contracting Manual Section 5.80). However, the dollar limits of contracting and delegated purchasing authority still apply. Therefore, contracts exceeding a department's approval authority must be submitted to DGS for approval and acquisition transactions exceeding delegated purchasing authority are required to be awarded by DGS.**

- 1. Refuse and/or sewage disposal contracts where there is no competition because there is a single authorized franchise dealers providing services to a specific geographical area.**
- 2. Medical care services with physicians, local community hospitals, medical groups (related offsite laboratory services are not included), 911 emergency ambulance service calls and ambulance service calls where there is a single provider serving a geographical area.**
- 3. Contracts with health maintenance organizations (HMOs) through a cooperative agreement with the Centers for Medicare and Medicaid Services (CMS) to pay monthly premium payments for medical/Medicare eligible members, where services are essential or necessary for health and safety.**
- 4. Public entertainment contracts for state-sponsored fairs and expositions.**
- 5. Contracts with business entities operating Community Based Rehabilitation Programs (CRP), which meet the criteria established by Welfare and Institutions Code Section 19404. Note: Exception does not apply to contracts justified pursuant to Government Code 19130(a).**
- 6. Amendments to existing contracts under the same terms and the same or lower rates, where a protest or other legal action delays the award of a new contract. These amendments should only last during the period the protest or legal action is pending and a new contract can be executed, but in no case shall this exemption extend beyond six months for a particular amendment.**



**Attachment D  
Management Memo 03-10**

- 7. Amendments to existing contracts which were originally competitively bid subject to the following restrictions:**
- a) Competitively bid contracts for both information technology goods and services and non-information technology goods, and which included options for changes (e.g., quantity or time) may be amended consistent with the terms of the original contract providing for such extension(s) if such options were evaluated during the solicitation process.**
  - b) Competitively bid contracts for non-information technology services which do not include options to extend may be amended as follows:**
    - Exemption shall only apply to the first amendment;**
    - Amendment shall add time only, not to exceed one year, or add not more than 30% of the original contract value, not to exceed \$250,000;**
    - The original contract must have permitted the amendment.**
- 8. Contracts for conference or meeting facilities, including room accommodations for conference attendees. Note: This exception applies only in circumstances where facilities to be provided are less than \$250,000; for facilities exceeding this amount, the requirements regarding non-competitive bid contracts for \$250,000 or more apply.**
- 9. Contracts for services under the Health Insurance Portability and Accountability Act (HIPAA) MSA shall be exempt from compliance with the restrictions imposed by the Executive Order and Management Memo subject to compliance with the following requirements and limitations:**
- Agencies must prepare their Statement of Work (SOW).**
  - Office of HIPAA Implementation (OHI) reviews and approves all SOWs to ensure the agency complied with their HIPAA work plan.**
  - For contracts less than \$500,000, agencies must obtain a minimum of three (3) written offers, including one from a small business/DVBE if available, from the HIPAA MSA suppliers in a given category and award to the contractor achieving the best value to the state.**
  - For contracts greater than \$500,000, agencies must obtain a minimum of six (6) written offers, including one from a small business/DVBE if available, from the HIPAA MSA suppliers in a given category and award to the contractor achieving the best value to the state. If six (6) written offers cannot be obtained, the file must be documented with the reasons why suppliers did not respond. The file must contain responses and offers to equal six (6) contracts.**
  - Contracts/amendments providing for a contract value greater than \$50,000 for non-IT services are subject to review and approval by DGS.**



**Attachment D  
Management Memo 03-10**

- **Contracts/amendments providing for a contract value between \$500,000 and \$5 million for non-IT services are reviewed by OHI and approved by DGS.**
  - **Contracts/amendments providing for a contract value between \$500,000 and \$5 million for IT services are reviewed by OHI and approved by DGS.**
  - **Contracts/amendments providing for a contract value greater than \$5 million are reviewed by OHI and DGS and approved by the Department of Finance.**
- 10. Amendments to the California Integrated Information Network (CIIN) Agreement (CNT-001) to add products and services defined as mandatory per Management Memo 97-01 and DOIT Directive 1999-01. These mandatory services are defined as Lineside, Voice Network, Data Services, and Billing Services.**
- 11. Categories of contracts for the purchase of goods or services necessary to achieve program objectives in a timely manner, where the Department of General Services has determined in advance, in writing, that for a specific type of category of goods or services there is no viable competition, or that due to critical time requirements such competition cannot be completed by the exercise of reasonable efforts prior to the time such goods or services are required. Any individual order placed against a specified contract pursuant to this exemption that exceeds \$250,000 shall also require the approval of the Department of General Services. Special Category NCB Requests must be approved by the Department's Director and Agency Secretary or immediate next ranking official prior to obtaining DGS approval. Transactions placed against the approved Special Category NCB do not require these signatures. See the website [www.dgs.ca.gov/pd](http://www.dgs.ca.gov/pd) for the form and instructions.**
- 12. Proprietary pharmaceuticals and proprietary vaccines for which there are no generic equivalents and for which the Department of General Services will enter into contracts/price agreements with either the manufacturer or distributor. This commodity will be for the proprietary pharmaceuticals, proprietary vaccines purchased for public health programs by the Department of Health Services, Proprietary Vaccines used by state, local and public agency governmental entities, federal contracts as described in the 1990 Sharing Act, Botulism Immune Globulin Program, and pharmaceuticals outlined in Government Code, Chapter 12 (commencing with Section 14977) to Division 3 of Title 2. There will be no dollar limit on these acquisitions; master agreements will be established only by the Department of General Services for purchasing by state and local entities.**
- 13. Proprietary subscriptions, proprietary publications and/or technical manuals (manuals, law books, technical manuals, technical services related to publications, etc.) regardless of media format, up to \$250,000.**



**Attachment D  
Management Memo 03-10**

**14. Rental of proprietary postage meters are exempt if they are interfaced and intermembered with existing mailing equipment and there is only one authorized manufacturer's branch or qualified dealer representative providing services for a manufacturer in a specified geographical area.**

**This exemption applies only in circumstances where annual postage meter rental services to be provided are less than \$100,000.**

**Rental service agreements for stand-alone proprietary postage meters, which are not interfaced, or intermembered with mailing equipment must be competitively bid.**

**Miscellaneous:**

**In determining whether the acquisitions of a particular state agency is exempt from this Management Memo, the funding source for the acquisition shall be determinative, notwithstanding the fact that DGS may be the procuring entity.**





**From:** [DGSMFP](#)

**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:48:58 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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2006  
DOCS



State of California • Arnold Schwarzenegger, Governor  
State and Consumer Services Agency  
**DEPARTMENT OF GENERAL SERVICES**  
Procurement Division

September 18, 2006

California Building Standards Commission  
Attn: Thomas L. Morrison  
2525 Natomas Park Dr, Suite 130  
Sacramento, CA 95833

**Subject: NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION REQUEST – California Building Standards Commission and National Fire Protection Association; Contract Total = \$0; Contract term = Upon Approval - 1/1/11.**

Your request for non-competitively bid justification has been approved. Our approval is based on your program needs requiring the services of the contractor.

We have approved the NCB with the term date of Upon Approval to 1/1/11. We have changed the Std. 821 and NCB to reflect this term.

Sincerely,

Russ Guama  
Purchasing Manager  
External Operations Branch  
Department of General Services

# NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

## Requesting Department Information

<b>Agency:</b> State and Consumer Services Agency	<b>Agency Secretary/Immediate Next Ranking Official:</b> Secretary Rosario Marin/Undersecretary Will Bush <small>(Type names. Do not sign. Must be same as signature below.)</small>
<b>Department:*</b> California Building Standards Commission <small>(*Includes Boards, Commissions, and Associations)</small>	<b>Director/Immediate Next Ranking Official:</b> Executive Director Dave Walls/Deputy Executive Director Thomas L. Morrison <small>(Type names. Do not sign. Must be same as signature below. May be Executive Director, Chief Executive Officer, Executive Secretary, etc.)</small>
<b>Institution (If applicable):</b>	

## Department Contact Information

<b>Contact Name:</b> Thomas L. Morrison	<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento, California 95833
<b>Telephone:</b> (916) 263-0916	<b>Mailing Address:</b> Same as above
<b>FAX:</b> (916) 263-0959	
<b>E-Mail:</b> Tom.Morrison@dgs.ca.gov	

## Required Contract Information

<b>Contractor Name:</b> National Fire Protection Association (NFPA)			
<b>Contractor Address:</b> 5001 E. Philadelphia Street, Ontario, California 91761			
<b>Original Contract Amount:*</b> \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:*</b> (if applicable) \$ N/A <small>(*Current amendment only)</small>	<b>New Contract Amount: *</b> \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>

**Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:**  
NFPA will provide services for the publication of the 2007 triennial edition of California Code of Regulations, Title 24, Part 3 (California Electrical Code), and all supplements and errata to this Part.

## Contract Type and Term

<b>Contract Type:</b> Select One: <input type="checkbox"/> Non-IT Goods <input checked="" type="checkbox"/> Non-IT Service <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services	<b>Contract Term:</b> <i>upon approval</i> Begin: July 1, 2006 End: when the next triennial edition is in effect Explain late contract submittal (services only):	<b>Type of Award:</b> CMAS: _____ Master: _____ Competitive: _____ Form 42: _____	<b>Will this transaction be financed?</b> No <input checked="" type="checkbox"/> Yes _____  If yes, attach the Statement of Compliance to the State Financial Marketplace to this form
--	---	---	---

## Required Approvals

<b>Department</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <i>Dave Walls 6-28-06</i> Director/Date	<b>Agency</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>Will Bush 7/1/06</i> Agency Secretary/Date	<b>Dept of General Services</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>[Signature] 7/19/06</i> Director or Designee/Date
--	---	--

Remit completed form to:  
Procurement Division  
One-Time Acquisitions  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

12/01/06



STATE OF CALIFORNIA

# CONTRACT ADVERTISING EXEMPTION REQUEST

(IN CALIFORNIA STATE CONTRACTS REGISTER)

STANDARD FORM NO. 64 (REV. 4-94)

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

TYPE OF REQUEST (Check one) <input checked="" type="checkbox"/> SOLE SOURCE CONTRACT	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	SERVICE TYPE <input checked="" type="checkbox"/> NON-EDP/TELECOM RELATED SERVICE	<input type="checkbox"/> EDP/TELECOM RELATED SERVICES
---	---	---	---

NB 3477

**DEPARTMENTAL CONTACT INFORMATION**

INC CODE: C-11

NAME: Thomas L. Morrison  
 DEPARTMENT: California Building Standards Commission  
 DIVISION:  
 ADDRESS: 2525 Natomas Park Drive, Suite 130  
 CITY, STATE, ZIP CODE: Sacramento, CA 95833

AGENCY BILLING CODE: 30140

CONTRACT DESCRIPTION: Publication contract for the publication of the 2007 triennial edition of California Code of Regulations, Title 24, Part 3, and all supplements and errata to this Part

TELEPHONE NUMBER (Not CALNET-Include Area Code): (916) 263-0916

CONTRACT NUMBER	AMENDMENT NUMBER (If Applicable)	CONTRACT AMOUNT \$ 0.00	AMENDMENT AMOUNT (If Applicable) \$	CONTRACT PERIOD 7/1/06 - 12/31/06 Use the actual period shown to in effect
PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A SOLE SOURCE CONTRACT IS PROPOSED	CONTRACTOR'S NAME National Fire Protection Association			
	CONTRACTOR'S ADDRESS (Number, Street) 1 Batterymarch Park			
	(City) Quincy	(State) MA	(ZIP Code) 02168-7471	

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

**EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)**  
The California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on a model building code, the National Electrical Code (NEC). The California Electrical Code includes both provisions of the NEC and amendments to the NEC adopted by California.

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

AUTHORIZED SIGNATURE <i>David Walls</i>	OFFICE OF PROCUREMENT USE ONLY		
TELEPHONE NUMBER (916) 263-0916	CALNET 8-435-0916	DATE SIGNED	ACTION TAKEN ON REQUEST <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)
SEND TO: NAME: Procurement Division DEPARTMENT: Department of General Services DIVISION: 707 Third Street, 2nd ADDRESS: West Sacramento, CA 95605	AUTHORIZED SIGNATURE <i>[Signature]</i>		
	DATE SIGNED 9/19/06		
	COMMENTS DGS PROCUREMENT Z-1 SEP 20 2006 RECEIVED		





State of California • Arnold Schwarzenegger, Governor  
State and Consumer Services Agency

**DEPARTMENT OF GENERAL SERVICES**  
Procurement Division

---

September 18, 2006

California Building Standards Commission  
Attn: Thomas L. Morrison  
2525 Natomas Park Dr, Suite 130  
Sacramento, CA 95833

**Subject: NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION REQUEST – California Building Standards Commission and International Association of Plumbing and Mechanical Officials; Contract Total = \$0; Contract term = Upon Approval - 1/1/11.**

Your request for non-competitively bid justification has been approved. Our approval is based on your program needs requiring the services of the contractor.

We have approved the NCB with the term date of Upon Approval to 1/1/11. We have changed the Std 821 and NCB to reflect this term.

Sincerely,

Russ Guarna  
Purchasing Manager  
External Operations Branch  
Department of General Services



## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

For use on all information technology (IT) and non-IT goods and services acquisitions.  
Attach to Std. 65, Std. 86 or Std. 821, as applicable.

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

### Requesting Department Information

<b>Agency:</b> State and Consumer Services Agency	<b>Agency Secretary/Immediate Next Ranking Official:</b> Secretary Rosario Marin/Undersecretary Will Bush <small>(Type names. Do not sign. Must be same as signature below.)</small>
<b>Department:*</b> California Building Standards Commission  <small>(*Includes Boards, Commissions, and Associations)</small>	<b>Director/Immediate Next Ranking Official:</b> Executive Director Dave Walls/Deputy Executive Director Thomas L. Morrison <small>(Type names. Do not sign. Must be same as signature below. May be Executive Director, Chief Executive Officer, Executive Secretary, etc.)</small>
<b>Institution (if applicable):</b>	

### Department Contact Information

<b>Contact Name:</b> Thomas L. Morrison	<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento, California 95833
<b>Telephone:</b> (916) 263-0916	<b>Mailing Address:</b> Same as above
<b>FAX:</b> (916) 263-0959	
<b>E-Mail:</b> Tom.Morrison@dgs.ca.gov	

### Required Contract Information

<b>Contractor Name:</b> International Association of Plumbing and Mechanical Officials (IAPMO)			
<b>Contractor Address:</b> 5001 E. Philadelphia Street, Ontario, California 91761			
<b>Original Contract Amount:*</b> \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:*</b> (if applicable) \$ N/A <small>(*Current amendment only)</small>	<b>New Contract Amount: *</b> \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>

**Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:**  
IAPMO will provide services for the publication of the 2007 triennial edition of California Code of Regulations, Title 24, Parts 4 (California Mechanical Code) and 5 (California Plumbing Code), and all supplements and errata to these Parts.

### Contract Type and Term

<b>Contract Type:</b> Select One: <input type="checkbox"/> Non-IT Goods <input checked="" type="checkbox"/> Non-IT Service <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services	<b>Contract Term:</b> <i>upon approval</i> Begin: July 1, 2006 End: when the next triennial edition is in effect 1/1/11 Explain late contract submittal (services only):	<b>Type of Award:</b> CMAS: _____ Master: _____ Competitive: _____ Form 42: _____	<b>Will this transaction be financed?</b> No <input checked="" type="checkbox"/> Yes _____  If yes, attach the Statement of Compliance to the State Financial Marketplace to this form
--	--	---	---

### Required Approvals

<b>Department</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>David Walls 6/28/06</i> Director/Date	<b>Agency</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Will Bush 7/7/06</i> Agency Secretary/Date	<b>Dept. of General Services</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Rosario Marin 7/19/06</i> Director or Designee/Date
---	---	---

Remit completed form to:

Procurement Division  
One-Time Acquisitions  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

*T5*  
*7/20/06*



# STATE OF CALIFORNIA CONTRACT ADVERTISING EXEMPTION REQUEST

## (IN CALIFORNIA STATE CONTRACTS REGISTER)

STD 821 (REV. 4-94)

Government Code Section 14826 (et seq.) requires that all agreements entered into by state agencies for services shall be published in the California State Contracts Register (CSCR), unless exempted. Agreements which have been exempted by Department of General Services shall be listed

NCB 3474

TYPE OF REQUEST (Check one)		SERVICE TYPE	
<input checked="" type="checkbox"/> SOLE SOURCE CONTRACT	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	<input checked="" type="checkbox"/> NON-EDP/TELECOM RELATED SERVICE	<input type="checkbox"/> EDP/TELECOM RELATED SERVICES

**DEPARTMENTAL CONTACT INFORMATION**

NAME: Thomas L. Morrison  
 DEPARTMENT: California Building Standards Commission  
 DIVISION:  
 ADDRESS: 2525 Natomas Park Drive, Suite 130  
 CITY, STATE, ZIP CODE: Sacramento, CA 95833

IMS CODE: C-11

AGENCY BILLING CODE: 30140

CONTRACT DESCRIPTION: Publication contract for the publication of the 2007 triennial edition of California Code of Regulations, Title 24, Parts 4 and 5, and all supplements and errata to these Parts

TELEPHONE NUMBER (Not CALNET - include Area Code): (916) 263-0916

CONTRACT NUMBER	AMENDMENT NUMBER (if Applicable)	CONTRACT AMOUNT	AMENDMENT AMOUNT (if Applicable)	CONTRACT PERIOD
		\$ 0.00	\$	7/1/06 - 1/1/11 when the next triennial edition is in effect
CONTRACTOR'S NAME				FEDERAL EMPLOYER IDENTIFICATION NO.
International Association of Plumbing and Mechanical Officials				
CONTRACTOR'S ADDRESS (Number, Street)				
5001 E. Philadelphia Street				
(City)		(State)	(ZIP Code)	
Ontario		CA	91761	

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

**EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)**

The California Mechanical Code (California Code of Regulations, Title 24, Part 4) and the California Plumbing Code (California Code of Regulations, Part 5) are based on two model building codes, the Uniform Mechanical Code and the Uniform Plumbing Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

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

AUTHORIZED SIGNATURE	OFFICE OF PROCUREMENT USE ONLY		
	ACTION TAKEN ON REQUEST	<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)	
TELEPHONE NUMBER	DATE SIGNED	AUTHORIZED SIGNATURE	DATE SIGNED
(916) 263-0916	8-435-0916		7/14/06

**SEND TO:**

NAME: Procurement Division  
 DEPARTMENT: Department of General Services  
 DIVISION: 707 Third Street, 2<sup>nd</sup> Fl  
 ADDRESS: West Sacramento, CA 95805

IMS CODE: Z1  
 COMMENTS: 2006

RECEIVED





State of California • Arnold Schwarzenegger, Governor  
State and Consumer Services Agency

**DEPARTMENT OF GENERAL SERVICES**  
Procurement Division

---

September 18, 2006

California Building Standards Commission  
Attn: Thomas L. Morrison  
2525 Natomas Park Dr, Suite 130  
Sacramento, CA 95833

**Subject: NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION REQUEST – California Building Standards Commission and International Code Council; Contract Total = \$0; Contract term = Upon Approval - 1/1/11.**

Your request for non-competitively bid justification has been approved. Our approval is based on your program needs requiring the services of the contractor.

We have approved the NCB with the term date of Upon Approval to 1/1/11. We have changed the Std 821 and NCB to reflect this term.

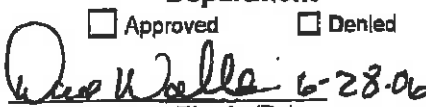

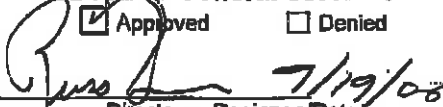
Sincerely,

Russ Guarna  
Purchasing Manager  
External Operations Branch  
Department of General Services

## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

Requesting Department Information			
<b>Agency:</b> State and Consumer Services Agency	<b>Agency Secretary/Immediate Next Ranking Official:</b> Secretary Rosario Marin/Undersecretary Will Bush <small>(Type names. Do not sign. Must be same as signature below.)</small>		
<b>Department:*</b> California Building Standards Commission <small>(*Includes Boards, Commissions, and Associations)</small>	<b>Director/Immediate Next Ranking Official:</b> Executive Director Dave Walls/Deputy Executive Director Thomas L. Morrison <small>(Type names. Do not sign. Must be same as signature below. May be Executive Director, Chief Executive Officer, Executive Secretary, etc.)</small>		
<b>Institution (if applicable):</b>			
Department Contact Information			
<b>Contact Name:</b> Thomas L. Morrison	<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento, California 95833		
<b>Telephone:</b> (916) 263-0916	<b>Mailing Address:</b> Same as above		
<b>FAX:</b> (916) 263-0959			
<b>E-Mail:</b> Tom.Morrison@dgs.ca.gov			
Required Contract Information			
<b>Contractor Name:</b> International Code Council (ICC)			
<b>Contractor Address:</b> 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3405			
<b>Original Contract Amount:*</b> \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:*</b> (if applicable) \$ N/A <small>(*Current amendment only)</small>	<b>New Contract Amount: *</b> \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>
<b>Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:</b> ICC will provide services for the publication of the next triennial edition of California Code of Regulations, Title 24, Parts 1 (California Building Standards Administrative Code), 6 (California Energy Code), 7 (California Elevator Safety Construction Code), 8 (California Historical Building Code), 12 (California Referenced Standards Code), and all supplements and errata to these Parts.			
Contract Type and Term			
<b>Contract Type:</b> Select One: <input type="checkbox"/> Non-IT Goods <input checked="" type="checkbox"/> Non-IT Service <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services	<b>Contract Term:</b> UPON AWARD Begin: July 1, 2008 End: when the next triennial edition is in effect 1/1/11 Explain late contract submittal (services only):	<b>Type of Award:</b> CMAS: _____ Master: _____ Competitive: _____ Form 42: _____	<b>Will this transaction be financed?</b> No <input checked="" type="checkbox"/> Yes _____  If yes, attach the Statement of Compliance to the State Financial Marketplace to this form
Required Approvals			
<b>Department</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied   Director/Date 6-28-08	<b>Agency</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied   Agency Secretary/Date 7/7/08	<b>Dept. of General Services</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied   Director or Designee/Date 7/19/08	

Remit completed form to:  
Procurement Division  
One-Time Acquisitions  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605



Post-It® Fax Note 7671 Date 7/23/06 # of pages 12

To Tom Morrison From SAM/JOC

Co./Dept Bldg STDg Comm Co. DGS/PJ

Phone # 263-0916 Phone # 375-4652

Fax # 263-0959 Fax # 375-4362

249

lines that all services shall be listed in Register have been all be listed

CB 3476

STATE OF CALIFORNIA  
**CONTRACT ADVERTISING EXEMPTION**  
 (IN CALIFORNIA STATE CONTRACTS REGISTER)  
 STD 821 (REV. 4-04)

TYPE OF REQUEST (Check one)

SOLE SOURCE CONTRACT

EXEMPTION FROM ADVERTISING

SEE

DEPARTMENTAL CONTACT INFORMATION

NAME: Thomas L. Morrison

DEPARTMENT: California Building Standards Commission

DIVISION:

ADDRESS: 2525 Natomas Park Drive, Suite 130

CITY, STATE, ZIP CODE: Sacramento, CA 95833

INC CODE: C-11

AGENCY BILLING CODE: 30140

CONTRACT DESCRIPTION  
 Publication contract for the publication of the next triennial edition of California Code of Regulations, Title 24, Parts 1, 6, 7, 8 and 12 and all supplements and errata to these Parts

TELEPHONE NUMBER (Not CALNET-Include Area Code)  
 (916) 263-0916

CONTRACT NUMBER	AMENDMENT NUMBER (if Applicable)	CONTRACT AMOUNT \$ 0.00	AMENDMENT AMOUNT (if Applicable) \$	CONTRACT PERIOD 7/1/06 - 11/11/11 upon approval when the next triennial edition is in effect
PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A SOLE SOURCE CONTRACT IS PROPOSED	CONTRACTOR'S NAME International Code Council			
	CONTRACTOR'S ADDRESS (Number, Street) 5203 Leesburg Pike, Suite 600			
	(City) Falls Church	(State) VA	(ZIP Code) 22041-3405	

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

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)  
 The California Building Standards Administrative Code (California Code of Regulations, Part 1), California Energy Code (California Code of Regulations, Part 6), California Elevator Safety Construction Code (California Code of Regulations, Part 7), California Historical Building Code (California Code of Regulations, Part 8), and California Referenced Standards Code (California Code of Regulations, Part 12) are not based on model building codes. However, in an advice letter dated June 6, 2001, from the Department of Justice, it was stated that, "if it obtains the appropriate administrative approvals, the [California Building Standards] Commission may arrange for publication of [all parts of] the [California] Building Standards Code on a sole-source basis." The reasoning given was that it may be more cost effective and there would be more uniformity if the non-model code based parts were published by one of the model code publishers publishing the model code based parts.

AUTHORIZED SIGNATURE: *[Signature]*

TELEPHONE NUMBER: (916) 263-0916

CALNET: 8-435-0916

DGS PROCUREMENT: 9/12/06

OFFICE OF PROCUREMENT USE ONLY

ACTION TAKEN ON REQUEST:  APPROVED  DENIED (See Below)

AUTHORIZED SIGNATURE: *[Signature]*

DATE SIGNED: 9/19/06

SEND TO: Procurement Division, Department of General Services, 707 Third Street, 2nd Floor, West Sacramento, CA 95605

RECEIVED







State of California • Arnold Schwarzenegger, Governor  
State and Consumer Services Agency

**DEPARTMENT OF GENERAL SERVICES**  
**Procurement Division**

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September 18, 2006

California Building Standards Commission  
Attn: Thomas L. Morrison  
2525 Natomas Park Dr, Suite 130  
Sacramento, CA 95833

**Subject: NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION REQUEST – California Building Standards Commission and International Code Council; Contract Total = \$0; Contract term = Upon Approval - 1/1/11.**

Your request for non-competitively bid justification has been approved. Our approval is based on your program needs requiring the services of the contractor.

We have approved the NCB with the term date of Upon Approval to 1/1/11. We have changed the Std 821 and NCB to reflect this term.

Sincerely,

A handwritten signature in black ink, appearing to read 'Russ Guarna', written over a horizontal line.

Russ Guarna  
Purchasing Manager  
External Operations Branch  
Department of General Services

The Ziggurat • 707 Third Street, Second Floor • West Sacramento, CA 95605 • (916) 375-4400

# NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

### Requesting Department Information

<b>Agency:</b> State and Consumer Services Agency	<b>Agency Secretary/Immediate Next Ranking Official:</b> Secretary Rosaric Marin/Undersecretary Will Bush (Type names. Do not sign. Must be same as signature below.)
<b>Department:*</b> California Building Standards Commission <small>(*Includes Boards, Commissions, and Associations)</small>	<b>Director/Immediate Next Ranking Official:</b> Executive Director Dave Walls/Deputy Executive Director Thomas L. Morrison (Type names. Do not sign. Must be same as signature below. May be Executive Director, Chief Executive Officer, Executive Secretary, etc.)

### Institution (If applicable):

### Department Contact Information

<b>Contact Name:</b> Thomas L. Morrison	<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento, California 95833
<b>Telephone:</b> (916) 263-0916	<b>Mailing Address:</b> Same as above
<b>FAX:</b> (916) 263-0959	
<b>E-Mail:</b> Tom.Morrison@dgs.ca.gov	

### Required Contract Information

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

### Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:

ICC will provide services for the publication of the 2007 triennial edition of California Code of Regulations, Title 24, Parts 2 (California Building Code), 9 (California Fire Code), 10 (California Code for Building Conservation), and all supplements and errata to these Parts.

### Contract Type and Term

<b>Contract Type:</b> Select One: <input type="checkbox"/> Non-IT Goods <input checked="" type="checkbox"/> Non-IT Service <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services	<b>Contract Term:</b> <i>upon approval -</i> Begin: July 1, 2006 End: when the next triennial edition is in effect 1/1/11 Explain late contract submittal (services only):	<b>Type of Award:</b> CMAS: _____ Master: _____ Competitive: _____ Form 42: _____	<b>Will this transaction be financed?</b> No <input checked="" type="checkbox"/> Yes _____  If yes, attach the Statement of Compliance to the State Financial Marketplace to this form
---	--	---	---

### Required Approvals

<b>Department</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied <i>Will Walls 6-26-06</i> Director/Date	<b>Agency</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>Will Walls 7/17/06</i> Agency Secretary/Date	<b>Dept. of General Services</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <i>Will Walls 7/19/06</i> Director or Designee/Date
--	---	--

Remit completed form to:  
Procurement Division  
One-Time Acquisitions  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605

7/20/06  
TS  
JLD



STATE OF CALIFORNIA

# CONTRACT ADVERTISING EXEMPTION REQUEST

(IN CALIFORNIA STATE CONTRACTS REGISTER)

STD. 821 (REV.4-04)

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

NCB 34 TE

TYPE OF REQUEST (Check one)		SERVICE TYPE	
<input checked="" type="checkbox"/> SOLE SOURCE CONTRACT	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	<input checked="" type="checkbox"/> NON-EDP/TELECOM RELATED SERVICE	<input type="checkbox"/> EDP/TELECOM RELATED SERVICES

**DEPARTMENTAL CONTACT INFORMATION**

IMS CODE: C-11

NAME: Thomas L. Morrison  
 DEPARTMENT: California Building Standards Commission  
 DIVISION:  
 ADDRESS: 2525 Natomas Park Drive, Suite 130  
 CITY, STATE ZIP CODE: Sacramento, CA 95833

**AGENCY BILLING CODE** 30140

**CONTRACT DESCRIPTION**  
 Publication contract for the publication of the 2007 triennial edition of California Code of Regulations, Title 24, Parts 2, 9 and 10, and all supplements and errata to these Parts

**TELEPHONE NUMBER (Not CALNET-include Area Code)**  
 (916) 263-0916

CONTRACT NUMBER	AMENDMENT NUMBER (if Applicable)	CONTRACT AMOUNT	AMENDMENT AMOUNT (if Applicable)	CONTRACT PERIOD
		\$ 0.00	\$	7/1/06 - 7/1/11
CONTRACTOR'S NAME				FEDERAL EMPLOYER IDENTIFICATION NO.
International Code Council				
CONTRACTOR'S ADDRESS (Number, Street)				
5203 Leesburg Pike, Suite 600				
(City)		(State)	(ZIP Code)	
Falls Church		VA	22041-3405	

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

**EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)**  
The California Building Code (California Code of Regulations, Title 24, Part 2), California Fire Code (California Code of Regulations, Part 9) and California Code for Building Conservation (California Code of Regulations, Part 10) are based on three model building codes, the International Building Code, International Fire Code, and the International Existing Building Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

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

AUTHORIZED SIGNATURE		OFFICE OF PROCUREMENT USE ONLY	
<i>Carol Wells</i>		ACTION TAKEN ON REQUEST	
TELEPHONE NUMBER		<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED (See Below)
(916) 263-0916	CALNET	AUTHORIZED SIGNATURE	DATE SIGNED
8-435-0916	DGS PROCUREMENT		7/19/06
SEND TO:		COMMENTS	
NAME: Procurement Division		IMS CODE	
DEPARTMENT: Department of General Services		2-4	
DIVISION: 707 Third Street, 2nd		RECEIVED	
ADDRESS: West Sacramento, CA 95605			
CITY, STATE, ZIP CODE			



**From:** [DGSMFP](#)

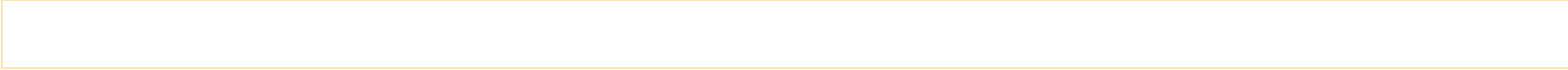
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:46:47 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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2008  
docs

- New Publication  
Part II

JUNE 3, 2010

I MENTIONED TO DAVE THAT  
THE CURRENT NCBS WERE  
DUE TO EXPIRE ON 1/1/11. HE  
SAID THAT THEY WERE DONE  
FOR THE 2010 CODES.

THEY SHOULD BE PUT TOGETHER  
WITH THESE NCBS.





# MEMORANDUM

---

**Date:** December 26, 2008

**To:** California Building Standards Commission  
Thomas L. Morrison  
2525 Natomas Park Drive, Suite 130  
Sacramento, CA 95833

**From:** Mark Lamb  
Procurement Division

**Subject:** NON-COMPETITIVELY BID (NCB) REQUEST  
California Building Standards Commission  
Contract Amount: \$0.00  
Contract Period: Upon Approval – January 1, 2011

---

Your request for non-competitive bid contract has been approved. Our approval is based on your program needs for the services of the contractor.

Pursuant to your e-mail on December 5, 2008, we have approved the NCB with the start date of "upon approval" and an end date of January 1, 2011. We have changed the Std. 821 to reflect this term.

Sincerely,

A handwritten signature in black ink that reads "Mark Lamb".

Mark Lamb, Manager  
Purchasing Authority Management Section  
Procurement Division  
Department of General Services

## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

Requesting Department Information			
<b>Agency:</b> State and Consumer Services Agency	<b>Agency Secretary/Immediate Next Ranking Official:</b> Secretary Rosario Marin/Undersecretary Will Bush <small>(Type names. Do not sign. Must be same as signature below.)</small>		
<b>Department:*</b> California Building Standards Commission  <small>(*Includes Boards, Commissions, and Associations)</small>	<b>Director/Immediate Next Ranking Official:</b> Executive Director Dave Walls/Deputy Executive Director Thomas L. Morrison <small>(Type names. Do not sign. Must be same as signature below. May be Executive Director, Chief Executive Officer, Executive Secretary, etc.)</small>		
Department Contact Information			
<b>Contact Name:</b> Thomas L. Morrison	<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento, California 95833		
<b>Telephone:</b> (916) 263-0916	<b>Mailing Address:</b> Same as above		
<b>FAX:</b> (916) 263-0959			
<b>E-Mail:</b> Tom.Morrison@dgs.ca.gov			
Required Contract Information			
<b>Contractor Name:</b> International Code Council (ICC)			
<b>Contractor Address:</b> 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3405			
<b>Original Contract Amount:*</b> \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:*</b> (if applicable) \$ N/A <small>(*Current amendment only)</small>	<b>New Contract Amount: *</b> \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>
<b>Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:</b> ICC will provide services for the publication of the triennial edition (2007) of California Code of Regulations, Title 24, Part 11 (California Green Building Standards Code), and all supplements and errata to this part.			
Contract Type and Term			
<b>Contract Type:</b> Select One: <input type="checkbox"/> Non-IT Goods <input checked="" type="checkbox"/> Non-IT Service <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services	<b>Contract Term:</b> Begin: Upon DGS approval End: 1/1/11. Explain late contract submittal (services only):	<b>Type of Award:</b> CMAS: _____ Master: _____ Competitive: _____ Form 42: _____	<b>Will this transaction be financed?</b> No <input checked="" type="checkbox"/> Yes _____  If yes, attach the Statement of Compliance to the State Financial Marketplace to this form
Required Approvals			
<b>Department</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>David Walls</i> Director/Date	<b>Agency</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Michael Sauer</i> Agency Secretary/Date  12/11/08	<b>Dept. of General Services</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Mark Junk</i> 12/26/08 Director or Designee/Date	

Remit completed form to: Procurement Division  
One-Time Acquisitions  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

STATE OF CALIFORNIA  
**CONTRACT ADVERTISING EXEMPTION REQUEST**

(IN CALIFORNIA STATE CONTRACTS REGISTER)

STD. 821 (REV.4-94)

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

*N 001# 4563*

TYPE OF REQUEST (Check one)		SERVICE TYPE	
<input checked="" type="checkbox"/> SOLE SOURCE CONTRACT	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	<input checked="" type="checkbox"/> NON-EDP/TELECOM RELATED SERVICE	<input type="checkbox"/> EDP/TELECOM RELATED SERVICES

<b>DEPARTMENTAL CONTACT INFORMATION</b>	<b>AGENCY BILLING CODE</b> 30140
---	----------------------------------

IMS CODE C-11

NAME: Thomas L. Morrison

DEPARTMENT: California Building Standards Commission

DIVISION:

ADDRESS: 2525 Natomas Park Drive, Suite 130

CITY, STATE, ZIP CODE: Sacramento, CA 95833

CONTRACT DESCRIPTION

Publication contract for the publication of the next triennial edition of California Code of Regulations, Title 24, Part 11, and all supplements and errata to this part

TELEPHONE NUMBER (Not CALNET-Include Area Code)

(916) 263-0916 (27)

CONTRACT NUMBER	AMENDMENT NUMBER (if Applicable)	CONTRACT AMOUNT	AMENDMENT AMOUNT (if Applicable)	CONTRACT PERIOD
		\$ 0.00	\$	upon approval - 1/1/11 1/7/08 when the new triennial edition is in effect
PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A SOLE SOURCE CONTRACT IS PROPOSED	CONTRACTOR'S NAME			FEDERAL EMPLOYER IDENTIFICATION NO.
	International Code Council			
	CONTRACTOR'S ADDRESS (Number, Street)			
	5203 Leesburg Pike, Suite 600			
	(City)	(State)	(ZIP Code)	
	Falls Church	VA	22041-3405	

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

**EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)**

The California Green Building Standards Code (California Code of Regulations, Title 24, Part 11) is not based on a model building code. In an advice letter dated June 6, 2001, from the Department of Justice, it was stated that, "if it obtains the appropriate administrative approvals, the [California Building Standards] Commission may arrange for publication of [all parts of] the [California] Building Standards Code on a sole-source basis." The reasoning given was that it may be more cost effective and there would be more uniformity if the non-model code based parts were published by one of the model code publishers publishing the model code based parts.

