

**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 13<sup>th</sup> day of April 2010, 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 2009 Uniform Mechanical Code and the 2009 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 2010 edition of the CMC/CPC (hereinafter referred to as the "2010 CMC/CPC") on or before July 4, 2010 or at a later date as set by the CBSC containing portions of the 2009 UMC/UPC that have been approved and codified by the CBSC, including those portions of the 2009 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 2010 CMC/CPC on or before July 4, 2010 in a pre-assembled format that integrates portions of the 2009 UMC/UPC that have been approved and codified by the CBSC, including those portions of the 2009 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 2010 CMC/CPC, to be codified in Title 24 Part 4 and Title 24, Part 5, CCR (hereinafter referred to as the "2010 CMC/CPC Supplements"), as well as supplements to the 2010 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 2009 UMC/UPC, IAPMO supplements and revisions to the 2009 UMC/UPC, hereinafter ("Licensed Property"), in whole or in part, solely to create and publish the 2010 CMC/CPC, as well as the 2010 CMC/CPC Supplements, supplements to the 2010 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., 2010 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., 2010 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 2010 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 2009 UMC/UPC that have been approved and codified by the CBSC, including those portions of the 2009 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 2010 CMC/CPC Supplements, supplements to the 2010 CMC/CPC in response to emergency regulations, and all related errata sheets, in an electronic version in Microsoft Word® IBM® 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 2010 CMC/CPC Supplements, supplements to the 2010 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 2010 CMC/CPC Supplements, supplements to the 2010 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 2010 CMC/CPC to the CBSC and then deliver one complementary copy for each new Commissioner appointed after January 1, 2010 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., 2010 edition).
- 3.4. IAPMO shall deliver up to 190 complimentary copies of the 2010 CMC/CPC, together with any 2010 CMC/CPC Supplements, directly to the following state agencies in the quantities specified by CBSC:
  - 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 IAPMO, the quantity to be delivered to each agency by June 10, 2010. 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 2010 CMC/CPC, and automatically, regardless of subscription requests, any 2010 CMC/CPC Supplements, supplements to the 2010 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 2010 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 2010 CMC/CPC, all 2010 CMC/CPC Supplements, supplements to the 2010 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 2010 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 2009 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., 2010 edition), which ever 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 2010 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: E. David Walls, 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 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 or 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 2010 CMC/CPC, 2010 CMC/CPC Supplements or supplements to the 2010 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 2010 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 2010 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 2010 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 2010 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 2010 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:   
E. David Walls, 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 4, 2010 or at a later date as set by the CBSC, copies of the 2010 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 4, 2010 publication date, CBSC must deliver to IAPMO the proofed and approved final text on or before May 15, 2010. In the event CBSC fails to deliver to IAPMO the proofed and approved final text on or before May 15, 2010, 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 2010 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 2010 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 2009 UMC/UPC as originally adopted by the CBSC as the 2010 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 2009 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 2010 CMC/CPC for review by CBSC.
- A.5 WITHIN a reasonable time after receipt of the initial draft of the 2010 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 2010 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 2010 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 2010 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 4, 2010 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 2007 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 2009 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 4, 2010.

- Index will remain as it appears in the 2009 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 "2010 California Plumbing Code" for the CPC and "2010 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.

- \* 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. 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.

- 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, 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 1 «

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<u>Quantity</u>	<u>Agency</u>
2	Edmund G. Brown, Jr., Office of the Attorney General 1300 I Street - #1730, Sacramento, CA 95814
6	Division of the State Architect 1130 K Street – #101, Sacramento, CA 95814
6	Mr. Doug Hensel, Department of Housing and Community Development 1800 Third Street, Sacramento, CA 95814
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
2	Mr. Bill Pennington, California Energy Commission 1516 9 <sup>th</sup> Street, Sacramento, CA 95814
2	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
2	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

» IAPMO Trademark/Title Page/Binder – Page 1 of 1 «



# 2010 California Plumbing Code

California Code of Regulations Title 24, Part 5



Based on the  
**2009**

# UNIFORM PLUMBING CODE™



**ATTACHMENT F**

» Copyright Notice – Page 1 of 1 «

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Copyright<sup>®</sup> to 2009 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 2009 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 your self 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 Arnold Schwarzenegger

### *Members of the Building Standards Commission*

Acting Secretary Tom Sheehy – Chair

Isam Hasenin – Vice-Chair

James Barthman

Craig Dailey

Susan Dowty

Tony Hoffman

Christina Jamison

Stephen Jensen

Michael Paravagna

Richard Sawhill

Steven Winkel

David Walls – Executive Director

Thomas Morrison – Deputy

Executive Director

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



## Attachment H

» Contact List – 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) 499-6317

#### California State Library

Construction Standards..... (916) 445-9604

#### 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 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 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

#### 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) 654-3139  
Skilled Nursing Facility Standards.....(916) 654-3139  
Clinic Standards.....(916) 654-3139  
Permits.....(916) 654-3362

#### 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.

CA  
CA  
CA

This symbol indicates a California Amendment has been made to the model code.

||

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

L  
L  
L

This symbol is primarily for the benefit of local agencies, such as city and county building departments, who, by law, must enforce selected sections of the California Building Code. An "L" next to the "CA" signals such sections in the outside margin.

