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9 Standards Commission*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SACRAMENTO
12 CIVIL DIVISION
13

14
15 **PUBLIC.RESOURCE.ORG, INC.,**

Petitioner,

17 v.

18 **CALIFORNIA OFFICE OF
19 ADMINISTRATIVE LAW, and the
20 CALIFORNIA BUILDING STANDARDS
COMMISSION,**

21 Respondents.

Case No. 34-2021-80003612

**DECLARATION OF MIA MARVELLI IN
SUPPORT OF RESPONDENT
CALIFORNIA BUILDING STANDARDS
COMMISSION IN OPPOSITION TO
THE VERIFIED PETITION FOR
PEREMPTORY WRIT OF MANDATE
ORDERING COMPLIANCE WITH THE
PUBLIC RECORDS ACT**

Date: January 21, 2022

Time: 1:30 PM

Dept: 27

Judge: Steven M. Gevercer

Trial Date:

Action Filed: March 17, 2021

24 I, Mia Marvelli, declare as follows:

25 1. I am the Executive Director with the California Building Standards Commission
26 (“BSC”) and I have been in this position since February 9, 2016. The Executive Director carries
27 out BSC policies; administers all building code adoption, approval, codification and publication
28

1 and related processes under the California Building Standards Law; performs the functions of
2 administering and managing an agency; and manages the Commission office and staff. I have
3 personal knowledge of the matters in this declaration, except for the matters that are specified to
4 be based on information and belief and, if called, would so testify. I submit this declaration in
5 Support of Respondent California Building Standards Commission's Opposition to the Verified
6 Petition for Peremptory Writ of Mandate.

7 2. BSC among other things, oversees the adoption and publication of California's
8 building codes which are published as Title 24 of the California Code of Regulations ("Title 24".)
9 BSC's oversight of Title 24 ensures it is maintained and produced in a single source and contracts
10 with model code organizations for its publication. Dissemination by an entity other than BSC (or
11 its contractors) would impact the ability of BSC to maintain a cohesive, up-to-date version of
12 Title 24 and raises concerns about the possibility of the public relying on inaccurate or outdated
13 language. To ensure the public has access to Title 24, BSC is responsible for making it available
14 at State departments concerned with building standards and cities and counties.

15 3. To accomplish its obligations in relation to Title 24, BSC contracts with various
16 model code organizations for their specialized publication services. BSC also contracts with the
17 model code organizations to incorporate model code language into the building standards adopted
18 or approved by BSC, as authorized by statute, affording California the ability to leverage private
19 expertise in developing appropriate building standards. The most recent contracts are all in effect
20 through December 31, 2022. In addition to the requirement that the model code organizations
21 provide copies of Title 24 to those entities, BSC also requires that the organizations make
22 available a read-only copy online. The model code organizations make Title 24 available for
23 purchase in various formats as well including the ability to purchase one part or Title 24 in its
24 entirety.

25 4. After development of the California Codes, the contracting model code organizations
26 each provide BSC with an electronic copy of the final text corresponding to the first printed
27 version of the various Parts of Title 24 solely for the purposes of future code development. These
28 electronic copies are provided as PDFs and are not converted to a machine readable format. Two

1 of the model code organizations provide BSC with separate PDFs of errata or supplements which
2 are not blended with the first printing of Title 24 and BSC is not provided updated versions of the
3 first printed versions to reflect these. BSC does not use these copies for any purpose other than
4 subsequent code development. BSC does not possess or maintain a copy of Title 24 in any format
5 other than hard copy and that described in this paragraph.

6 5. When BSC receives a request to view or access Title 24 from anyone, including the
7 public or another state agency, BSC directs the requestor to the various hard copy formats
8 available at state document depository libraries or city or county building or planning departments
9 as well as to the links to the online publication of Title 24.

10 6. BSC and other state agencies with jurisdiction to promulgate regulations have neither
11 the expertise nor the capacity to promulgate and periodically update all the elements that are
12 currently in Title 24 on their own, without using the model codes as a foundation.

13 7. Furthermore, the California Building Standards Law authorizes BSC to contract with
14 model code organizations to promote national uniformity in building standards. On information
15 and belief, many states, cities and counties adopt model codes for use in their jurisdiction.

16 8. On information and belief, other states contract with the model code organizations
17 and may have a similar arrangement with these organizations as California, under which they are
18 granted the right to use the model codes for their respective building codes, but are nonetheless
19 subject to the model code organizations' copyright interest in the model codes.

20 9. On information and belief, the model code organizations rely on the sale of model
21 codes to support the national code development process. Currently, one of their main funding
22 sources for their operations is selling the copyrighted model codes to the public.

23 10. Exhibit F, lodged by Petitioner in its Notice of Lodging of Administrative Record, is
24 a true and correct copy of correspondence received by BSC dated December 28, 2020.

25 11. Exhibit G, lodged by Petitioner in its Notice of Lodging of Administrative Record, is
26 a true and correct copy of correspondence sent from BSC dated January 7, 2021.

27 12. Exhibit H, lodged by Petitioner in its Notice of Lodging of Administrative Record, is
28 a true and correct copy of correspondence received by BSC dated January 29, 2021.