AUTHORIZED SIGNATURE		OFFICE OF PROCUREMENT USE ONLY	
<i>David Wells</i>		ACTION TAKEN ON REQUEST	
11-7-08		<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)	
TELEPHONE NUMBER	CALNET	DATE SIGNED	AUTHORIZED SIGNATURE
(916) 263-0916	8-435-0916	11/07/08	<i>Mark J. ...</i>
SEND TO:		DATE SIGNED	
NAME: Procurement Division		12/25/08	
DEPARTMENT: Department of General Services			
DIVISION: 707 Third Street, 2 <sup>nd</sup>			
ADDRESS: West Sacramento, CA 95605			
CITY, STATE, ZIP CODE			
		<div style="border: 1px solid black; padding: 5px; display: inline-block;">                 DGS PROCUREMENT                  Z-1                  DEC 02 2008                  RECEIVED             </div>	

**From:** [DGSMFP](#)

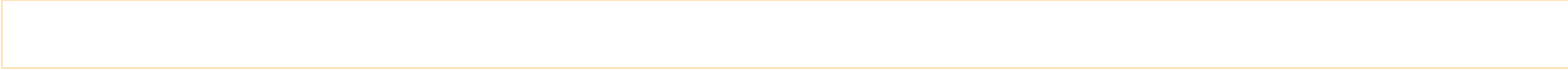
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:46:24 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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# OFFICE OF BUSINESS AND ACQUISITION SERVICES

## PURCHASING SERVICES SECTION

### ASSIGNMENTS

*Updated 1/26/2015*

SECTION MANAGER	LORI MORGAN		916-375-4051	<a href="mailto:lori.morgan@dgs.ca.gov">lori.morgan@dgs.ca.gov</a>
<b>PURCHASING TEAM 1</b>				
MANAGER	MOLLY LOVETT		916-376-1844	<a href="mailto:molly.lovett@dgs.ca.gov">molly.lovett@dgs.ca.gov</a>
Buyer	Primary Assignment	Backup	Buyer Phone	Buyer Email
<b>VACANT</b>				
Amanda Towers	BPM LA Metro, DCU and ARF back-up	Susan Taylor	916-375-4371	<a href="mailto:amanda.towers@dgs.ca.gov">amanda.towers@dgs.ca.gov</a>
Erica Seghesio-Groves	DCU	Tanya Aviles-Medeiros	916-376-5324	<a href="mailto:erica.seghesiogroves@dgs.ca.gov">erica.seghesiogroves@dgs.ca.gov</a>
Charis Bledsoe	BPM Southern Region, Central Plant	Clara Amador	916-375-4867	<a href="mailto:charis.bledsoe@dgs.ca.gov">charis.bledsoe@dgs.ca.gov</a>
Susan Taylor	ARF, RESD, PMDB	Amanda Towers	916-376-1761	<a href="mailto:susan.taylor@dgs.ca.gov">susan.taylor@dgs.ca.gov</a>
Clara Amador	BPM Bay Region, OAH	Charis Bledsoe	916-375-4688	<a href="mailto:clara.amador@dgs.ca.gov">clara.amador@dgs.ca.gov</a>
<b>PURCHASING TEAM 2</b>				
MANAGER	REBECCA PETERS		916-375-4953	<a href="mailto:rebecca.peters@dgs.ca.gov">rebecca.peters@dgs.ca.gov</a>
Buyer	Primary Assignment	Backup	Buyer Phone	Buyer Email
Tanya Aviles-Medeiros	BPM Region 4, LA East	Erica Seghesio-Groves	916-376-5139	<a href="mailto:tanya.avilesmedeiros@dgs.ca.gov">tanya.avilesmedeiros@dgs.ca.gov</a>
Cathy Duggan	BPM Cap Historic and Region 2	Sara'Ann Ryan	916-375-4681	<a href="mailto:cathy.duggan@dgs.ca.gov">cathy.duggan@dgs.ca.gov</a>
Robyn Cole	BPM Region 3, RESD non-project, OPSC	Cathy Duggan	916-376-1866	<a href="mailto:robyn.cole@dgs.ca.gov">robyn.cole@dgs.ca.gov</a>
Grace Glover		Cathy Duggan	916-375-4021	<a href="mailto:grace.glover@dgs.ca.gov">grace.glover@dgs.ca.gov</a>
Sara'Ann Ryan	DGS Admin, Exec Office	Robyn Cole	916-375-4952	<a href="mailto:saraann.ryan@dgs.ca.gov">saraann.ryan@dgs.ca.gov</a>
Jason Moore	OFAM, PD, IT back-up, BSC	Dennis Sorge	916-375-4898	<a href="mailto:jason.moore@dgs.ca.gov">jason.moore@dgs.ca.gov</a>
<b>PURCHASING TEAM 3</b>				
MANAGER	RAYMOND ESTEY		916-375-4557	<a href="mailto:raymond.estey@dgs.ca.gov">raymond.estey@dgs.ca.gov</a>
Buyer	Primary Assignment	Backup	Buyer Phone	Buyer Email
Dennis Sorge	IT-all divisions	Jason Moore	916-376-5373	<a href="mailto:dennis.sorge@dgs.ca.gov">dennis.sorge@dgs.ca.gov</a>
Bruce Catalano	BPM Region 1, DSA	Walter Lee	916-376-1877	<a href="mailto:bruce.catalano@dgs.ca.gov">bruce.catalano@dgs.ca.gov</a>
Richard Brown	OSP	Leticia Garcia	916-375-4565	<a href="mailto:richard.brown@dgs.ca.gov">richard.brown@dgs.ca.gov</a>
Dahya Patel	OSP	Nancy Bristow	916-375-4370	<a href="mailto:dahya.patel@dgs.ca.gov">dahya.patel@dgs.ca.gov</a>
Leticia Garcia	OSP	Dahya Patel	916-375-4399	<a href="mailto:leticia.garcia@dgs.ca.gov">leticia.garcia@dgs.ca.gov</a>
Walter Lee	OSP	Bruce Catalano	916-375-4506	<a href="mailto:walter.lee@dgs.ca.gov">walter.lee@dgs.ca.gov</a>
Nancy Bristow	OSP	Dahya Patel	916-375-4385	<a href="mailto:nancy.bristow@dgs.ca.gov">nancy.bristow@dgs.ca.gov</a>



Department of General Services  
Procurement Division  
707 Third Street, Second Floor, West Sacramento, CA 95605  
(916) 375-4400 (800) 559-5529

Broadcast Date: February 18, 2010

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**TO: Agency Secretaries  
Department Directors  
Procurement and Contracting Officers (PCO's)  
Purchasing Authority Contacts (PAC's)**

**RE: Certification Requirement**

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

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

Name	Date
Title	

For any request for services or contract documents currently in the possession of DGS, you may provide this certification by an attachment to an email. If you have questions, please contact your DGS representative.

**From:** [DGSMFP](#)

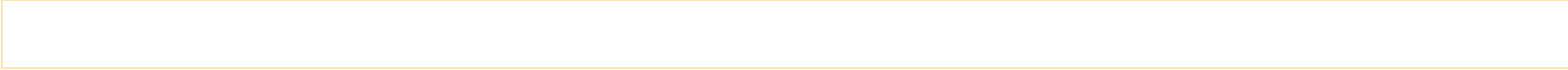
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:46:13 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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# MANAGEMENT MEMO

SUBJECT:	NUMBER:
	MM 07-06
CONTRACTS FOR PRINTING	DATE ISSUED:
	JUNE 21, 2007
REFERENCES: <i>S.E.I.U., ET AL. V. CALIFORNIA OFFICE OF STATE PRINTING;</i> CALIFORNIA CONSTITUTION, ARTICLE VII, SECTIONS 1-3; AND GOVERNMENT CODE § 14612.5	EXPIRES: UNTIL RESCINDED
	ISSUING AGENCY:
	DEPARTMENT OF GENERAL SERVICES

**New Policy** State agencies must now procure printing services through the Office of State Publishing (OSP). Prior to this policy, State agencies were allowed to contract out for printing services. State agencies can continue to do so only if they justify the contract to the State Personnel Board.

This policy does not affect the use of in-house printing and reproduction facilities.

**Who Needs to Review** Deputies for administration, procurement staff, legal staff.

**State Agency Requirements** State agencies must now procure printing services through the OSP or through service contracts. Justifications for the contracting out of printing services must be made under the provisions of Government Code § 19130. Sales tax must still be applied and itemized separately on procurement documents per Revenue and Taxation Code § 6006.

**Background** In a case entitled Service Employees International Union, Local 1000 (CSEA); Jim Hard v. California Office of State Printing, Department of General Services, California State Personnel Board, Sacramento County Superior Court Case No. 05CS01230, the Court found that Government Code §14612.5 is unconstitutional. The Court held that the Section inevitably poses a conflict with the State civil service mandate and the corresponding restrictions on private contracting. The Court further directed the State Personnel Board to review printing contracts under Government Code § 19130 et seq., without regard to the provisions of Government Code § 14612.5.

**Laws Referenced**

- Article VII, Sections 1 - 3 of the California Constitution.
- Government Code §§ 14612.5, 19130 – 19132.
- Service Employees International Union, Local 1000 (CSEA); Jim Hard, v. California Office of State Printing, Department of General Services, California State Personnel Board, Sacramento County Superior Court Case No. 05CS01230, August 10, 2006.
- Public Contract Code § 10335 et seq.
- Revenue and Taxation Code § 6006



## STATE ADMINISTRATIVE MANUAL

### Procedures Or Action Required

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Agencies shall apply either Government Code § 19130 (a), demonstrating that contracting out produces cost savings based on a series of criteria, or (b) a series of exemptions, particularly section (b) 10, which allows for the contracting out of printing services only if "the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose." See Attachment A for a copy of this code section.

Any agency contracting out for printing shall prepare a clear and concise justification statement pursuant to Government Code § 19130.

Government Code § 19130(a) permits contracting to achieve cost savings based on cost calculations specified in that section. Cost comparisons must include an estimate from the Office of State Publishing. Any agency proposing to execute a contract based on cost savings must first notify the State Personnel Board of its intention, pursuant to Title 2, California Code of Regulations Section 547.9 et. seq.

Government Code § 19130(b) permits contracting for services when the requirements of that section are met. The State Personnel Board may review contracts awarded on the basis of Government Code § 19130(b) by at the request of an employee organization representing state employees. In order to ensure compliance with this section, departments and agencies must first contact the OSP to determine if the OSP can provide the printing services in question.

Attachment B provides a summary of OSP capabilities and delivery timeframes. Please check the OSP website at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) for updates and more detailed information. It is imperative that agencies plan their printing work far enough in advance to allow OSP sufficient time to determine the most efficient delivery options (in house or contracting out). OSP requires three days to produce digital printing. OSP requires a minimum of 10 days to produce lithographic printing. In the event that agencies have to contract outside of OSP for their printing products and services, agencies should review and identify the basis for contracting out for needed services using the permissible criteria contained in Government Code § 19130(b).

Please refer to Attachment C, State Contract Manual § 7.05 for further details.

State agencies must submit outside printing contracts that exceed \$50,000.00 to the Department of General Services, Office of Legal Services for review and approval.

### Contact

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For further information contact OSP Customer Service:

<http://www.osp.dgs.ca.gov/Doing+Business/Customer+Services+Reps.htm>

or Jacque Mooney, Customer Service Manager

Phone Number: (916) 323-5098

E-mail address: [Jacque.Mooney@dgs.ca.gov](mailto:Jacque.Mooney@dgs.ca.gov)

Original SAM Management Memo signed by Will Bush, Interim Director

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Will Bush, Interim Director

Signature

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# **STATE ADMINISTRATIVE MANUAL**

## **Attachments:**

**Attachment A: Government Code § 19130**

**Attachment B: Office of State Publishing Capabilities and Delivery Timeframes**

**Attachment C: State Contract Manual §7.05**

GOVERNMENT CODE SECTION 19130

19130. The purpose of this article is to establish standards for the use of personal services contracts.

(a) Personal services contracting is permissible to achieve cost savings when all the following conditions are met:

(1) The contracting agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the state, provided that:

(A) In comparing costs, there shall be included the state's additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.

(B) In comparing costs, there shall not be included the state's indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed in state service. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities, and materials.

(C) In comparing costs, there shall be included in the cost of a contractor providing a service any continuing state costs that would be directly associated with the contracted function. These continuing state costs shall include, but not be limited to, those for inspection, supervision, and monitoring.

(2) Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not significantly undercut state pay rates.

(3) The contract does not cause the displacement of civil service employees. The term "displacement" includes layoff, demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same class and general location.

(4) The contract does not adversely affect the state's affirmative action efforts.

(5) The savings shall be large enough to ensure that they will not be eliminated by private sector and state cost fluctuations that could normally be expected during the contracting period.

(6) The amount of savings clearly justify the size and duration of the contracting agreement.

(7) The contract is awarded through a publicized, competitive bidding process.

(8) The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination, affirmative action standards.

(9) The potential for future economic risk to the state from potential contractor rate increases is minimal.

(10) The contract is with a firm. A "firm" means a corporation,

partnership, nonprofit organization, or sole proprietorship.

(11) The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by state government.

(b) Personal services contracting also shall be permissible when any of the following conditions can be met:

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

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

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

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

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

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

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

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

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

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

(c) All persons who provide services to the state under conditions the board determines constitute an employment relationship shall, unless exempted from civil service by Section 4 of Article VII of the California Constitution, be retained under an appropriate civil service appointment.

## Office of State Publishing Capabilities and Delivery Timeframes

### Office of State Publishing Procedures

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The Office of State Publishing (OSP) produces internally everything that it is equipped to produce and outsources only those jobs that it either cannot produce at all or cannot produce within customer time frames. OSP evaluates printing requests based on customer need, labor availability, and equipment capacities.

The list of services OSP provides, production time frames for OSP products, and a list of services that OSP does not provide are noted below. Products and services not provided by OSP are automatically exempt under Government Code section 19130(b). Products and services that must be produced in less time than OSP's published minimum production timelines will not be able to be produced by OSP. Agencies and departments will have to obtain those products and services elsewhere. For those products that OSP does produce, State agencies must contact OSP to determine if OSP can provide the printing services in question.

### Office of State Publishing Services

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**Graphic Design:** The practice or profession of designing print or electronic forms of visual information, as for an advertisement, publication, or website.

**Desktop Publishing:** The design and production of documents using personal computers with graphics capability.

**Typesetting and Composition:** The act or art of setting type and/or the combining of distinct parts or elements to form a whole document.

**Electronic Pre-press:** Preparing provided electronic files for press production including color correction, trapping and imposition.

**Digital Printing:** High speed copying in color or black and white from an electronic file or hard copy original. Excludes digital printing with delivery points outside of the Sacramento area.

**Forms:** A document with blanks for the insertion of details or information in either single or multiple parts. Excludes multi-part snap out or continuous forms with quantities under 5,000.

**Poster:** A large, printed placard, bill, or announcement, often illustrated, that is posted to advertise or publicize something.

**Brochure:** A small booklet or pamphlet, often containing promotional material or product information.

**Flyer:** An advertisement (usually printed on a page or in a leaflet) intended for wide distribution.

**Publication:** A copy of a printed work offered for distribution, usually a multiple page bound document.

**Presentation Folders:** A flexible cover folded in the center with or without glued pockets and used as a holder for loose documents. Minimum order of 5,000.

**Stationary or Letterhead:** A single sheet with a name, address and phone number used for letter writing. Minimum order of 5,000.

**Variable Data Printing:** The process of personalizing a printed piece using names, addresses or images contained within a database.

**Envelopes:** A flat paper container, especially for a letter, usually having a gummed flap.

**Mass Mailing Services:** A batch of mail dispatched at one time by a sender.

**Advertising in State Publications:** Placing paid advertising into any mass distributed printed material for the purpose of defraying the production cost of that material.

### **Office of State Publishing Production Timeframes**

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The following are the general timeframes needed for scheduling printing:

**Digital Print** – Short run digital print/copy jobs can be completed in 3 to 7 work days from receipt of the job. Shorter time frames should be vended out.

**Lithographic Print Services** – Generally 10 to 30 days from *ok to print*. Variables include availability of stock, equipment, and size of printing project.

**NOTE:** Schedules for extremely large or complicated print jobs require planning several months in advance to insure availability of stock and equipment time. Estimated production times, quantity limitations and equipment availability are subject to change based on overall plant workload, labor availability, and maintenance schedules. Upon request, OSP will evaluate printing requests based on customer need, labor availability, and equipment capacities.

***Services Not Provided by the Office of State Publishing***

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The following services must be purchased from an outside vendor:

**Multi-stitched forms:** Receipt books.

**Engraving:** A printing process that involves carving, cutting, or etching into a printing plate.

**Foil Stamping:** The process of applying foil to a printed or blank piece of paper, card stock or cover material.

**Die Cutting:** The process of using sharp steel rules to cut shapes for labels, boxes, presentation folders and containers.

**Thermography:** A process for producing raised lettering, as on stationery or calling cards, by application of a powder that is fused by heat to the fresh ink.

**Laminating:** A plastic film bonded by heat and pressure to a printed sheet for protection or appearance.

**MICR Printing:** Magnetic ink character recognition.

**Case Binding:** Hard covers produced using board, leather, or pliable man-made materials.

**Spiral Binding:** A book bound with wires in a spiral form inserted through holes punched along the binding side.

**Coil Binding:** Similar to spiral binding with the wires and punches in a slightly different configuration.

**Wire-O Binding:** Similar to spiral binding with the wires and punches in a slightly different configuration.

**Lay-Flat Binding:** A type of perfect binding (glued spine) that allows the book to lay flat when opened.

**Adhesive Labels:** Mailing labels or other types of labels with gummed adhesives or peel off backing.

**Carbon Forms:** Forms with sheets of carbon material inserted between parts for the purpose of making long-term multiple copies.

82 STATE CONTRACTING MANUAL 10/2005

**7.05 • CIVIL SERVICE CONSIDERATIONS**

(Rev 3/03)

**A. Basic considerations are as follows:**

1. Contracting for Personal Services, in lieu of using civil service personnel is permitted only if the standards outlined in GC § 19130 (a) or (b) are met. See 2 and 3 below.
2. Section 19130(a) permits contracting for personal services to achieve cost savings. Any state agency proposing to execute a contract based on cost savings to the state as justification for not using civil service personnel, must first notify the State Personnel Board of its intention. (GC § 19130(a)). Section 547.71 of the SPB regulations provide that the cost savings achieved shall be either 10% or more of the civil service costs of performance or shall be \$50,000 in 1988 dollars and at least 5% of the civil service cost of performance. The 1988 dollar equivalent for the calendar year 2002 is at least \$75,000.
3. Section 19130(b) permits contracting for personal services when any of the requirements of 19130(b) are met. See also SPB Regulations 2 CCR § 547.60
4. Departments or agencies submitting a proposed contract to DGS for approval must retain all data and information relevant to the contract and necessary for a specific application of the standards set forth in GC § 19130(a) in the event that the State Personnel Board's review is requested. For standards of review see PCC § 10337.
5. GC § 19130(c) requires that all persons who provide services to the state under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment. Therefore, state law and policy require that each state agency's contract for services with individuals be executed and administered in a manner consistent with the establishment of an independent contractor status when a civil service appointment is not intended.

**B. Contracts awarded on the basis of GC § 19130(b) are subject to review at the request of an employee organization representing state employees. For standards of review see PCC § 10337.**

**C. Contracting out for services is permissible when any of the conditions set out in GC § 19130(b) can be met.**

**D. SPB regulations require agencies, when submitting contracts let under GC § 19130(b) for DGS approval, to attach a written justification that includes specific and detailed factual information that demonstrates how the contract meets one or more of the conditions specified in GC § 19130 (b). (See [www.spb.ca.gov](http://www.spb.ca.gov)).**





# MEMORANDUM

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**Date:** February 1, 2008

**To:** All Agency Secretaries  
All Board and Commission Heads  
All Department Directors

**From:** Department of General Services  
Office of State Publishing

**Subject:** DGS MANAGEMENT MEMO 07-06 (updated Frequently Asked Questions)

The purpose of this memorandum is to provide further clarification for Management Memo 07-06 regarding the acquisition of printing services as a consequence of the recent court decision, which overturned a statute that determined printing was not a personal service.

**What has changed at this time?**

The procedure for entering into printing service contracts has changed. As a result of the Court's decision, state agencies that contract for printing must do so under the services contract provisions of Public Contract Code 10335 et seq. and must justify contracting out for those services subject to the conditions of GC Section 19130 (a) or (b).

**What printing projects must I send to the Office of State Publishing (OSP)?**

All printing projects must now be submitted to the OSP. The OSP will offer to produce all printing that conforms to the OSP's equipment, available inventory, and scheduled resources. Printing projects that are not suitable may be procured through the OSP or a requesting agency will be provided a numbered authorization for exemption to procure the printing project individually. Printing services can also be contracted with an outside vendor when Government Code Section 19130 (a) or (b) conditions have been satisfied.

**How will OSP schedule agencies work?**

Agencies are responsible to provide OSP with complete job specifications in accordance with OSP's Production Timeframes (Attachment A). This should include any substantiation for statutory, legal or mandated deadlines. These timeframes allow OSP to review the specifications of each individual printing project and establish a schedule in advance of beginning production. Customer changes in scope, and schedules, will be conveyed through the assigned Customer Service Representative (CSR) as soon as practical.

**Can I contract with a private printer instead of the OSP?**

Only when an exemption is given by OSP. Agencies are responsible to provide OSP with complete job specifications in accordance with OSP's Production Timeframes (Attachment A). This should include any substantiation for statutory, legal or mandated deadlines. OSP will issue exemptions on an individual basis, for projects that do not conform to the OSP's equipment, available inventory, and scheduled resources. To contract with a private printer you must have a numbered authorization for exemption from OSP.

**How do I request an exemption?**

Your requests for exemption should be directed through your Customer Service Representative (CSR). If you do not know your CSR's phone number, you may also contact the Customer Service unit by calling (916) 445-5386 or toll free (800) 963-7860 or visit our website at [www.dgs.ca.gov/osp](http://www.dgs.ca.gov/osp)

**How long does an exemption decision take?**

The OSP has established an internal process to review agency requests and respond to their request within two business days after receipt of complete job specifications. OSP's goal is to provide a same day response when possible. The OSP will partner with the agency to see that their printing needs are met. The intent is to provide customers with the best printing options to meet their needs.

**What happens if I contract with a private printer without an OSP authorization for exemption?**

All exemptions will be recorded and reported to the DGS Office of Legal Services (OLS) Non-compliance with Management Memo 07-06 may result in non-approval of a contract by the OLS and non-payment of your contract invoices. In the best interest of your vendor and your agency, it is imperative that you obtain a numbered authorization for exemption from the OSP.

**What happens if OSP commits to a project and then decides to vend the project out?**

If OSP determines that the project is best suited for OSP equipment but later is governed to produce another project, OSP will vend the committed project on your behalf and will waive the OSP procurement fee. A requesting agency can also be provided a numbered authorization for exemption to procure the printing project individually.

**Does this management memo apply to printing only?**

The management memo and the court decision specifically address printing contracts, however other services provided by the OSP, such as mass mailing are also subject to GC 19130. See the Office of State Publishing Services (Attachment A) or contact your assigned CSR for further information. The court decision and GC 19130 are the controlling factors, not the management memo.

**How does this impact GC14838.5, permitting small business purchases?**

GC 14838.5 does not supercede GC 19130. You must first comply with GC 19130 (a) or (b). You must obtain an exemption from the OSP before any application of GC 14838.5 may be considered.

**Now that printing is considered a service rather than a commodity and my printing project is vended out to a private printer, will I be charged sales tax?**

Yes, even though printing will be procured as a service, sales tax must still be applied and itemized separately on the agency's invoice or procurement document per Revenue and Taxation Code 6006.

**Can printing projects worth less than \$5,000 be contracted out?**

No. All printing projects must be submitted to the OSP for retention or exemption.

**Can I send printing projects to Prison Industry Authority (PIA) without getting an exemption from the OSP?**

Yes. A numbered authorization for exemption is not required from the OSP before sending printing projects to PIA.

Enclosure: Management Memo 07-06

**From:** [DGSMFP](#)

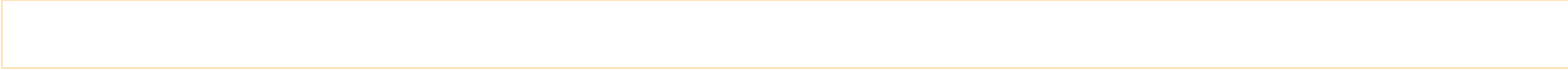
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:45:21 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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NFPA Part 3

For PD Use only  
NCB #: 5145

### NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

Requesting Department Information			
<b>Agency:</b> State and Consumer Services Agency		<b>Agency Secretary/Immediate Next Ranking Official:</b> Secretary Bill Leonard/Undersecretary Tom Sheehy <small>(Type names. Do not sign. Must be same as signature below.)</small>	
<b>Department:*</b> California Building Standards Commission  <small>(*Includes Boards, Commissions, and Associations)</small>		<b>Director/Immediate Next Ranking Official:</b> Executive Director Dave Walls/Staff Services Manager I Katrina Benny <small>(Type names. Do not sign. Must be same as signature below. May be Executive Director, Chief Executive Officer, Executive Secretary, etc.)</small>	
<b>Institution (if applicable):</b>			
Department Contact Information			
<b>Contact Name:</b> Katrina Benny		<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento, California 95833	
<b>Telephone:</b> (916) 263-0916		<b>Mailing Address:</b> Same as above	
<b>FAX:</b> (916) 263-0959			
<b>E-Mail:</b> Katrina.Benny@dgs.ca.gov			
Required Contract Information			
<b>Contractor Name:</b> National Fire Protection Association (NFPA)			
<b>Contractor Address:</b> 5001 E. Philadelphia Street, Ontario, California 91761			
<b>Original Contract Amount:*</b> \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:*</b> (if applicable) \$ N/A <small>(*Current amendment only)</small>	<b>New Contract Amount: *</b> \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>
<b>Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:</b> NFPA will provide services for the publication of the 2013 triennial edition of California Code of Regulations, Title 24, Part 3 (California Electrical Code), and all supplements and errata to this Part.			
Contract Type and Term			
<b>Contract Type:</b> Select One: <ul style="list-style-type: none"> <li><input type="checkbox"/> Non-IT Goods</li> <li><input checked="" type="checkbox"/> Non-IT Service</li> <li><input type="checkbox"/> IT Goods</li> <li><input type="checkbox"/> IT Service</li> <li><input type="checkbox"/> IT Goods &amp; Services</li> </ul>	<b>Contract Term:</b> Begin: 1/1/11 End: 7/1/15 Explain late contract submittal (services only):	<b>Type of Award:</b> CMAS: _____ Master: _____ Competitive: _____ Form 42: _____	<b>Will this transaction be financed?</b> No <input checked="" type="checkbox"/> Yes _____ If yes, attach the Statement of Compliance to the State Financial Marketplace to this form
Required Approvals			
<b>Department</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Director/Date 8-2-10	<b>Agency</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Agency Secretary/Date 8/19/10	<b>Dept. of General Services</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Director or Designee/Date 12/10/10	

Remit completed form to:

Procurement Division  
One-Time Acquisitions  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

10/26/10  
CA

13-10 Resubmitted 10/26/10  
TJE (Rev 10/08/03)



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

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

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

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

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

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

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

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

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

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

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

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

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

(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

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

**B. PRICE ANALYSIS**

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

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

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

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

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



**CONTRACT ADVERTISING EXEMPTION REQUEST**

(IN CALIFORNIA STATE CONTRACTS REGISTER)

STD. 821 (REV. 4-94)

NCB#5145

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

TYPE OF REQUEST (Check one) <input checked="" type="checkbox"/> SOLE SOURCE CONTRACT	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	SERVICE TYPE <input checked="" type="checkbox"/> NON-EDP/TELECOM RELATED SERVICE	<input type="checkbox"/> EDP/TELECOM RELATED SERVICES
---	---	---	---

<b>DEPARTMENTAL CONTACT INFORMATION</b>	<b>AGENCY BILLING CODE</b> 30140
---	----------------------------------

NAME: Katrina Benny DEPARTMENT: California Building Standards Commission DIVISION: ADDRESS: 2525 Natomas Park Drive, Suite 130 CITY, STATE, ZIP CODE: Sacramento, CA 95833	IMS CODE: C-11	CONTRACT DESCRIPTION Publication contract for the publication of the 2013 triennial edition of California Code of Regulations, Title 24, Part 3, and all supplements and errata to this Part
--	----------------	---

TELEPHONE NUMBER (Not CALNET-Include Area Code) (916) 263-0916
---

CONTRACT NUMBER	AMENDMENT NUMBER (If Applicable)	CONTRACT AMOUNT \$ 0.00	AMENDMENT AMOUNT (If Applicable) \$	CONTRACT PERIOD 1/1/11 - 7/1/15
-----------------	----------------------------------	----------------------------	--	------------------------------------

PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A SOLE SOURCE CONTRACT IS PROPOSED	CONTRACTOR'S NAME National Fire Protection Association	FEDERAL EMPLOYER IDENTIFICATION NO.
	CONTRACTOR'S ADDRESS (Number, Street) 1 Batterymarch Park	
	(City) Quincy	(State) MA
	(ZIP Code) 02169-7471	

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

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)  
 The California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on a model building code, the National Electrical Code (NEC). The California Electrical Code includes both provisions of the NEC and amendments to the NEC adopted by California.

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

AUTHORIZED SIGNATURE <i>Joe Wells</i>	OFFICE OF PROCUREMENT USE ONLY		
TELEPHONE NUMBER (916) 263-0916	CALNET 8-435-0916	DATE SIGNED 08/02/10	ACTION TAKEN ON REQUEST <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)
AUTHORIZED SIGNATURE <i>Mark J...</i>		DATE SIGNED 12/10/10	

SEND TO:  
 NAME: Procurement Division  
 DEPARTMENT: Department of General Services  
 DIVISION: 707 Third Street, 2<sup>nd</sup>  
 ADDRESS: West Sacramento, CA 95605  
 CITY, STATE, ZIP CODE

IMS CODE Z1 UC	COMMENTS 26 2010
<b>RECEIVED</b>	

**BUILDING STANDARDS COMMISSION**

2525 Natomas Park Drive, Suite 130  
Sacramento, CA 95833-2936  
(916) 263-0916  
FAX (916) 263-0959

**MEMORANDUM**

**DATE:** October 20, 2010  
**TO:** DGS – Procurement  
**FROM:** Katrina Benny  
**SUBJECT:** Certification Requirement – NCB, NFPA

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

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

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

 10/20/10  
Katrina Benny  
CBSC Administrative Manager

**From:** [DGSMFP](#)

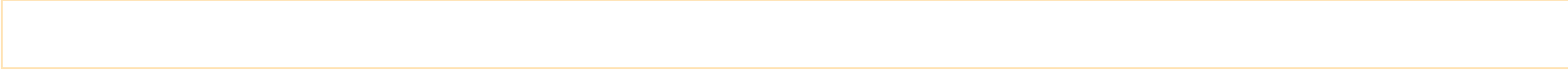
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:44:58 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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*ICC Part 2  
9/10*

For PD Use only  
NCB #: **5143**

### NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

Requesting Department Information			
<b>Agency:</b> State and Consumer Services Agency		<b>Agency Secretary/Immediate Next Ranking Official:</b> Secretary Bill Leonard/Undersecretary Tom Sheehy <small>(Type names. Do not sign. Must be same as signature below.)</small>	
<b>Department:*</b> California Building Standards Commission  <small>(*Includes Boards, Commissions, and Associations)</small>		<b>Director/Immediate Next Ranking Official:</b> Executive Director Dave Walls/Staff Services Manager I Katrina Benny <small>(Type names. Do not sign. Must be same as signature below. May be Executive Director, Chief Executive Officer, Executive Secretary, etc.)</small>	
<b>Institution (if applicable):</b>			
Department Contact Information			
<b>Contact Name:</b> Katrina Benny		<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento, California 95833	
<b>Telephone:</b> (916) 263-0916		<b>Mailing Address:</b> Same as above	
<b>FAX:</b> (916) 263-0959			
<b>E-Mail:</b> Katrina.Benny@dgs.ca.gov			
Required Contract Information			
<b>Contractor Name:</b> International Code Council (ICC)			
<b>Contractor Address:</b> 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3405			
<b>Original Contract Amount:*</b> \$0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:*</b> (if applicable) \$ N/A <small>(*Current amendment only)</small>	<b>New Contract Amount: *</b> \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>
<b>Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:</b> ICC will provide services for the publication of the 2013 triennial edition of California Code of Regulations, Title 24, Parts 2 (California Building Code), 9 (California Fire Code), 10 (California Code for Building Conservation), and all supplements and errata to these Parts. <span style="float: right; color: blue; font-size: 1.2em;"><i>25 Residential Code</i></span>			
Contract Type and Term			
<b>Contract Type:</b> Select One: <input type="checkbox"/> Non-IT Goods <input checked="" type="checkbox"/> Non-IT Service <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services	<b>Contract Term:</b> Begin: 1/1/11 End: 7/1/15 <b>Explain late contract submittal (services only):</b>	<b>Type of Award:</b> CMAS: _____ Master: _____ Competitive: _____ Form 42: _____	<b>Will this transaction be financed?</b> No <input checked="" type="checkbox"/> Yes _____  If yes, attach the Statement of Compliance to the State Financial Marketplace to this form
Required Approvals			
<b>Department</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Dave Walls</i> 8-2-10 Director/Date	<b>Agency</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Tom Sheehy</i> 8/19/10 for Agency Secretary/Date	<b>Dept. of General Services</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Mark Dant</i> 12/10/10 Director or Designee/Date	

Remit completed form to:

Procurement Division  
One-Time Acquisitions  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

*1.3/10 Resubmitted  
10/26/10  
10/26/10  
(Rev 10/08/03)*

*10/26/10  
CA*



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

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

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

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

The California Building Code (CBC), California Fire Code (CFC), and California Code for Building Conservation (CCBC) will be based on three model building codes, the International Building Code (IBC), the International Fire Code (IFC), and the International Existing Building Code (IEBC), respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

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

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

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

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

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

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

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

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

(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

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

**B. PRICE ANALYSIS**

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

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

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

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

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

**CONTRACT ADVERTISING EXEMPTION REQUEST**

(IN CALIFORNIA STATE CONTRACTS REGISTER)

STD . 821 (REV.4-94)

*NOB#5143*

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

TYPE OF REQUEST (Check one)		SERVICE TYPE	
<input checked="" type="checkbox"/> SOLE SOURCE CONTRACT	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	<input checked="" type="checkbox"/> NON-EDP/TELECOM RELATED SERVICE	<input type="checkbox"/> EDP/TELECOM RELATED SERVICES

<b>DEPARTMENTAL CONTACT INFORMATION</b>	<b>AGENCY BILLING CODE</b> 30140
---	----------------------------------

NAME: Katrina Benny DEPARTMENT: California Building Standards Commission DIVISION: ADDRESS: 2525 Natomas Park Drive, Suite 130 CITY, STATE, ZIP CODE: Sacramento, CA 95833	IMS CODE: C-11 CONTRACT DESCRIPTION: Publication contract for the publication of the 2013 triennial edition of California Code of Regulations, Title 24, Parts 2, 9 and 10, and all supplements and errata to these Parts
--	--

TELEPHONE NUMBER (Not CALNET-Include Area Code) (916) 263-0916	
---	--

CONTRACT NUMBER	AMENDMENT NUMBER (if Applicable)	CONTRACT AMOUNT \$ 0.00	AMENDMENT AMOUNT (if Applicable) \$	CONTRACT PERIOD 1/1/11 - 7/1/15
-----------------	----------------------------------	----------------------------	--	------------------------------------

PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A SOLE SOURCE CONTRACT IS PROPOSED	CONTRACTOR'S NAME International Code Council	FEDERAL EMPLOYER IDENTIFICATION NO.
	CONTRACTOR'S ADDRESS (Number, Street) 5203 Leesburg Pike, Suite 600	
	(City) Falls Church	(State) VA

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

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)

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

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

AUTHORIZED SIGNATURE <i>Dave Wells</i>	OFFICE OF PROCUREMENT USE ONLY ACTION TAKEN ON REQUEST <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)
---	---

TELEPHONE NUMBER (916) 263-0916	CALNET 8-435-0916	DATE SIGNED 08/02/10	DATE SIGNED 12/10/10
------------------------------------	----------------------	-------------------------	-------------------------

SEND TO: NAME: Procurement Division DEPARTMENT: Department of General Services DIVISION: 707 Third Street, 2 <sup>nd</sup> ADDRESS: West Sacramento, CA 95605	IMS CODE: Z-1 COMMENTS: OCT 26 2010 RECEIVED
---	--



**BUILDING STANDARDS COMMISSION**

2525 Natomas Park Drive, Suite 130  
Sacramento, CA 95833-2936  
(916) 263-0916  
FAX (916) 263-0959

**MEMORANDUM**

**DATE:** October 20, 2010  
**TO:** DGS – Procurement  
**FROM:** Katrina Benny  
**SUBJECT:** Certification Requirement – NCB, ICC Part 2, 9 and 10

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

The California Building Code (CBC), California Fire Code (CFC), and California Code for Building Conservation (CCBC) will be based on three model building codes, the International Building Code (IBC), the International Fire Code (IFC), and the International Existing Building Code (IEBC), respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

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

A handwritten signature in black ink that reads "Katrina Benny".