>

This symbol indicates deletion of California language

**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 13<sup>th</sup> day of April 2010, 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 2009 Uniform Mechanical Code and the 2009 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 2010 edition of the CMC/CPC (hereinafter referred to as the "2010 CMC/CPC") on or before July 4, 2010 or at a later date as set by the CBSC containing portions of the 2009 UMC/UPC that have been approved and codified by the CBSC, including those portions of the 2009 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 2010 CMC/CPC on or before July 4, 2010 in a pre-assembled format that integrates portions of the 2009 UMC/UPC that have been approved and codified by the CBSC, including those portions of the 2009 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 2010 CMC/CPC, to be codified in Title 24 Part 4 and Title 24, Part 5, CCR (hereinafter referred to as the "2010 CMC/CPC Supplements"), as well as supplements to the 2010 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 2009 UMC/UPC, IAPMO supplements and revisions to the 2009 UMC/UPC, hereinafter ("Licensed Property"), in whole or in part, solely to create and publish the 2010 CMC/CPC, as well as the 2010 CMC/CPC Supplements, supplements to the 2010 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., 2010 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., 2010 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 2010 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 2009 UMC/UPC that have been approved and codified by the CBSC, including those portions of the 2009 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 2010 CMC/CPC Supplements, supplements to the 2010 CMC/CPC in response to emergency regulations, and all related errata sheets, in an electronic version in Microsoft Word® IBM® 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 2010 CMC/CPC Supplements, supplements to the 2010 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 2010 CMC/CPC Supplements, supplements to the 2010 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 2010 CMC/CPC to the CBSC and then deliver one complementary copy for each new Commissioner appointed after January 1, 2010 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., 2010 edition).
- 3.4. IAPMO shall deliver up to 190 complimentary copies of the 2010 CMC/CPC, together with any 2010 CMC/CPC Supplements, directly to the following state agencies in the quantities specified by CBSC:
  - 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 IAPMO, the quantity to be delivered to each agency by June 10, 2010. 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 2010 CMC/CPC, and automatically, regardless of subscription requests, any 2010 CMC/CPC Supplements, supplements to the 2010 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 2010 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 2010 CMC/CPC, all 2010 CMC/CPC Supplements, supplements to the 2010 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 2010 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 2009 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., 2010 edition), which ever 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 2010 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: E. David Walls, 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 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 or 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 2010 CMC/CPC, 2010 CMC/CPC Supplements or supplements to the 2010 CMC/CPC in response to emergency regulations which consists of language not adopted by IAPMO.

**19. Waivers and Certain Claims.**

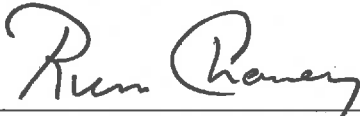
- 19.1. Nothing contained in this Agreement shall be deemed an admission of liability by either Party to the other Party with regard to the subject matter of this Agreement, or any related matter. Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities 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 2010 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 2010 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 2010 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 2010 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 2010 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:   
E. David Walls, 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 4, 2010 or at a later date as set by the CBSC, copies of the 2010 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 4, 2010 publication date, CBSC must deliver to IAPMO the proofed and approved final text on or before May 15, 2010. In the event CBSC fails to deliver to IAPMO the proofed and approved final text on or before May 15, 2010, 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 2010 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 2010 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 2009 UMC/UPC as originally adopted by the CBSC as the 2010 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 2009 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 2010 CMC/CPC for review by CBSC.
- A.5 WITHIN a reasonable time after receipt of the initial draft of the 2010 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 2010 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 2010 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 2010 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 4, 2010 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 2007 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 2009 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 4, 2010.



- Index will remain as it appears in the 2009 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 " 2010 California Plumbing Code" for the CPC and "2010 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.

- \* 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. 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.

- 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, 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  
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 1 «

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<u>Quantity</u>	<u>Agency</u>
2	Edmund G. Brown, Jr., Office of the Attorney General 1300 I Street - #1730, Sacramento, CA 95814
6	Division of the State Architect 1130 K Street – #101, Sacramento, CA 95814
6	Mr. Doug Hensel, Department of Housing and Community Development 1800 Third Street, Sacramento, CA 95814
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
2	Mr. Bill Pennington, California Energy Commission 1516 9 <sup>th</sup> Street, Sacramento, CA 95814
2	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
2	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

» IAPMO Trademark/Title Page/Binder – Page 1 of 1 «



# 2010 California Plumbing Code

California Code of Regulations Title 24, Part 5



Based on the  
**2009**

# UNIFORM PLUMBING CODE™



**ATTACHMENT F**

» Copyright Notice – Page 1 of 1 «

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Copyright<sup>®</sup> to 2009 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 2009 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 your self 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 Arnold Schwarzenegger

### *Members of the Building Standards Commission*

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Isam Hasenin – Vice-Chair

James Barthman

Craig Dailey

Susan Dowty

Tony Hoffman

Christina Jamison

Stephen Jensen

Michael Paravagna

Richard Sawhill

Steven Winkel

David Walls – Executive Director

Thomas Morrison – 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) 499-6317

**California State Library**

Construction Standards..... (916) 445-9604

**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 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 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

**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) 654-3139  
Skilled Nursing Facility Standards..... (916) 654-3139  
Clinic Standards..... (916) 654-3139  
Permits ..... (916) 654-3362

**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 – Page 1 of 1 «

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### *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.

CA  
CA This symbol indicates a California Amendment has been made to the model code.  
CA

|| 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

L This symbol is primarily for the benefit of local agencies, such as city and county  
L building departments, who, by law, must enforce selected sections of the California  
L Building Code. An "L" next to the "CA" signals such sections in the outside margin.

> This symbol indicates deletion of California language