1 13. Exhibit I, lodged by Pctitioner in its Notice of Lodging of Administrative Record, is a
2 true and correct copy of correspondencce between BSC and Petitioner between the dates of
3 January 7, 2021 and March 2, 2021.

4 14. Attached hereto as Exhibit K is a true and correct copy of the current contract
5 between BSC and the International Code Council for the publication of Parts 1, 6, 8, 11 and 12 of
6 Title 24.

7 15. Attached hereto as Exhibit L is a true and correct copy of the current contract
8 between BSC and the International Code Council for the publication of Parts 2, 2.5, 9 and 10 of
9 Title 24.

10 16. Attached hereto as Exhibit M is a true and correct copy of the current contract
11 between BSC and the International Association of Plumbing and Mechanical Officials for the
12 publication of Parts 4 and 5 of Title 24.

13 17. Attached hereto as Exhibit N is a true and correct copy of the current contract
14 between BSC and the National Fire Protection Association for the publication of Part 3 of Title
15 24.

16 I declare under penalty of perjury under the laws of California and that the foregoing is true
17 and correct to the best of my knowledge. Exccuted on December 27, 2021, in Sacramento,
18 California.

19
20 

21 Mia Marvelli

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23
24 SA2021301395
25 35678694

EXHIBIT K

EXHIBIT A

SCOPE OF WORK

Codes associated with this Agreement are the California Administrative Code (California Code of Regulations, Title 24, Part 1), California Energy Code (California Code of Regulations, Title 24, Part 6), California Historical Building Code (California Code of Regulations, Title 24, Part 8), California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), the CALGreen Guide, a derivative product of the California Green Building Standards Code and the California Referenced Standards Code (California Code of Regulations, Title 24, Part 12)

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and the International Code Council (ICC) will coordinate the publication of the above referenced parts of the 2019 California Building Standards Code (Title 24, California Code of Regulations).

- A. **WHEREAS**, CBSC is the sole owner of the copyrights to the 2016 California Administrative Code, 2016 California Energy Code, 2016 California Historical Building Code, 2016 California Green Building Standards Code and 2016 California Referenced Standards Code (collectively, "Licensed Property"); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies building code standards and amendments pursuant to Section 18928.1 of the California Health and Safety Code; and
- C. **WHEREAS**, CBSC desires to publish, on or before July 1, 2019, 2019 editions of the Licensed Property, as part of the 2019 California Building Standards Code (hereinafter referred to as the State Building Standards Code, "SBSC"); and
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2019 editions of the Licensed Property in a pre-assembled loose leaf format; and
- E. **WHEREAS**, ICC and CBSC desire to make amendments available as necessary to the 2019 editions of the Licensed Property, as well as amendments thereto, supplements thereto in response to emergency regulations, and all related errata sheets (collectively referred to herein as "the 2019 Code")

2. PROJECT REPRESENTATIVES

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

CBSC Contract Administrator
Katrina Benny 2525 Natomas Park Drive #130 Sacramento, CA 95833 Phone: (916) 263-1350 Email: katrina.benny@dgs.ca.gov

Contractor's Contract Administrator
Mark Johnson International Code Council 3060 Saturn Street, Suite 100 Brea, CA 92821 Phone: (888) 422-7233, Ext. 3248 Email: mjohnson@iccsafe.org

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

3. PERFORMANCE DETAILS

A. Grant of License; Ownership.

CBSC grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, create derivative works and sell the 2019 Code and derivative works in any format, including print and electronic, in accordance with the terms of the Agreement. CBSC shall retain the right to create and distribute derivative or secondary works (such as The CALGreen Guide, handbooks, checklists, training materials and study guides) that incorporate 2019 Code text. In addition, CBSC hereby grants to ICC a nonexclusive, irrevocable, perpetual, royalty free, worldwide right and license to transfer and/or grant sublicenses to third parties for use of 2019 Code.

1. The 2019 Code shall remain the property of CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the 2019 Code to ICC.
2. The ownership rights defined in paragraph 1 above shall survive the termination of this Agreement.
3. In the event ICC breaches its obligations provided in sections 4, 5 or 6, or terminates this Agreement, or otherwise discontinues to publish or fails to make available for sale the 2019 Code, then CBSC may print and publish or authorize the printing of and publication of the 2019 Code for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the SBSC, whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2019 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 CBSC may print and publish, or authorize the printing of and publication of any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of the 2019 Code, whichever occurs first, without compensating ICC.

4. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, ICC shall commence the following services:
1. ICC shall provide CBSC electronic copies of the 2016 Code which includes the 2016 errata, supplements and supplements in response to emergency regulations, in an electronic format.
 2. ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2019 SBSC in a loose-leaf format on or before July 1, 2019.
 3. Upon availability, ICC shall provide CBSC electronic copies of the final text corresponding to the printed version of the 2019 SBSC in an electronic format that allows editing of text solely for code development purposes for the 2022 SBSC.