Katrina Benny  
CBSC Administrative Manager

10/20/10

**From:** [DGSMFP](#)

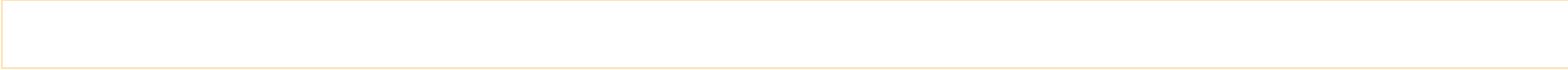
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:44:23 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

---



*BCC - Part II*

For PD Use only  
NCB #: **5146**

## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

Requesting Department Information			
<b>Agency:</b> State and Consumer Services Agency	<b>Agency Secretary/Immediate Next Ranking Official:</b> Secretary Bill Leonard/Undersecretary Tom Sheehy <small>(Type names. Do not sign. Must be same as signature below.)</small>		
<b>Department:*</b> California Building Standards Commission  <small>(*Includes Boards, Commissions, and Associations)</small>	<b>Director/Immediate Next Ranking Official:</b> Executive Director Dave Walls/Staff Services Manager I Katrina Benny <small>(Type names. Do not sign. Must be same as signature below. May be Executive Director, Chief Executive Officer, Executive Secretary, etc.)</small>		
<b>Institution (if applicable):</b>			
Department Contact Information			
<b>Contact Name:</b> Katrina Benny	<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento, California 95833		
<b>Telephone:</b> (916) 263-0916			
<b>FAX:</b> (916) 263-0959	<b>Mailing Address:</b> Same as above		
<b>E-Mail:</b> Katrina.Benny@dgs.ca.gov			
Required Contract Information			
<b>Contractor Name:</b> International Code Council (ICC)			
<b>Contractor Address:</b> 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3405			
<b>Original Contract Amount:*</b> \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:*</b> (if applicable) \$ N/A <small>(*Current amendment only)</small>	<b>New Contract Amount: *</b> \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>
<b>Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:</b>			
ICC will provide services for the publication of the triennial edition (2013) of California Code of Regulations, Title 24, Part 11 (California Green Building Standards Code), and all supplements and errata to this part.			
Contract Type and Term			
<b>Contract Type:</b> Select One: <input type="checkbox"/> Non-IT Goods <input checked="" type="checkbox"/> Non-IT Service <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services	<b>Contract Term:</b> Begin: 1/1/11 End: 7/1/15 Explain late contract submittal (services only):	<b>Type of Award:</b> CMAS: _____ Master: _____ Competitive: _____ Form 42: _____	<b>Will this transaction be financed?</b> No <input checked="" type="checkbox"/> Yes _____  If yes, attach the Statement of Compliance to the State Financial Marketplace to this form
Required Approvals			
<b>Department</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Tom Sheehy</i> 8-2-10 <small>Director/Date</small>	<b>Agency</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Tom Sheehy</i> 8/19/10 <small>Agency Secretary/Date</small>	<b>Dept. of General Services</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Mark D. ...</i> 12/10/10 <small>Director or Designee/Date</small>	

Remit completed form to: Procurement Division  
One-Time Acquisitions  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

*7/3/10 resubmitted 10/26/10*  
7/3/10  
(Rev 10/08/03)

*10/26/10 CA*



STATE OF CALIFORNIA  
**CONTRACT ADVERTISING EXEMPTION REQUEST**

(IN CALIFORNIA STATE CONTRACTS REGISTER)

STD. 821 (REV. 4-94)

*NCB# 5146*

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

TYPE OF REQUEST (Check one)		SERVICE TYPE	
<input checked="" type="checkbox"/> SOLE SOURCE CONTRACT	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	<input checked="" type="checkbox"/> NON-EDP/TELECOM RELATED SERVICE	<input type="checkbox"/> EDP/TELECOM RELATED SERVICES

<b>DEPARTMENTAL CONTACT INFORMATION</b>		<b>AGENCY BILLING CODE</b> 30140	
NAME: <b>Katrina Benny</b> DEPARTMENT: <b>California Building Standards Commission</b> DIVISION: ADDRESS: <b>2525 Natomas Park Drive, Suite 130</b> CITY, STATE, ZIP CODE: <b>Sacramento, CA 95833</b>		CONTRACT DESCRIPTION <b>Publication contract for the publication of the next triennial edition of California Code of Regulations, Title 24, Part 11, and all supplements and errata to this part</b>	
IMS CODE: <b>C-11</b>		TELEPHONE NUMBER (Not CALNET-Include Area Code) <b>(916) 263-0916</b>	

CONTRACT NUMBER	AMENDMENT NUMBER (if Applicable)	CONTRACT AMOUNT \$ 0.00	AMENDMENT AMOUNT (if Applicable) \$	CONTRACT PERIOD 1/1/11 - 7/1/15
PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A SOLE SOURCE CONTRACT IS PROPOSED	CONTRACTOR'S NAME <b>International Code Council</b>			FEDERAL EMPLOYER IDENTIFICATION NO.
	CONTRACTOR'S ADDRESS (Number, Street) <b>500 New Jersey Avenue, 6<sup>th</sup> floor</b>			
	(City) <b>Washington,</b>	(State) <b>D.C.</b>	(ZIP Code) <b>20001-2070</b>	

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

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)  
 The California Green Building Standards Code (California Code of Regulations, Title 24, Part 11) is not based on a model building code. In an advice letter dated June 6, 2001, from the Department of Justice, it was stated that, "if it obtains the appropriate administrative approvals, the [California Building Standards] Commission may arrange for publication of [all parts of] the [California] Building Standards Code on a sole-source basis." The reasoning given was that it may be more cost effective and there would be more uniformity if the non-model code based parts were published by one of the model code publishers publishing the model code based parts.

AUTHORIZED SIGNATURE <i>Don Wells</i>		OFFICE OF PROCUREMENT USE ONLY	
TELEPHONE NUMBER <b>(916) 263-0916</b>		ACTION TAKEN ON REQUEST <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)	
CALNET <b>8-435-0916</b>	DATE SIGNED <b>08/02/10</b>	AUTHORIZED SIGNATURE <i>[Signature]</i>	DATE SIGNED <b>12/10/10</b>
SEND TO: NAME: <b>Procurement Division</b> DEPARTMENT: <b>Department of General Services</b> DIVISION: <b>707 Third Street, 2<sup>nd</sup></b> ADDRESS: <b>West Sacramento, CA 95605</b>		COMMENTS <b>OCT 26 2010</b> <b>RECEIVED</b>	

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

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

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

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

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

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

The publication of non-model code based parts was competitively bid, prior to DOJ's letter. No publisher could outbid the model code publishing organization, which bid to publish these codes for no money. After a few years, the model code publishing organization became the only bidder.

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

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

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

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

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

(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

The publication of non-model code based parts was competitively bid, prior to DOJ's letter. No publisher could outbid the model code publishing organization, which bid to publish these codes for no money. After a few years, the model code publishing organization became the only bidder.

**B. PRICE ANALYSIS**

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

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

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

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

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



**BUILDING STANDARDS COMMISSION**

2525 Natomas Park Drive, Suite 130  
Sacramento, CA 95833-2936  
(916) 263-0916  
FAX (916) 263-0959

**MEMORANDUM**

**DATE:** October 20, 2010  
**TO:** DGS – Procurement  
**FROM:** Katrina Benny  
**SUBJECT:** Certification Requirement – NCB, ICC Part 11

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

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

A handwritten signature in black ink that reads 'Katrina Benny'.

Katrina Benny  
CBSC Administrative Manager

10/20/10



**From:** [DGSMFP](#)

**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:43:59 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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ICC - Part 1-6-7-8-12

For PD Use only  
NCB # 5144

### NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

Requesting Department Information			
<b>Agency:</b> State and Consumer Services Agency	<b>Agency Secretary/Immediate Next Ranking Official:</b> Secretary Bill Leonard/Undersecretary Tom Sheehy <small>(Type names. Do not sign. Must be same as signature below.)</small>		
<b>Department:*</b> California Building Standards Commission  <small>(*Includes Boards, Commissions, and Associations)</small>	<b>Director/Immediate Next Ranking Official:</b> Executive Director Dave Walls/Staff Services Manager I Katrina Benny <small>(Type names. Do not sign. Must be same as signature below. May be Executive Director, Chief Executive Officer, Executive Secretary, etc.)</small>		
<b>Institution (if applicable):</b>			
Department Contact Information			
<b>Contact Name:</b> Katrina Benny	<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento, California 95833		
<b>Telephone:</b> (916) 263-0916			
<b>FAX:</b> (916) 263-0959	<b>Mailing Address:</b> Same as above		
<b>E-Mail:</b> Katrina.Benny@dgs.ca.gov			
Required Contract Information			
<b>Contractor Name:</b> International Code Council (ICC)			
<b>Contractor Address:</b> 5203 Leesburg Pike, Suite 600, Falls Church, Virginia 22041-3405			
<b>Original Contract Amount:*</b> \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:*</b> (if applicable) \$ N/A <small>(*Current amendment only)</small>	<b>New Contract Amount: *</b> \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>
<b>Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:</b>			
ICC will provide services for the publication of the next triennial edition of California Code of Regulations, Title 24, Parts 1 (California Building Standards Administrative Code), 6 (California Energy Code), 7 (California Elevator Safety Construction Code), 8 (California Historical Building Code), 12 (California Referenced Standards Code), and all supplements and errata to these Parts. <span style="float: right;">part 11?</span>			
Contract Type and Term			
<b>Contract Type:</b> Select One: <input type="checkbox"/> Non-IT Goods <input checked="" type="checkbox"/> Non-IT Service <input type="checkbox"/> IT Goods <input type="checkbox"/> IT Service <input type="checkbox"/> IT Goods & Services	<b>Contract Term:</b> Begin: 1/1/11 End: 7/1/15 Explain late contract submittal (services only):	<b>Type of Award:</b> CMAS: _____ Master: _____ Competitive: _____ Form 42: _____	<b>Will this transaction be financed?</b> No <input checked="" type="checkbox"/> Yes _____  If yes, attach the Statement of Compliance to the State Financial Marketplace to this form
Required Approvals			
<b>Department</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Tom Walls</i> 8-2-10 Director/Date	<b>Agency</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Tom Sheehy</i> 8/19/10 Agency Secretary/Date	<b>Dept. of General Services</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>Mark Deak</i> 12/10/10 Director or Designee/Date	

Remit completed form to:

Procurement Division  
One-Time Acquisitions  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95805

10/26/10  
CA

10/3/10 Resubmitted  
10/26/10  
X



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

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

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

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

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

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

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

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

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

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

(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

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**B. PRICE ANALYSIS**

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

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

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

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

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

*Valent*

**CONTRACT ADVERTISING EXEMPTION REQUEST**

(IN CALIFORNIA STATE CONTRACTS REGISTER)

STD . 821 (REV.4-94)

NCB# 5144

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

TYPE OF REQUEST (Check one)		SERVICE TYPE	
<input checked="" type="checkbox"/> SOLE SOURCE CONTRACT	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	<input checked="" type="checkbox"/> NON-EDP/TELECOM RELATED SERVICE	<input type="checkbox"/> EDP/TELECOM RELATED SERVICES

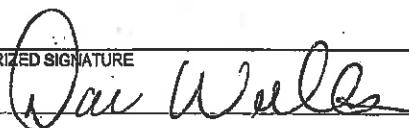
<b>DEPARTMENTAL CONTACT INFORMATION</b>		<b>AGENCY BILLING CODE</b> 30140
NAME: Katrina Benny DEPARTMENT: California Building Standards Commission DIVISION: ADDRESS: 2525 Natomas Park Drive, Suite 130 CITY, STATE, ZIP CODE: Sacramento, CA 95833		CONTRACT DESCRIPTION Publication contract for the publication of the next triennial edition of California Code of Regulations, Title 24, Parts 1, 6, 7, 8 and 12 and all supplements and errata to these Parts  TELEPHONE NUMBER (Not CALNET-include Area Code) (916) 263-0916


CONTRACT NUMBER	AMENDMENT NUMBER (If Applicable)	CONTRACT AMOUNT \$ 0.00	AMENDMENT AMOUNT (If Applicable) \$	CONTRACT PERIOD 1/1/11 - 7/1/15
PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A SOLE SOURCE CONTRACT IS PROPOSED	CONTRACTOR'S NAME International Code Council			FEDERAL EMPLOYER IDENTIFICATION NO.
	CONTRACTOR'S ADDRESS (Number, Street) 5203 Leesburg Pike, Suite 600			
	(City) Falls Church	(State) VA	(ZIP Code) 22041-3405	

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

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)

The California Building Standards Administrative Code (California Code of Regulations, Part 1), California Energy Code (California Code of Regulations, Part 6), California Elevator Safety Construction Code (California Code of Regulations, Part 7), California Historical Building Code (California Code of Regulations, Part 8), and California Referenced Standards Code (California Code of Regulations, Part 12) are not based on model building codes. However, in an advice letter dated June 6, 2001, from the Department of Justice, it was stated that, "if it obtains the appropriate administrative approvals, the [California Building Standards] Commission may arrange for publication of [all parts of] the [California] Building Standards Code on a sole-source basis." The reasoning given was that it may be more cost effective and there would be more uniformity if the non-model code based parts were published by one of the model code publishers publishing the model code based parts.

AUTHORIZED SIGNATURE 	OFFICE OF PROCUREMENT USE ONLY
	ACTION TAKEN ON REQUEST <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)

TELEPHONE NUMBER (916) 263-0916	CALNET 8-435-0916	DATE SIGNED 08/02/10	AUTHORIZED SIGNATURE 	DATE SIGNED 12/10/10
------------------------------------	----------------------	-------------------------	---	-------------------------

SEND TO: NAME: Procurement Division DEPARTMENT: Department of General Services DIVISION: 707 Third Street, 2nd ADDRESS: CITY, STATE, ZIP CODE: West Sacramento, CA 95605	IMS CODE Z1	COMMENTS OCT 26 2010 RECEIVED
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**BUILDING STANDARDS COMMISSION**


2525 Natomas Park Drive, Suite 130  
Sacramento, CA 95833-2936  
(916) 263-0916  
FAX (916) 263-0959

**MEMORANDUM**

**DATE:** October 20, 2010  
**TO:** DGS – Procurement  
**FROM:** Katrina Benny  
**SUBJECT:** Certification Requirement – NCB, ICC Part 1, 6, 7, 8 and 12

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

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

  
Katrina Benny  
CBSC Administrative Manager

10/20/10

**From:** [DGSMFP](#)

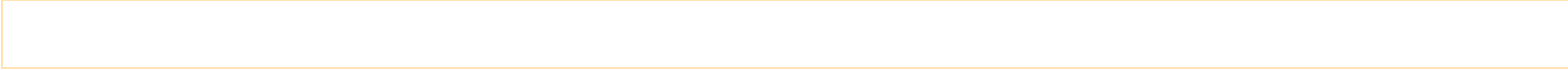
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:43:47 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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2010

Documents



2009 International Fire Code®

First Printing: March 2009

ISBN: 978-1-58001-729-9 (soft-cover edition)

ISBN: 978-1-58001-728-2 (loose-leaf edition)

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by

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PRINTED IN THE U.S.A.

## REVISION MARKINGS

Code changes from the 2006 edition are marked in the margins as follows:

→ An arrow denotes a deletion.

| A vertical denotes a change.

TIA TIA indicates that the revision is the result of a Tentative Interim Amendment  
TIA For further information on tentative interim amendments see Section 5 of the IAPMO  
TIA Regulations Governing Committee Projects available at <http://www.iapmo.org/pages/codedevelopmentprocedures.aspx>  
TIA

NFPA NFPA A reference in brackets [ ] following a section or paragraph indicates material that has  
NFPA NFPA been extracted from another document. This reprinted material is not the complete and  
NFPA NFPA official position of the National Fire Protection Association on the reference subject which  
NFPA NFPA is represented by the standard in its entirety. Text which has been extracted pursuant to  
NFPA NFPA IAPMO's Extract Guidelines is denoted with the use of "NFPA" in the margin. This text  
NFPA NFPA has not been fully processed by IAPMO in accordance with ANSI's public announcement  
NFPA NFPA consensus requirements for an American National Standard (ANS) nor approved by  
NFPA NFPA ANSI's Board of Standards Review, but will be fully processed in accordance with those  
NFPA NFPA requirements as part of the next revision cycle for this document.

Information on referenced publications can be found in Chapter 17.

All pressures used in this code are gauge pressures unless otherwise indicated.

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International Association of Plumbing and Mechanical Officials

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Twenty-Fifth Edition

First Printing, January 2009

ISSN 0733-2335

Published by the International Association of Plumbing and Mechanical Officials

5001 E. Philadelphia Street • Ontario, CA 91761-2816 – USA

Main Phone: (909) 472-4100 • Main Fax: (909) 472-4150



## REVISION MARKINGS

Code changes from the 2006 edition are marked in the margins as follows:

→ An arrow denotes a deletion.

| A vertical denotes a change.

**TIA** TIA indicates that the revision is the result of a Tentative Interim Amendment  
**TIA** For further information on tentative interim amendments see Section 5 of the IAPMO  
**TIA** Regulations Governing Committee Projects available at <http://www.iapmo.org/pages/codedevelopmentprocedures.aspx>  
**TIA**

**NFPA** A reference in brackets [ ] following a section or paragraph indicates material that has  
**NFPA** been extracted from another document. This reprinted material is not the complete and  
**NFPA** official position of the National Fire Protection Association on the reference subject which  
**NFPA** is represented by the standard in its entirety. Text which has been extracted pursuant to  
**NFPA** IAPMO's Extract Guidelines is denoted with the use of "NFPA" in the margin. This text  
**NFPA** has not been fully processed by IAPMO in accordance with ANSI's public announcement  
**NFPA** consensus requirements for an American National Standard (ANS) nor approved by  
**NFPA** ANSI's Board of Standards Review, but will be fully processed in accordance with those  
**NFPA** requirements as part of the next revision cycle for this document.  
**NFPA**

Information on referenced publications can be found in Chapter 14.

All pressures used in this code are gauge pressures unless otherwise indicated.

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2525 Natoma Park Drive, Suite 130  
Sacramento, CA 95833-2936

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California Code of Regulations, Title 24, Part 1

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California Code of Regulations, Title 24, Part 6**

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ISBN 978-1-58001-976-7

Published by

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500 New Jersey Avenue, NW, 6th Floor  
Washington, D.C. 20001  
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California Code of Regulations, Title 24, Part 12**

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**BILL LOCKYER**  
Attorney General

*State of California*  
**DEPARTMENT OF JUSTICE**

# 2

1300 I STREET, SUITE 125  
P.O. BOX 944255  
SACRAMENTO, CA 94244-2550

Public: (916) 445-9555  
Telephone: (916) 324-5467  
Facsimile: (916) 324-8835  
E-Mail: ramon.delaguardia@doj.ca.gov

June 6, 2001

Stanley T. Nishimura  
Executive Director  
California Building Standards Commission  
2525 Natomas Park Drive, Suite 130  
Sacramento, CA 95833-2936

RE: Contracting For Publication of State Building Standards Code

Dear Mr. Nishimura :

You have requested advice on the following question:

**Is the California Building Standards Commission required to seek competitive bids for any part of the California Building Standards Code or may the Commission arrange for publication of the Code on a sole-source basis?**

**CONCLUSION**

**If it obtains the appropriate administrative approvals, the Commission may arrange for publication of the Building Standards Code on a sole-source basis.**

**ANALYSIS**

The *California Building Standards Code* (the *Code*) is published as Title 24 of the California Code of Regulations and is comprised of twelve parts.<sup>1</sup> The Building Standards Law requires the Commission to publish or cause to be published a new edition of the *Code* every three years.<sup>2</sup>

The Commission has adopted three types of building standards: (1) standards directly adopted without change from model codes (un-amended model codes); (2) standards adopting model codes but amending them where necessary to meet California conditions (amended model codes); and, (3) standards written and adopted by California agencies to address particular California concerns that are not addressed in any model code.

The Building Standards law allows the Commission to either incorporate adopted Model Codes by reference or publish them in their entirety, but provides:

“ . . . no textual material contained in any of the model codes, as enumerated in Section 18916, shall be included in the California Building Standards Code by means other than incorporation by reference, unless the commission and the governing body of the organization that publishes the model codes first reach a written agreement concerning

the terms and conditions of the publication, including, but not limited to, whether the publication will be by the commission or the model codes organization or both.”

Health and Safety Code section 18928.1

We are informed that prior to 1989, the State Printer of California published the California Building Standards Code but that the State Printer does not have the resources to publish the *Code*. Furthermore, recent editions of the *Code* have incorporated the text of the

---

<sup>1</sup> The parts of the *California Building Standards Code* are:

- Part 1 -- Building Standards Administrative Code
- Part 2 -- Building Code (based upon the *Uniform Building Code* of the International Conference of Building Officials)
- Part 3 -- Electrical Code (based upon the *National Electrical Code* of the National Fire
- Part 4 -- Mechanical Code (based upon the *Uniform Mechanical Code* of the International Conference of Building Officials)
- Part 5 -- Plumbing Code (based upon the *Uniform Plumbing Code* of the International Association of Plumbing and Mechanical Officials)
- Part 6 -- Energy Code
- Part 7 -- Elevator Safety and Construction Code
- Part 8 -- Historical Code
- Part 9 -- Fire Code (based upon the *Uniform Fire Code* of Western Fire Chiefs Association)
- Part 10 -- Building Conservation Code (based upon the *Uniform Code for Building Conservations* of the International Conference of Building Officials)
- Part 11 -- NOT USED
- Part 12 -- Reference Standards Code

<sup>2</sup>See Health and Safety Code section 18942.



Stanley T. Nishimura  
June 6, 2001  
Page 3

model codes and have been published by the organizations that publish the model code without competitive bidding. The Commission is now preparing to publish the next edition of the *Code*.

The Commission had both the authority and discretion to incorporate the text of the model codes into the *Code*. It is certainly more efficient and useful to include the text of model codes in the official California *Code*. Having the complete text in the *Code* saves users time and money and avoids the delay of cross-referencing.

The contract for publication of the *Code* is a services contract and would ordinarily be subject to the competitive bidding requirements of the Public Contract Code for services contracts. (Pub. Contract Code §§ 1010335 et seq.). However, state agencies may contract for services without competitive bidding provided they comply with the criteria of the Department of General Services for the award of contracts on a non-competitive basis. (Pub. Contract Code §§ 10348, 10339).

The contract for the publication of the *Code* is unique because the Model Code agencies own the copyright to the text of the model codes and the Legislature has directed the Commission to negotiate for the publication of the code. (Health & Saf. Code §18928.1). Because the Commission must negotiate with the authors of the model codes before it can publish the text of the model codes, it is likely that it is more cost effective to award the contract to publish the *Code* on a sole-source basis because it is doubtful a publisher who did not own the copyright to the model codes could print the *Code* for less than the copyright holders.

However, as a state agency, the Commission is subject to the requirements of Executive Order W-103-94 which requires the agency secretary's approval of sole-source contracts and compliance with Department of General Service guidelines<sup>3</sup> for sole-source contracts. There are several parts of the *Code* that are not model codes and for which no outside entity owns the copyright. We cannot determine whether these should be published on a competitive basis or on a sole-source basis. It may be that it is more cost-effective and there would be more uniformity if these parts were published by one of the model code publishers. This is something Commission staff should discuss with the Department of General Services and the Agency Secretary.

Another aspect of the Department of General Services approval are the statutory requirements<sup>4</sup> involving civil service considerations, we recommend you also confirm that the State Printer cannot publish the *Code*.

---

<sup>3</sup> The guidelines are found in DGS Management Memo 96-16 (formerly 94-16) and Section 5.70 of the State Contracting Manual.

<sup>4</sup> See Public Contract Code section 10337, Government Code section 19130.

Stanley T. Nishimura  
June 6, 2001  
Page 4

Sincerely,

RAMON DE LA GUARDIA  
Deputy Attorney General

For BILL LOCKYER  
Attorney General



**Davis, Stephanie**

**From:** Boron-Irwin, Teresa  
**Sent:** Monday, August 02, 2010 4:44 PM  
**To:** Davis, Stephanie  
**Subject:** ncb's

Just reviewed them all, they are good to go forward. Thanks. I know Tom will be missed, but I am so happy for him. t

**Teresa Boron-Irwin**  
*Senior Staff Counsel*

**Office of Legal Services**  
State of California » Department of General Services  
707 3rd Street, 7th Floor, Ste. 7-330, MS - 102  
West Sacramento, CA 95605  
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Phone 916.376-5114  
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**Benny, Katrina**

---

**From:** Walls, Dave  
**Sent:** Tuesday, November 02, 2010 3:20 PM  
**To:** Benny, Katrina; McGowan, Jim; Davis, Stephanie  
**Subject:** contract value  
**Attachments:** contract value.doc

FYI, this is what I provided to Debra Kearns, DGS legal council, during the last issue relating to publication of our codes

In an effort to determine a value of the contract, the California Building Standards Commission (CBSC) has evaluated several areas of cost considerations, as follows:

- CBSC considered direct cost from the publisher. In the publication of the edition of the codes at issue, the publisher, International Code Council (ICC), has stated that it will not charge CBSC to publish the contracted Parts of the California Building Standards Code. This is consistent with previous publication contracts negotiated with ICC (formerly ICBO). CBSC determined there is no cost to the state.
- CBSC contacted the Department of Housing and Community Development (HCD) regarding the cost of recently published Title 25 regulations. HCD's cost for 300 copies of a two-volume publication was \$28,500.00. In comparison to CBSC's publication, the HCD publication only publishes HCD regulations within the document. CBSC, on the other hand, publishes Title 24 regulations together with copyrighted model codes. While this information is helpful, there is no direct information that establishes a cost value to the contract.
- CBSC considered the purchase price of the current model building code verses the purchase price of the current California Building Code (CBC). While the difference is approximately \$38.00, it is difficult to determine if the difference in price is cost recovery or profit. An impact on this cost comparison of the codes is the yet to be determined purchase price of the 2007 CBC. Another caveat in this comparison is that the current CBC is based on the 1997 model building code, which is no longer in publication.

A profit margin on each book was not available.

The publication organization will not charge the State of California for the publication services nor will the State receive royalties from sales. The actual cash value of the contract to the State of California is nil and a perceived value is indeterminate, but an estimated value probably would be in excess of \$5,000.

**Benny, Katrina**

**From:** Matthews, Chris  
**Sent:** Friday, December 03, 2010 1:16 PM  
**To:** Benny, Katrina  
**Subject:** Exemption Approval Template (54)  
**Attachments:** image001.png



## **M E M O R A N D U M**

**Date:** 12/03/10

**To:** Printing Procurement Buyers  
All State Agencies

**Request for Printing Services**  
**No. 12-03-000-50-03294**

**From:** Department of General Services  
Office of State Publishing

**Reviewed by: Chris Matthews**

**Subject: REQUEST FOR PRINTING SERVICES**

The Office of State Publishing has reviewed the specifications and delivery time frames for the project below and has determined that it cannot be produced in-house at OSP(3). Please keep this notice with related contracting information as your documentation. If there are any questions, please contact your OSP Customer Service Representative. <http://www.osp.dgs.ca.gov>

**Agency: CBSC**

**Contact Name: Katrina Benny**

**Agency Code: N/A**

**Phone: 263-1350**

**Project Title: Title 24**

**Project Specifications:**

**Comments**

**OSP CSR: James Griffin**

**Phone: 916-322-1006**

**Davis, Stephanie**

---

**From:** Walls, Dave  
**Sent:** Tuesday, November 02, 2010 3:20 PM  
**To:** Benny, Katrina; McGowan, Jim; Davis, Stephanie  
**Subject:** contract value  
**Attachments:** contract value.doc

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- CBSC considered the purchase price of the current model building code versus the purchase price of the current California Building Code (CBC). While the difference is approximately \$38.00, it is difficult to determine if the difference in price is cost recovery or profit. An impact on this cost comparison of the codes is the yet to be determined purchase price of the 2007 CBC. Another caveat in this comparison is that the current CBC is based on the 1997 model building code, which is no longer in publication.

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**From:** [DGSMFP](#)

**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:41:39 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

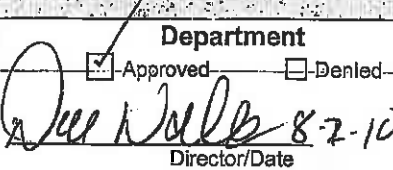

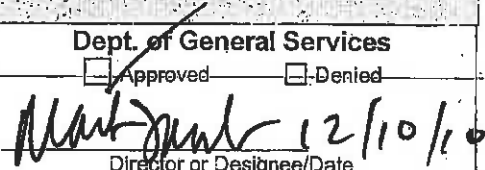
---



**NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION**

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

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

Requesting Department Information			
<b>Agency:</b> State and Consumer Services Agency		<b>Agency Secretary/Immediate Next Ranking Official:</b> Secretary, Bill Leonard/Undersecretary Tom Sheehy (Type names. Do not sign. Must be same as signature below.)	
<b>Department:*</b> California Building Standards Commission  (*Includes Boards, Commissions, and Associations)		<b>Director/Immediate Next Ranking Official:</b> Executive Director Dave Walls/Staff Services Manager I Katrina Benny (Type names. Do not sign. Must be same as signature below. May be Executive Director, Chief Executive Officer, Executive Secretary, etc.)	
<b>Institution (if applicable):</b>			
Department Contact Information			
<b>Contact Name:</b> Katrina Benny		<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento, California 95833	
<b>Telephone:</b> (916) 263-0916		<b>Mailing Address:</b> Same as above	
<b>FAX:</b> (916) 263-0959			
<b>E-Mail:</b> Katrina.Benny@dgs.ca.gov			
Required Contract Information			
<b>Contractor Name:</b> International Association of Plumbing and Mechanical Officials (IAPMO)			
<b>Contractor Address:</b> 5001 E. Philadelphia Street, Ontario, California 91761			
<b>Original Contract Amount:*</b> \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:*</b> (if applicable) \$ N/A <small>(*Current amendment only)</small>	<b>New Contract Amount: *</b> \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Attach explanations for any "Yes" answers.
<b>Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:</b> IAPMO will provide services for the publication of the 2013 triennial edition of California Code of Regulations, Title 24, Parts 4 (California Mechanical Code) and 5 (California Plumbing Code), and all supplements and errata to these Parts.			
Contract Type and Term			
<b>Contract Type:</b> Select One: <ul style="list-style-type: none"> <li><input type="checkbox"/> Non-IT Goods</li> <li><input checked="" type="checkbox"/> Non-IT Service</li> <li><input type="checkbox"/> IT Goods</li> <li><input type="checkbox"/> IT Service</li> <li><input type="checkbox"/> IT Goods &amp; Services</li> </ul>	<b>Contract Term:</b> Begin: 1/1/11 End: 7/1/15 Explain late contract submittal (services only):	<b>Type of Award:</b> CMAS: _____ Master: _____ Competitive: _____ Form 42: _____	<b>Will this transaction be financed?</b> No <input checked="" type="checkbox"/> Yes _____ If yes, attach the Statement of Compliance to the State Financial Marketplace to this form
Required Approvals			
<b>Department</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Director/Date 8-2-10	<b>Agency</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Agency Secretary/Date 8/19/10	<b>Dept. of General Services</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Director or Designee/Date 12/10/10	

Remit completed form to:

Procurement Division  
One-Time Acquisitions  
707 Third Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605

9.3.10 Resubmitted  
10/26/10  
(Rev 10/08/03)

10/26/10  
CA

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

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

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

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

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

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

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

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

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

**IAPMO owns the copyrights to the model building codes upon which the CMC and CPC are based. Therefore, IAPMO must be the publisher of these California building codes if they are each going to contain model code provisions and California's amendments to the model codes.**

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

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

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

(Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The names and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

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

**B. PRICE ANALYSIS**

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

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

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

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

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

**CONTRACT ADVERTISING EXEMPTION REQUEST**

(IN CALIFORNIA STATE CONTRACTS REGISTER)

STD. 821 (REV. 4-94)

NOB#5142

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

TYPE OF REQUEST (Check one)		SERVICE TYPE	
<input checked="" type="checkbox"/> SOLE SOURCE CONTRACT	<input type="checkbox"/> EXEMPTION FROM ADVERTISING	<input checked="" type="checkbox"/> NON-EDP/TELECOM RELATED SERVICE	<input type="checkbox"/> EDP/TELECOM RELATED SERVICES

<b>DEPARTMENTAL CONTACT INFORMATION</b>		<b>AGENCY BILLING CODE</b> 30140	
NAME: Katrina Benny DEPARTMENT: California Building Standards Commission DIVISION: ADDRESS: 2525 Natomas Park Drive, Suite 130. CITY, STATE, ZIP CODE: Sacramento, CA 95833		IMS CODE: C-11 CONTRACT DESCRIPTION: Publication contract for the publication of the 2013 triennial edition of California Code of Regulations, Title 24, Parts 4 and 5, and all supplements and errata to these Parts TELEPHONE NUMBER (Not CALNET-Include Area Code): (916) 263-0916	

CONTRACT NUMBER	AMENDMENT NUMBER (if Applicable)	CONTRACT AMOUNT	AMENDMENT AMOUNT (if Applicable)	CONTRACT PERIOD
		\$ 0.00	\$	1/1/11 - 7/1/15
PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A SOLE SOURCE CONTRACT IS PROPOSED	CONTRACTOR'S NAME			FEDERAL EMPLOYER IDENTIFICATION NO.
	International Association of Plumbing and Mechanical Officials			
	CONTRACTOR'S ADDRESS (Number, Street)			
5001 E. Philadelphia Street				
(City)			(State)	(ZIP Code)
Ontario			CA	91761

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

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)

The California Mechanical Code (California Code of Regulations, Title 24, Part 4) and the California Plumbing Code (California Code of Regulations, Part 5) are based on two model building codes, the Uniform Mechanical Code and the Uniform Plumbing Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

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

AUTHORIZED SIGNATURE	OFFICE OF PROCUREMENT USE ONLY
<i>Dan Walls</i>	ACTION TAKEN ON REQUEST
	<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)

TELEPHONE NUMBER	CALNET	DATE SIGNED	AUTHORIZED SIGNATURE	DATE SIGNED
(916) 263-0916	8-435-0916	08/02/10	<i>Mark Jant</i>	12/10/10
SEND TO:		IMS CODE	COMMENTS	
NAME: Procurement Division DEPARTMENT: Department of General Services DIVISION: 707 Third Street, 2 <sup>nd</sup> ADDRESS: West Sacramento, CA 95605		Z-1 001	26 2010	
<b>RECEIVED</b>				

**BUILDING STANDARDS COMMISSION**

2525 Natomas Park Drive, Suite 130  
Sacramento, CA 95833-2936  
(916) 263-0916  
FAX (916) 263-0959

**MEMORANDUM**

**DATE:** October 20, 2010  
**TO:** DGS – Procurement  
**FROM:** Katrina Benny  
**SUBJECT:** Certification Requirement – NCB, IAPMO

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

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

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

A handwritten signature in black ink that reads "Katrina Benny".

Katrina Benny  
CBSC Administrative Manager

10/20/10

**From:** [DGSMFP](#)

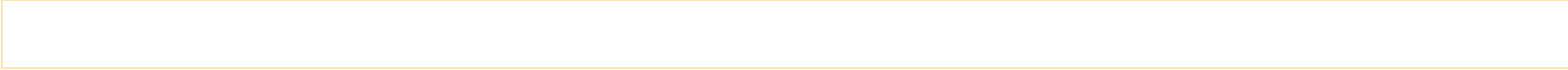
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:41:21 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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**STATE BUILDING STANDARDS CODE AGREEMENT  
BETWEEN**

**CALIFORNIA BUILDING STANDARDS COMMISSION  
AND**

**THE INTERNATIONAL CODE COUNCIL  
(California Building Code – Title 24, Parts 2, 2.5, 9 & 10)**

This Agreement is made this 7th day of November 2012, by and between the International Code Council (hereinafter referred to as "ICC") and the State of California Building Standards Commission (hereinafter referred to as "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 2012 *International Building Code*, 2012 *International Residential Code*, 2012 *International Fire Code* and 2012 *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 2013 edition of the SBC (hereinafter referred to as the "2013 SBC") on or before July 1, 2013 or at a later date as set by the CBSC containing those portions of the first published editions (as adopted by CBSC) of the 2012 IBC, 2012 IRC, 2012 IFC and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been modified by CBSC.
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2013 SBC on or before July 1, 2013 in a pre-assembled format that integrates portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 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 2013 SBC, to be codified in Title 24, Parts 2, 2.5, 9, & 10 CCR (hereinafter referred to as the "2013 SBC Supplements"), as well as supplements to the 2013 SBC in response to emergency regulations.

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

- 1. Grant of License for SBC; Ownership.** ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC, ICC supplements and revisions to the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC, (hereinafter "Licensed Property"), in whole or in part, solely to create and publish the 2013 SBC, as well as the 2013 SBC

publishers  
issue  
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agreement  
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DEC 2015



Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the "2013 Code"), including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2013 Code, and (b) affix copyright notices to the 2013 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 2013 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 2013 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 2013 SBC, then CBSC may print and publish or authorize the printing of and publication of the 2013 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., 2013 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2013 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 2013 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 2013 SBC in a loose-leaf format wherein all portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC and 2012 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 2012 International Building Code, the 2012 International Residential Code and the 2012 International Fire Code , Chapters A1 & A3 of the 2012 International Existing Building Code, and three (3) copies of all 2010 SBC Supplements, supplements to the 2010 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 2013 Code in loose-leaf format on the following basis:

- 3.1 ICC shall make the 2013 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 2013 SBC Supplements, supplements to the 2013 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 2013 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2013 SBC Supplements, supplements to the 2013 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 2013 Code in order that the CBSC may make the 2013 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 2013 Code (separate from the actual 2013 Code language). Necessary language will be added to differentiate ICC materials from the 2013 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 2013 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 2013 SBC, and automatically, any 2013 SBC Supplements, supplements to the 2013 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 2013 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2013 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 2013 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 2013 Code, together with any 2013 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, 2013. ICC shall provide replacement copies upon written request in the case of apparent delivery failure.

**5. Subscription Service.** In order to ensure that the 2013 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 2013 SBC, all 2013 SBC Supplements, all supplements to the 2013 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 2013 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 2013 Code.

**6. Compensation.** In consideration of the opportunity provided to ICC by CBSC to make sales of the 2013 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 2013 Code, and CBSC shall not itself reproduce, sell, and/or distribute the Licensed Property or the 2013 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 2012 IBC, 2012 IRC, 2012 IFC, and 2012 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 2013 Code shall terminate and the Parties shall discontinue further printing, publication, sales and distribution of the 2013 Code, except ICC shall be entitled to sell its then existing inventory of the 2013 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 2013 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 2013 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 2013 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 2013 Code shall bear the trademark of ICC.

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

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

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

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

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

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

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

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

**18. Indemnity.**

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

18.2 Except as provided in the paragraph 18.1, ICC shall not be liable for any claims, losses, injuries, or damages arising from or related to the 2013 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 2013 Code to supersede or replace the SBC, (ii) apply to any code(s) other than ICC copyrighted codes and/or the 2013 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 2013 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 2013 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: \_\_\_\_\_  
Jim McGowan, Executive Director

## ATTACHMENT A

» General Terms – Page 1 of 4 «

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- 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, 2013 or at a later date as set by the CBSC, copies of the 2013 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, 2013 publication date, CBSC must deliver to ICC the proofed and approved final text on or before May 15, 2013. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2013, 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 2013 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 2013 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 2012 Licensed Property as originally adopted by the CBSC as the 2013 SBC which are thereafter generated by the ICC shall not be printed in the 2013 SBC unless expressly approved by the CBSC.
- A.4 CBSC shall submit to ICC its modifications to the 2012 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 2013 SBC for review by CBSC.
- A.5 WITHIN a reasonable time after receipt of the initial draft of the 2013 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 2013 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 2013 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 2013 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.

**A.8 TIME IS OF THE ESSENCE**

- Because the 2013 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, 2013, date to publish the 2013 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 PA 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 2013 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 2010 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.
- 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 2012 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, 2013.

- Index will remain as it appears in the 2012 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 "2013 California Building Code" etc.
- State-agency acronyms will be used throughout the 2013 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 2013 Code and available as a supplement so it can be inserted in the front of each 2013 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 2013 Code advertising other ICC publications.

#### A.9.2 Supplements and Errata

- Supplements to the 2013 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."
- 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 2013 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 2013 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 2013 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 2013 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 «

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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 (TMS: 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 «

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

- A.K. Smiley Public Library, 125 West Vine St., Redlands, 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, 94607-4912
- Alameda Free Library, Reference Dept., 2200 A Central Ave., Alameda, 94501
- Alhambra Public Library, 410 West Main Street, Alhambra, 91801-3432
- Anaheim Public Library, Documents Section, 500 West Broadway, Anaheim, 92805
- Auburn-Placer County Library, 350 Nevada Street, Auburn, 95603
- Berkeley Public Library, 2090 Kittredge Street, Berkeley, 94704
- Butte County Library, 1820 Mitchell Avenue, Oroville, 95966-5387
- California Institute of Technology, Documents Library (1-32), Pasadena, 91125
- California Polytechnic State University, Robert Kennedy Library, Government Documents Section, San Luis Obispo, 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, 3801 W. Temple Ave., Pomona, 91768
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, 92834-4150
- California State University, Hayward, Library-Acquisition/Documents Dept., Hayward, 94542
- California State University, Los Angeles, John F. Kennedy Memorial Library, Government Information Services, 5151 State University Dr., Los Angeles, 90032-8300
- California State University, Northridge, Oviatt Library, 18111 Nordhoff St., Northridge, 91330-8327
- California State University, Sacramento, Library-Documents, 2006 State University Dr., East, Sacramento, 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, 92407
- California State University San Marcos, Library Services, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, 92096-0001
- California State University, Stanislaus, Library, Document Dept., 801 West Monte Vista Ave., Turlock, 95382
- California State University, Board of Trustees, Office of Governmental Affairs, 915 L Street, Suite 1160, Sacramento, 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, 94102

- 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  
Honold/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  
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, 91355



- 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  
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, 95113-1004

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

**ATTACHMENT D**

» State Agencies – Page 1 of 2 «

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**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 9<sup>th</sup> 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](mailto:stephen.beam@cdfa.ca.gov)

» State Agencies – Page 1 of 2 «

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- 6 Department of Housing and Community Development  
Mr. Doug Hensel, 1800 Third Street, Sacramento, CA 95814
- 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](mailto: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 «

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[COVER ART]

**ATTACHMENT F**

» **Copyright Notice – Page 1 of 1** «

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2013 California Building Code  
California Code of Regulations, Title 24, Volume 1 of Part 2  
First Printing: 2013

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## ATTACHMENT G

» Preface – Page 1 of 1 «

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### *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 2012 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](http://www.bsc.ca.gov)

**Acknowledgement**

The 2013 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 Anna Caballero – Chair  
James Barthman – Vice-Chair

Stephen Jensen

Randy Twist  
Sheila Lee  
Richard Sierra  
*Vacant-Structural Engineer*

Rose Conroy  
Richard Sawhill  
*Erick Mikiten*  
*Vacant- Architect*

Jim McGowan – Executive Director  
Michael L. Nearman – Deputy Executive Director

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



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

**California Energy Commission**

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

**California State Lands Commission**

Marine Oil Terminals .....(562) 499-6312

**California State Library**

Construction Standards.....(916) 653-7183

**Corrections Standards Authority**

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

**Department of Consumer Affairs –  
 Acupuncture Board**

Office Standards .....(916) 515-5200

**Department of Consumer Affairs – Board of  
 Pharmacy**

Pharmacy Standards .....(916) 574-7900

**Department of Consumer Affairs – Bureau of  
 Barbering And Cosmetology**

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

**Department of Consumer Affairs—**

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

Insulation Testing Standards .....(916) 999-2041

**Department of Consumer Affairs –  
 Structural Pest Control Board**

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

**Department of Consumer Affairs – Veterinary**

**Medical Board**

Veterinary Hospital Standards .....(916) 283-2610

**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) 651-9876

**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)

**ATTACHMENT I**

» How to Distinguish Model Code Language – Page 1 of 1 ◀

## **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 IAC	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](http://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.

**From:** [DGSMFP](#)

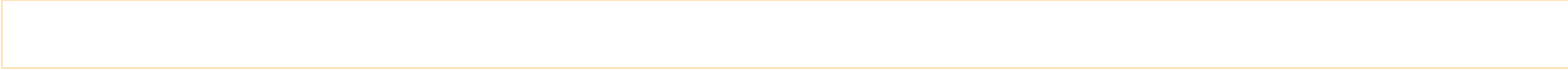
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:40:28 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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CODE BOOK STANDARD DOCUMENTS VARIABLES

7-31-15

NEW	PARTS:												
	1	2, V1	2, V2	2.5	3	4	5	6	8	9	10	11	12
	CA	IBC	IBC	IRC	NEC	UMC	UPC	CA	CA	IFC	IEBC	CA	CA
1	X	X	X	X	X	X	X	X	X	X	X	X	X
2	X	X	X	X	X	X	X	X	X	X	X	X	X
3	X	X	X	X				X	X	X	X	X	X
					X	X	X						
					X	X	X					X	
4	X	X	X	X	X	X	X	X	X	X	X	X	X
							X						
		X											
			X										
5	X	X	X	X				X	X	X	X	X	X
		X	X										
6	X	X	X	X**	X	X	X			X			
										X			
										X			
										X			
7B	X	X	X	X**		X	X	X		X	X	X	X
					X								
	X												
		X	X					X				X	
8	X	X	X	X	X	X**	X**	X	X	X	X**	X	X
				X									
					X								
5A													X

*Brown - Front of Books / Pink - back of Books  
\* marketing material all @ the back of the books*

\*DIFFERENT LANGUAGE/SYMBOLS THAN OTHER CODE BOOKS; \*\*DIFFERENT ORDER IN BOOK THAN OTHERS; \*\*\*HISTORY NOTE VS. HISTORY NOTE APPENDIX



**Benny, Katrina@DGS**

---

**From:** Biedermann, Cynthia@DGS  
**Sent:** Monday, July 06, 2015 12:21 PM  
**To:** Day, Kevin@DGS  
**Cc:** Nearman, Michael@DGS; Benny, Katrina@DGS  
**Subject:** Publishing Contacts

**Kevin,**

Here's the 411 on the publishing contacts for each organization:

✓ ICC - 36-3999004

✓ Mark Johnson  
Executive VP and Director, Business Development  
[mjohnson@icc-es.org](mailto:mjohnson@icc-es.org)

Casey Thomas  
Executive Assistant  
[CThomas@icc-es.org](mailto:CThomas@icc-es.org)

ICC- LA Office  
3060 Saturn Street, Suite 100  
Brea, California 92821  
[P] 888-ICC-SAFE (888-422-7233) and press 0  
Open 8 a.m. to 4 p.m., Pacific, Monday-Friday

✓ Dave Walls  
Executive Director, Sustainability Programs  
[dwalls@ICCSafe.ORG](mailto:dwalls@ICCSafe.ORG)

**IAPMO (Mechanical & Plumbing Codes) - 95-1603192**

Russ Chaney  
Chief Executive Officer  
909-472-4217  
[leticia.gallegos@iapmo.org](mailto:leticia.gallegos@iapmo.org)

Leticia Gallegos  
Executive Assistant  
909-472-4217  
[leticia.gallegos@iapmo.org](mailto:leticia.gallegos@iapmo.org)

✓ **NFPA/BNI Books (Electrical Code) 04-1653093**

✓ Debra Rose  
NFPA  
617-984-7595  
[drose@nfpa.org](mailto:drose@nfpa.org)

Bill Mahoney  
BNi Books  
888-740-4569  
[billmahoney@bnibooks.com](mailto:billmahoney@bnibooks.com)

✓ Denis  
NFPA

→ Supplements blue  
→ erratas -

CYNTHIA BIEDERMANN | ASSOCIATE GOVERNMENTAL PROGRAM ANALYST | CALIFORNIA  
BUILDING STANDARDS COMMISSION | 916.263.1330





CODE BOOK STANDARD DOCUMENTS VARIABLES

6-1-15

PARTS: CA= CALIFORNIA CODES; MODEL CODE ACRONYMS	1		2, V1		2, V2		2.5		3		4		5		6		8		9		10		11		12	
	CA	IBC	IBC	IBC	IBC	IBC	IBC	IBC	NEC	UMC	UPC	CA	CA	CA	CA	CA	CA	CA	IFC	IEBC	CA	CA	CA	CA	CA	
INSIDE COVER	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
COPYRIGHT	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
PREFACE/ACKNOWLEDGEMENTS (COMMISSIONERS)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
PREFACE																										
ACKNOWLEDGEMENTS																										
LEGEND FOR AGENCY ADOPTIONS/EFFECTIVE USE OF THIS CODE																										
HOW TO DISTINGUISH BETWEEN MODEL CODE/CA AMENDMENTS																										
IAPMO RELATED PUBLICATIONS & SERVICES																										
ALT REGS FOR QUALIFIED HISTORICAL BUILDINGS																										
HISTORICAL PREFACE																										
AGENCY CONTACTS																										
UPC FORWARD (NOT ADOPTED BY CALIFORNIA)																										
UMC FORWARD (NOT ADOPTED BY CALIFORNIA)																										
UMC FORWARD (NOT ADOPTED BY CALIFORNIA)																										
MARGINAL MARKINGS 2009/2012 REF																										
MARGINAL MARKINGS 2009/2012 REF-- DIFFERENT THAN V1																										
HOW TO DETERMINE WHERE CHANGES HAVE BEEN MADE																										
EFFECTIVE USE OF THE IBC/CBC																										
CALIFORNIA MATRIX ADOPTION TABLES FORMAT																										
FIRE CODE- MAINTENANCE/CODE DEVELOP/COORDINATION																										
FIRE CODE- EFFECTIVE USE																										
FIRE CODE- LEGISLATION																										
TABLE OF CONTENTS																										
CONTENTS (DIFFERENT FORMAT THAN OTHER BOOKS)																										
HISTORY NOTES THROUGHOUT PART 1																										
INDEX																										
HISTORY NOTE APPENDIX																										
INDEX RESIDENTIAL CODE																										
NFPA INDEX																										
IAPMO INDEX- MECHANICAL																										
IAPMO INDEX- PLUMBING																										
FIRE CODE INDEX																										

\*\*DIFFERENT LANGUAGE/SYMBOLS THAN OTHER CODE BOOKS; \*\*DIFFERENT ORDER IN BOOK THAN OTHERS; \*\*\*HISTORY NOTE VS. HISTORY NOTE APPENDIX

EXHIBIT 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**

- A. *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 15<sup>th</sup> 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.

**FORM B**  
**CERTIFICATION REQUIREMENT OF FEBRUARY 11, 2010**

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

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

**Project Number:** \_\_\_\_\_

Including any and all contracts arising out of the Project.

**Project Title:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

**Department/Division:** \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OBAS Service Contract Request Form**

**Section I – General Information**

[1] Project Title:	[2] Program:
[3] Requestor Name:	[4] Requestor Phone:
[5] Back up:	[6] Back up Phone:
[7] Project Location(s):	[8] Customer(s):

**Section II – Contract Information**

[9] Contract Request:     Contract     Amendment     Work Authorization     Release

[10] If Contract: Does the contract need to start by a specific date? If yes, desired start date: _____(MM/DD/YY)  Has your program contracted out for these services before? <input type="checkbox"/> No <input type="checkbox"/> Yes  If yes, previous contract #: _____ and previous contract end date _____(MM/DD/YY)	[11] If Amendment: Contract #: _____  Contract End Date: _____(MM/DD/YY)  <input type="checkbox"/> Time, new request end date: _____(MM/DD/YY)  <input type="checkbox"/> Money, add this amount to total contract: \$ _____  <input type="checkbox"/> Scope, per the attached
[12] If Work Authorization: Project Number: _____  Project County: _____  Estimated Start Date: _____(MM/DD/YY)	[13] If Release: Contract #: _____  Amount: \$ _____
[14] Notes:	
[15] Required Attachments: Scope of Work                      Mission Critical Statement Cost Sheet GC19130 Justification	[16] As Applicable Attachments: Advertisement Description                      NCB Package Emergency Justification Package              SB/DVBE Waiver Confidentiality Statement                      Proprietary Letter

**Section III – Funding Information**

[17] Billing Code:

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

[24] State's Estimate: \$ \_\_\_\_\_

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

[26] Fiscal Approval Signature \_\_\_\_\_ Date (MM/DD/YY) \_\_\_\_\_

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

Printed Name/Title _____	Signature _____	Date (MM/DD/YY) _____
--------------------------	-----------------	-----------------------

# GC 19130 (b) JUSTIFICATION

OBAS 19130 NEW (12/2013)

FOR OBAS USE ONLY

CRN: \_\_\_\_\_

*Check and explain all that apply.*

PROJECT TITLE

PROGRAM

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

SIGNATURE



DATE SIGNED

PRINT OR TYPE NAME

**From:** [DGSMFP](#)

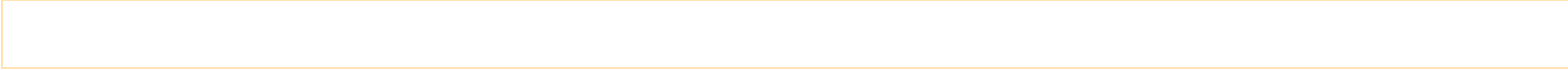
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:39:40 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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

TD. 821 (REV. 10/2006)

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

**NOB# 16310**

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

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

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

PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED	CONTRACTOR'S NAME	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	National Fire Protection Association	
	CONTRACTOR'S ADDRESS (Number, Street) 1 Batterymarch Park (City, State, ZIP Code) Quincy, MA 02169-7471	

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

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

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

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

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

# 040

For PD Use only  
 NCB #: 6370

## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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


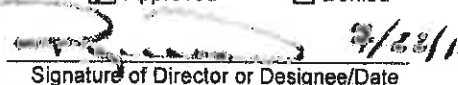
Requesting Department Information	
<b>Agency:</b> Governmental Operations	<b>Department:</b> DGS - <b>California Building Standards Commission (CBSC)</b> <small>(*Includes Boards, Commissions, and Associations)</small>
<b>Institution (if applicable):</b>	

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

Required Contract Information				
<b>Contractor Name:</b> National Fire Protection Association (NFPA)				
<b>Contractor Address:</b> 1 Batterymarch Park, Quincy MA 02169-7471				
<b>Original Contract Amount Excluding:**</b>  \$ 0.00  <small>(*Includes original contract and previously approved amendments)</small>	<b>Total Original Contract Amount:**</b>  \$ 0.00  <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:** (if applicable)</b>  \$ N/A  <small>(*Current amendment only)</small>	<b>Amended Contract Amount:**</b>  \$ N/A  <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>

**Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:**  
 NFPA will provide services for the publication of the 2016 triennial edition of California Code of Regulations, Title 24, Part 3 (California Electrical Code), and all supplements and errata to this Part.

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

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

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

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

2015  
 44

6/30/15  
 CA

### **Signature Instructions for Agencies with an Agency Secretary**

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

### **Signature Instructions for Agencies that do not have an Agency Secretary**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FD-821 (REV. 10/2006)

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

NOV # 6371

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

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

CONTRACT NUMBER	AMENDMENT NUMBER (If Applicable)	CONTRACT AMOUNT	AMENDMENT AMOUNT (If Applicable)	CONTRACT PERIOD
		\$ 0.00		07/01/2015 - 12/31/2019
PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED		CONTRACTOR'S NAME		FEDERAL EMPLOYER IDENTIFICATION NUMBER
		International Code Council (ICC)		
		CONTRACTOR'S ADDRESS (Number, Street)		
		5203 Leesburg Pike, Suite 600		
		(City, State, ZIP Code)		
		Falls Church, VA, 22041-3405		

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

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)

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

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

AUTHORIZED SIGNATURE		<b>PROCUREMENT DIVISION USE ONLY</b>	
		ACTION TAKEN ON REQUEST	
TELEPHONE NUMBER		<input checked="" type="checkbox"/> APPROVED	
CALNET 263-0916	DATE SIGNED 5/22/15	<input type="checkbox"/> DENIED (See Below)	
SEND TO:		AUTHORIZED SIGNATURE	
NAME: DEPARTMENT OF GENERAL SERVICES			
DEPARTMENT: PROCUREMENT DIVISION		DATE SIGNED 7/22/15	
DIVISION:			
ADDRESS: 707 THIRD ST., Second Floor			
CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605			
		DGS PROCUREMENT	
		IMS CODE Z-1	
		JUN 26 2015	
		RECEIVED	



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

STD. 821 (REV. 10/2006) REVERSE

**INSTRUCTIONS**

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

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

**GENERAL INFORMATION**

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

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

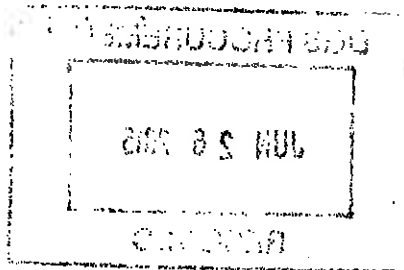
Exemption is granted by either an approved request to be exempt from advertising in the California State Contracts Register or by an approved request to enter into a contract on a non-competitively bid basis.

**Definitions of Requests:**

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

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

Refer to the State Contracting Manual for additional information.



#041

For PD Use only  
 NCB #: 6371

## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

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

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

Required Contract Information	
<b>Contractor Name:</b> International Code Council (ICC)	
<b>Contractor Address:</b> 5203 Leebug Pike, Suite 600, Falls Church, Virginia 22041-3405	

Original Contract Amount Excluding:**	Total Original Contract Amount:**	Amendment Amount:** (if applicable)	Amended Contract Amount:**	Has work commenced? Have goods been acquired?
\$ 0.00	\$ 0.00	\$ N/A	\$ N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>
<small>(*Includes original contract and previously approved amendments)</small>	<small>(*Includes original contract and previously approved amendments)</small>	<small>(*Current amendment only)</small>	<small>(*Includes original contract and all amendments, including current amendment)</small>	

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

Contract Type and Term			
<b>Contract Type:</b> Select One: <ul style="list-style-type: none"> <li><input type="checkbox"/> Non-IT Goods</li> <li><input checked="" type="checkbox"/> Non-IT Service</li> <li><input type="checkbox"/> IT Goods</li> <li><input type="checkbox"/> IT Service</li> <li><input type="checkbox"/> IT Goods &amp; Services</li> </ul>	<b>Contract Term:</b> Begin: 07/01/2015 End: 12/31/2019 Explain late contract submittal (services only):	<b>Type of Award:</b> CMAS: <input type="checkbox"/> Master: <input type="checkbox"/> Competitive: <input type="checkbox"/> Form 42: <input type="checkbox"/>	<b>Will this transaction be financed?</b> No <u>  X  </u> Yes <u>      </u>  <small>If yes, attach the Statement of Compliance to the State Financial Marketplace to this form</small>

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

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

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

6/30/15  
CA

### **Signature Instructions for Agencies with an Agency Secretary**

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

### **Signature Instructions for Agencies that do not have an Agency Secretary**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TD. 821 (REV. 10/2006)

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

NCB 4372

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

**DEPARTMENTAL CONTACT INFORMATION**

PLEASE TYPE

NAME: Katrina Benny  
DEPARTMENT: California Building Standards Commission  
DIVISION:  
ADDRESS: 2525 Natomas Park Dr. Ste 130  
CITY, STATE, ZIP: Sacramento, CA 95833

IMS CODE: C-11

**AGENCY BILLING CODE** 30140

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

TELEPHONE NUMBER (Not CALNET-Include Area Code)  
916-263-1350

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

PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED

CONTRACTOR'S NAME International Code Council (ICC)	FEDERAL EMPLOYER IDENTIFICATION NUMBER
CONTRACTOR'S ADDRESS (Number, Street) 5203 Leesburg Pike, Suite 600 (City, State, ZIP Code) Falls Church, VA, 22041-3405	

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

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)

The California Building Standards Administrative Code (California Code of Regulations, Title 24, Part 1), California Energy Code (California Code of Regulations, Title 24, Part 6), (California Code of Regulations, Title 24, Part 7 - Vacant), California Historical Building Code (California Code of Regulations, Title 24, Part 8), California Green Building Standards Code (California Code of Regulations, Title 24, Part 1), and the California Referenced Standards Code (California Code of Regulations, Title 24, Part 12) are not based on model building codes.

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

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

AUTHORIZED SIGNATURE 	<b>PROCUREMENT DIVISION USE ONLY</b>		
TELEPHONE NUMBER CALNET 203-0916	DATE SIGNED 5/22/15	ACTION TAKEN ON REQUEST <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)	AUTHORIZED SIGNATURE 
SEND TO:		DATE SIGNED 7/24/15	COMMENTS

SEND TO:

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

**DGS PROCUREMENT**

IMS CODE: Z-1

JUN 26 2015

RECEIVED



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

STD. 821 (REV. 10/2008) REVERSE

**INSTRUCTIONS**

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

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

**GENERAL INFORMATION**

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

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

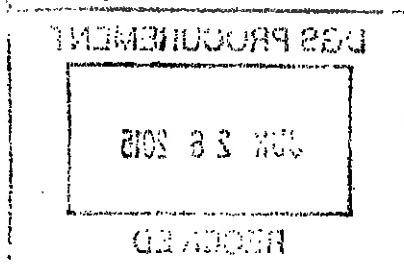
Exemption is granted by either an approved request to be exempt from advertising in the California State Contracts Register or by an approved request to enter into a contract on a non-competitively bid basis.

**Definitions of Requests:**

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

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

Refer to the State Contracting Manual for additional information.



# 042

For PD Use only  
 NCB #: 6372

### NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

#### Requesting Department Information

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

#### Department Contact Information

<b>Contact/Buyers Name:</b> Molly Lovett	<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento CA 95833	
<b>Telephone:</b> (916) 376-1844	<b>Mailing Address:</b> Same as above	
<b>FAX:</b> (916)		
<b>E-Mail:</b>		
<b>Technical Contact Name:</b> Katrina Benny	<b>Telephone:</b> (916) 263-1350	<b>E-mail:</b> Katrina.benny@dgs.ca.gov

#### Required Contract Information

**Contractor Name:**  
International Code Council (ICC)

**Contractor Address:**  
5203 Leeburg Pike, Suite 600, Falls Church, Virginia 22041-3405

Original Contract Amount Excluding:**	Total Original Contract Amount:**	Amendment Amount:** (if applicable)	Amended Contract Amount:**	Has work commenced? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
\$ 0.00	\$ 0.00	\$ N/A	\$ N/A	Have goods been acquired? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<small>(*Includes original contract and previously approved amendments)</small>	<small>(*Includes original contract and previously approved amendments)</small>	<small>(*Current amendment only)</small>	<small>(*Includes original contract and all amendments, including current amendment)</small>	<small>Attach explanations for any "Yes" answers.</small>

**Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:**  
 ICC will provide services for the publication of the 2016 triennial edition of California Code of Regulations, Title 24, Parts 1 (CA Building Standards Administrative Code), 6 (CA Energy Code), 7 (Vacant), 8 (CA Historical Building Code), Part 11 (CA Green Building Standards Code), 12 (CA Referenced Standards Code), and all supplements and errata these Parts.

#### Contract Type and Term

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

#### Required Approvals

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

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

Remit completed form to:

Procurement Division  
 Intake and Analysis Unit  
 707 Third Street, 2<sup>nd</sup> Floor, MS201  
 West Sacramento, CA 95605

6/30/15  
 CA

### **Signature Instructions for Agencies with an Agency Secretary**

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

### **Signature Instructions for Agencies that do not have an Agency Secretary**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STD. 821 (REV. 10/2006)

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

NCB# 6373

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

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

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

PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED	CONTRACTOR'S NAME	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	International Association of Plumbing and Mechanical Officials (IAPMO)	
	CONTRACTOR'S ADDRESS (Number, Street)	
	5001 E. Philadelphia Street	
	(City, State, ZIP Code)	
	Ontario, CA 91761	

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

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)  
The California Mechanical Code (California Code of Regulations, Title 24, Part 4), and the California Plumbing Code (California Code of Regulations, Title 24, Part 5) are based on two model building codes, the Uniform Mechanical Code, and the Uniform Plumbing Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

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

AUTHORIZED SIGNATURE		<b>PROCUREMENT DIVISION USE ONLY</b>	
		ACTION TAKEN ON REQUEST	
TELEPHONE NUMBER		<input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> DENIED (See Below)	
CALNET 263-016	DATE SIGNED	AUTHORIZED SIGNATURE	DATE SIGNED
			7/22/15

SEND TO:	<b>DGS PROCUREMENT</b>	
NAME:	IMS CODE	
DEPARTMENT: DEPARTMENT OF GENERAL SERVICES	Z-1	
DIVISION: PROCUREMENT DIVISION	JUN 26 2015	
ADDRESS: 707 THIRD ST., Second Floor		
CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605		
	<b>RECEIVED</b>	

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

STD. 821 (REV. 10/2006) REVERSE

**INSTRUCTIONS**

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

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

**GENERAL INFORMATION**

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

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

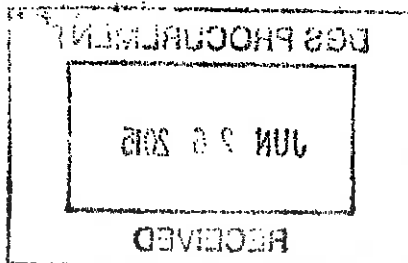
Exemption is granted by either an approved request to be exempt from advertising in the California State Contracts Register or by an approved request to enter into a contract on a non-competitively bid basis.

**Definitions of Requests:**

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

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

Refer to the State Contracting Manual for additional information.





## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

### Requesting Department Information

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

### Department Contact Information

<b>Contact/Buyers Name:</b> Molly Lovett	<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento CA 95833	
<b>Telephone:</b> (916) 376-1844		
<b>FAX:</b> (916)	<b>Mailing Address:</b> Same as above	
<b>E-Mail:</b> Molly.lovett@dgs.ca.gov		
<b>Technical Contact Name:</b> Katrina Benny	<b>Telephone:</b> (916) 263-1350	<b>E-mail:</b> Katrina.benny@dgs.ca.gov

### Required Contract Information

<b>Contractor Name:</b> International Association of Plumbing and Mechanical Officials (IAPMO)				
<b>Contractor Address:</b> 5001 E. Philadelphia Street, Ontario, California 91761				
<b>Original Contract Amount Excluding:**</b>  \$ 0.00  <small>(*Includes original contract and previously approved amendments)</small>	<b>Total Original Contract Amount:**</b>  \$ 0.00  <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:** (if applicable)</b>  \$ N/A  <small>(*Current amendment only)</small>	<b>Amended Contract Amount:**</b>  \$ N/A  <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>

**Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:**  
 IAPMO will provide services for the publication of the 2016 triennial edition of California Code of Regulations, Title 24, Parts 4 (California Mechanical Code) and 5 (California Plumbing Code), and all supplements and errata to these Parts.

### Contract Type and Term

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

<b>Department</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>[Signature]</i> Signature of Director or Designee/Date  Esteban Almanza, Acting Director Type Name of Director or See next page instructions	<b>Agency</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>[Signature]</i> 6/25 Signature of Agency Secretary or Designee/Date  <i>[Signature]</i> Type Name of Agency Secretary or See next page instructions	<b>Dept. of General Services</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  <i>[Signature]</i> 6/25 Signature of Director or Designee/Date  <i>[Signature]</i> Type Name of Director or Designee
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\*\*Excluding sales and use tax, finance charges, postage and handling.  
 Shipping charges are also excluded from the dollar threshold limits unless the shipping charge is included in the evaluation such as Free On Board (FOB) Origin, Freight Collect or FOB Destination

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

6/30/15  
 CB

### **Signature Instructions for Agencies with an Agency Secretary**

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

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

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

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

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

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

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

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

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

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

IAPMO owns the copyrights to the model building codes upon which the CMC and CPC are based. Therefore, IAPMO must be the publisher of these California building codes if they are each going to contain model code provisions and California's amendments to the model codes.

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

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

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

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

**From:** [DGSMFP](#)

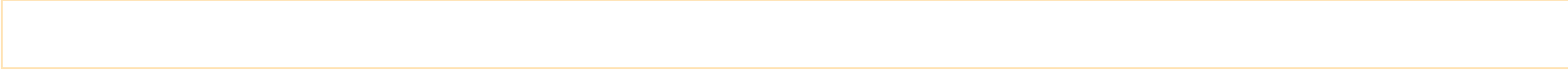
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:39:09 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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**SERVICE RELEASE REQUEST SPECIFICATIONS**

OSP 550 NEW (07/2012)

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

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

**SPECIFICATIONS**

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

SHIP TO <b>Subscriptions</b>
MAILING INSTRUCTIONS <b>Varies</b>
SPECIAL INSTRUCTIONS

## SERVICE RELEASE JUSTIFICATION

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

**CONTACT INFORMATION**

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

## FOR OSP USE ONLY

RETAIN     RELEASE     TIME     EQUIPMENT

BY \_\_\_\_\_

REASON CODE(S) \_\_\_\_\_

INITIALS

INITIALS
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**From:** [DGSMFP](#)

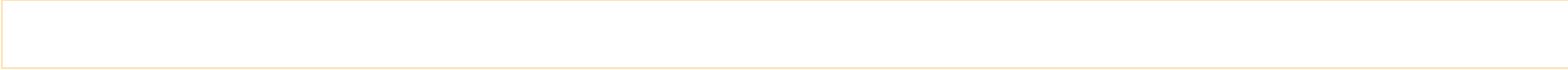
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:38:46 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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# NCB Coordination Sheet

Department of General

Services

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

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

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

***Routing & Approvals***

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

Program Approval	Date
Program Author Katrina Benny <i>(Signature)</i>	5/20/15
Program Reviewers Jim McGowan <i>(Signature)</i>	5-20-15
Procurement and Contracting Official (PCO) – (AD Deputy Director)	
Office of Legal Services Alex Holtz	
Deputy Director Approval	Date

Executive Office	
Chief Deputy Director	
Agency	
Secretary (Must approve before routing to PD)	

Proofed by:	Date
Deputy Director Assistant	

Enclosed (circle one):	Disk	or	CD
------------------------	------	----	----

Executive Office Copy	
-----------------------	--

**Comments**

\_\_\_\_\_

\_\_\_\_\_

Original Sent to EO on: \_\_\_\_\_

By: \_\_\_\_\_

## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

### Requesting Department Information

<b>Agency:</b> Governmental Operations		<b>Department: DGS -</b> California Building Standards Commission (CBSC) <small>(*Includes Boards, Commissions, and Associations)</small>	
<b>Institution (if applicable):</b>			
<b>Department Contact Information</b>			
<b>Contact/Buyers Name:</b> Molly Lovett		<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento CA 95833	
<b>Telephone:</b> (916) 376-1844		<b>Mailing Address:</b> Same as above	
<b>FAX:</b> (916)			
<b>E-Mail:</b>			
<b>Technical Contact Name:</b> Katrina Benny		<b>Telephone:</b> (916) 263-1350	<b>E-mail:</b> Katrina.benny@dgs.ca.gov

### Required Contract Information

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

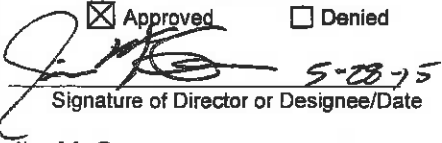
### Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:

ICC will provide services for the publication of the 2016 triennial edition of California Code of Regulations, Title 24, Parts 1 (CA Building Standards Administrative Code), 6 (CA Energy Code), 7 (Vacant), 8 (CA Historical Building Code), Part 11 (CA Green Building Standards Code), 12 (CA Referenced Standards Code), and all supplements and errata these Parts.