5. WORK DETAILS

- A. ICC shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2019 or at a later date as set by CBSC, copies of the 2019 SBSC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions of the Licensed Property that have been modified by CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre-assembled form and not provided as separate sheets. To meet the July 1, 2019 publication date, CBSC must deliver to ICC the proofed and approved final text on or before May 15, 2019. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2019, ICC shall be provided with a period of 35 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2019 SBSC.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which CBSC or any authorized agency does not adopt as a part of the SBSC shall not be printed in the 2019 Code.
- C. All Errata and/or Supplements to the 2016 Licensed Property shall be printed in the 2019 SBSC unless specified otherwise by CBSC.
- D. CBSC shall submit to ICC its modifications to the 2016 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2019 SBSC for review by CBSC. CBSC will begin to submit files to ICC in December 2018.

- E. Within a reasonable time after receipt of the initial draft of the 2019 SBSC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of CBSC's revisions to the initial draft, ICC shall make any further modifications and submit to CBSC a second draft.
- F. Within a reasonable time after receipt of the second draft of the 2019 SBSC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.
- G. Upon CBSC approval of the final draft, ICC shall publish and make available for sale to the State of California, and to the general public, copies of the 2019 SBSC. If CBSC promptly delivers to ICC the submissions, ICC shall ensure that the 2019 SBSC is available for sale on or before July 1, 2019.
- H. Time is of the essence:
 - 1. Because the 2019 SBSC may have significant effects on the safety of the State's built environment and its citizens, time is of the essence in performing the herein duties.
 - 2. The July 1, 2019, date to publish the 2019 SBSC is of critical importance. Publication is defined as the documents being printed and available for delivery.
 - 3. CBSC and ICC shall commit staff and resources to expedite their diligent work and cooperation towards the publication schedules and goals of this contract.
 - 4. Due to the variations of their size and complexity, it is impossible to herein establish schedules for publication of any supplements or errata. Therefore, when CBSC submits any supplements or errata to ICC, a publication schedule of milestone dates, including a publication and effective date, shall be mutually determined. That publication schedule, due to possible coordination with other contractors, is of critical importance. ICC shall notify CBSC within 15 calendar days following creation of the publication schedule if they, for valid reason(s) given, cannot meet the schedule and include a proposed schedule which they can meet. CBSC must concur in the acceptance of any new schedule. Without such notification, or concurrence with a new publication schedule, CBSC shall expect the ICC to abide by the proposed schedule.
 - 5. Neither ICC nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which ICC or CBSC is not otherwise responsible.
 - 6. ICC and CBSC will work out a schedule for completion of the 2019 Code to ensure publication and its availability on or before July 1, 2019. Attachment D, 2018 California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.

- I. Formatting, layout and other requirements not contained herein for publication of the 2019 Code will be set forth and/or confirmed in subsequent correspondence between ICC and CBSC. Said formatting, layout and other requirements include, but are not limited to, the following:
 1. The 2019 Code
 - a. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2" by 11" white paper in a pre-drilled loose-leaf format configuration.
 - b. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
 - c. Each 3-ring binder volume that has a ring metal greater than 2" shall be equipped with front and back heavy-duty page lifters and, when containing more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.
 - d. Volume binders shall conform to the design and colors selected by CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 2. Italics shall not be used to identify defined terms.
 3. The front of each volume shall contain the following documents. This information will be provided to ICC by CBSC no later than March 1, 2019:
 - a. Cover Art
 - b. Copyright Notice
 - c. Preface
 - d. Acknowledgement
 - e. California Agency Information Contact List
 4. California language will be in italics or other form as specified by codification.
 5. All chapters will begin on a right hand page.
 6. Running footers will read "2019 California Administrative Code" and all appropriate titles as previously listed within the scope of work.
 7. State-agency acronyms will be used throughout the 2019 Code.
 8. ICC will submit binder specifications for approval by CBSC.
 9. The Matrix Adoption Table will be in the front of each correlating chapter of the 2019 Code.
 10. ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.

11. Advertisements may be placed in the 2019 Code advertising other ICC publications.

J. Supplements and Errata

1. All supplements to the 2019 Code shall be printed on 20 lb. light blue colored paper in a pre-drilled, loose-leaf format and be individually shrink-wrapped.
2. Supplements shall be printed to insert by page substitution and contain a publication, effective date and 'Blue' on the bottom of each page.
3. Regular supplements shall be published as needed.
4. Emergency supplements shall be published on an "as needed basis."
5. All errata sheets shall be printed on 20 lb. buff colored paper in a pre-drilled, loose-leaf format and be individually shrink-wrapped.
6. Errata sheets shall be printed to insert by page substitution and contain a publication, effective date and 'Buff' on the bottom of each page.
7. The number of the supplements shall be the number of the page where the section and paragraph resides followed by .1, .2, .3 etc.

K. Distribution

1. ICC shall establish a distribution method in consultation with CBSC.
2. ICC shall distribute a minimum of 200 complimentary copies of the 2019 Code as per the Attachments A and B.
3. ICC may wholesale the 2019 Code to other resellers in California.
4. ICC reserves the right to include advertising material of related support products/services in distribution of the 2019 Code, provided said material is not a part of the official text of the California State Building Standards Code. Any advertising would be clearly denoted and included as a separate insert at the back.
5. ICC shall post the 2019 Code and all supplements which may contain material copyrighted by ICC on the ICC website in an electronic, "read-only" format.