### Contract Type and Term

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

<b>Department</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied   Signature of Director or Designee/Date  Jim McGowan Type Name of Director or See next page instructions	<b>Agency</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied  _____ Signature of Agency Secretary or Designee/Date  _____ Type Name of Agency Secretary or See next page instructions	<b>Dept. of General Services</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied  _____ Signature of Director or Designee/Date  _____ Type Name of Director or Designee
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Remit completed form to: Procurement Division  
 Intake and Analysis Unit  
 707 Third Street, 2<sup>nd</sup> Floor, MS201  
 West Sacramento, CA 95605

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

### **Signature Instructions for Agencies that do not have an Agency Secretary**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**B. PRICE ANALYSIS**

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

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

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

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

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

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

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

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

- 1. Why is the submission of a NCB necessary and what are the determining factors that caused the problem?**  
Explain why your department has not conducted a competitive bid. Provide the background of events (timeline) leading to the submission of this NCB. Identify any critical time delays or issues that prevented your department from completing this acquisition using a competitive process (i.e., budget, approvals, and/or appropriate analysis).
  
- 2. What are the consequences of not having this NCB approved?**  
Describe in detail the impact to the department and to the program(s) if the NCB is not approved.
  
- 3. How will your department ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?**  
Provide a detailed plan of your department's efforts to improve your acquisition planning to maximize the use of competition to meet your needs. This plan must include how the department will provide for a tracking system to ensure timely review of upcoming requirements. Departments acknowledge that submission of a corrective action plan is the basis for how the department will provide for sufficient time to use competition in the acquisition process. Failure to follow the Corrective Action Plan may result in the loss of your department's delegated procurement authority. This plan must be kept on file for future auditing purposes.

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

STD. 821 (REV. 10/2006)

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

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

<b>DEPARTMENTAL CONTACT INFORMATION</b> PLEASE TYPE NAME: Katrina Benny DEPARTMENT: California Building Standards Commission DIVISION: ADDRESS: 2525 Natomas Park Dr. Ste 130 CITY, STATE, ZIP: Sacramento, CA 95833 IMS CODE: C-11	<b>AGENCY BILLING CODE</b> 30140 CONTRACT DESCRIPTION Publication contract for the publication of the 2016 triennial edition of the California Code of Regulations, Title 24, Parts 1, 6, 7 (vacant), 8, 11, and 12. TELEPHONE NUMBER <i>(Not CALNET-Include Area Code)</i> 916-263-1350
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CONTRACT NUMBER	AMENDMENT NUMBER <i>(If Applicable)</i>	CONTRACT AMOUNT \$ 0.00	AMENDMENT AMOUNT <i>(If Applicable)</i>	CONTRACT PERIOD 07/01/2015 - 12/31/2019
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<b>PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED</b>	CONTRACTOR'S NAME International Code Council (ICC) CONTRACTOR'S ADDRESS <i>(Number, Street)</i> 5203 Leesburg Pike, Suite 600 <i>(City, State, ZIP Code)</i> Falls Church, VA, 22041-3405	FEDERAL EMPLOYER IDENTIFICATION NUMBER
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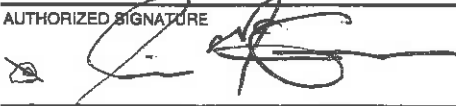

**An exemption from advertising in the California State Contracts Register is not an exemption from Disabled Veteran Business Enterprise (DVBE) participation goal attainment.**

**EXEMPTION JUSTIFICATION *(Attach additional sheets if necessary)***

The California Building Standards Administrative Code (California Code of Regulations, Title 24, Part 1), California Energy Code (California Code of Regulations, Title 24, Part 6), (California Code of Regulations, Title 24, Part 7 - Vacant), California Historical Building Code (California Code of Regulations, Title 24, Part 8), California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), and the California Referenced Standards Code (California Code of Regulations, Title 24, Part 12) are not based on model building codes.

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

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

AUTHORIZED SIGNATURE  TELEPHONE NUMBER <input type="checkbox"/> CALNET     263-0916 DATE SIGNED 5-28-15	<b>PROCUREMENT DIVISION USE ONLY</b> ACTION TAKEN ON REQUEST <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <i>(See Below)</i> AUTHORIZED SIGNATURE  DATE SIGNED COMMENTS
<b>SEND TO:</b> NAME: _____ IMS CODE: Z-1 DEPARTMENT: DEPARTMENT OF GENERAL SERVICES DIVISION: PROCUREMENT DIVISION ADDRESS: 707 THIRD ST., Second Floor CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605	



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

STD. 821 (REV. 10/2006) REVERSE

**INSTRUCTIONS**

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

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

**GENERAL INFORMATION**

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

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

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

**Definitions of Requests:**

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

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

Refer to the State Contracting Manual for additional information.



# MEMORANDUM

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Date: May 18, 2015

To: DGS - OBAS  
707 3<sup>rd</sup> Street  
West Sacramento, CA 95605

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

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

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

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

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

A handwritten signature in black ink that reads 'Katrina Benny'.

Katrina Benny, Staff Services Manager I  
Building Standards Commission

**SERVICE RELEASE REQUEST SPECIFICATIONS**

OSP 550, NEW (07/2012)

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

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

**SPECIFICATIONS**

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

SHIP TO Subscriptions
MAILING INSTRUCTIONS Varies
SPECIAL INSTRUCTIONS

**SERVICE RELEASE JUSTIFICATION**

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

**CONTACT INFORMATION**

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

**FOR OSP USE ONLY**

RETAIN  RELEASE  TIME  EQUIPMENT

INITIALS

BY: Niel Siliz for DHREASON CODE(S): (F) Other: Copyrighted materials  
dst and print those

STATE OF CALIFORNIA – Office of State Publishing  
**SERVICE RELEASE DETERMINATION**

OSP 551 REV: (1/2013)

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

**SERVICE RELEASE INFORMATION**

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

**STATEMENT OF FACTS**

CHECK APPLICABLE JUSTIFICATION STATEMENT(S):

- (A) OSP does not have production time available to meet the customer's required deadline.
- (B) OSP does not have the equipment necessary to produce the requested product.
- (C) OSP does not have the expertise to successfully produce the requested product.
- (D) OSP cannot accommodate the required turnaround time. (less than 5 working days)
- (E) The customer's location/shipping address does not make it feasible for OSP to accept the work.
- (F) Other Copyrighted Materials

OSP VEND-OUT

Yes  No

OSP SERVICE RELEASE

Yes  No

DETAILS

## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

### Requesting Department Information

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

### Department Contact Information

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

### Required Contract Information

<b>Contractor Name:</b> International Code Council (ICC)
<b>Contractor Address:</b> 5203 Leebug Pike, Suite 600, Falls Church, Virginia 22041-3405

<b>Original Contract Amount Excluding:**</b>  \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Total Original Contract Amount:**</b>  \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:** (if applicable)</b>  \$ N/A <small>(*Current amendment only)</small>	<b>Amended Contract Amount:**</b>  \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>
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### Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:

ICC will provide services for the publication of the 2016 triennial edition of California Code of Regulations, Title 24, Parts 2 (CA Building Code), 2.5 (CA Residential Code), 9 (CA Fire Code), 10 (CA Existing Building), and all supplements and errata to these Parts.

### Contract Type and Term

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

<b>Department</b> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied  Signature of Director or Designee/Date 5-8-15 Jim McGowan <small>Type Name of Director or See next page instructions</small>	<b>Agency</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Signature of Agency Secretary or Designee/Date _____ <small>Type Name of Agency Secretary or See next page instructions</small>	<b>Dept. of General Services</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ Signature of Director or Designee/Date _____ <small>Type Name of Director or Designee</small>
--	--	---

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

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

### **Signature Instructions for Agencies with an Agency Secretary**

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

### **Signature Instructions for Agencies that do not have an Agency Secretary**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**B. PRICE ANALYSIS**

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

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

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

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

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

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

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

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

- 1. Why is the submission of a NCB necessary and what are the determining factors that caused the problem?**  
Explain why your department has not conducted a competitive bid. Provide the background of events (timeline) leading to the submission of this NCB. Identify any critical time delays or issues that prevented your department from completing this acquisition using a competitive process (i.e., budget, approvals, and/or appropriate analysis).
  
- 2. What are the consequences of not having this NCB approved?**  
Describe in detail the impact to the department and to the program(s) if the NCB is not approved.
  
- 3. How will your department ensure adequate planning to prevent submittal of NCB's for goods or services that should have been competitively bid?**  
Provide a detailed plan of your department's efforts to improve your acquisition planning to maximize the use of competition to meet your needs. This plan must include how the department will provide for a tracking system to ensure timely review of upcoming requirements. Departments acknowledge that submission of a corrective action plan is the basis for how the department will provide for sufficient time to use competition in the acquisition process. Failure to follow the Corrective Action Plan may result in the loss of your department's delegated procurement authority. This plan must be kept on file for future auditing purposes.



**CONTRACT ADVERTISING EXEMPTION REQUEST**

(IN CALIFORNIA STATE CONTRACTS REGISTER)

STD. 821 (REV. 10/2006)

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

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

**DEPARTMENTAL CONTACT INFORMATION**

PLEASE TYPE

NAME: Katrina Benny  
 DEPARTMENT: California Building Standards Commission  
 DIVISION:  
 ADDRESS: 2525 Natomas Park Dr. Ste 130  
 CITY, STATE, ZIP: Sacramento, CA 95833

IMS CODE: C-11

**AGENCY BILLING CODE** 30140

CONTRACT DESCRIPTION  
 Publication contract for the publication of the 2016 triennial edition of the California Code of Regulations, Title 24, Parts 2, 2.5, 9 and 10.

TELEPHONE NUMBER (Not CALNET-Include Area Code)  
 916-263-1350

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

**PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED**

CONTRACTOR'S NAME  
 International Code Council (ICC)

CONTRACTOR'S ADDRESS (Number, Street)  
 5203 Leesburg Pike, Suite 600  
 (City, State, ZIP Code)  
 Falls Church, VA, 22041-3405



FEDERAL EMPLOYER IDENTIFICATION NUMBER

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

EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)

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

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

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

**SEND TO:**

NAME: \_\_\_\_\_ IMS CODE: Z-1

DEPARTMENT: DEPARTMENT OF GENERAL SERVICES

DIVISION: PROCUREMENT DIVISION

ADDRESS: 707 THIRD ST., Second Floor

CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605

COMMENTS

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

STD. 821 (REV. 10/2006) REVERSE

**INSTRUCTIONS**

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

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

**GENERAL INFORMATION**

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

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

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

**Definitions of Requests:**

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

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

Refer to the State Contracting Manual for additional information.

Date: May 18, 2015

To: DGS - OBAS  
707 3<sup>rd</sup> Street  
West Sacramento, CA 95605

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

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

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

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

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

  
Katrina Benny, Staff Services Manager I  
Building Standards Commission

**SERVICE RELEASE REQUEST SPECIFICATIONS**

OSP 550, NEW (07/2012)

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

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

**SPECIFICATIONS**

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

SHIP TO Subscriptions
MAILING INSTRUCTIONS Varies
SPECIAL INSTRUCTIONS

**SERVICE RELEASE JUSTIFICATION**

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

**CONTACT INFORMATION**

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

**FOR OSP USE ONLY**

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

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

**SERVICE RELEASE INFORMATION**

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

**STATEMENT OF FACTS**

CHECK APPLICABLE JUSTIFICATION STATEMENT(S):

- (A) OSP does not have production time available to meet the customer's required deadline.
- (B) OSP does not have the equipment necessary to produce the requested product.
- (C) OSP does not have the expertise to successfully produce the requested product.
- (D) OSP cannot accommodate the required turnaround time. (less than 5 working days)
- (E) The customer's location/shipping address does not make it feasible for OSP to accept the work.
- (F) Other Copyrighted Materials

OSP VEND-OUT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
OSP SERVICE RELEASE <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

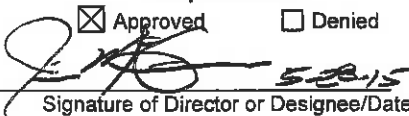
DETAILS

For PD Use only  
 NCB #

## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

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

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

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

### **Signature Instructions for Agencies with an Agency Secretary**

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

### **Signature Instructions for Agencies that do not have an Agency Secretary**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**B. PRICE ANALYSIS**

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

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

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

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

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





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

STD. 821 (REV. 10/2006)

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

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

**DEPARTMENTAL CONTACT INFORMATION**

PLEASE TYPE

NAME: Katrina Benny IMS CODE  
C-11

DEPARTMENT: California Building Standards Commission

DIVISION:

ADDRESS: 2525 Natomas Park Dr. Ste 130

CITY, STATE, ZIP: Sacramento, CA 95833

**AGENCY BILLING CODE** 30140

CONTRACT DESCRIPTION

Publication contract for the publication of the 2016 triennial edition of the California Code of Regulations, Title 24, Part 3.

TELEPHONE NUMBER *(Not CALNET-include Area Code)*  
916-263-1350

CONTRACT NUMBER	AMENDMENT NUMBER <i>(if Applicable)</i>	CONTRACT AMOUNT \$ 0.00	AMENDMENT AMOUNT <i>(if Applicable)</i>	CONTRACT PERIOD 07/01/2015 - 12/31/2019
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**PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED**

CONTRACTOR'S NAME  
National Fire Protection Association

CONTRACTOR'S ADDRESS *(Number, Street)*  
1 Batterymarch Park

*(City, State, ZIP Code)*  
Quincy, MA 02169-7471

FEDERAL EMPLOYER IDENTIFICATION NUMBER

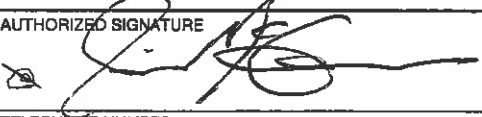
**An exemption from advertising in the California State Contracts Register is not an exemption from Disabled Veteran Business Enterprise (DVBE) participation goal attainment.**

**EXEMPTION JUSTIFICATION *(Attach additional sheets if necessary)***

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

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

*\*Next NCB update w/ BNI information*


AUTHORIZED SIGNATURE 

TELEPHONE NUMBER  CALNET 263-0916

DATE SIGNED 5-8-15

**PROCUREMENT DIVISION USE ONLY**

ACTION TAKEN ON REQUEST  
 APPROVED  DENIED *(See Below)*

AUTHORIZED SIGNATURE  DATE SIGNED

**SEND TO:**

NAME: IMS CODE  
Z-1

DEPARTMENT: DEPARTMENT OF GENERAL SERVICES

DIVISION: PROCUREMENT DIVISION

ADDRESS: 707 THIRD ST., Second Floor

CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605

COMMENTS

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

STD. 821 (REV. 10/2006) REVERSE

**INSTRUCTIONS**

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

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

**GENERAL INFORMATION**

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

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

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

**Definitions of Requests:**

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

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

Refer to the State Contracting Manual for additional information.

Date: May 18, 2015

To: DGS - OBAS  
707 3<sup>rd</sup> Street  
West Sacramento, CA 95605

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

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

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

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

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



Katrina Benny, Staff Services Manager I  
Building Standards Commission

STATE OF CALIFORNIA - Office of State Publishing  
**SERVICE RELEASE REQUEST SPECIFICATIONS**

OSP 550\_NEW (07/2012)

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

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

**SPECIFICATIONS**

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

**SERVICE RELEASE JUSTIFICATION**

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

**CONTACT INFORMATION**

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

**FOR OSP USE ONLY:**

RETAIN  RELEASE  TIME  EQUIPMENT

BY: *Noel Soliz for DJH*

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

INITIALS:

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

**SERVICE RELEASE INFORMATION**

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

**STATEMENT OF FACTS**

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

DETAILS

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For PD Use only  
 NCB #

## NON-COMPETITIVELY BID (NCB) CONTRACT JUSTIFICATION

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

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

### Requesting Department Information

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

### Department Contact Information

<b>Contact/Buyers Name:</b> Molly Lovett	<b>Street Address:</b> 2525 Natomas Park Drive, Suite 130 Sacramento CA 95833	
<b>Telephone:</b> (916) 376-1844	<b>Mailing Address:</b> Same as above	
<b>FAX:</b> (916)		
<b>E-Mail:</b> Molly.lovett@dgs.ca.gov		
<b>Technical Contact Name:</b> Katrina Benny	<b>Telephone:</b> (916) 263-1350	<b>E-mail:</b> Katrina.benny@dgs.ca.gov

### Required Contract Information

<b>Contractor Name:</b> International Association of Plumbing and Mechanical Officials (IAPMO)				
<b>Contractor Address:</b> 5001 E. Philadelphia Street, Ontario, California 91761				
<b>Original Contract Amount Excluding:**</b>  \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Total Original Contract Amount:**</b>  \$ 0.00 <small>(*Includes original contract and previously approved amendments)</small>	<b>Amendment Amount:** (if applicable)</b>  \$ N/A <small>(*Current amendment only)</small>	<b>Amended Contract Amount:**</b>  \$ N/A <small>(*Includes original contract and all amendments, including current amendment)</small>	<b>Has work commenced?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Have goods been acquired?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach explanations for any "Yes" answers.</small>

### Provide a brief description of the acquisition, including all goods and/or services the contractor will provide:

IAPMO will provide services for the publication of the 2016 triennial edition of California Code of Regulations, Title 24, Parts 4 (California Mechanical Code) and 5 (California Plumbing Code), and all supplements and errata to these Parts.

### Contract Type and Term

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

### Required Approvals

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

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

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

### **Signature Instructions for Agencies with an Agency Secretary**

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

### **Signature Instructions for Agencies that do not have an Agency Secretary**

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

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

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

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

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

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

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

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

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

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

IAPMO owns the copyrights to the model building codes upon which the CMC and CPC are based. Therefore, IAPMO must be the publisher of these California building codes if they are each going to contain model code provisions and California's amendments to the model codes.

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

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

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

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



## B. PRICE ANALYSIS

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

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

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

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

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



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

STD. 821 (REV. 10/2006)

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

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

**DEPARTMENTAL CONTACT INFORMATION**

PLEASE TYPE

NAME: Katrina Benny IMS CODE  
C-11

DEPARTMENT: California Building Standards Commission

DIVISION:

ADDRESS: 2525 Natomas Park Dr. Ste 130

CITY, STATE, ZIP: Sacramento, CA 95833

**AGENCY BILLING CODE** 30140

CONTRACT DESCRIPTION  
Publication contract for the publication of the 2016 triennial edition of the California Code of Regulations, Title 24, Parts 4 and 5.

TELEPHONE NUMBER (Not CALNET-Include Area Code)  
916-263-1350

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

**PROVIDE CONTRACTOR'S NAME AND ADDRESS ONLY IF A NON-COMPETITIVELY BID (NCB) CONTRACT IS PROPOSED**


CONTRACTOR'S NAME International Association of Plumbing and Mechanical Officials (IAPMO)	FEDERAL EMPLOYER IDENTIFICATION NUMBER
CONTRACTOR'S ADDRESS (Number, Street) 5001 E. Philadelphia Street	
(City, State, ZIP Code) Ontario, CA 91761	

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

**EXEMPTION JUSTIFICATION (Attach additional sheets if necessary)**

The California Mechanical Code (California Code of Regulations, Title 24, Part 4), and the California Plumbing Code (California Code of Regulations, Title 24, Part 5) are based on two model building codes, the Uniform Mechanical Code, and the Uniform Plumbing Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California.

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


AUTHORIZED SIGNATURE 

TELEPHONE NUMBER  CALNET 263-0916

DATE SIGNED 5-28-15

**PROCUREMENT DIVISION USE ONLY**

ACTION TAKEN ON REQUEST  
 APPROVED  DENIED (See Below)

AUTHORIZED SIGNATURE  DATE SIGNED

COMMENTS

**SEND TO:**

NAME: IMS CODE  
Z-1

DEPARTMENT: DEPARTMENT OF GENERAL SERVICES

DIVISION: PROCUREMENT DIVISION

ADDRESS: 707 THIRD ST., Second Floor

CITY, STATE, ZIP: WEST SACRAMENTO, CA 95605

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

STD. 821 (REV. 10/2006) REVERSE

**INSTRUCTIONS**

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

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

**GENERAL INFORMATION**

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

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

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

**Definitions of Requests:**

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

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

Refer to the State Contracting Manual for additional information.



# MEMORANDUM

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Date: May 18, 2015

To: DGS - OBAS  
707 3<sup>rd</sup> Street  
West Sacramento, CA 95605

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

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

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

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

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

A handwritten signature in black ink that reads 'Katrina Benny'.

Katrina Benny, Staff Services Manager I  
Building Standards Commission



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

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

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

**SPECIFICATIONS**

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

SHIP TO  
Subscriptions

MAILING INSTRUCTIONS  
Varies

SPECIAL INSTRUCTIONS

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

**CONTACT INFORMATION**

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

**FOR OSP USE ONLY**

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

STATE OF CALIFORNIA – Office of State Publishing  
**SERVICE RELEASE DETERMINATION**

OSP 551 REV: (1/2013)

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

**SERVICE RELEASE INFORMATION**

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

**STATEMENT OF FACTS**

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

DETAILS

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**From:** [DGSMFP](#)

**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:37:18 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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STATE BUILDING STANDARDS CODE AGREEMENT  
BETWEEN

CALIFORNIA BUILDING STANDARDS COMMISSION  
AND

THE INTERNATIONAL CODE COUNCIL

(California Building Standards Code – Title 24, Parts 1, 6, 8, 11, & 12)

This Agreement is made this 7th day of November 2012, by and between the International Code Council (hereinafter referred to as "ICC") and the State of California Building Standards Commission (hereinafter referred to as "CBSC"), each of which is also referred to individually as "Party" and both of which are also referred to collectively as "Parties."

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

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

1. **Ownership.**

- 1.1 The ~~2013~~<sup>2016</sup> Code shall remain the property of the CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the ~~2013~~<sup>2016</sup> Code to ICC.
- 1.2 The ownership rights defined in this paragraph 1 shall survive the termination of this Agreement.

2. **Grant of License.** CBSC grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the ~~2013~~<sup>2016</sup> Code in any format, including print and electronic, in accordance with the terms of the Agreement. CBSC shall retain the right to create and distribute



derivative or secondary works (such as handbooks, checklists, training materials and study guides) that incorporate 2013 Code text.

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 2013 Code, then CBSC may print and publish or authorize the printing of and publication of the 2013 Code for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the Title 24 (viz., 2013 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2013 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 2013 Code, whichever occurs first, without compensating ICC.

**3. Technical Services.** Immediately after the execution of this Agreement, ICC shall commence the following services related to the development and publication of the 2013 Code:

- 3.1 ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2013 Code in a loose-leaf format.
- 3.2 ICC shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2010 Code, and three (3) copies of all 2010 supplements, supplements in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.

**4. Sale of Code.** ICC agrees to furnish the 2013 Code in loose-leaf format on the following basis:

- 4.1 ICC shall make the 2010 Code described in Paragraph 3.1 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 Supplements, supplements in response to emergency regulations, and all related errata sheets, from ICC at no additional charge in accordance with the provisions of Paragraph 6.
- 4.2 Any bookstore or other vendor may purchase the 2013 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent Supplements, supplements in response to emergency regulations, and all related errata sheets, from ICC at no additional charge in accordance with the provisions of Paragraph 6 hereof.
- 4.3 ICC shall provide to CBSC the electronic files of the 2013 Code, along with any supplements and emergency updates, in order that the CBSC may make the 2013 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 sub-paragraph.

- 4.4 ICC has the right to include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2013 Code (separate from the actual 2013 Code language). Necessary language will be added to differentiate ICC materials from the 2013 Code. CBSC reserves the right to review such material in advance and shall be provided with such materials at least thirty (30) days prior to publication
- 4.5 ICC reserves the right to sell the 2013 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

**5. 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 2013 SBC, and automatically, any 2013 SBC Supplements <sup>STET</sup> supplements 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.

5.1 ICC shall deliver up to 22 complimentary copies of the 2013 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2013 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 2013 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.

5.1.1 ICC shall deliver up to 200 complimentary copies of the 2013 Code, together with any 2013 SBC Supplements, directly to the state agencies in the quantities specified by CBSC in accordance with Attachment D hereto.

CBSC shall specify, in writing to ICC, the quantity to be delivered to each agency by June 10, 2013. ICC shall provide replacement copies upon written request in the case of apparent delivery failure.

**6. Subscription Service.** In order to ensure that the 2013 Code 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 2013 Code, all supplements, all supplements 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 2013 Code 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, 2013 Code. This excludes distribution to entities in Section 5 above.



**7. Compensation.** In consideration of the opportunity provided to ICC by CBSC to make sales of the 2013 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.

**8. Representations or Warranties of ICC.** ICC represents and warrants that it has the necessary rights to enter into this Agreement.

**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 2013 Code, 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, the parties shall discontinue further printing, publication, sales and distribution of the 2013 Code, except ICC shall be entitled to sell its then existing inventory of the 2013 Code and continue servicing existing subscription customers.

**11. Copyright Notices and Registrations.** All reproductions and/or publications of the 2013 Code after the effective date of this Agreement shall be, at the request of the CBSC, as specified in Attachment F.

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

ICC: International Code Council  
5360 Workman Mill Road  
Whittier, CA 90601-2298  
Attention: Mark Johnson

CBSC: Fax No.: (562) 699-9721  
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 (3<sup>rd</sup>) business day after the date of postmark, or (b) the date of delivery as shown by the return



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

**13. 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.

**14. 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.

**15. 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 therefor by the State Legislature as approved by the Governor.

**16. 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 unappealable 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.

**17. Limitation of Liability.** ICC shall not be liable for any claims, losses, injuries, or damages arising from or related to the 2013 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. Waivers and Certain Claims.**

18.1 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.

18.2 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.



**19. 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.

**20. Compliance with Laws.** ICC shall use the 2013 Code in strict compliance with the terms of this Agreement and all applicable federal, state, county and municipal laws, ordinances, statutes, rules and regulations.

**21. 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.

**22. 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.

**23. 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, (ii) apply to any code(s) other than ICC copyrighted codes, 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, all of which are expressly reserved. Provided, further, that CBSC may use any of the ICC copyrighted codes and/or the 2013 Code for the purposes set forth in this Paragraph 23 pursuant to future contracts or agreements between the Parties hereto. Nothing contained in this paragraph shall constitute a waiver of rights by either Party.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

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

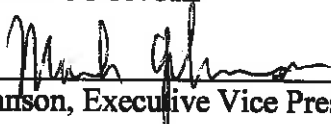
**30. Judgments and Determinations.** When the terms of this Agreement provide that action may or must be taken or that the existence of a condition may be established based on a judgment or determination of a Party, such judgment shall be exercised or such determination shall be made in good faith,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

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

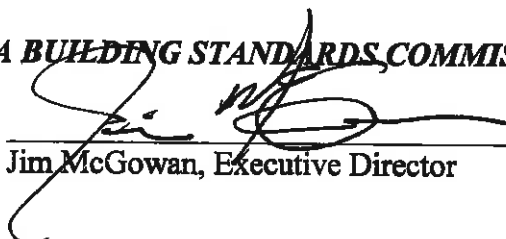
**32. Amendments.** The within Agreement may be amended in writing only and such an amendment must be fully executed by both Parties hereto before they become effective. Oral agreements are herein declared to be not valid and not enforceable.

**33. 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:   
Jim McGowan, Executive Director

## ATTACHMENT A

### » General Terms – Page 1 of 4 «

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- 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, 2013 or at a later date as set by the CBSC, copies of the 2013 SBC in a loose-leaf format wherein all portions of the 2013 Code that have been approved and codified by the CBSC, including those portions of the 2013 Code 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, 2013 publication date, CBSC must deliver to ICC the proofed and approved final text on or before May 15, 2013. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2013, 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 2013 SBC.
- A.2 All those portions of the 2013 Code, 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 2013 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 2013 Code as originally adopted by the CBSC as the 2013 SBC which are thereafter generated by the ICC shall not be printed in the 2013 SBC unless expressly approved by the CBSC.
- A.4 CBSC shall submit to ICC its modifications to the 2013 Code. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2013 SBC for review by CBSC.
- A.5 WITHIN a reasonable time after receipt of the initial draft of the 2013 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 2013 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 2013 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 2013 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.

**A.8 TIME IS OF THE ESSENCE**

- Because the 2013 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, 2013 date to publish the 2013 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 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 PA 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 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 2010 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.
- 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 and CBSC will work out a schedule for completion of the manuscript to ensure publication and its availability on or before July 1, 2013.

- The front of each volume shall contain the pages as per Attachments E, F, G, H and I.
- California language will be in italics.
- All chapters will begin on a right hand page.
- Running heads will read "2013 California Building Code" etc.
- State-agency acronyms will be used throughout the code.
- ICC will submit binder specifications for approval by CBSC.
- The Matrix Adoption Table will be in the front of each correlating chapter the code and supplied as a supplement so it can be inserted in the front of each 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 code advertising other ICC publications.

#### A.9.2 Supplements and Errata

- Supplements to the 2013 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 once a year.
- Emergency supplements shall be published on an "as needed basis."
- 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 Code as per the Agreement Attachments B, C and D as per Paragraph 5 of the Agreement.
- ICC may wholesale the 2013 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 2013 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 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

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 and render reasonable service without charge to qualified patrons, and retain all publications received until authorized to dispose of them.

### Complete Depository Libraries

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

- \* California State Archives, 1020 O Street, Sacramento, 95814; **California State Archives to receive two copies**
- \* California State Library, Government Publications Section, Library and Courts Building, 914 Capitol Mall, Sacramento, 95814-4802 (IMS: 914 Capitol Mall, E-29); **California State Library to receive three copies**  
California State University, Chico, Merriam Library, Government Publications Dept., Chico, 95929-0295  
California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, 90840-1901  
Council of State Governments, Iron Works Pike, Lexington, Kentucky, 40505  
Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, 93721-2285
- \* Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172; **Library of Congress to receive two copies.**  
Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, 90071-2002  
San Diego Public Library, Science and Industry Department, 820 E St., San Diego, 92101-6478  
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, 92182-8050  
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, 94102.  
Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004  
University of California, Berkeley, Government Document Technical Services, Library, Acq Dept. Rec/Docs, 250 Moffit Library, Berkeley, 94720-6000  
University of California, Davis, Shields Library, Government Information and Maps Department, Davis, 95616-5224  
University of California, Los Angeles, Reference and Instructional Services Department, Young Research Library, A4510, P.O. Box 951575, Los Angeles, 90095-1575  
University of California, San Diego, Government Documents Unit, 9500 Gillman Drive 0175P, La Jolla, 92093-0175  
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, 93106-9010

## ATTACHMENT C

### » Selective Depository Libraries – Page 1 of 4 «

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

- A.K. Smiley Public Library, 125 West Vine St., Redlands, 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, 94607-4912
- Alameda Free Library, Reference Dept., 2200 A Central Ave., Alameda, 94501
- Alhambra Public Library, 410 West Main Street, Alhambra, 91801-3432
- Anaheim Public Library, Documents Section, 500 West Broadway, Anaheim, 92805
- Auburn-Placer County Library, 350 Nevada Street, Auburn, 95603
- Berkeley Public Library, 2090 Kittredge Street, Berkeley, 94704
- Butte County Library, 1820 Mitchell Avenue, Oroville, 95966-5387
- California Institute of Technology, Documents Library (1-32), Pasadena, 91125
- California Polytechnic State University, Robert Kennedy Library, Government Documents Section, San Luis Obispo, 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, 3801 W. Temple Ave., Pomona, 91768
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, 92834-4150
- California State University, Hayward, Library-Acquisition/Documents Dept., Hayward, 94542
- California State University, Los Angeles, John F. Kennedy Memorial Library, Government Information Services, 5151 State University Dr., Los Angeles, 90032-8300
- California State University, Northridge, Oviatt Library, 18111 Nordhoff St., Northridge, 91330-8327
- California State University, Sacramento, Library-Documents, 2006 State University Dr., East, Sacramento, 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, 92407
- California State University San Marcos, Library Services, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, 92096-0001
- California State University, Stanislaus, Library, Document Dept., 801 West Monte Vista Ave., Turlock, 95382
- California State University, Board of Trustees, Office of Governmental Affairs, 915 L Street, Suite 1160, Sacramento, 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, 94102

- 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  
Honold/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  
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, 91355



- 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  
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, 95113-1004

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

## ATTACHMENT D

» State Agencies – Page 1 of 2 «

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### 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 9<sup>th</sup> 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](mailto: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](mailto:stephen.beam@cdfa.ca.gov)

- 6 Department of Housing and Community Development  
Mr. Doug Hensel, 1800 Third Street, Sacramento, CA 95814
- 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 «

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**ATTACHMENT F**

» Copyright Notice – Page 1 of 1 «

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[2013 Cover Art]

2013 California Administrative Code  
California Code of Regulations, Title 24, Part 1  
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## ATTACHMENT G

▶▶ Preface – Page 1 of 2 ◀◀

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### *Preface*

This document is the 12th of 12 Parts 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 Referenced Standards Code*.

The *California Building Standards Code* is published in its entirety every three years by order of the California legislature, 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 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.

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](http://www.bsc.ca.gov)

## ATTACHMENT G

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### **Acknowledgement**

The 2013 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 Anna Caballero – Chair  
James Barthman - Vice-Chair

Stephen Jensen

Randy Twist	Rose Conroy
Sheila Lee	Richard Sawhill
Richard Sierra	<i>Erick Mitiken</i>
<i>Vacant-Structural Engineer</i>	<i>Vacant- Architect</i>

Jim McGowan – 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

» Preface – Page 1 of 1 «

## *California Code of Regulations, Title 24* California Agency Information Contact List

### California Energy Commission

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

### California State Lands Commission

Marine Oil Terminals .....(562) 499-6312

### California State Library

Construction Standards ..... (916) 653-7183

### Corrections Standards Authority

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

### Department of Consumer Affairs – Acupuncture Board

Office Standards .....(916) 515-5200

### Department of Consumer Affairs – Board of Pharmacy

Pharmacy Standards .....(916) 574-7900

### Department of Consumer Affairs – Bureau of Barbering And Cosmetology

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

### Department of Consumer Affairs— Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation

Insulation Testing Standards..... (916) 999-2041

### Department of Consumer Affairs – Structural Pest Control Board

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

### Department of Consumer Affairs – Veterinary Medical Board

Veterinary Hospital Standards.....(916) 263-2610

### Department of Food and Agriculture

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

2013 Title 24, Parts 1, 6, 8, 11, &12

### 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 Standards..... (916) 445-8200

**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**

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

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](http://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.

**From:** [DGSMFP](#)

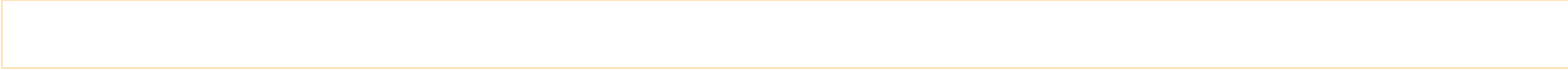
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:36:35 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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**CALIFORNIA ELECTRICAL CODE AGREEMENT  
BETWEEN AND AMONG  
BNI PUBLICATIONS, INC.,  
CALIFORNIA BUILDING STANDARDS COMMISSION  
AND  
THE NATIONAL FIRE PROTECTION ASSOCIATION, INC.  
(California Electrical Code – Title 24, Part 3)**

This Agreement is made as of this 23<sup>th</sup> day of October, 2012, by and between BNI Publications, Inc. (hereinafter referred to as "BNI"), the California Building Standards Commission (hereinafter referred to as "CBSC"), and the National Fire Protection Association, Inc. ("NFPA"), each of which is also referred to individually as "Party" and all of which are also referred to collectively as "Parties".

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70® National Electrical Code® 2011 Edition, as well as the trademark to the title National Electrical Code® and the acronym NEC® (hereinafter referred to as "2011 NEC"); and
- B. **WHEREAS**, BNI is the authorized agent and Licensee of the NFPA; and
- C. **WHEREAS**, CBSC periodically adopts, approves and codifies electrical code standards and amendments, which may be based on an existing model electrical code, and publishes them as the California Electrical Code, California Code of Regulations, Title 24, Part 3 (hereinafter referred to as the "CEC"); and
- D. **WHEREAS**, CBSC desires to publish a 2013 edition of the CEC containing those portions of the 2011 NEC, first printing as adopted by CBSC, that have been approved and codified by CBSC, those portions of the 2011 NEC that have been modified by CBSC, and the California amendments thereto (hereinafter referred to as the "2013 CEC"); and
- E. **WHEREAS**, BNI and CBSC desire to publish the 2013 CEC in a pre-assembled and fully integrated format on or before July 1, 2013; and
- F. **WHEREAS**, BNI and CBSC desire to make arrangements for annual amendments to the 2013 CEC (hereinafter referred to as the "2013 CEC Supplements"), errata supplements, and emergency supplements; and
- G. **WHEREAS**, BNI, CBSC and NFPA want to make arrangements to market, distribute and sell the 2013 CEC through BNI;

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

**1. Grant of License for CEC.**



1.1 **By BNI.** Subject to the limitation of section 1.1.1, BNI, as the authorized agent and Licensee of NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2011 NEC, NFPA supplements and revisions to the 2011 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2013 CEC, as well as the 2013 CEC supplements, errata supplements and emergency supplements (hereinafter referred to collectively as the "Code"). The grant of the foregoing sublicense is limited to the right to:

1.1.1 Publish, print, reprint and distribute all or any pages of the Licensed Property that have been modified by CBSC upon the following terms and conditions: In the event that BNI breaches its obligation provided in Paragraphs 2, 3, 4, 5 or terminates this Agreement pursuant to Paragraph 10, or otherwise discontinues to publish or fail to make available for sale the Code, then CBSC may cause to print and publish all or any pages of the Code that have been modified by CBSC for its use and for sale to the public until publishing thereof is recommenced by BNI or until one hundred and eighty days after publication of the next edition of the CEC, whichever occurs first, without compensating BNI or NFPA. If at any time prior to the discontinuation of publication by BNI the Code becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, the CBSC may without being in violation of the non-transferable license provision hereof, cause to print and publish any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until BNI recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating BNI or NFPA.

1.1.2 Make such changes to the Licensed Property as CBSC determines are required for the Code.

1.1.3 Affix copyright notices to the Code in the manner described in Paragraph 11.

1.1.4 Post all supplements which may contain material copyrighted by NFPA on the BNI website in "read-only" format.

1.2 **By CBSC.** CBSC hereby grants to BNI an exclusive, worldwide license to copy, print, publish, distribute and sell the 2013 CEC and all 2013 CEC Supplements in accordance with the terms of this Agreement.

## 2. **Technical Services.**

- 2.1 Immediately after the execution of this Agreement, BNi shall commence the editorial, type-setting and printing services related to the development and publication of the Code in accordance with the schedule set forth in Attachment A, Paragraphs A.2, A.3, and A.4.
- 2.2 BNi shall, in accordance with the specific formatting requirements and editorial and publication timetable more fully set forth in Attachment A hereto, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public, copies of the Code in a loose-leaf format. The Code shall be printed and published in a fully integrated format that incorporates, into a fully merged, contiguous and pre-assembled document, all portions of the 2011 NEC approved and codified by the CBSC, those portions of the 2011 NEC that have been modified by the CBSC, and all California amendments.
- 2.3 BNi shall print and publish all 2013 CEC Supplements on a regular basis so that all customers have an accurate and up-to-date Code, provided, however, that BNi shall not be required to print, publish and distribute special supplements for minor or inconsequential errors or changes. Special supplements for minor or inconsequential errors and/or changes shall be posted on BNi's website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.
- 2.4 BNi shall provide CBSC with three (3) electronic copies of the final text of the Code, and three (3) electronic copies of all 2013 CEC Supplements for the sole purpose of developing future revisions, amendments and/or supplements to the Code. Said electronic copies shall be provided in Microsoft Word® IBM® environment format that allows the editing of text.

### **3. Sale of Code.**

- 3.1 BNi shall make the Code available for sale to the State of California, local governmental agencies, and the general public on or before July 1, 2013.
- 3.2 The price established by BNi shall entitle the purchaser to receive all 2013 CEC Supplements from BNi at no additional charge.
- 3.3 BNi shall make all 2013 CEC Supplements available on its website, in "read-only" format, within a reasonable time following the publication of such supplements.

### **4. State Code Complimentary Distribution.**

- 4.1 The Library Distribution Act ("LDA") establishes a system to distribute California State agency publications to approximately 150 libraries in



order to make such publications widely available to residents of the State of California (Government Code Section 14900-14911). During the term of this Agreement, BNi shall deliver up to 150 complimentary copies of the 2013 CEC, together with any supplements, directly to the Depository Libraries. The CBSC shall submit to BNi the list of the current Depository Libraries that are to receive one (1) copy of the 2013 CEC. BNi shall provide replacement copies upon written request in the case of apparent delivery failure. From time-to-time libraries are added to the Depository Libraries. BNi shall also provide one (1) copy of the 2013 CEC, and all 2013 CEC Supplements to the additional depository libraries upon CBSC's written request. (Attachments B and C)

4.2 BNi shall deliver up to 190 complimentary copies of the 2013 CEC, together with any 2013 CEC 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 Health Services
- 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 BNi, the quantity to be delivered to each agency by June 10, 2013. BNi shall provide replacement copies upon written request in the case of apparent delivery failure.

- 4.3 BNi shall deliver twenty-two (22) complimentary copies of the 2013 CEC to CBSC, together with any 2013 CEC Supplements. BNi shall also deliver one (1) complimentary copy to each new Commissioner appointed after January 1, 2012 until one hundred and eighty (180) calendar days after the publication of the 2013 Code.
- 4.4 BNi shall deliver to CBSC 10 additional copies of all supplements in addition to that specified in Paragraph 4.3.
- 4.5 BNi shall deliver to CBSC an Adobe Acrobat "pdf" file of all 2013 CEC Supplements within a reasonable time following the publication of the same for the purpose of posting them on the CBSC web site. CBSC shall be entitled to post such supplements on its website in a "read-only" format.
- 4.6 Notwithstanding the provisions set forth in Paragraphs 4.1 through 4.3, inclusive, BNi shall not be obligated to issue, publish or deliver special supplements for minor or inconsequential errors or changes.
5. **Subscription Service.** In order to ensure that the 2013 CEC purchased from BNi is accurate and up-to-date, beginning from the time of initial publication, and continuing for one hundred and eighty (180) calendar days following the publication of the 2013 CEC, BNi shall make available to all purchasers of the 2013 CEC, all 2013 CEC Supplements, at no additional cost. BNi shall provide all purchasers with a subscription registration card which, when returned, will automatically entitle the purchaser to receive all 2013 CEC Supplements to ensure that all subscribers are being provided with an entire up-to-date Code. All agencies receiving complimentary copies of the Code pursuant to the LDA or identified in Paragraph 4 hereof will automatically receive the subscription service in the quantity of the Codes sent, free of charge, whether or not requested in accordance with the provisions of this Paragraph 5.
6. **Compensation.** In consideration of the license granted to CBSC by BNi and the printing, publishing and other services provided to CBSC by BNi, BNi shall not be required to pay any fees, royalties or other payments to CBSC. In consideration of the opportunity provided to BNi by CBSC, CBSC shall not be required to pay any fees, royalties or other payments of any nature to BNi with respect to this Agreement or the licenses granted hereunder.

7. **Reservations.**

- 7.1 BNi and NFPA reserve all rights in the Licensed Property which have not been expressly granted to CBSC hereunder. Except as expressly provided herein, CBSC shall not permit any third party to reproduce, sell and/or distribute the Code, and CBSC shall not itself reproduce, sell, and/or distribute the 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 NFPA and BNi with respect to the Licensed Property shall be brought exclusively by NFPA and BNi, in their sole discretion and at their sole cost and expense, using counsel of their own choosing. All damages or other relief or remedies resulting therefrom shall be owned solely by NFPA and BNi.

8. **Representations or Warranties of NFPA and BNi.** NFPA represents and warrants that it is the sole owner of the copyright rights in the 2011 NEC. BNi represents and warrants that it has the right to enter into this Agreement and to grant the license granted to CBSC hereunder. BNi also represents and warrants that it is the authorized agent and licensee of NFPA. NFPA and BNi make 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 or Warranties of CBSC.** CBSC represents and warrants that CBSC has the full authority to enter into this Agreement and grant BNi an exclusive license to print, publish, market, distribute and sell the Code to BNi.

10. **Term and Termination.**

10.1 This Agreement shall be effective on the date of execution as first above written and shall continue thereafter, until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever comes first. The term of this Agreement may be extended by amendment to this Agreement. The 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. In addition, this Agreement may be terminated with cause at any time after one hundred and eighty (180) days after publication of the 2013 CEC by either party giving written notice thereof to the other party.

10.2 Upon termination of this Agreement by CBSC after a material breach or default by BNi, all rights granted to BNi shall terminate and BNi shall discontinue further printing, publication, sales and distribution of the

Code, except BNi shall be entitled to sell its then existing inventory of the Code. Further, CBSC shall have a non-exclusive, non-transferable copyright license to copy, print, publish, distribute and sell the Code for its own use and for sale to the public until BNi cures its material breach or until one hundred and eighty (180) days after publication of the 2013 CEC, whichever occurs first, without compensating BNi.

10.3 Following the termination of this Agreement, CBSC shall retain its copyright interest in those portions of the Code which were authored by CBSC and NFPA and BNi shall retain its copyright interests in the Licensed Property.

11. **Copyright Notices and Registrations.** With respect to all reproductions and/or publications of the Code after the effective date of this Agreement, CBSC and BNi shall include copyright notices in the form described in Attachment F hereto, so as to reflect their respective ownership interests and to protect such interests.
12. **Acknowledgments.** The title page, and the binder cover, of all publications of the Code shall bear the trademark of NFPA in the form attached hereto as Attachment E.
13. **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be delivered by personal service, by facsimile or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases addressed to:

NFPA: National Fire Protection Association, Inc.  
1 Batterymarch Park  
P.O. Box 9101  
Quincy, MA 02269-9101  
Attention: Dennis J. Berry, Secretary of the Corporation  
Fax No.: (617) 984-7222

BNi: BNi Publications, Inc.  
990 Park Center Drive, Suite E  
Vista, CA 92081  
Attention: William D. Mahoney, President  
Fax No.: (714) 535-8078

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

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

14. **Relationship of Parties.** The relationship of BNI to CBSC hereunder shall be that of an independent contractor and CBSC shall have no right to supervise BNI, its officers, or employees in the performance of its obligations hereunder. CBSC shall look to NFPA for performance in conformity with the scope of this Agreement. However, BNI shall coordinate with CBSC's Executive Director as to the services to be rendered hereunder and shall furnish the drafts of the Code in a format suitable to the needs of CBSC, as reasonably determined by its Executive Director.
15. **Assignment.** No Party may assign any right granted or obligation assumed hereunder except as provided in Paragraph 1 hereof without the prior written consent of the other Parties. Any 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.** BNI understands and agrees that under certain provisions of California law, CBSC may not obligate itself by contract to an extent in excess of an amount appropriated therefor by the State Legislature as approved by the Governor.
17. **Contractors' National Labor Relations Board Certification.** By signing this Agreement, BNI certifies under penalty of perjury that there are no outstanding actions against it and no unappealable judicial rulings resulting from BNI's failure to comply with an order of the National Labor Relations Board in the two calendar years preceding the date of the within Agreement.
18. **Indemnity.** NFPA and BNI 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, damages, costs and expenses, relating to, resulting from, or arising out of any claim by a third party that CBSC's use of the Licensed Property constitutes an infringement of any copyright or other proprietary right of any such third party.

- 18.1 At the request of CBSC, BNi shall, at BNi's cost and expense, defend CBSC with respect to claims based on the matters based on Paragraph 18.1, provided that CBSC promptly tenders the defense to BNi and cooperates with BNi in the defense of any such claim.
- 18.2 The indemnity provisions of this Paragraph 18.1 hereof do not apply if CBSC is in breach of this Agreement.
19. 18.3 NFPA and BNi shall not be responsible for any claims, losses, injuries, or damages arising from or related to any provisions of the 2013 CEC or 2013 CEC Supplements. **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 the terms of this Agreement and 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 required to effectuate and/or facilitate the purpose and intent of this Agreement.
22. **Entire Agreement.** This Agreement constitutes 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 with respect to such subject matter hereof. All prior agreements between the Parties or among the Parties and any third party or parties relating to the CEC, as well as the preparation of derivative works based upon the use of all or any part of the 2011 NEC for purposes of publishing, reproducing, printing, selling and distributing the 2013 CEC are expressly terminated.

23. **Attorneys' Fees.** If any dispute arises out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which that Party may be entitled.
24. **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 of this Agreement 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.
25. **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 NFPA copyrighted codes and/or a code to supersede or replace the 2013 CEC, (ii) apply to any code(s) other than NFPA copyrighted codes and/or a code, approved and codified by CBSC to supersede or replace the 2013 CEC, or (iii) require that CBSC obtain NFPA's approval to approve, codify, adopt, publish, market, sell, or distribute any code(s) other than NFPA copyrighted codes and/or a code to supersede or replace the 2013 CEC. Nothing in this paragraph shall constitute a waiver of NFPA's rights of copyright in the NEC, all of which are expressly reserved.
26. **Waiver.** Any waiver at any time by any 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.
27. **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.
28. **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 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.

29. **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.
30. **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.
31. **Third Party Beneficiaries.** No person or legal entity not a party to this Agreement is intended to benefit by any of its provisions.
32. **Judgments and Determinations.** When the terms of this Agreement provide that an 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.
33. **Attachments.** Attachments A through F, attached hereto, are, by this reference, made a part of this Agreement as if herein written.
34. **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. Verbal agreements shall not be valid or enforceable.
35. **Signatures.** The Parties, having carefully read this Agreement and having consulted (or having been given an opportunity to consult) with 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 for whom it purports to sign.

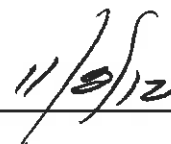


**CALIFORNIA BUILDING STANDARDS  
COMMISSION**

By:

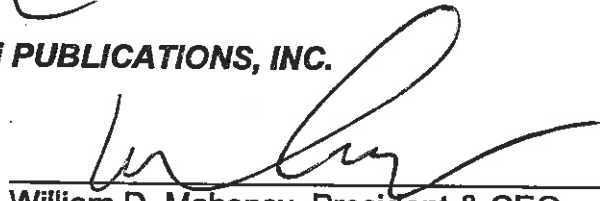
  
\_\_\_\_\_  
Jim McGowan, Executive Director

Dated:

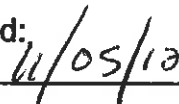
  
\_\_\_\_\_  
11/9/12

**BNI PUBLICATIONS, INC.**

By:

  
\_\_\_\_\_  
William D. Mahoney, President & CEO

Dated:

  
\_\_\_\_\_  
11/05/12

**NATIONAL FIRE PROTECTION ASSOCIATION, INC.**

By:

  
\_\_\_\_\_  
Paul G. Crossman, Vice President, Marketing &  
Sales

Dated:

  
\_\_\_\_\_  
10/30/12

**ATTACHMENT A**  
» **General Terms** «

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- A.1 BNi shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2013, copies of the 2013 CEC 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. Any portions of the Licensed Property, which the State of California or any of its agencies have not specifically adopted shall not be printed in the CEC, or if printed, shall be fully disclosed as not adopted by appropriate printed notation.
- A.2 CBSC shall submit to BNi its modifications to the 2011 NEC upon the signing of this agreement by both parties. Within two (2) weeks of signing this agreement, BNi shall furnish to CBSC a copy of the initial draft of the 2013 CEC for review by CBSC.
- A.3 Within four (4) weeks of receiving the initial draft of the 2013 CEC, CBSC shall submit its revisions to the initial draft to BNi. Within four (4) weeks of receiving the initial draft of the 2013 CEC, BNi shall make any further modifications and submit to CBSC a second draft.
- A.4 On or before May 15, 2013, CBSC shall submit its final revisions to the second draft to BNi. BNi shall make any further modifications and submit to CBSC a final draft for its approval on or before May 22, 2013.
- A.5 BNi shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2013 CEC. If CBSC promptly delivers to BNi the submissions from CBSC as set forth in paragraphs A.2 through A.4 above, BNi shall ensure that the 2013 CEC is available for sale at a date established by the Commission and within thirty (30) days of receipt from the CBSC of fully proofed and approved final text in either electronic format or camera ready copy.
- A.6 TIME IS OF THE ESSENCE**
- Because the 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, 2013 date to publish the Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
  - CBSC and the BNi shall commit staff and resources to expedite their diligent work and cooperate toward the within publication schedules and goals.

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» **General Terms** «

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- Due to the variations of their size and complexity, it is impossible to establish schedules for publication of any 2013 CEC Supplements. Therefore, after CBSC submits any 2013 CEC Supplements to BNi, BNi shall develop a publication schedule of milestone dates, including proposed publication and distribution dates. CBSC shall notify BNi within 15 calendar days following receipt of the publication schedule if CBSC, for valid reason(s) given, believe that the proposed schedule is unacceptable. In the event CBSC objects to the proposed schedule, BNi and CBSC shall meet (in person or by telephone) and develop a mutually acceptable schedule. CBSC's failure to notify BNi of an objection to the proposed schedule within the foregoing fifteen (15) day period shall be deemed to be CBSC's consent to the proposed schedule.
- NFPA, BNi or CBSC shall not be held liable or responsible for any times or dates set out in this Agreement, if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God, for which NFPA, BNi or CBSC is not otherwise responsible.
- All drafts/proofs shall be transmitted to and from CBSC by overnight service and BNi shall give CBSC its UPS or Fed-X account number, so that BNi pays for all shipping.
- NFPA shall provide a "link address" to its website for availability of the codes, which CBSC can use on its website.

A.7 **FORMATTING**, layout and other requirements not contained herein for publication of the Code will be set forth and/or confirmed in subsequent correspondence between the Parties. Said formatting, layout and other requirements include, but are not limited to, the following:

**A.7.1 Code**

- A "pre-assembled code" numbered consecutively, printed on 20 lb., (common paper or equivalent as approved by CBSC), 84 or higher brightness, 8-1/2" by 11" white pre-drilled paper in a seven-hole, loose-leaf format configuration – the same configuration as that used for the 2010 CEC.
- The black font shall be 9 pt., Times Roman with section numbers and headings in bold face.
- Each volume shall be equipped with front and back heavy duty page lifters and when containing more than one part of Title 24, they shall be separated by a heavy-weight reinforced tab divider.

- Volume binders shall conform to the design and colors selected by CBSC and sized appropriately for the contents, which shall be shrink wrapped to ensure completeness.
- BNi and CBSC will work out a schedule for completion of the manuscript to ensure publication and its availability on or before July 1, 2013.
- The index will remain as it appears in the 2011 NEC
- The front of each volume shall contain the pages as per Attachments B, C, D, E, and F.
- California language will be in italics.
- "CA" margin tape, denoting California amendments will be placed in the outside left margin of the columns. CBSC will provide information where to denote all marginal notations.
- All chapters will begin on a right-hand page.
- Running footers will read "2013 California Electrical Code."
- State-agency acronyms will be used throughout the code.
- CBSC will supply binder specifications and the vendor's name supplying binders for the balance of the code set.
- The Matrix Adoption Table will be in the front of the code.
- BNi shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. BNi will maintain the mailing list, and print, mail and verify delivery of 2013 CEC Supplements.
- A card may be placed in the Code advertising other BNi and/or NFPA publications.

#### A.7.2 Supplements

- 2013 CEC Supplements shall be printed on 20 lb. (or equivalent as approved by CBSC) light blue paper.
- Each 2013 CEC Supplement shall be individually shrink-wrapped.

- 2013 CEC Supplements shall be printed to insert by page substitution, and shall contain a publication and effective date on the bottom of each page.
- Regular supplements shall be published once a year, if required.
- Emergency supplements shall be published on an “as needed basis.”
- Errata sheets shall be printed to insert by page substitution on 20 lb. (or equivalent as approved by CBSC) buff colored paper and shall be published on an “as needed basis.”
- The page numbers of the supplements and/or errata sheets where new, additional pages are inserted shall be the number of the last originally published page followed by .1, .2, .3, etc.
- Nothing in this section shall be deemed to require BNi to publish, issue or deliver special supplements for minor or inconsequential errors or changes.

#### A.8 DISTRIBUTION

- BNi shall establish a distribution method in consultation with CBSC.
- To insure the complete document is delivered each copy of the Code shall be shrink-wrapped. The subscription cards shall be wrapped inside the shrink wrapped Code.
- NFPA/BNi reserves the right to include advertising material of related support products/services in distribution of the Code, provided said material is not a part of the official text of the California State Building Standards Code. Any advertising would be clearly denoted and included as a separate insert.

## ATTACHMENT B

### » Depository Libraries – Page 1 of 1 «

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

#### Complete Depository Libraries

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

- \* California State Archives, 1020 O Street, Sacramento, 95814 **California State Archives to receive two copies**
- \* California State Library, Government Publications Section, Library and Courts Building, 914 Capitol Mall, Sacramento, 95814-4802 (IMS: 914 Capitol Mall, E-29) **California State Library to receive three copies**  
California State University, Chico, Merriam Library, Government Publications Dept., Chico, 95929-0295  
California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, 90840-1901  
Council of State Governments, Iron Works Pike, Lexington, Kentucky, 40505  
Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, 93721-2285
- \* Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172 **Library of Congress to receive two copies.**  
Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, 90071-2002  
San Diego Public Library, Science and Industry Department, 820 E St., San Diego, 92101-6478  
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, 92182-8050  
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, 94102.  
Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004  
University of California, Berkeley, Government Document Technical Services, Library, Acq Dept. Rec/Docs, 250 Moffit Library, Berkeley, 94720-6000  
University of California, Davis, Shields Library, Government Information and Maps Department, Davis, 95616-5224  
University of California, Los Angeles, Reference and Instructional Services Department, Young Research Library, A4510, P.O. Box 951575, Los Angeles, 90095-1575  
University of California, San Diego, Government Documents Unit, 9500 Gillman Drive 0175P, La Jolla, 92093-0175  
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, 93106-9010

## ATTACHMENT C

### ▶ Selective Depository Libraries – Page 1 of 4 ◀

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

- A.K. Smiley Public Library, 125 West Vine St., Redlands, 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, 94607-4912
- Alameda Free Library, Reference Dept., 2200 A Central Ave., Alameda, 94501
- Alhambra Public Library, 410 West Main Street, Alhambra, 91801-3432
- Anaheim Public Library, Documents Section, 500 West Broadway, Anaheim, 92805
- Auburn-Placer County Library, 350 Nevada Street, Auburn, 95603
- Berkeley Public Library, 2090 Kittredge Street, Berkeley, 94704
- Butte County Library, 1820 Mitchell Avenue, Oroville, 95966-5387
- California Institute of Technology, Documents Library (1-32), Pasadena, 91125
- California Polytechnic State University, Robert Kennedy Library, Government Documents Section, San Luis Obispo, 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, 3801 W. Temple Ave., Pomona, 91768
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, 92834-4150
- California State University, Hayward, Library-Acquisition/Documents Dept., Hayward, 94542
- California State University, Los Angeles, John F. Kennedy Memorial Library, Government Information Services, 5151 State University Dr., Los Angeles, 90032-8300
- California State University, Northridge, Oviatt Library, 18111 Nordhoff St., Northridge, 91330-8327
- California State University, Sacramento, Library-Documents, 2006 State University Dr., East, Sacramento, 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, 92407
- California State University San Marcos, Library Services, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, 92096-0001
- California State University, Stanislaus, Library, Document Dept., 801 West Monte Vista Ave., Turlock, 85382
- 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, 94102

- 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  
Honold/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  
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, 91355



- 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  
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, 95113-1004

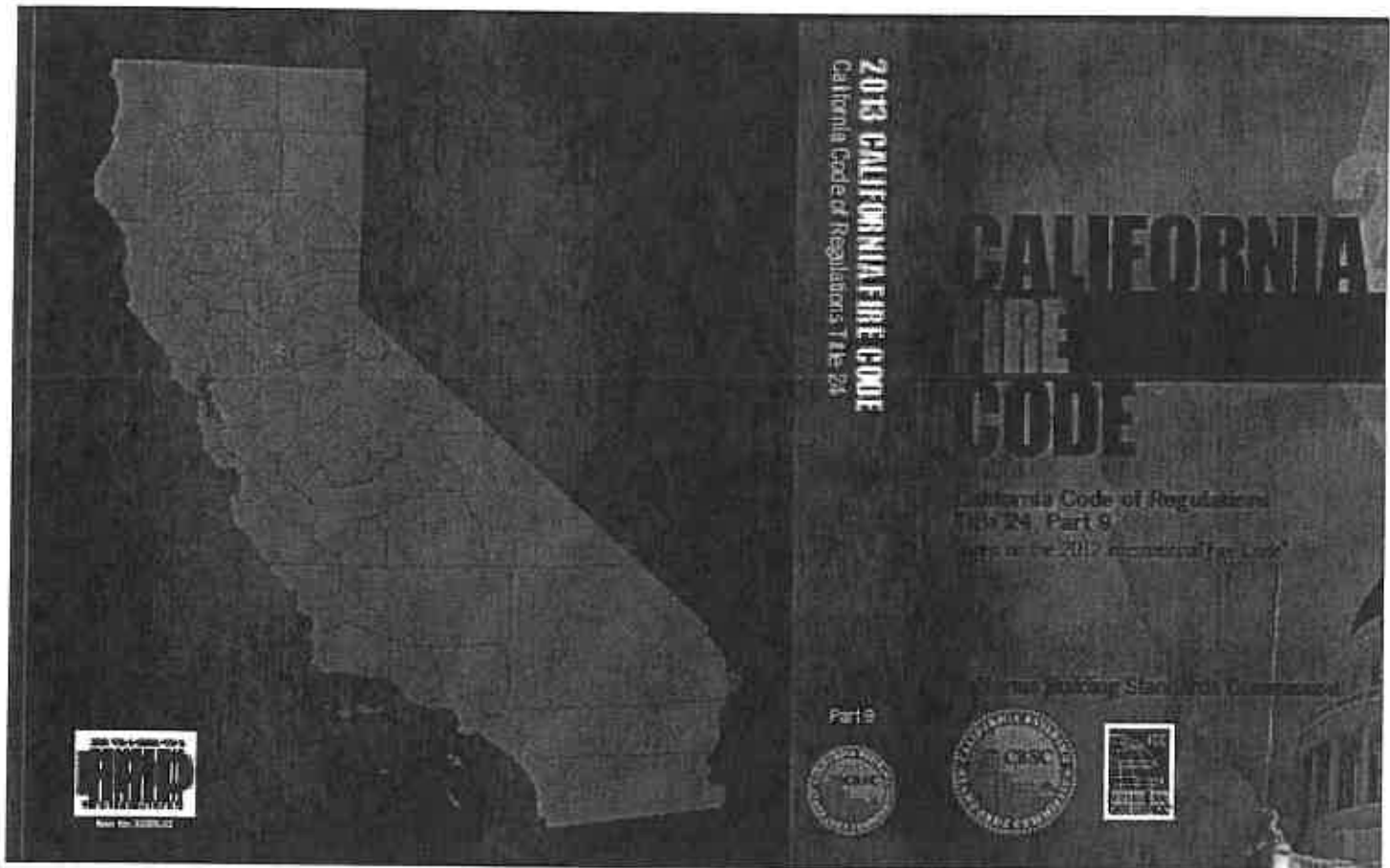
- Santa Clara University, Michel Orradre Library, Documents Department, 500 El Camino Real, Santa Clara, 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, 95060  
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, 95060  
Santa Maria Public 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  
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 Alcala Park, San Diego, 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, 90089-0072  
Government Documents Dept., University of Southern California, Doheny Memorial Library, Los Angeles, 90089-0182  
University of the Pacific Library, 3601 Pacific Avenue, Stockton, 95211-0197
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, 92626  
Whittier College, The Wardman Library, 7031 Founders Hill Road, Whittier, 90608  
Whittier Public Library, 7344 Washington Avenue, Whittier, 90602-1778

## ATTACHMENT D

<u>Quantity</u> .....	<u>Agency</u>
5	Kamala D. Harris, Office of the Attorney General 1300 I Street - #1730, Sacramento, CA 95814
8	Division of the State Architect 1130 K Street – #101, Sacramento, CA 95814
7	Mr. Doug Hensel, Department of Housing and Community Development 1800 Third Street, Sacramento, CA 95814
8	Office of Statewide Health Planning and Development, Facilities Development Division 400 R Street, Suite 200, Sacramento, CA 95814
12	Office of the State Fire Marshal Regulations Manager, CDFFP, 1131 S Street, Sacramento, CA 95814
3	Mr. Bill Pennington, California Energy Commission 1516 9 <sup>th</sup> Street, Sacramento, CA 95814
3	Department of Public Health, REHS Chief, Environmental Management Branch P.O. Box 997377, MS-7405, Sacramento, CA 95899-7377
3	Department of Consumer Affairs 1625 North Market Blvd., Sacramento, CA 95834
3	Corrections Standards Authority 1515 S Street, Sacramento, CA 95814
1	Office of Administrative Law 300 Capitol Mall - Suite 1250, Sacramento, CA 95814-4602
1	State and Consumer Services Agency 915 Capitol Mall - Suite 200, Sacramento, CA 95814

**ATTACHMENT E**  
» NFPA Trademark/Title Page/Binder ◀

Example of 2013 cover artwork:





**ATTACHMENT F**  
**» Copyright Notice «**

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© 2011 NFPA

Copyright © to 2011 NEC Held By

**National Fire Protection Association  
1 Batterymarch Park (P.O. Box 9146)  
Quincy, MA 02269-9959**

Copyright © to all California State Provisions  
Held by

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

**Printed in The United States  
Published and Printed by BNi Publications, Inc.**

# **ATTACHMENT G**

## **» Preface «**

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### **Preface**

This document is the 3rd of 12 Parts 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 Electrical Code* and incorporates, by adoption, the 2011 edition of the *National Electrical Code* of the National Fire Protection Association with the California amendments

The *California Building Standards Code* is published in its entirety every three years by order of the California legislature, 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 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 date filed with the California Building Standards Commission and in no case 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 yourself 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](http://www.bsc.ca.gov)

## **Acknowledgement**

The 2010 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, and the Building Standards Commission (Commission).

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

Governor Edmund G. Brown, Jr.

### *Members of the Building Standards Commission*

Secretary Anna Caballero – Chair

James Barthman – Vice-Chair

Stephen Jensen

Randy Twist

Richard Sierra

Sheila Lee

Vacant- Architect

Rose Conroy

Richard Sawhill

Erick Mitiken

Vacant- Structural Engineer

Jim McGowan – 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

## » Contact List «

### *California Code of Regulations, Title 24 California Agency Information Contact List*

#### California Energy Commission

Energy Hotline.....(800) 772-3300  
Building Efficiency Standards..... or (916) 654-5106  
Appliance Efficiency Standards  
Compliance Manual/Forms

#### California State Lands Commission

Marine Oil Terminals .....(562) 499-6317

#### California State Library

Construction Standards.....(916) 445-9604  
Government Publication Section..... (916) 654-0069

#### Corrections Standards Authority

Local Adult Jail Standards.....(916) 324-1914  
Local Juvenile Facility Standards .....(916) 324-1914

#### Department of Consumer Affairs – Acupuncture Board

Office Standards .....(916) 445-3021

#### 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.....(916) 952-5210

#### Department of Consumer Affairs— Bureau of Home Furnishings and Thermal Insulation

Insulation Testing Standards .....(916) 574-2041

#### Department of Consumer Affairs – Structural Pest Control Board

Structural Standards .....(800) 737-8188

#### Department of Consumer Affairs – Veterinary Medical Board

Veterinary Hospital Standards .....(916) 263-2610

#### Department of Food and Agriculture

Meat & Poultry Packing Plant  
Standards.....(916) 654-0509  
Dairy Standards .....(916) 654-0773

#### Department of Public Health

Organized Camps Standards .....(916) 449-5661  
Public Swimming Pools Standards.....(916) 449-5661  
Asbestos Standards .....(510) 620-2874

#### Department of Housing and Community Development

Residential – Hotels, Motels, Apartments,  
Single-Family Dwellings.....(916) 445-9471  
Permanent Structures in Mobilehome  
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 Installations Standards.....(916) 651-9667

#### 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) 440-8409  
Skilled Nursing Facility Standards .....(916) 440-8409  
Clinic Standards .....(916) 440-8409  
Permits .....(916) 440-8409

#### 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 Standards .....(916) 445-8200

## *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, along with the symbol 'CA' in the margin.

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

[SFM] This is an example of a state agency acronym used to identify an adoption or amendment by the agency. The agency acronyms are used in the code text and in the Matrix Adoption Tables. A list of the acronyms used by state agencies in this code is provided in the California Matrix Adoption Tables beginning on page XX-xv.

C  
A This symbol will be located in the margins to identify a California amendment made to the model code.

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

> This symbol indicates deletion of California language.

### NOTATIONS USED IN THE NATIONAL ELECTRICAL CODE

The following notations appear in the National Electrical Code to aid the user:

**Shaded text indicates that the material differs from the previous edition.**

The user should inspect this text carefully, as some requirements may have been changed.

| A vertical line in the margin indicates an entirely new article.

**From:** [DGSMFP](#)

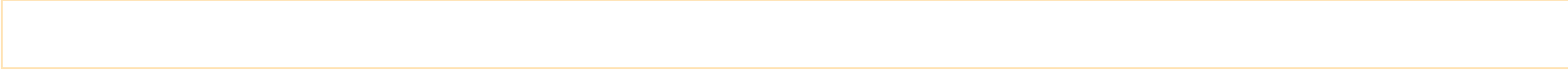
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:35:47 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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**STATE BUILDING STANDARDS CODE AGREEMENT  
BETWEEN**

**CALIFORNIA BUILDING STANDARDS COMMISSION  
AND  
THE INTERNATIONAL CODE COUNCIL  
(California Building Code – Title 24, Parts 2, 2.5, 9 & 10)**

This Agreement is made this 7th day of November 2012, by and between the International Code Council (hereinafter referred to as "ICC") and the State of California Building Standards Commission (hereinafter referred to as "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 2012 *International Building Code*, 2012 *International Residential Code*, 2012 *International Fire Code* and 2012 *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 2013 edition of the SBC (hereinafter referred to as the "2013 SBC") on or before July 1, 2013 or at a later date as set by the CBSC containing those portions of the first published editions (as adopted by CBSC) of the 2012 IBC, 2012 IRC, 2012 IFC and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been modified by CBSC.
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2013 SBC on or before July 1, 2013 in a pre-assembled format that integrates portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 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 2013 SBC, to be codified in Title 24, Parts 2, 2.5, 9, & 10 CCR (hereinafter referred to as the "2013 SBC Supplements"), as well as supplements to the 2013 SBC in response to emergency regulations.

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

- 1. Grant of License for SBC: Ownership.** ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC, ICC supplements and revisions to the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC, (hereinafter "Licensed Property"), in whole or in part, solely to create and publish the 2013 SBC, as well as the 2013 SBC

Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the "2013 Code"), including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2013 Code, and (b) affix copyright notices to the 2013 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 2013 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 2013 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 2013 SBC, then CBSC may print and publish or authorize the printing of and publication of the 2013 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., 2013 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2013Code, 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 2013 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 2013 SBC in a loose-leaf format wherein all portions of the 2012 IBC, 2012 IRC, 2012 IFC, and 2012 IEBC that have been approved and codified by CBSC, including those portions of the 2012 IBC, 2012 IRC, 2012 IFC and 2012 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 2012 International Building Code, the 2012 International Residential Code and the 2012 International Fire Code , Chapters A1 & A3 of the 2012 International Existing Building Code, and three (3) copies of all 2010 SBC Supplements, supplements to the 2010 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 2013 Code in loose-leaf format on the following basis:

3.1 ICC shall make the 2013 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 2013 SBC Supplements, supplements to the 2013 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 2013 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2013 SBC Supplements, supplements to the 2013 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 2013 Code in order that the CBSC may make the 2013 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 2013 Code (separate from the actual 2013 Code language). Necessary language will be added to differentiate ICC materials from the 2013 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 2013 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 2013 SBC, and automatically, , any 2013 SBC Supplements, supplements to the 2013 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 2013 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2013 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 2013 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 2013 Code, together with any 2013 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, 2013. ICC shall provide replacement copies upon written request in the case of apparent delivery failure.

**5. Subscription Service.** In order to ensure that the 2013 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 2013 SBC, all 2013 SBC Supplements, all supplements to the 2013 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 2013 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 2013 Code.

**6. Compensation.** In consideration of the opportunity provided to ICC by CBSC to make sales of the 2013 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 2013 Code, and CBSC shall not itself reproduce, sell, and/or distribute the Licensed Property or the 2013 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 2012 IBC, 2012 IRC, 2012 IFC, and 2012 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 2013 Code shall terminate and the Parties shall discontinue further printing, publication, sales and distribution of the 2013 Code, except ICC shall be entitled to sell its then existing inventory of the 2013 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 2013 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 2013 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 2013 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 2013 Code shall bear the trademark of ICC.