L. CALGreen Guide

1. ICC shall utilize content from the 2019 California Green Building Standards Code, Part 11 to create derivative products (CALGreen Guide) to further support the distribution and the effective use of CALGreen.
 - i. ICC shall provide CBSC with 20 printed copies of the 2019 CALGreen Guide.
2. ICC shall make printed versions of the 2019 CALGreen Guide available to the public for a nominal fee.
3. ICC shall make the 2019 CALGreen Guide available electronically as a download, free of charge on ICC's website.

EXHIBIT A, ATTACHMENT 1

DEPOSITORY LIBRARIES

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

Complete Depository Libraries

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

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

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

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

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

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

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

Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008

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

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

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

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

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

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

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

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

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

EXHIBIT A, ATTACHMENT 2

SELECTIVE DEPOSITORY LIBRARIES

Selective depositories receive one copy of each printed code publication. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299

- California State University, Board of Trustees, Office of Governmental Affairs, CA
915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San
Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-
3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard,
Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los
Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford
Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA
94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800
N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka,
CA 95501- 0533
- Humboldt State University, Government Documents Section, 1 Harpst Street,
Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA
90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue,
Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
- County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd.,
Lancaster, CA 93534
- County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway,
Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave.,
Sacramento, CA 95817
- Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue,
Seaside, CA 93955
- Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
- Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
- Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556

- Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding,
CA 96001
- Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City,
CA 94063-1868
- Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza,
Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA
92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino,
CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San
Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard
Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St.,
Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA
93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis
Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second
Floor, Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library,
500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz,
CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria,
CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050
Wilshire Blvd., Los Angeles, CA 90010-1106

- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

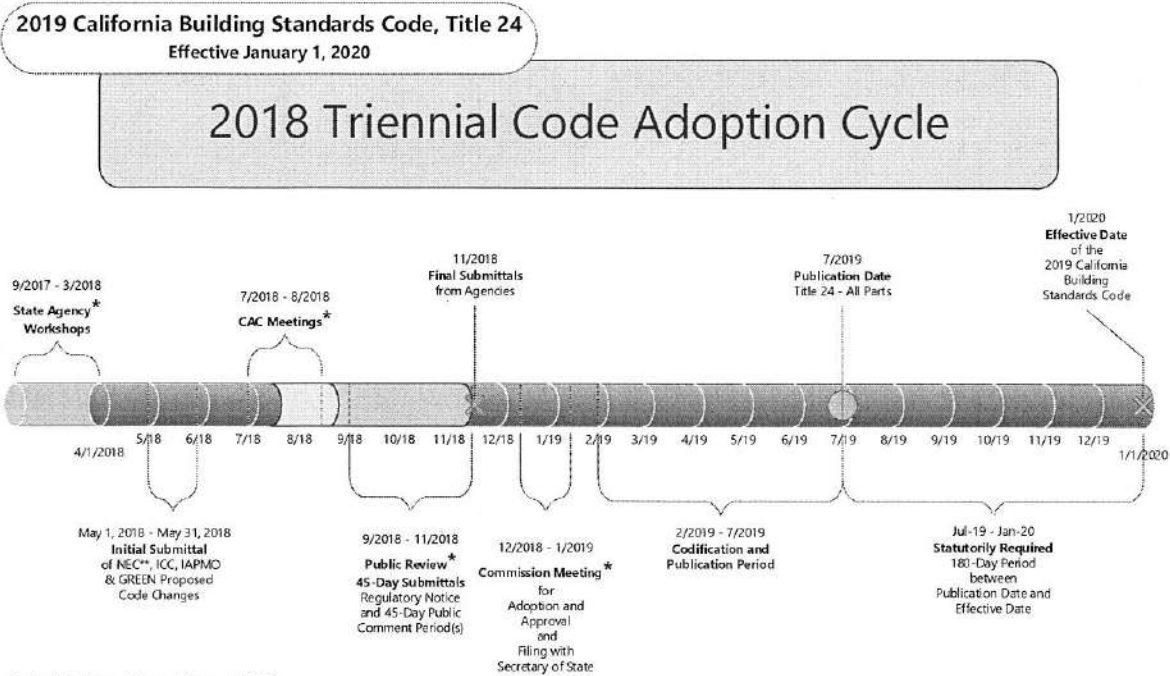
EXHIBIT A, ATTACHMENT 3

STATE AGENCIES

A List of State Agencies will be sent on or before July 1, 2019 under separate cover.

EXHIBIT A, ATTACHMENT 4

2018 TRIENNIAL CODE ADOPTION CYCLE TIMELINE



Code Advisory Committees (CAC):
 SDLF – Structural Design/ Lateral Forces
 PEME – Plumbing, Electrical, Mechanical & Energy
 HF – Health Facilities
 GREEN – Green Building
 BFO – Building, Fire & Other
 ACCESS - Accessibility

*Public Participation Opportunity
 **NEC resubmittal if necessary
 All dates are subject to change