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

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

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

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

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

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

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

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

**18. Indemnity.**

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

18.2 Except as provided in the paragraph 18.1, ICC shall not be liable for any claims, losses, injuries, or damages arising from or related to the 2013 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 2013 Code to supersede or replace the SBC, (ii) apply to any code(s) other than ICC copyrighted codes and/or the 2013 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 2013 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 2013 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:   
Jim McGowan, Executive Director

## ATTACHMENT A

- 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, 2013 or at a later date as set by the CBSC, copies of the 2013 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, 2013 publication date, CBSC must deliver to ICC the proofed and approved final text on or before May 15, 2013. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2013, 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 2013 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 2013 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 2012 Licensed Property as originally adopted by the CBSC as the 2013 SBC which are thereafter generated by the ICC shall not be printed in the 2013 SBC unless expressly approved by the CBSC.
- A.4 CBSC shall submit to ICC its modifications to the 2012 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 2013 SBC for review by CBSC.
- A.5 WITHIN a reasonable time after receipt of the initial draft of the 2013 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 2013 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 2013 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 2013 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.

#### A.8 TIME IS OF THE ESSENCE

- Because the 2013 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, 2013, date to publish the 2013 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 PA 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 2013 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 2010 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.
- 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 2012 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, 2013.

- Index will remain as it appears in the 2012 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 "2013 California Building Code" etc.
- State-agency acronyms will be used throughout the 2013 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 2013 Code and available as a supplement so it can be inserted in the front of each 2013 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 2013 Code advertising other ICC publications.

#### A.9.2 Supplements and Errata

- Supplements to the 2013 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."
- 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 2013 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 2013 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 2013 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 2013 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

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

### Complete Depository Libraries

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

- \* California State Archives, 1020 O Street, Sacramento, 95814  
**California State Archives to receive two copies**
- \* California State Library, Government Publications Section, Library and Courts Building, 914 Capitol Mall, Sacramento, 95814-4802 (IMS: 914 Capitol Mall, E-29)  
**California State Library to receive three copies**  
California State University, Chico, Merriam Library, Government Publications Dept., Chico, 95929-0295  
California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, 90840-1901  
Council of State Governments, Iron Works Pike, Lexington, Kentucky, 40505  
Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, 93721-2285
- \* Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172  
**Library of Congress to receive two copies.**  
Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, 90071-2002  
San Diego Public Library, Science and Industry Department, 820 E St., San Diego, 92101-6478  
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, 92182-8050  
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, 94102.  
Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004  
University of California, Berkeley, Government Document Technical Services, Library, Acq Dept. Rec/Docs, 250 Moffit Library, Berkeley, 94720-6000  
University of California, Davis, Shields Library, Government Information and Maps Department, Davis, 95616-5224  
University of California, Los Angeles, Reference and Instructional Services Department, Young Research Library, A4510, P.O. Box 951575, Los Angeles, 90095-1575  
University of California, San Diego, Government Documents Unit, 9500 Gillman Drive 0175P, La Jolla, 92093-0175  
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, 93106-9010

## ATTACHMENT C

### » Selective Depository Libraries – Page 1 of 4 «

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

- A.K. Smiley Public Library, 125 West Vine St., Redlands, 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, 94607-4912
- Alameda Free Library, Reference Dept., 2200 A Central Ave., Alameda, 94501
- Alhambra Public Library, 410 West Main Street, Alhambra, 91801-3432
- Anaheim Public Library, Documents Section, 500 West Broadway, Anaheim, 92805
- Auburn-Placer County Library, 350 Nevada Street, Auburn, 95603
- Berkeley Public Library, 2090 Kittredge Street, Berkeley, 94704
- Butte County Library, 1820 Mitchell Avenue, Oroville, 95966-5387
- California Institute of Technology, Documents Library (1-32), Pasadena, 91125
- California Polytechnic State University, Robert Kennedy Library, Government Documents Section, San Luis Obispo, 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, 3801 W. Temple Ave., Pomona, 91768
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, 92834-4150
- California State University, Hayward, Library-Acquisition/Documents Dept., Hayward, 94542
- California State University, Los Angeles, John F. Kennedy Memorial Library, Government Information Services, 5151 State University Dr., Los Angeles, 90032-8300
- California State University, Northridge, Oviatt Library, 18111 Nordhoff St., Northridge, 91330-8327
- California State University, Sacramento, Library-Documents, 2006 State University Dr., East, Sacramento, 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, 92407
- California State University San Marcos, Library Services, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, 92096-0001
- California State University, Stanislaus, Library, Document Dept., 801 West Monte Vista Ave., Turlock, 95382
- California State University, Board of Trustees, Office of Governmental Affairs, 915 L Street, Suite 1160, Sacramento, 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, 94102

- 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  
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, 91355

- 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  
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, 95113-1004

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

## ATTACHMENT D

▶ State Agencies – Page 1 of 2 ◀

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**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 9<sup>th</sup> 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](mailto:douglas.hepper@cdfa.ca.gov)
  
- 1      Department of Food and Agriculture, Milk and Dairy Foods

- 6 Department of Housing and Community Development  
Mr. Doug Hensel, 1800 Third Street, Sacramento, CA 95814
- 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 «

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[COVER ART]

## **ATTACHMENT F**

» Copyright Notice – Page 1 of 1 «

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2013 California Building Code  
California Code of Regulations, Title 24, Volume 1 of Part 2  
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# ATTACHMENT G

» Preface – Page 1 of 1 «

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## *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 2012 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](http://www.bsc.ca.gov)

## **Acknowledgement**

The 2013 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 Anna Caballero – Chair

James Barthman – Vice-Chair

Stephen Jensen

Randy Twist

Sheila Lee

Richard Sierra

*Vacant-Structural Engineer*

Rose Conroy

Richard Sawhill

*Erick Mikiten*

*Vacant- Architect*

Jim McGowan – Executive Director

Michael L. Nearman – Deputy Executive Director

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



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

**California Energy Commission**

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

**California State Lands Commission**

Marine Oil Terminals.....(562) 499-6312

**California State Library**

Construction Standards..... (916) 653-7183

**Corrections Standards Authority**

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

**Department of Consumer Affairs –  
Acupuncture Board**

Office Standards.....(916) 515-5200

**Department of Consumer Affairs – Board of  
Pharmacy**

Pharmacy Standards.....(916) 574-7900

**Department of Consumer Affairs – Bureau of  
Barbering And Cosmetology**

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

**Department of Consumer Affairs—**

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

Insulation Testing Standards.....(916) 999-2041

**Department of Consumer Affairs –  
Structural Pest Control Board**

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

**Department of Consumer Affairs – Veterinary  
Medical Board**

Veterinary Hospital Standards.....(916) 263-2610

**Department of Food and Agriculture**

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

**Department of Public Health**

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

**Department of Housing and Community Development**

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

**Department of Water Resources**

Gray Water Information..... (916) 651-9676

**Division of the State Architect – Access Compliance**

Access Compliance Standards ..... (916) 445-8100

**Division of the State Architect – Structural Safety**

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

**Division of the State Architect - State Historical  
Building Safety Board**

Alternative Building Standards ..... (916) 445-8100

**Office of Statewide Health Planning and Development**

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

**Office of The State Fire Marshal**

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

**ATTACHMENT I**

» How to Distinguish Model Code Language – Page 1 of 1 «

## 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 I/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](http://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.



**From:** [DGSMFP](#)

**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:34:45 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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**CALIFORNIA BUILDING STANDARDS CODE AGREEMENT**  
**BETWEEN**  
**THE CALIFORNIA BUILDING STANDARDS COMMISSION**  
**AND**  
**THE INTERNATIONAL ASSOCIATION OF PLUMBING**  
**AND MECHANICAL OFFICIALS (IAPMO)**

(California Mechanical Code – Title 24, Part 4 and California Plumbing Code - Title 24, Part 5)

This Agreement is made as of this 25<sup>th</sup> day of July 2012, by and between the International Association of Plumbing and Mechanical Officials (hereinafter referred to as "IAPMO") and the State of California Building Standards Commission (hereinafter referred to as "CBSC"), each of which is also referred to individually as "Party" and both of which are also referred to collectively as "Parties".

- A. **WHEREAS**, IAPMO is the sole owner of the copyright to the 2012 Uniform Mechanical Code and the 2012 Uniform Plumbing Code (hereinafter referred to as "UMC/UPC "); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies plumbing and mechanical code standards and amendments, which may be based on the Uniform Mechanical Code and the Uniform Plumbing Code and publishes them as the California Mechanical Code Title 24, Part 4, and California Plumbing Code Title 24, Part 5, (hereinafter referred to as the "CMC/CPC"), California Code of Regulations (CCR); and
- C. **WHEREAS**, CBSC desires to publish a 2013 edition of the CMC/CPC (hereinafter referred to as the "2013 CMC/CPC") on or before July 1, 2013 or at a later date as set by the CBSC containing portions of the 2012 UMC/UPC that have been approved and codified by the CBSC, including those portions of the 2012 UMC/UPC that have been modified by the CBSC, as well containing California amendments thereto; and
- D. **WHEREAS**, IAPMO and CBSC desire to facilitate the publication of the 2013 CMC/CPC on or before July 1, 2014 in a pre-assembled format that integrates portions of the 2012 UMC/UPC that have been approved and codified by the CBSC, including those portions of the 2012 UMC/UPC that have been modified by the CBSC, as well as the California amendments thereto; and
- E. **WHEREAS**, IAPMO and the CBSC desire to make available necessary annual amendments from time to time to the 2013 CMC/CPC, to be codified in Title 24 Part 4 and Title 24, Part 5, CCR (hereinafter referred to as the "2013 CMC/CPC Supplements"), as well as supplements to the 2013 CMC/CPC in response to emergency regulations and all related errata,

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

- 1. **Grant of License for CMC/CPC.** IAPMO hereby grants CBSC a non-exclusive, non-transferable license to use and copy all or any portion of the 2012 UMC/UPC, IAPMO supplements and revisions to the 2012 UMC/UPC, hereinafter ("Licensed Property"), in whole or in part, solely to create and publish the 2013 CMC/CPC, as well as the 2013 CMC/CPC Supplements, supplements to the 2013 CMC/CPC in response to emergency regulations, and all related errata sheets (hereinafter also referred to collectively as the "Code"), including the right to:

- 1.1. Publish, print, reprint and distribute all or any part of the Licensed Property, as parts of the Code in accordance with the provisions of Paragraph 1.4 hereof as set forth below.
  - 1.2. Make such changes to the Licensed Property as CBSC determines is required for the Code.
  - 1.3. Affix copyright notices to the Code in the manner described in Paragraph 11 hereof below.
  - 1.4. IAPMO further grants to the CBSC a non-exclusive, non-transferable copyright license to copy, print, publish, distribute and sell all or any portion of the Licensed Property that may be adopted and codified by the CBSC, including those portions that may be modified by the CBSC, and California amendments thereto, as part of the Code, upon the following terms and conditions: In the event that IAPMO breaches its obligations provided in Paragraphs 2, 3, 4, or 5, or terminates this Agreement pursuant to paragraph 10.1, or otherwise discontinues to publish or fails to make available for sale the Code, then CBSC may print and publish, or authorize the printing of and publication of the Code for its own use and for sale to the public until publishing thereof is recommenced by IAPMO or until one hundred and eighty (180) days after publication of the next edition of the CMC/CPC (viz., 2013 edition), whichever occurs first, without compensating IAPMO. If at any time prior to the discontinuation of publication by IAPMO, said 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, without being in violation of the non-transferable copyright license provisions herein, 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 IAPMO recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CMC/CPC (viz., 2013 edition), whichever occurs first, without compensating IAPMO.
  - 1.5. CBSC herein grants to IAPMO an exclusive, worldwide license to copy, print, publish, distribute and sell the 2013 CMC/CPC in accordance with the terms of this Agreement.
2. **Technical Services.** Immediately after the execution of the within Publication Agreement (PA), IAPMO will commence the following editorial, type-setting and printing services related to the development and publication of the Code:
- 2.1. Except as permitted in Attachment A hereto, IAPMO shall, in accordance with the specific formatting requirements and editorial and publication timetable more fully set forth in Attachment A hereto, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public, copies of the Code in a loose-leaf format wherein all portions of the 2012 UMC/UPC that have been approved and codified by the CBSC, including those portions of the 2012 UMC/UPC that have been modified by the CBSC, as well as the California amendments thereto, which are fully merged and integrated into a contiguous and pre-assembled document.
  - 2.2. IAPMO shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the Code, and three (3) copies of all 2013 CMC/CPC Supplements, supplements to the 2013 CMC/CPC in response to emergency regulations, and all related errata sheets, in an electronic version in Microsoft Word<sup>®</sup> IBM<sup>®</sup> environment format that allows editing of text solely for code development purposes.

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

- 3.1. IAPMO shall make the Code described in Paragraph 1 hereof available to the State of California, local governmental agencies, and the general public at a price established by IAPMO that will entitle the purchaser to receive all 2013 CMC/CPC Supplements, supplements to the 2013 CMC/CPC in response to emergency regulations, and all related errata sheets from IAPMO at no additional charge in accordance with the provisions of Paragraph 5.
- 3.2. Any bookstore or other vendor may purchase the Code from IAPMO for resale and may resell the same at any price which will entitle the purchaser to receive all 2013 CMC/CPC Supplements, supplements to the 2013 CMC/CPC in response to emergency regulations, and all related errata sheets from IAPMO at no additional charge in accordance with the provisions of Paragraph 5 hereof.
- 3.3. IAPMO shall deliver twenty-two (22) complementary copies of the 2013 CMC/CPC to the CBSC and then deliver one complementary copy for each new Commissioner appointed after July 1, 2013 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 Code (viz., 2013 edition).
- 3.4. IAPMO shall deliver up to 190 complimentary copies of the 2013 CMC/CPC, together with any 2013 CMC/CPC Supplements, directly to the following state agencies in the quantities specified by CBSC (Attachment D hereto).

CBSC shall specify, in writing to IAPMO, the quantity to be delivered to each agency by June 10, 2013. IAPMO shall provide replacement copies upon written request in the case of apparent delivery failure.

4. **State Code Distribution.** The Library Distribution Act (LDA) establishes 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 (Government Code Section 14900-14911). During the term of this Agreement IAPMO shall deliver complementary copies of the 2013 CMC/CPC, and automatically, regardless of subscription requests, any 2013 CMC/CPC Supplements, supplements to the 2013 CMC/CPC 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 (1) copy each to the Selective Depository Libraries listed in Attachment C. If a dispute arises regarding delivery of materials in accordance with this provision, IAPMO may, in its discretion, either (1) provide the CBSC a copy of proof of delivery of the materials or (2) provide additional complementary copies. Any dispute over delivery of materials in accordance with this provision must be presented to IAPMO in writing no later than a year after the termination of this agreement pursuant to Paragraph 10.1.
5. **Subscription Service.** In order to ensure that the 2013 CMC/CPC purchased from IAPMO or any bookstore or other vendor is accurate and up-to-date, beginning from the time of initial publication, IAPMO shall make available to all purchasers of the 2013 CMC/CPC, all 2013 CMC/CPC Supplements, supplements to the 2013 CMC/CPC in response to emergency regulations, and all related errata sheets at no additional cost. IAPMO shall provide all purchasers with a subscription

registration card which, when returned, will automatically entitle the purchaser to receive such updates to the 2013 CMC/CPC. Subscription to this service shall result in the subscriber being provided with an entire up-to-date Code. Those entities listed in Attachments B, C and D hereto receiving complementary copies of the Code pursuant to the LDA (Paragraph 4 hereof) and Paragraph 3.3 hereof will automatically receive the Subscription Service in the quantity of the Codes sent, free of charge, whether or not requested in accordance with the provisions of this Paragraph 5.

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

7. **Reservations.**

7.1. IAPMO reserves all rights in the Licensed Property which have not been expressly granted to CBSC hereunder. Except as expressly provided in Paragraph 1 hereof, CBSC shall not permit any third party to reproduce, sell and/or distribute the Code, and CBSC shall not itself reproduce, sell, and/or distribute the 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 IAPMO with respect to the Licensed Property shall be brought exclusively by IAPMO, 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 IAPMO.

8. **Representations or Warranties of IAPMO.** IAPMO represents and warrants that it has the necessary rights to enter into this Agreement and to grant the rights granted to CBSC hereunder. IAPMO further warrants that it is the sole owner of the copyright rights in the 2012 UMC/UPC and shall provide CBSC with evidence of said ownership. IAPMO 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 or Warranties of CBSC.** CBSC represents and warrants that CBSC has the 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 above written and shall continue thereafter, unless terminated by either Party giving a thirty (30) day written notice of termination to the other Party in accordance with the procedures described later in this Paragraph or until one hundred and eighty (180) days after publication of the next edition of the CMC/CPC (viz., 2013 edition), whichever comes first. The term of this Agreement may be extended by Amendment to this Agreement. The 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. In addition, this Agreement may be terminated without cause at any time after one hundred and eighty (180) days after publication of the 2013 CMC/CPC by either party giving written notice thereof to the other party.

- 10.2. Upon termination of this Agreement, all rights granted to CBSC and IAPMO pursuant to this Agreement as to the Code shall terminate and the Parties shall discontinue further printing, publication sales and distribution of the Code, except IAPMO shall be entitled to sell its then existing inventory of the Code. Provided, however, the foregoing provisions of this Paragraph 10.2 shall not apply to a termination by written notice from IAPMO pursuant to the last sentence of Paragraph 10.1 in which event, following such termination, CBSC's rights to print, publish, sell and distribute the Code will be governed by the provisions of Paragraph 1.4 hereof.
- 10.3. Following the termination of this Agreement, CBSC shall retain its copyright interest in those portions of the Code which were authored by CBSC and IAPMO shall retain its copyright interests in the Licensed Property.

## **11. Copyright Notices and Registrations.**

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

12. **Acknowledgments.** The title page, and the binder cover, of all publications of the Code shall bear the trademark of IAPMO in the form attached hereto as Attachment E.
13. **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be delivered by personal service, by FAX or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases addressed to:

IAPMO: International Association of Plumbing and Mechanical Officials  
5001 East Philadelphia Street  
Ontario, California 91761-2816  
Attention: G.P. Russ Chaney, Executive Director  
  
Fax No.: (909) 472-4241

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

In the case of service by mail, service shall be deemed complete at the earlier of (a) the expiration of the third (3rd) business day after the date of postmark, or (b) the date of delivery as shown by the return receipt. In the case of service by FAX, upon sending without a failure, a copy of the notice shall be sent by registered or certified mail, in the manner set forth above, within

twenty-four (24) hours after being originally sent by FAX. In the case of personal service, upon obtaining a receipt of delivery, delivery shall be deemed complete on the date of actual delivery. Either party hereto may, from time to time, by notice in writing, served as set forth above, designate a different address to a different or additional person to which all such notices or communications thereafter are to be given.

14. **Relationship of Parties.** The relationship of IAPMO to the CBSC hereunder shall be that of an independent contractor and CBSC shall have no right to supervise IAPMO, its officers, or employees in their performance hereunder. CBSC shall look to IAPMO for performance in conformity with the scope of this Agreement. However, IAPMO shall coordinate with the CBSC Executive Director as to the services to be rendered hereunder and shall furnish the drafts of the Code in a format suitable to the needs of the CBSC as reasonably determined by its Executive Director.
15. **Assignment.** Neither Party may assign any right granted nor may obligation assumed hereunder except as may be provided in Paragraph 1 hereof without the prior written consent of the other Party. Any 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.** IAPMO understands and agrees that under certain provisions of California law, CBSC may not obligate itself by contract to an extent in excess of an amount appropriated therefor by the State Legislature as approved by the Governor.
17. **Contractors' National Labor Relations Board Certification.** By signing this Agreement, IAPMO certifies under penalty of perjury that there are no outstanding actions against it and no unappealable judicial rulings resulting from IAPMO's failure to comply with an order of the National Labor Relations Board in the two calendar years preceding the date of the within Agreement.
18. **Indemnity.**
  - 18.1. IAPMO 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 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 challenging publication and distribution of documents pursuant to the provisions of this Agreement, including, without limitation, those relating to, resulting from, or in any way arising out of allegations that the use of the Licensed Property constitutes an infringement of any copyright or other proprietary right of any third party.
  - 18.2. At the request of CBSC, IAPMO shall, at IAPMO's own cost and expense, defend CBSC in connection with the matters for which IAPMO is obligated to indemnify and hold CBSC harmless in accordance with Paragraph 18.1 hereof, provided that CBSC promptly tenders the defense to IAPMO and cooperates with IAPMO in the defense thereof.
  - 18.3. The indemnity provisions of Paragraph 18.1 hereof do not apply to any action for a breach of this Agreement by CBSC.

- 18.4. IAPMO is not responsible for any claims, losses, injuries, or damages arising from or related to the State amended provisions of the 2013 CMC/CPC, 2013 CMC/CPC Supplements or supplements to the 2013 CMC/CPC in response to emergency regulations which consists of language not adopted by IAPMO.

**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. All prior agreements between the Parties or among the Parties and any third party or parties relating to the 2013 CMC/CPC, as well as the preparation of derivative works based upon the use of all or any part of the UMC/UPC for purposes of publishing, reproducing, printing, selling and distributing the 2013 CMC/CPC are expressly terminated.

23. **Attorneys' Fees.** If any dispute arises out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which that Party may be entitled. This provision shall be applicable to the entire Agreement, and shall include attorneys' fees, costs and expenses incurred in enforcing and collecting an arbitration award or judgment.

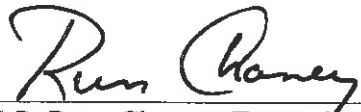
24. **Severability.** If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the Parties 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.



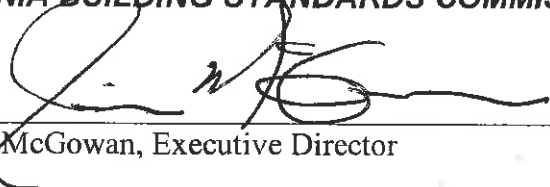
25. **Continuing Obligations.** Any rights and obligations under this Agreement that by their nature extend beyond the term of this Agreement, including but not limited to the obligation to maintain confidentiality of proprietary information, shall survive any expiration or termination of this Agreement. Nothing contained in this Agreement, however, shall (i) prevent CBSC from approving, codifying, adopting, publishing, marketing, selling, or distributing any code(s) other than IAPMO copyrighted codes and/or the Code to supersede or replace the 2013 CMC/CPC, (ii) apply to any code(s) other than IAPMO copyrighted codes and/or the Code, approved and codified by CBSC to supersede or replace the 2013 CMC/CPC, or (iii) require that CBSC obtain IAPMO's approval to approve, codify, adopt, publish, market, sell, or distribute any code(s) other than IAPMO copyrighted codes and/or the Code, to supersede or replace the 2013 CMC/CPC, provided that nothing in this paragraph shall constitute a waiver of IAPMO's rights of copyright in the UMC/UPC, or any other copyrights of IAPMO, all of which are expressly reserved. Nothing contained in this paragraph shall constitute a waiver, by either Party, of rights that exist independent of this Agreement.
26. **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.
27. **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.
28. **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 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.
29. **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.
30. **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.
31. **Third Party Beneficiaries.** Excepting as provided in Paragraph 1.4, no person or legal entity not a party to this Agreement is intended to benefit by any of its provisions.
32. **Judgments and Determinations.** When the terms of this Agreement provide that an 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.
33. **Attachments.** Attachments A through I attached hereto are, by this reference, made a part of this Agreement as if herein written.

34. **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. Verbal agreements are herein declared to be not valid and not enforceable.
35. **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 for whom it purports to sign.

**INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS**

By:   
G.P. Russ Chaney, Executive Director

**CALIFORNIA BUILDING STANDARDS COMMISSION**

By:   
Jim McGowan, Executive Director

## ATTACHMENT A

### » General Terms – Page 1 of 4 «

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- A.1 IAPMO shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2013 or at a later date as set by the CBSC, copies of the 2013 CMC/CPC 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, 2013 publication date, CBSC must deliver to IAPMO the proofed and approved final text on or before May 15, 2013. In the event CBSC fails to deliver to IAPMO the proofed and approved final text on or before May 15, 2013, IAPMO shall be provided with a period of 35 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2013 CMC/CPC.
- 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 2013 CMC/CPC. In the event IAPMO insists on including such non-adopted language, it shall be highlighted and clearly noted as not adopted by the State on each page on which it appears.
- A.3 All Errata and/or Supplements to the 2012 UMC/UPC as originally adopted by the CBSC as the 2013 CMC/CPC which are thereafter generated by the IAPMO shall not be printed in the CMC/CPC unless expressly approved by the CBSC.
- A.4 CBSC shall submit to IAPMO its modifications to the 2012 UMC/UPC. Within a reasonable time after the receipt thereof from CBSC, IAPMO shall furnish to CBSC a copy of the initial draft of the 2013 CMC/CPC for review by CBSC.
- A.5 WITHIN a reasonable time after receipt of the initial draft of the 2013 CMC/CPC from IAPMO, CBSC shall submit its revisions to the initial draft to IAPMO. Within a reasonable time after receipt of the CBSC's revisions to the initial draft, IAPMO shall make any further modifications and submit to CBSC a second draft.
- A.6 WITHIN a reasonable time after receipt of the second draft of the 2013 CMC/CPC from IAPMO, CBSC shall submit its revisions to the second draft to IAPMO. Within a reasonable time after receipt of the CBSC's revisions to the second draft, IAPMO shall make any further modifications and submit to CBSC a final draft.
- A.7 IAPMO shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2013 CMC/CPC. If CBSC promptly delivers to IAPMO the submissions from CBSC as set forth in paragraphs A.2 through A.6 above, IAPMO shall ensure that the 2013 CMC/CPC is available for sale within thirty-five (35) days of receipt from the CBSC of fully proofed and approved final text in either electronic format or camera ready copy.

#### A.8 TIME IS OF THE ESSENCE

- Because the 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, 2013 date to publish the Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
- The CBSC and the IAPMO 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 IAPMO, a Publication Schedule of milestone dates, including a Publication date, shall be included. That Publication Schedule, due to possible coordination with other contractors, is of critical importance. IAPMO shall notify the CBSC within 15 calendar days following receipt 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 IAPMO to abide by the Schedule submitted.
- Neither IAPMO nor CBSC shall be held liable or responsible for any times or dates set out in this PA if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of god for which the IAPMO or the CBSC is not otherwise responsible.

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

##### A.9.1 Code

- A "pre-assembled code" numbered consecutively, printed on 20lb., 84 or higher brightness, 8-1/2" by 11" white pre-drilled paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2010 CMC/CPC.
- The black font shall be 9.5 pt. Helvetica and Palatino with section numbers and headings in bold face.
- Each volume shall be equipped with front and back heavy duty page lifters and when containing more than one Part of Title 24, they shall be separated by a heavy-weight reinforced tab divider.
- 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.
- IAPMO will integrate existing 2012 UMC/UPC language with California amendments to be reviewed and approved by the CBSC. First review and schedule will be agreed upon by the parties.
- IAPMO and CBSC will work out a schedule for completion of the manuscript to ensure publication and its availability on or before July 1, 2013.

- Index will remain as it appears in the 2012 UMC/UPC
- The front of each volume shall contain the pages as per Attachments E, F, G, H and I.
- California language will be in italics.
- All chapters will begin on a right hand page.
- Running heads will read "2013 California Plumbing Code" for the CPC and "2013 California Mechanical Code" for the CMC.
- State-agency acronyms will be used throughout the code.
- The CBSC will supply binder specifications and the vendor's name supplying binders for the balance of the code set.
- The Matrix Adoption Table will be at the beginning of each chapter.
- IAPMO shall supply a postage-paid return card for each purchaser to apply for complementary automatic receipt of all supplements and errata sheets. IAPMO will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
- A card may be placed in the code advertising other IAPMO publications.

#### A.9.2 Supplements and Errata

- Regular supplements to the code shall be published once a year and 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.
- Emergency supplements shall be published on an "as needed basis."
- 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

- IAPMO shall establish a distribution method in consultation with the CBSC.
- IAPMO shall distribute approximately 190 complementary copies of the Code as per the Agreement Attachments B, C and D and per Paragraphs 3, 4 and 5 of the Agreement.
- IAPMO may wholesale the Code to other resellers in California.
- Within 30 days after the end of each calendar quarter, IAPMO will provide the CBSC with a report of the number of copies of the Code sold and the number shipped wholesale during that quarter, and the number of subscription postcards returned to IAPMO for that quarter and cumulative totals for the term of this within Agreement.
- IAPMO reserves the right to include advertising material of related support products/services in distribution of the Code, provided said material is not a part of the official text of the California State Building Standards Code. Any advertising would be clearly denoted and included as a separate insert.

## ATTACHMENT B

### » Depository Libraries – Page 1 of 1 «

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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.

- ① California State Archives, 1020 O Street, Sacramento, 95814  
**California State Archives to receive two copies**
- ① 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
- ① 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 «

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

- A.K. Smiley Public Library, 125 West Vine St., Redlands, 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, 94607-4912
- Alameda Free Library, Reference Dept., 2200 A Central Ave., Alameda, 94501
- Alhambra Public Library, 410 West Main Street, Alhambra, 91801-3432
- Anaheim Public Library, Documents Section, 500 West Broadway, Anaheim, 92805
- Auburn-Placer County Library, 350 Nevada Street, Auburn, 95603
- Berkeley Public Library, 2090 Kittredge Street, Berkeley, 94704
- Butte County Library, 1820 Mitchell Avenue, Oroville, 95966-5387
- California Institute of Technology, Documents Library (1-32), Pasadena, 91125
- California Polytechnic State University, Robert Kennedy Library, Government Documents Section, San Luis Obispo, 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, 3801 W. Temple Ave., Pomona, 91768
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, 92834-4150
- California State University, Hayward, Library-Acquisition/Documents Dept., Hayward, 94542
- California State University, Los Angeles, John F. Kennedy Memorial Library, Government Information Services, 5151 State University Dr., Los Angeles, 90032-8300
- California State University, Northridge, Oviatt Library, 18111 Nordhoff St. Northridge, 91330-8327
- California State University, Sacramento, Library-Documents, 2009 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, 94102

- 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  
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, 91355



- 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  
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, 95113-1004

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

## ATTACHMENT D

» State Agencies – Page 1 of 2 «

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<u>Quantity</u>	<u>Agency</u>
2	Office of the Attorney General Kamala D. Harris, 1300 I Street - #1730, Sacramento, CA 95814
2	California Energy Commission Mr. Bill Pennington, 1516 9 <sup>th</sup> 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](mailto:stephen.beam@cdfa.ca.gov)
- 6 Department of Housing and Community Development  
Mr. Doug Hensel, 1800 Third Street, Sacramento, CA 95814
- 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](mailto: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**

» IAPMO Trademark/Title Page/Binder – Page 1 of 1 «

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**[cover art]**

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**Based on the**

**2012**

**UNIFORM PLUMBING CODE™**



**ATTACHMENT F**

▶▶ Copyright Notice – Page 1 of 1 ◀◀

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Copyright<sup>®</sup> to 2012 UPC<sup>®</sup> Held By

International Association of Plumbing and Mechanical Officials  
5001 East Philadelphia Street  
Ontario, CA 91761-2815

Copyright<sup>®</sup> to all California State Provisions  
Held By

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

Printed in The United States

## ATTACHMENT G

» Preface – Page 1 of 1 «

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### *Preface*

This document is the 4th of 12 Parts 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 Mechanical Code* and incorporates, by adoption, the 2012 edition of the *Uniform Mechanical Code* of the International Association of Plumbing and Mechanical Officials with California amendments.

The *California Building Standards Code* is published in its entirety every three years by order of the California legislature, 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 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; and
- 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](http://www.bsc.ca.gov)

## **Acknowledgement**

The 2013 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 Anna Caballero – Chair

James Barthman  
Randy Twist  
Danielle Paxson  
Richard Sierra  
*Vacant- Architect*

Stephen Jensen  
Rose Conroy  
Richard Sawhill  
*Vacant-Local Building Official*  
*Vacant- Public Member/ Disabled*

Jim McGowan – Executive Director  
Michael L. Nearman – Deputy Executive Director



**Attachment H**

» Contact List – Page 1 of 2 «

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

# ATTACHMENT H

» Preface – Page 2 of 2 «

## *California Code of Regulations, Title 24* California Agency Information Contact List

### California Energy Commission

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

### California State Lands Commission

Marine Oil Terminals ..... (562) 499-6312

### California State Library

Construction Standards..... (916) 653-7183

### Corrections Standards Authority

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

### Department of Consumer Affairs – Acupuncture Board

Office Standards.....(916) 515-5200

### Department of Consumer Affairs – Board of Pharmacy

Pharmacy Standards.....(916) 574-7900

### Department of Consumer Affairs – Bureau of Barbering And Cosmetology

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

### Department of Consumer Affairs—

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

Insulation Testing Standards..... (916) 999-2041

### Department of Consumer Affairs – Structural Pest Control Board

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

### Department of Consumer Affairs – Veterinary Medical Board

Veterinary Hospital Standards.....(916) 263-2610

### Department of Food and Agriculture

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

### Department of Public Health

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

### Department of Housing and Community Development

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

### Department of Water Resources

Gray Water Information..... (916) 651-9676

### Division of the State Architect – Access Compliance

Access Compliance Standards ..... (916) 445-8100

### Division of the State Architect – Structural Safety

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

### Division of the State Architect - State Historical Building Safety Board

Alternative Building Standards ..... (916) 445-8100

### Office of Statewide Health Planning and Development

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

### Office of The State Fire Marshal

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

## ATTACHMENT I

### *How to Distinguish Model Code Language From California Amendments*

To distinguish between model code language and the incorporated California Amendments, including exclusive California standards – California amendments will appear in italics.

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

["BSC"] This symbol identifies which State agency(s) by its "acronym" that has amended a section of the model code. For a complete listing of the State agency acronyms, see the Application Section within Chapter 1.



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



This symbol indicates that model code language has been deleted within the California amendment



This symbol indicates deletion of California language

**From:** [DGSMFP](#)

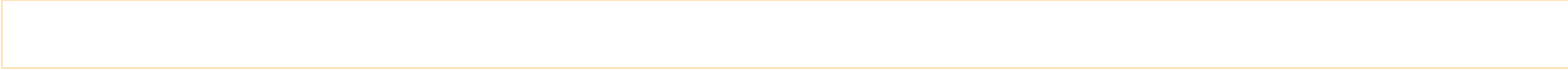
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:34:04 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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70 190 copies - Agency counts



## 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] [REDACTED] 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>Leann de la Motte</i> <i>Kevin</i>
2525 Natomas Park Drive #130
Sacramento, CA 95833
(916) 263-0677
<a href="mailto:Leann.delamotte@dgs.ca.gov">Leann.delamotte@dgs.ca.gov</a>

<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.

*would this be Kevin? or is it Leann due to ABMS?*

- 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 A1 & A3 of the 2015 International Existing Building Code, and three (3) copies of all 2013 SBC Supplements, supplements to the 2013 SBC in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes.

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

- 3.1 ICC shall make the 2016 Code described in Paragraph 2.1 hereof available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all 2016 SBC Supplements, supplements

to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5.

- 3.2 Any bookstore or other vendor may purchase the 2016 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 SBC Supplements, supplements to the 2016 SBC in response to emergency regulations, and all related errata sheets from ICC at no additional charge in accordance with the provisions of Paragraph 5 hereof.
- 3.3 ICC shall provide to CBSC the electronic files of the 2016 Code in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If ICC develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.
- 3.4 ICC has the right to include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate ICC materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication..
- 3.5 ICC reserves the right to sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

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

- 4.1 ICC shall deliver up to 22 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 22 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall



provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.

- 4.2 ICC shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 SBC Supplements, directly to the following state agencies in the quantities specified by CBSC (Attachment D):
- Attorney General, Department of Justice
  - Division of the State Architect, Department of General Services
  - Division of Codes and Standards, Department of Housing and Community Development
  - Facilities Development Division, Office of Statewide Health Planning and Development
  - Office of the State Fire Marshal, Department of Forestry and Fire Protection
  - Energy Efficiency and Demand Analysis Division, California Energy Commission
  - Division of Drinking Water and Environmental Management, Department of Public Health
  - Board of Barbering and Cosmetology, Department of Consumer Affairs
  - Acupuncture Board of California, Department of Consumer Affairs
  - Board of Pharmacy, Department of Consumer Affairs
  - Veterinary Medical Board, Department of Consumer Affairs
  - Structural Pest Control Board, Department of Consumer Affairs
  - Facilities Planning and Finance Branch, Department of Corrections
  - Corrections Standards Authority
  - Office of Library Construction, California State Library
  - Office of Administrative Law
  - State and Consumer Services Agency

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

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

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

## **7. Reservations.**

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

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

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

## **10. Term and Termination.**

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

10.3 Following the termination of this Agreement, CBSC shall retain its copyright interest in those portions of the 2016 Code which were authored by CBSC and ICC shall retain its copyright interests in the Licensed Property.

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

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

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

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

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

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

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

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

In the case of service by mail, service shall be deemed complete at the earlier of (a) the expiration of the third (3<sup>rd</sup>) business day after the date of postmark, or (b) the date of

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

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

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

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

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

**18. Indemnity.**

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

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

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

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

#### **19. Waivers and Certain Claims.**

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

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

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

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

**22. Entire Agreement.** This Agreement constitutes, and is intended to constitute, the complete and entire agreement between the Parties with respect to the subject matter hereof and expressly supersedes any and all prior oral or written negotiations or agreements between the Parties hereto with respect to the subject matter hereof. In the event that a conflict exists between the terms of this Agreement and the terms of any other agreement between the Parties, the terms of this Agreement shall govern and control.

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

- 24. Continuing Obligations.** Any rights and obligations under this Agreement that by their nature extend beyond the term of this Agreement, including but not limited to the obligation to maintain confidentiality of proprietary information, shall survive any expiration or termination of this Agreement. Nothing contained in this Agreement, however, shall (i) prevent CBSC from approving, codifying, adopting, publishing, marketing, selling, or distributing any code(s) other than ICC copyrighted codes and/or the 2016 Code to supersede or replace the SBC, (ii) apply to any code(s) other than ICC copyrighted codes and/or the 2016 Code, approved and codified by CBSC to supersede or replace the SBC, or (iii) require that CBSC obtain ICC's approval to approve, codify, adopt, publish, market, sell, or distribute any code(s), other than ICC copyrighted codes and/or the 2016 Code, to supersede or replace the SBC; provided that nothing in this paragraph shall constitute a waiver of ICC's rights of copyright, which are expressly reserved. Provided, further, that CBSC may use any of the ICC copyrighted codes and/or the 2016 Code for the purposes set forth in this Paragraph 24 pursuant to future contracts or agreements between the Parties. Nothing contained in this paragraph shall constitute a waiver of rights by either Party.
- 25. Waiver.** Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.
- 26. Non-Frustration.** Neither Party to this Agreement shall commit any act or take any action which frustrates or hampers the rights of the other Party under this Agreement. Each Party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.
- 27. Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and any action arising out of this Agreement shall be brought in the Superior Court of the State of California in and for the County of Sacramento and/or the United States District Court for the Eastern District of California. Each Party hereto consents to the use of such forum and agrees not to challenge such forum on the basis of inconvenience, lack of personal jurisdiction, or any other basis whatsoever.
- 28. Headings.** The headings used in this Agreement are for reference purposes only, and shall not be deemed a part of this Agreement, or used in the construction or interpretation of any portion hereof.
- 29. Construction.** In the case of uncertainty regarding the language in any part of this Agreement, the language shall be construed in accordance with its fair meaning rather than being interpreted against the Party who caused the uncertainty to exist.
- 30. Third party Beneficiaries.** No person or legal entity not a party to this Agreement is intended to benefit by any of its provisions.
- 31. Judgments and Determinations.** When the terms of this Agreement provide that action may or must be taken or that the existence of a condition may be established based on a



judgment or determination of a Party, such judgment shall be exercised or such determination shall be made in good faith, in a timely manner, and shall not be arbitrary or capricious.

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

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

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

**INTERNATIONAL CODE COUNCIL**

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

**CALIFORNIA BUILDING STANDARDS COMMISSION**

By: \_\_\_\_\_  
Jim McGowan, Executive Director



## **ATTACHMENT A**

### **General Terms – Page 1 of 4**

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- 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.



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**General Terms – Page 2 of 4**

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**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 [redacted] 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.

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**General Terms – Page 3 of 4**

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- 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."

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**General Terms – Page 4 of 4**

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- 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

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

#### Complete Depository Libraries

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

- ★ California State Archives, 1020 O Street, Sacramento, 95814  
**California State Archives to receive two copies**
- ★ California State Library, Government Publications Section, Library and Courts Building, 914 Capitol Mall, Sacramento, 95814-4802 (IMS: 914 Capitol Mall, E-29)  
**California State Library to receive three copies**  
 California State University, Chico, Merriam Library, Government Publications Dept., Chico, 95929-0295  
 California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, 90840-1901  
 Council of State Governments, Iron Works Pike, Lexington, Kentucky, 40505  
 Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, 93721-2285
- ★ Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172  
**Library of Congress to receive two copies.**  
 Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, 90071-2002  
 San Diego Public Library, Science and Industry Department, 820 E St., San Diego, 92101-6478  
 San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, 92182-8050  
 San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, 94102.  
 Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004  
 University of California, Berkeley, Government Document Technical Services, Library, Acq Dept. Rec/Docs, 250 Moffit Library, Berkeley, 94720-6000  
 University of California, Davis, Shields Library, Government Information and Maps Department, Davis, 95616-5224

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

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

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

**ATTACHMENT C****Selective Depository Libraries – Page 1 of 4**

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

- Law** A.K. Smiley Public Library, 125 West Vine St., Redlands, 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, 94607-4912
- Alameda Free Library, Reference Dept., 2200 A Central Ave., Alameda, 94501
- Alhambra Public Library, 410 West Main Street, Alhambra, 91801-3432
- Anaheim Public Library, Documents Section, 500 West Broadway, Anaheim, 92805
- Auburn-Placer County Library, 350 Nevada Street, Auburn, 95603
- Berkeley Public Library, 2090 Kittredge Street, Berkeley, 94704
- Butte County Library, 1820 Mitchell Avenue, Oroville, 95966-5387
- California Institute of Technology, Documents Library (1-32), Pasadena, 91125
- California Polytechnic State University, Robert Kennedy Library, Government Documents Section, San Luis Obispo, 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, 3801 W. Temple Ave., Pomona, 91768
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, 92834-4150
- California State University, Hayward, Library-Acquisition/Documents Dept., Hayward, 94542
- California State University, Los Angeles, John F. Kennedy Memorial Library, Government Information Services, 5151 State University Dr., Los Angeles, 90032-8300
- California State University, Northridge, Oviatt Library, 18111 Nordhoff St., Northridge, 91330-8327
- California State University, Sacramento, Library-Documents, 2006 State University Dr., East, Sacramento, 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, 92407
- California State University San Marcos, Library Services, State Documents,

- 333 S. Twin Oaks Valley Road, San Marcos, 92096-0001  
 California State University, Stanislaus, Library, Document Dept., 801 West Monte Vista Ave., Turlock, 85382  
 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

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**Selective Depository Libraries – Page 2 of 4**


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- 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



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**Selective Depository Libraries – Page 3 of 4**


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- 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
- Law** 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

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**Selective Depository Libraries – Page 4 of 4**

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

## ATTACHMENT D

### State Agencies – Page 1 of 2

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#### 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 9<sup>th</sup> 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**

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- 6 Department of Housing and Community Development  
Mr. Doug Hensel, 1800 Third Street, Sacramento, CA 95814
- 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**

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**[COVER ART]**

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

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2016 California Building Code  
California Code of Regulations, Title 24, Volume 1 of Part 2  
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# ATTACHMENT G

Preface – Page 1 of 1

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## *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](http://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 Klausbrückner	Cheryl Roberts
David Malcolm Carson	Pedro Santillan
Erick Mikiten	Kent Sasak

Jim McGowan – Executive Director

Michael L. Nearman – Deputy Executive Director

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



**ATTACHMENT H**

**California Code of Regulations, Title 24  
California Agency Information Contact List**

**California Energy Commission**

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

**California State Lands Commission**

Marine Oil Terminals ..... (562) 499-6312

**California State Library**

Construction Standards ..... (916) 653-7183

**Corrections Standards Authority**

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

**Department of Consumer Affairs –  
Acupuncture Board**

Office Standards ..... (916) 515-5200

**Department of Consumer Affairs – Board of  
Pharmacy**

Pharmacy Standards ..... (916) 574-7900

**Department of Consumer Affairs – Bureau of  
Barbering And Cosmetology**

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

**Department of Consumer Affairs—**

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

Insulation Testing Standards ..... (916) 999-2041

**Department of Consumer Affairs –  
Structural Pest Control Board**

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

**Department of Consumer Affairs – Veterinary  
Medical Board**

Veterinary Hospital Standards ..... (916) 263-2610

**Department of Food and Agriculture**

Meat & Poultry Packing Plant &

Dairy Standards ..... (916) 900-5002

**Department of Public Health**

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

**Department of Housing and Community Development**

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

**Department of Water Resources**

Gray Water Information ..... (916) 651-9676

**Division of the State Architect – Access Compliance**

Access Compliance Standards ..... (916) 445-8100

**Division of the State Architect – Structural Safety**

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

**Division of the State Architect - State Historical  
Building Safety Board**

Alternative Building Standards ..... (916) 445-8100

**Office of Statewide Health Planning and Development**

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

**Office of The State Fire Marshal**

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

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

**From:** [DGSMFP](#)

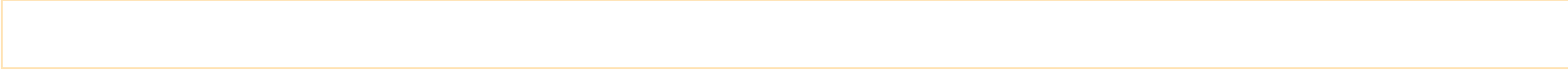
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:33:17 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

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**\*\*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 the 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 <a href="mailto:kevin.day@dgs.ca.gov">kevin.day@dgs.ca.gov</a>

<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.

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**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.

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**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 2016 Code.

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

**7. Reservations.**



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

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

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

#### **10. Term and Termination.**

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

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

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

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

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

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

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

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

CBSC: California Building Standards Commission  
2525 Natomas Park Drive - Suite 130  
Sacramento, California 95833-2936  
Attention: Jim McGowan, Executive Director  
Fax No.: (916) 265-0959

*Michael McGowan, Director*

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

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

*For designated contract*  
**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**

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- voluntary  
agreement?*
- 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.

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**General Terms – Page 2 of 4**

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**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

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- 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.

*and include  
bucc - Errata  
b10C-SUPP*





- Emergency supplements shall be published on an "as needed basis."

#### General Terms – Page 4 of 4

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- 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 or 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.

never done!



back of book

## ATTACHMENT B

### Depository Libraries – Page 1 of 1

*to be updated*

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

#### Complete Depository Libraries

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

- ★ California State Archives, 1020 O Street, Sacramento, 95814  
**California State Archives to receive two copies**
- ★ California State Library, Government Publications Section, Library and Courts Building, 914 Capitol Mall, Sacramento, 95814-4802 (IMS: 914 Capitol Mall, E-29)  
**California State Library to receive three copies**  
California State University, Chico, Merriam Library, Government Publications Dept., Chico, 95929-0295  
California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, 90840-1901  
Council of State Governments, Iron Works Pike, Lexington, Kentucky, 40505  
Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, 93721-2285
- ★ Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172  
**Library of Congress to receive two copies.**  
Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, 90071-2002  
San Diego Public Library, Science and Industry Department, 820 E St., San Diego, 92101-6478  
San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, 92182-8050  
San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, 94102.  
Government Document Receiving, Green Library, Stanford University, Stanford, 94305-6004  
University of California, Berkeley, Government Document Technical Services, Library, Acq Dept. Rec/Docs, 250 Moffit Library, Berkeley, 94720-6000  
University of California, Davis, Shields Library, Government Information and Maps Department, Davis, 95616-5224

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

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

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

*to be updated* →

## ATTACHMENT C

### Selective Depository Libraries – Page 1 of 4

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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.

- Law** A.K. Smiley Public Library, 125 West Vine St., Redlands, 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, 94607-4912
- Alameda Free Library, Reference Dept., 2200 A Central Ave., Alameda, 94501
- Alhambra Public Library, 410 West Main Street, Alhambra, 91801-3432
- Anaheim Public Library, Documents Section, 500 West Broadway, Anaheim, 92805
- Auburn-Placer County Library, 350 Nevada Street, Auburn, 95603
- Berkeley Public Library, 2090 Kittredge Street, Berkeley, 94704
- Butte County Library, 1820 Mitchell Avenue, Oroville, 95966-5387
- California Institute of Technology, Documents Library (1-32), Pasadena, 91125
- California Polytechnic State University, Robert Kennedy Library, Government Documents Section, San Luis Obispo, 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, 3801 W. Temple Ave., Pomona, 91768
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, 92834-4150
- California State University, Hayward, Library-Acquisition/Documents Dept., Hayward, 94542
- California State University, Los Angeles, John F. Kennedy Memorial Library, Government Information Services, 5151 State University Dr., Los Angeles, 90032-8300
- California State University, Northridge, Oviatt Library, 18111 Nordhoff St., Northridge, 91330-8327
- California State University, Sacramento, Library-Documents, 2006 State University Dr., East, Sacramento, 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, 92407
- California State University San Marcos, Library Services, State Documents,

- 333 S. Twin Oaks Valley Road, San Marcos, 92096-0001  
California State University, Stanislaus, Library, Document Dept., 801 West Monte Vista Ave., Turlock, 85382  
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**

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- 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**

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- 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
- Law** 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**

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

## ATTACHMENT D

State Agencies – Page 1 of 2

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*to be updated*

### 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 9<sup>th</sup> 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

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- 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

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[COVER ART]

## **ATTACHMENT F**

### **Copyright Notice – Page 1 of 1**

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

ISBN ###  
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*update*

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## ATTACHMENT G

Preface – Page 1 of 1

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Update

### *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](http://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

*Update per Mike's input*

**ATTACHMENT H**

***California Code of Regulations, Title 24***  
**California Agency Information Contact List**

**California Energy Commission**

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

**California State Lands Commission**

Marine Oil Terminals ..... (562) 499-6312

**California State Library**

Construction Standards..... (916) 653-7183

**Corrections Standards Authority**

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

**Department of Consumer Affairs –  
Acupuncture Board**

Office Standards.....(916) 515-5200

**Department of Consumer Affairs – Board of  
Pharmacy**

Pharmacy Standards .....(916) 574-7900

**Department of Consumer Affairs – Bureau of  
Barbering And Cosmetology**

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

**Department of Consumer Affairs—**

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

Insulation Testing Standards..... (916) 999-2041

**Department of Consumer Affairs –  
Structural Pest Control Board**

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

**Department of Consumer Affairs – Veterinary  
Medical Board**

Veterinary Hospital Standards .....(916) 263-2610

**Department of Food and Agriculture**

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

**Department of Public Health**

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

**Department of Housing and Community Development**

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

**Department of Water Resources**

Gray Water Information..... (916) 651-9676

**Division of the State Architect – Access Compliance**

Access Compliance Standards ..... (916) 445-8100

**Division of the State Architect – Structural Safety**

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

**Division of the State Architect - State Historical  
Building Safety Board**

Alternative Building Standards ..... (916) 445-8100

**Office of Statewide Health Planning and Development**

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

**Office of The State Fire Marshal**

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



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

*Add  
Exhibit I*

*Update  
Review*

**ATTACHMENT I**

↳ How to Distinguish Model Code Language – Page 1 of 1 ◀

## **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 IAC	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)
OSHDP 1	Office of Statewide Health Planning and Development (see Section 1.10.1)
OSHDP 2	Office of Statewide Health Planning and Development (see Section 1.10.2)
OSHDP 3	Office of Statewide Health Planning and Development (see Section 1.10.3)
OSHDP 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](http://www.bsc.ca.gov).

*Update  
pense*

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.

**From:** [DGSMFP](#)

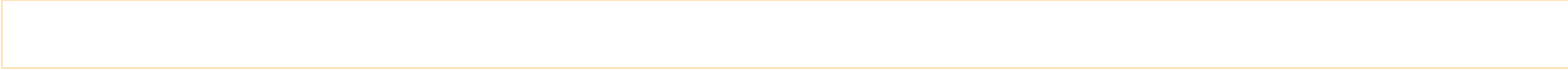
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:31:55 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

---



Day, Kevin@DGS

**From:** Day, Kevin@DGS  
**Sent:** Wednesday, December 09, 2015 9:31 AM  
**To:** Benny, Katrina  
**Cc:** Biedermann, Cynthia@DGS; de la Motte, Leann@DGS  
**Subject:** FW: ICC Code Publication and Exhibits  
**Attachments:** ICC 2016 CODE SOW.docx

↑ BRUCE BETTS  
LAURA FROST

Katrina,

Regarding Bruce's third comment, Cynthia pointed out that there is already a requirement in the ICC contract(s) that requires ICC to report the number of copies sold to BSC (see Page 7, Section K – Distribution, #4 of the attached). She said she's not sure that ICC has ever done this, so we may be able to preserve the existing contract language and simply let ICC know that they will have to start reporting now that we're under DGS. Cynthia believes that ICC (and possibly the other publishers) record this data anyway and likely wouldn't take issue.

Just wanted you to have this info before I schedule the meeting for Monday morning.

Kevin Day  
916.263.0355

---

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

Good morning Kevin,

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

- ✓ **Contract Length:** I adjusted the term to two years. A longer term would require a justification from CSBC for approval by OLS. SCM Vol. 1 7.80 B.
- ✓ **General Terms and Conditions:** We are required to use GTC 610 (see Exhibit C). I removed any of the terms and conditions in the draft SOW that are duplicated in GCT 610. SCM Vol. 1 4.08 A.1.d.1). *Is GTC 610 SEPARATE THAT WE WILL SEND TO PUBLISHER?*
- ✓ **\$ Consideration:** I added a paragraph in Exhibit B (B.6.) that requires ICC to collect and report data CBSC on the sales of the code manuals. The contract has significant \$ consideration going both ways. The state receives several hundred copies of the manuals with a value of a little over \$1000 each. The contractor is selling the manuals for a little over a \$1000 each and I am assuming they are selling hundreds, if not thousands of copies of the manual at this

pricing. Because of this, SCM Vol. 1 para 7.45 applies and the contract will require OLS review. I am committed to giving them a document they will sign off on the first time to reduce administrative delay but I will need your assistance and guidance in this.

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

INCLUDE BOTH!

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 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, 2-300, West Sacramento, CA 95605

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

\* ATTACHMENT CONTENT WILL BE UPDATED

\* REFERENCES NOT INCLUDED W/ OLS  
ATTACHMENTS E-I  
(UPDATE A-D)

Phone 916.441-9636

Email [Bruce.Betts@dgs.ca.gov](mailto:Bruce.Betts@dgs.ca.gov)

\* ONCE WE INCORPORATE OBAS CHANGES, SEND THE OTHER 3?

\* FOLLOWING OBAS REVIEW, THEN TO OLS?

\* FOLLOWING OLS REVIEW, THEN TO BSC?

\* FOLLOWING BSC REVIEW, THEN TO PUBLISHERS?

\* START DATE 1/1/2016, END DATE 12/31/2019

\* SVCS HAVEN'T STARTED YET, NO JUSTIFICATION NEEDED

\* FOR NEXT CONTRACT, START 7/1/2019 (FOR BOTH)

\* SCAN DISPUTE RESOLUTION UNIT (REVIEW NCBS, INCLUDE STD-213)  
HANG CONTRACT READY W/ NCBS (TERESA SOUSA & PA...?)

\* BRENT WILL SIGN STD-213

\* COST CTR 12001

\* OBJ. CONTRACTUAL SVCS (222041)

Day, Kevin@DGS

**From:** Betts, Bruce@DGS  
**Sent:** Wednesday, December 02, 2015 11:12 AM  
**To:** Day, Kevin@DGS  
**Subject:** ICC Code Publication and Exhibits  
**Attachments:** ICC 2016 CODE SOW.docx; Code Adoption Cycle Schedule.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

~~\* REQUEST A COPY OF THE REVISED CONTRACT  
W/ DRAFT CHANGES?~~

Good morning Kevin,

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

- \* Contract Length: I adjusted the term to two years. A longer term would require a justification from CSBC for approval by OLS. SCM Vol. 1 7.80 B. *We CANNOT ALTER LENGTH, JUST DO THE JUSTIFICATION? (3-4 NCS)*
- \* General Terms and Conditions: We are required to use GTC 610 (see Exhibit C). I removed any of the terms and conditions in the draft SOW that are duplicated in GCT 610. SCM Vol. 1 4.08 A.1.d.1). *OK...?*
- \* \$ Consideration: *\*ALREADY A REPORTING REQUIREMENT (PAGE 15)* I added a paragraph in Exhibit B (B.6.) that requires ICC to collect and report data CBSC on the sales of the code manuals. The contract has significant \$ consideration going both ways. The state receives several hundred copies of the manuals with a value of a little over \$1000 each. The contractor is selling the manuals for a little over a \$1000 each and I am assuming they are selling hundreds, if not thousands of copies of the manual at this pricing. Because of this, SCM Vol. 1 para 7.45 applies and the contract will require OLS review. I am committed to giving them a document they will sign off on the first time to reduce administrative delay but I will need your assistance and guidance in this. *\* SECTION OF NCSs?  
\* QTLY REPORTS/  
UPDATES?*
- \* 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. *OK?*

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 3<sup>rd</sup> Street, 2<sup>nd</sup> 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](mailto:Bruce.Betts@dgs.ca.gov)

\* THU PM?  
\* ADD BOTH  
\* BRUCE BETTS  
- 3:30 -





Day, Kevin@DGS

Subject: ICC/CBSC  
Location: Call In: 800-910-8278 (x6700) Conference #: 9574349

Start: Tue 11/24/2015 10:00 AM  
End: Tue 11/24/2015 11:00 AM

Recurrence: (none)

Meeting Status: Accepted

Organizer: Casey Thomas

Call In: 800-910-8278  
Conference #: 9574349

MINGIE  
MANY LOU

THOMAS  
DAVU

\* EMERGENCY SUPPLEMENTS MEET 1/19/2015 MFC.

ICC Plan Review Services... Delivers the Most Detailed and Precise Plan Reviews in the Building Industry. Also, take advantage of our new e-Plan cloud-based ProjectDox, powered by Avolve software, to streamline the document submittal process. [Learn more.](#)

\* CALL W/NFPA/ISNI:

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\* EMERGENCY SUPPLEMENT / CODIFICATION

\*\* F/U W/BRUCE BETTS (ORAS)

\* CONTRACT UPDATE

\* SEND ER DOCS FOR SUPPLEMENT IN LATE JANUARY

\* LATE ~~DECEMBER~~ <sup>FEB</sup> PT 2 CODIFICATION DOC TO ICC

- SEND IT COMPLETE!

\* WILL SEND 25 FIRST (EASY)

\* SEND FINAL PROOF BY MAY 1ST!

\* FOLLOWING MN'S CALL W/CEC,



Day, Kevin@DGS

**Subject:** IAPMO Conference Call  
**Location:** Mike's Office (909) 230-5528  
**Start:** Tue 10/27/2015 9:30 AM  
**End:** Tue 10/27/2015 10:00 AM - Lyn Pierce (IAPMO)  
**Recurrence:** (none) - Alma Ramos "  
**Meeting Status:** Accepted  
**Organizer:** Biedermann, Cynthia@DGS  
**Required Attendees:** Nearman, Michael@DGS; Marvelli, Mia@DGS; Day, Kevin@DGS; Biedermann, Cynthia@DGS

Conversation with Alma Ramos, Publications for IAPMO, concerning availability of documents for 2016 code.

C

Reader Format - Accessible? ✓

- Similar to Pt 3?
- Search function?
- Supplements still separate

\* 1st Draft Proof  
BNA only March

\* PREFACE Docs  
(will go w/ 1st draft)

\* 6-8 weeks before  
July 1, 2016

CODIFICATION / PUBLICATION

- Pts 4 & 5 begin in January
- Who sends what to Alma when?  
(near Jan 1, 2016)

\* Include Draft Timelines w/ Proof

Emergency to Pt 5

\*\* ICC + BNA / NFPA

\* Thu<sup>29</sup> → SCHEDULE  
 - TGM + ALEX  
 - PM + LEONARD  
 - RM



## Day, Kevin@DGS

**Subject:** Discuss IAPMO Publication Agreement  
**Location:** Teleconf. #877-953-8408, Participant ID #3177657  
**Start:** Tue 8/18/2015 2:00 PM **Host ID # 1854871**  
**End:** Tue 8/18/2015 2:45 PM  
**Recurrence:** (none)  
**Meeting Status:** Meeting organizer  
**Organizer:** Day, Kevin@DGS *ENRICHED. COGNITIVE*  
**Required Attendees:** lynne.simnick@iapmo.org; monte.bogatz@iapmo.org; Nearman, Michael (Michael.Nearman@dgs.ca.gov); Biedermann, Cynthia@DGS; Benny, Katrina  
**Optional Attendees:** McGowan, Jim@DGS

The purpose of this teleconference is to discuss the forthcoming publication agreement for the 2016 California Plumbing and Mechanical Codes.

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

- \* THANKS, INITIATE DIALOGUE ON FORTHCOMING PUBLICATION AGREEMENT
- \* WE ARE NOW WITHIN DGS, GOING THROUGH THEIR CONTRACT PROCESS
- \* NCBs APPROVED, STILL A ZERO DOLLAR AGREEMENT
- \* BEGINNING TO UPDATE LANGUAGE IN PUBLICATION AGREEMENTS
  - WORKING ON THE FIRST AGREEMENT TO SEND TO ORAS (S.O.W.)
  - 3 OTHER AGREEMENTS TO FOLLOW
- \* HOPE TO HAVE A DRAFT OF THE PUBLICATION AGREEMENT READY IN 30 DAYS
- \* ANY CHANGES TO RECENT CONTRACTS? (NO! JUST DATES, STAFF, ETC.)  
FORWARD INFO TO LYNN
- \* MAY I CONTINUE TO COORDINATE W/... WHO IS APPROPRIATE CONTACT?
- \* UPDATING EXHIBITS / APPENDICES \* COLON ON PAGE FOR ELEC. DIST.  
SEND SAMPLE TO LYNN?
- \* MENTION COVER ART?
  - ANGELA HAHN
  - DWAYNE



Day, Kevin@DGS

**Subject:** Discuss NFPA/BNi Publication Agreement  
**Location:** BSC will call NFPA directly: (617) 984-7522  
**Start:** Mon 7/27/2015 10:00 AM  
**End:** Mon 7/27/2015 11:00 AM  
**Recurrence:** (none)  
**Meeting Status:** Meeting organizer  
**Organizer:** Day, Kevin@DGS  
**Required Attendees:** McGowan, Jim (Jim.McGowan@dgs.ca.gov); Nearman, Michael (Michael.Nearman@dgs.ca.gov); Biedermann, Cynthia@DGS  
**Optional Attendees:** Benny, Katrina@DGS

710-3000

The purpose of this teleconference is to discuss the NFPA/BNi Publication Agreement with Dennis Berry and Debra Rose (NFPA).

Thanks ;)

- \* INITIATE DIALOGUE ABOUT FORTHCOMING PUBLICATION AGREEMENT
- \* WE ARE NOW WITHIN DGS, GOING THROUGH THEIR PROCESS
  - CHANGES, QUANTITIES, COVER ANT, APPENDICES/EXHIBITS (UPDATES)
- \*\* F/U WITH BILL ON ELEC. DIS. OF SUPPLEMENTS & ERRATA?
- \* BEGINNING TO UPDATE LANGUAGE IN PUB. AGREEMENT
- \* DRAFT OF ~~THE~~ PUBLICATION AGREEMENT IN THE NEXT 30-45 DAYS
- \*\* REFINE CONTRACT LANGUAGE ABOUT PUB. OF SUPPL./ERRATA
- \* ANY CHANGES TO RECENT CONTRACTS THAT WOULD AFFECT Ours?
- \* MAY I CONTINUE TO COMMUNICATE W/ DEBRA ON BEHALF OF BILL?
- \*\* DOES GCM PUBLISH
  - 1 ERRATA AT BEGINNING
  - 1 SUPPLEMENT FOR INTERVENING
- \* 1ST CONTRACT TO DGS BY 7/31!
- \* SHOULD BE DONE BY OCT.

} BNi HAS PUBLISHING IN THE PAST





# \* DRAFT AVAIL. 30-45 DAYS

Day, Kevin@DGS \* ANY CHANGES TO RECENT CONTRACTS?

Subject:	Publication Agreements	* CONTRACT FOR PTS 2, 5, 9 & 10 1ST
Start Date:	Wednesday, July 01, 2015	CALL IN: 800-910-8278
Due Date:	Wednesday, July 22, 2015	CONF # 9574349
Status:	Not Started	
Percent Complete:	0%	* REORGANIZE PREFACE DOCS?
Total Work:	0 hours	
Actual Work:	0 hours	→ ON PT 8 & 10 TOGETHER
Owner:	Day, Kevin@DGS	

\* ASK JM ABOUT COMBINING PTS 8, 10, & 12 (PROBS W/ IND. PURCHASES?)  
Tasks: \* HOW ARE CODES USED?

\* COORDINATING ER LANGUAGES FOR CODIFICATION \*

- OBAS wants to review electronic versions of previous contracts—CB/KB will provide?
- Will we have to draft new versions of contracts or will the publisher?
- 7/1 teleconference w/Laura Frost (OBAS):
  - KB will send electronic copies of all previous agreements for LF's review
  - Check previous agreements for OLS stamp?
- Teleconferences w/ICC and NFPA are scheduled (follow up w/IAPMO and/or BNI?)
- Will CALGreen Guide be included in new agreement? (ask Jim)
- Exhibits need to be updated (history notes, contacts, forms, matrices, commissioner names)
- CB will draft a schedule of benchmark dates/deadlines
- Reach out to agencies to determine how many additional copies we need?
- Agreements need to be signed in October?

\* MARI JOHNSON

MARILOU?

CC: DAVE WALK, CARY THOMAS, SUZANNE...? TERESA?

- ✓ \* BEGINNING TO UPDATE LANGUAGE IN PUBLICATION AGREEMENTS
- ✓ \* NOW WITHIN DGS, MUST WORK WITH THEIR PROCUREMENT DIVISION
- ✓ \* UPDATING EXHIBITS/ATTACHMENTS TO CONTRACTS
- ✓ \* COVER ANTIWORN - MENTION?
- \*\* PART 10 ??? → PT 8, 10, & 12 ↻ \* WHO SHOULD OUR CONTACT WITH?

\* DGS-OBAS MAY EXECUTE CONTRACTS

\* AFTER OBAS DRAFTS, FINALIZES, ICC WILL BUY OFF

\* WHAT DID SEAOC WANT?

\* STATUTE SAYS "BSC" SHALL CAUSE...



**From:** [DGSMFP](#)

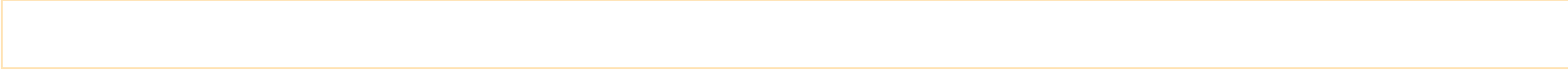
**To:** ["Hunter, Alexander@DGS" <Alexander.Hunter@dgs.ca.gov>](mailto:Hunter,Alexander@DGS)

**Date:** 11/21/2016 2:31:06 PM

**Subject:** Message from \_CBSC\_C754

**Attachments:** [S\\_CBSC\\_C75416102813290.pdf](#)

---



**Day, Kevin@DGS**

---

**From:** Day, Kevin@DGS  
**Sent:** Monday, January 25, 2016 2:08 PM  
**To:** Betts, Bruce@DGS  
**Cc:** Frost, Laura@DGS; de la Motte, Leann@DGS; Benny, Katrina@DGS; Biedermann, Cynthia@DGS  
**Subject:** RE: ICC 2016 Code SOW & Supporting Documents  
**Attachments:** ICC 2016 CODE 1, 6, 8, 11, & 12 Supporting Docs.pdf; ICC 2016 CODE 2, 2.5, 9 & 10 Supporting Docs.pdf; 2015 NCB Scanned documents.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Bruce,

Per our conversation I have attached the following documents:

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

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

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



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**From:** Betts, Bruce@DGS  
**Sent:** Friday, January 22, 2016 3:37 PM  
**To:** de la Motte, Leann@DGS

**Cc:** Day, Kevin@DGS  
**Subject:** FW: ICC 2016 Code SOW

Hi Leann,

Could you please forward the Contract Request Form and any other program documents to me? I need to route this through the intake process and have a contract number established. Thank you!

*Bruce Betts*

Acquisition Analyst

**Contract Services Section (Team 3)**

Office of Business and Acquisition Services » Administration Division

Department of General Services » State of California

707 3<sup>rd</sup> Street, 2<sup>nd</sup> 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](mailto:Bruce.Betts@dgs.ca.gov)

---

**From:** Betts, Bruce@DGS

**Sent:** Friday, January 22, 2016 3:35 PM

**To:** Day, Kevin@DGS

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

**Subject:** RE: ICC 2016 Code SOW

Thank you for getting this back to us Kevin. I will get to work on the agreement right away. The process from here is to gather the required supporting contractor documents (CCC-307, Bidder Declaration, 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 3<sup>rd</sup> Street, 2<sup>nd</sup> 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](mailto:Bruce.Betts@dgs.ca.gov)

---

**From:** Day, Kevin@DGS

**Sent:** Thursday, January 21, 2016 10:41 AM

**To:** Betts, Bruce@DGS

**OBAS Service Contract Request Form**

**Section I – General Information**

[1] Project Title: ICC 2016 CODE 1, 6, 8, 11, & 12	[2] Program: CBSC
[3] Requestor Name: Leann de la Motte	[4] Requestor Phone: 263-0677
[5] Back up: Kevin Day	[6] Back up Phone: 263-0355
[7] Project Location(s): 2525 Natomas Park Drive	[8] Customer(s):

**Section II – Contract Information**

[9] Contract Request:     Contract     Amendment     Work Authorization     Release

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

[14] Notes:

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

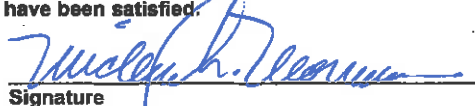
**Section III – Funding Information**

[17] Billing Code: 30140

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

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

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

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

**GC 19130 (b) JUSTIFICATION**

OBAS 19130 NEW (12/2013)

FOR OBAS USE ONLY

CRN: \_\_\_\_\_

*Check and explain all that apply.*

PROJECT TITLE

NCB ICC 2016 CODE 1, 6, 8, 11, &amp; 12

PROGRAM

CBSC

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

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

**EXPLANATION:**

SIGNATURE



DATE SIGNED

01/25/16

PRINT OR TYPE NAME

Michael L. Nearman, Acting Executive Director

## CERTIFICATION REQUIREMENT OF FEBRUARY 11, 2010

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

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

**Project Number:** TBD

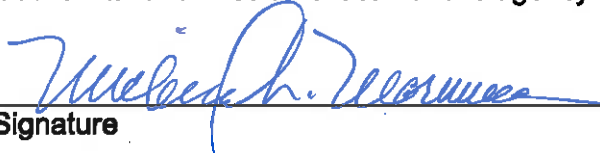
Including any and all contracts arising out of the Project.

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

**Agency Name:** Department of General Services

**Department/Division:** California Building Standards Commission

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

  
Signature \_\_\_\_\_ Date 01/25/16

Printed Name: Michael L. Nearman

Title: Acting Executive Director



**OBAS Service Contract Request Form**

**Section I – General Information**

[1] Project Title: ICC 2016 CODE 2, 2.5, 9 & 10	[2] Program: CBSC
[3] Requestor Name: Leann de la Motte	[4] Requestor Phone: 263-0677
[5] Back up: Kevin Day	[6] Back up Phone: 263-0355
[7] Project Location(s): 2525 Natomas Park Drive	[8] Customer(s):

**Section II – Contract Information**

[9] Contract Request:     Contract     Amendment     Work Authorization     Release

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

[14] Notes:

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

[17] Billing Code: 30140

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

[24] State's Estimate: \$ 0.00

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

Fiscal Approval Signature \_\_\_\_\_ Date (MM/DD/YY) \_\_\_\_\_

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

Michael L. Nearman, Acting Executive Director Printed Name/Title	 Signature	<u>01/25/16</u> Date (MM/DD/YY)
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**GC 19130 (b) JUSTIFICATION**

OBAS 19130 NEW (12/2013)

**FOR OBAS USE ONLY**  
CRN: \_\_\_\_\_

*Check and explain all that apply.*

PROJECT TITLE NCB ICC 2016 CODE 2, 2.5, 9 & 10	PROGRAM CBSC
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SIGNATURE 	DATE SIGNED 01/25/16	PRINT OR TYPE NAME Michael L. Nearman, Acting Executive Director
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Signature \_\_\_\_\_ Date 01/25/16

Printed Name: Michael L. Nearman

Title: Acting Executive Director