California Building Standards Commission



Rev. 10/17
 (916) 263-0916
 www.bsc.ca.gov

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to ICC by CBSC to make sales of the 2019 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ICC with respect to this Agreement or the licenses granted hereunder.
- A. **Sale of Code.** ICC agrees to furnish the 2019 Code in loose-leaf format on the following basis:
1. ICC shall make the 2019 Code, described in Exhibit A, available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all 2019 SBSC Supplements, supplements to the 2019 SBSC in response to emergency regulations, and all related errata sheets from ICC at no additional charge.
 2. Any bookstore or other vendor may purchase the 2019 Code from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2019 SBSC Supplements, supplements to the 2019 SBSC in response to emergency regulations, and all related errata sheets from ICC at no additional charge.
 3. ICC shall provide to CBSC the electronic files in word format of the 2019 Code including all subsequent Supplements and Errata in order that CBSC may make the 2019 Code available for use solely by CBSC staff. If ICC develops an enhanced electronic version of the 2019 Code with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced electronic version of the 2019 Code available to CBSC staff for internal use as provided in this subparagraph.
 4. ICC may include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2019 Code (separate from the actual 2019 Code language). Necessary language will be added to differentiate ICC materials from the 2019 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
 5. ICC may sell the 2019 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
 6. ICC will send the State a quarterly report for sales commencing on July 1, 2019, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order

received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports may be submitted to:

<i>BSC Contract Administrator</i>
Katrina Benny 2525 Natomas Park Drive #130 Sacramento, CA 95833 Katrina.benny@dgs.ca.gov

B. **State Code Distribution.** The Library Distribution Act (LDA) established a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California. During the term of this Agreement, ICC shall deliver complimentary copies of the 2019 SBSC, and automatically, any 2019 SBSC Supplements, supplements to the 2019 SBSC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Exhibit A, Attachment 1 hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Exhibit A, Attachment 2 hereto and copies to the State agencies listed in Exhibit A, Attachment 3 hereto in the quantities specified therein. ICC shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. ICC shall deliver up to 30 complimentary copies of the 2019 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2019 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the publication of the next edition of 2019 Code. CBSC shall provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.
2. ICC shall deliver up to 200 complimentary copies of the 2019 Code, together with any 2019 SBSC Supplements, directly to the following state agencies in the quantities specified by Attachment C.

D. **Subscription Service.** In order to ensure that the 2019 SBSC purchased from ICC or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, ICC shall make available to all purchasers of the 2019 SBSC, all 2019 SBSC Supplements, all supplements to the 2019 SBSC in response to emergency regulations, and all related errata sheets, at no additional cost. ICC shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2019 SBSC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this

service shall result in the subscriber being provided with an entire, up-to-date 2019 Code.

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. It is unlawful for a State Contractor to assist, promote, or deter union organizing by employees who are performing work on a service contract for the State or a State agency. This action is subject to fines in accordance with Government Code section 16645 et seq.
- E. The Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the public, and he/she will have under construction no greater amount of work that he/she can prosecute properly with due regard to the rights of the public. Any person the State may deem incompetent or disorderly will be promptly dismissed and not reinstated.
- F. The Contractor shall have the charge, care, and sole responsibility of the work and will bear the risk of injury or damage to any part thereof by the action of the elements or any other cause whether arising from execution or non-execution of the work.
- G. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

2. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

3. RIGHT TO TERMINATE

- A. The State reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.
- B. This agreement can be immediately terminated for cause. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. RESOLUTION OF CONTRACT DISPUTES

- A. In the event of a dispute, Contractor will attempt resolution with the CSBC Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of General Services within ten (10) days of the failed resolution at the following address:

Department of General Services
Attn: CBSC Executive Director
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833

- B. CBSC Director or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the CBSC Director or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by the CBSC Director will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

5. POTENTIAL SUBCONTRACTORS

- A. No contracting will be allowed for services within this agreement.

7. INSURANCE REQUIREMENT

A. **General Provisions Applying to All Policies**

- 1) **Coverage Term** – Coverage needs to be in force for the complete term of the agreement. If insurance expires during the term of the agreement, a new certificate must be received by the State at least ten (10) Days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the agreement.
- 2) **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event, subject to the provisions of this agreement
- 3) **Deductible** – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor and/or Permittee's obligations under the agreement.

- 8) **Satisfying an SIR** – All insurance policies required by this agreement/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
 - 9) **Available Coverages/Limits** – All coverage and limits available to the contractor shall also be available and applicable to the State.
- B. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- C. **Certificate of Insurance** – The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

Attn: CSS – 11390
Department of General Services
Office of Business and Acquisition Services
707 Third Street, Suite 2-350, MS 508
West Sacramento, CA 95605

EXHIBIT L

EXHIBIT A

SCOPE OF WORK

The California Building Code (California Code of Regulations, Title 24, Part 2), California Residential Code (California Code of Regulations, Title 24, Part 2.5), California Fire Code (California Code of Regulations, Title 24, Part 9), and California Existing Building Code (California Code of Regulations, Title 24, Part 10), are based on four model codes, the International Building Code, International Residential Code, International Fire Code and the International Existing Building Code, respectively. The California codes include both provisions of the model codes and amendments to those codes adopted by California. The International Code Council (ICC) owns the copyrights to these model codes; therefore, ICC must be the publisher of these California codes, if they are each going to contain model code provisions and California amendments to the model codes.

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and the International Code Council (ICC) will coordinate the publication of these parts of the 2019 California Building Standards Code. (Title 24, California code of regulations)

- A. **WHEREAS**, ICC is the sole owner of the copyrights to the 2018 International Building Code (IBC), 2018 International Residential Code (IRC), 2018 International Fire Code (IFC) and 2018 International Existing Building Code (IEBC) and trade names and/or marks "International Building Code", "International Residential Code", "International Fire Code", "International Existing Building Code" (Collectively, "Licensed Property"); and
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies building code standards and amendments, which may be based on an existing model building code, and publishes them as part of the 2019 California Building Standards Code (hereinafter referred to as the State Building Standards Code, "SBSC"), Title 24, Parts 2, 2.5, 9, & 10 California Code of Regulations (CCR), pursuant to Section 18928.1 of the California Health and Safety Code; and
- C. **WHEREAS**, CBSC desires to publish a 2019 edition of the SBSC on or before July 1, 2019 or at a later date as set by CBSC containing those portions of the first published editions (as adopted by CBSC) of the 2018 Licensed Property that have been approved and codified by CBSC, including those portions that have been modified by CBSC.
- D. **WHEREAS**, ICC and CBSC desire to facilitate the publication of the 2019 SBSC on or before July 1, 2019 in a pre-assembled format that integrates portions of the 2018 IBC, 2018 IRC, 2018 IFC, and 2018 IEBC that have been modified with State amendments, approved and codified by CBSC; and

- E. **WHEREAS**, ICC and CBSC desire to make available as necessary supplements and errata sheets to the 2019 SBSC, to be codified in Parts 2, 2.5, 9, & 10 (2019 SBSC Supplements”), as well as supplements to the 2019 SBSC in response to emergency regulations.

2. **PROJECT REPRESENTATIVES**

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

CBSC Contract Administrator
Katrina Benny 2525 Natomas Park Drive #130 Sacramento, CA 95833 (916) 263-1350 katrina.benny@dgs.ca.gov

Contractor's Contract Administrator
Mark Johnson International Code Council 3060 Saturn Street, Suite 100 Brea, CA 92821 Phone: (888) 422-7233, Ext. 3248 Email: mjohnson@iccsafe.org

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

3. **PERFORMANCE DETAILS**

A. **Grant of License; Ownership.**

ICC hereby grants CBSC a nonexclusive license to use and copy all or any portion of the 2018 Licensed Property, in whole or in part, solely to create and prepare the 2019 SBSC, as well as the 2019 SBSC Supplements, including emergencies, and all related errata sheets, (hereinafter referred to as “the 2019 Code”) including the right to (a) make such changes to the Licensed Property as CBSC determines is required for the 2019 SBSC, and (b) affix copyright notices to the 2019 SBSC.

1. All Licensed Property shall remain the property of ICC, and nothing contained in this Agreement shall be deemed to transfer any ownership of the Licensed Property to CBSC.
2. All California amendments prepared by CBSC (or any agency or other instrumentality of the State of California) in connection with the 2019 Code shall remain the property of CBSC, and nothing contained in this Agreement shall be deemed to transfer any ownership of CBSC property to ICC.
3. Amendments that contain material prepared by CBSC combined with ICC Licensed Property shall be jointly owned by CBSC and ICC.
4. The ownership rights defined in Paragraph 1 above shall survive the termination of this Agreement.

5. CBSC herein grants to ICC an exclusive, royalty-free, perpetual, worldwide license to copy, print, publish, distribute, and sell the 2019 Code, in any format, including print and electronic, in accordance with the terms of the Agreement. In addition, CBSC hereby grants to ICC a nonexclusive, irrevocable, perpetual, royalty free, worldwide right and license to use the 2019 Code in any way, including the right to create derivative works and transfer and/or grant sublicenses to third parties for use of 2019 Code.
6. In the event CBSC terminates this agreement for cause, or this agreement is terminated by ICC without cause, or ICC otherwise discontinues to publish or fails to make available for sale the 2019 Code (other than expiration of this agreement or termination of this agreement by ICC for cause), then CBSC may print and publish or authorize the printing of and publication of the 2019 Code for its own use and for sale to the public until publishing thereof is recommenced by ICC or until one hundred and eighty (180) days after the publication of the next edition of the SBSC (viz., 2019 edition), whichever occurs first, without compensating ICC. If at any time prior to the discontinuation of publication by ICC, said 2019 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 CBSC may print and publish, or authorize the printing of and publication of any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until ICC recommences furnishing copies or until one hundred and eighty (180) days after the publication of the next edition of the 2019 Code, whichever occurs first, without compensating ICC.

4. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, ICC shall commence the following services:
 1. ICC shall provide CBSC electronic copies of the first printing of the 2018 Licensed Property combined with the 2016 Code which includes the 2016 errata, supplements and supplements in response to emergency regulations, in an electronic format. This format will include color coding to identify between the Licensed Property and State amendments, that allows editing of text solely for code development purposes.
 2. ICC shall print, publish and make available for sale to the State, local governmental agencies, and to the general public, copies of the 2019 Code in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions that have been modified by CBSC, as well as the State amendments thereto, are fully merged and integrated into a contiguous and pre-assembled document.
 3. Upon availability, ICC shall provide CBSC electronic copies of the final text corresponding to the printed version of the 2021 Licensed Property in an

electronic format that allows editing of text solely for code development purposes for the 2022 SBSC.

5. WORK DETAILS

- A. ICC shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2019 or at a later date as set by CBSC, copies of the 2019 SBSC in a loose-leaf , pre-drilled format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions that have been modified by CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre-assembled form and not provided as separate sheets. To meet the July 1, 2019 publication date, CBSC must deliver to ICC the proofed and approved final text on or before May 15, 2019. In the event CBSC fails to deliver to ICC the proofed and approved final text on or before May 15, 2019, ICC shall be provided with a period of 35 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2019 SBSC.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which CBSC or any authorized agency does not adopt as a part of SBSC shall not be printed in the 2019 SBSC. CBSC will specifically identify any text to be deleted.
- C. All Errata and/or Supplements to the 2018 Licensed Property as originally adopted by CBSC as the 2019 SBSC which are thereafter generated by the ICC shall not be printed in the 2019 SBSC unless expressly approved by CBSC.
- D. CBSC shall submit to ICC its modifications to the 2018 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, ICC shall furnish to CBSC a copy of the initial draft of the 2019 SBSC for review by CBSC. CBSC will begin to submit files to ICC in December 2018.
- E. Within a reasonable time after receipt of the initial draft of the 2019 SBSC from ICC, CBSC shall submit its revisions to the initial draft to ICC. Within a reasonable time after receipt of CBSC's revisions to the initial draft, ICC shall make any further modifications and submit to CBSC a second draft.
- F. Within a reasonable time after receipt of the second draft of the 2019 SBSC from ICC, CBSC shall submit its revisions to the second draft to ICC. Within a reasonable time after receipt of CBSC's revisions to the second draft, ICC shall make any further modifications and submit to CBSC a final draft.
- G. Upon CBSC approval of the final draft, ICC shall publish and make available for sale to the State of California, and to the general public, copies of the 2019 SBSC. If CBSC promptly delivers to ICC the submissions, ICC shall ensure that the 2019 SBSC is available for sale on or before July 1, 2019.
- H. Time is of the essence:

1. Because the 2019 SBSC may have significant effects on the safety of the State's built environment and its citizens, time is of the essence in performing the herein duties.
 2. The July 1, 2019, date to publish the 2019 SBSC is of critical importance. Publication is defined as the documents being printed and available for delivery.
 3. CBSC and ICC shall commit staff and resources to expedite their diligent work and cooperation towards the publication schedules and goals of this contract.
 4. Due to the variations of their size and complexity, it is impossible to herein establish schedules for publication of any supplements or errata sheets. Therefore, when CBSC submits any supplements or errata sheets to ICC, a publication schedule of milestone dates, including a publication and effective date, shall be mutually determined. That publication schedule, due to possible coordination with other contractors, is of critical importance. ICC shall notify BSC within 15 calendar days following creation of the publication schedule if they, for valid reason(s) given, cannot meet the schedule and include a proposed schedule which they can meet. CBSC must concur in the acceptance of any new schedule. Without such notification, or concurrence with a new publication schedule, CBSC shall expect ICC to abide by the proposed schedule.
 5. Neither ICC nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which ICC or CBSC is not otherwise responsible.
 6. ICC and CBSC will work out a schedule for completion of the code to ensure publication and its availability on or before July 1, 2019. Attachment D, 2018 California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.
- I. Formatting, layout and other requirements not contained herein for publication of the 2019 SBSC will be set forth and/or confirmed in subsequent correspondence between CBSC and ICC. Said formatting, layout and other requirements include, but are not limited to, the following:
1. The 2019 Code
 - a. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2" by 11" white paper in a pre-drilled loose-leaf format configuration.
 - b. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
 - c. Each binder volume that has a ring metal greater than 2" shall be equipped with front and back heavy-duty page lifters and, when containing

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

- d. 3-ring volume binders shall conform to the design and colors selected by CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - e. ICC will integrate existing 2018 Licensed Property language with California amendments to be reviewed and approved by CBSC. First review and schedule will be agreed upon by CBSC and ICC.
2. Index will remain as it appears in the 2018 Licensed Property with California amendments as necessary. All changes to the index must be submitted by CBSC.
 3. Italics shall not be used to identify defined terms.
 4. The front of each volume shall contain the following documents. This information will be provided to ICC by CBSC no later than March 1, 2019:
 - a. Cover Art
 - b. Copyright Notice
 - c. Preface
 - d. Acknowledgement
 - e. California Agency Information Contact List
 - f. How to Distinguish Between Model Code Language and California Amendments
 5. California language will be in italics or other form as specified by codification.
 6. All chapters will begin on a right hand page.
 7. Running footers will read "2019 California Building Code" and all appropriate titles as previously listed within the scope of work.
 8. State-agency acronyms will be used throughout the 2019 Code.
 9. ICC will submit binder specifications for approval by CBSC.
 10. The Matrix Adoption Table will be in the front of each correlating chapter of the 2019 Code.
 11. ICC shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. ICC will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
 12. Advertising pages may be placed in the back of the 2019 Code advertising other ICC publications.

J. Supplements and Errata Sheets

1. All supplements to the 2019 Code shall be printed on 20 lb. light blue colored paper, in a pre-drilled loose-leaf format and be individually shrink-wrapped.
2. Supplements shall be printed to insert by page substitution and contain a publication, effective date, and 'Blue' written on the bottom of each page.
3. Regular supplements shall be published as needed.
4. Emergency supplements shall be published on an "as needed basis."
5. All errata sheets shall be printed on 20 lb. buff colored paper, in a pre-drilled loose-leaf format and be individually shrink-wrapped
6. Errata sheets shall be printed to insert by page substitution and contain a publication, effective date, and "Buff" written on the bottom of each page
7. The number of the supplements shall be the number of the page where the section and paragraph resides followed by .1, .2, .3 etc.

K. Distribution

1. ICC shall establish a distribution method in consultation with CBSC.
2. ICC shall distribute a minimum of 200 complimentary copies of the 2019 Code as per the Attachments A and B.
3. ICC may wholesale the 2019 Code to other resellers in California.
4. ICC reserves the right to include advertising material of related support products/services in distribution of the 2019 Code, provided said material is not a part of the official text of the California State Building Standards Code. Any advertising would be clearly denoted and included as a separate insert at the back.
5. ICC shall post the 2019 Code and all supplements which may contain material copyrighted by ICC on the ICC website in an electronic, "read-only" format.

EXHIBIT A, ATTACHMENT 1

DEPOSITORY LIBRARIES

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

Complete Depository Libraries

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A, ATTACHMENT 2

SELECTIVE DEPOSITORY LIBRARIES

Selective depositories receive one copy of each printed code publication. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299

- California State University, Board of Trustees, Office of Governmental Affairs, CA
915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San
Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-
3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard,
Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los
Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford
Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA
94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800
N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka,
CA 95501- 0533
- Humboldt State University, Government Documents Section, 1 Harpst Street,
Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA
90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue,
Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
- County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd.,
Lancaster, CA 93534
- County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway,
Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave.,
Sacramento, CA 95817
- Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue,
Seaside, CA 93955
- Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
- Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
- Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556

- Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding,
CA 96001
- Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City,
CA 94063-1868
- Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza,
Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA
92401
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino,
CA 92410
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San
Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard
Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St.,
Stockton, CA 95202
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA
93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis
Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second
Floor, Santa Barbara, CA 93101
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library,
500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz,
CA 95060
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria,
CA 93454
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050
Wilshire Blvd., Los Angeles, CA 90010-1106

- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

EXHIBIT A, ATTACHMENT 3

STATE AGENCIES

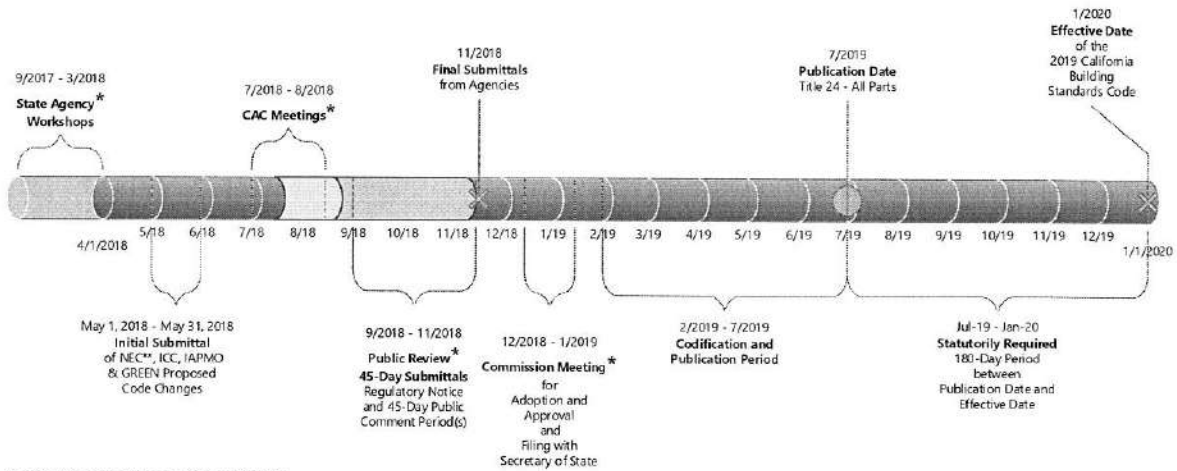
A List of State Agencies will be sent on or before July 1, 2019 under separate cover.

EXHIBIT A, ATTACHMENT 4

2018 TRIENNIAL CODE ADOPTION CYCLE TIMELINE

2019 California Building Standards Code, Title 24
 Effective January 1, 2020

2018 Triennial Code Adoption Cycle



Code Advisory Committees (CAC):
 SDLF – Structural Design/ Lateral Forces
 PEME – Plumbing, Electrical, Mechanical & Energy
 HF – Health Facilities
 GREEN – Green Building
 BFO – Building, Fire & Other
 ACCESS – Accessibility

*Public Participation Opportunity
 **NEC resubmittal if necessary
 All dates are subject to change

California Building Standards Commission



Rev. 10/17
 (916) 263-0916
www.bsc.ca.gov

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to ICC by CBSC to make sales of the 2019 SBSC, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to ICC with respect to this Agreement or the licenses granted hereunder.
- A. **Sale of Code.** ICC agrees to furnish the 2019 SBSC in loose-leaf format on the following basis:
1. ICC shall make the 2019 SBSC, described in Exhibit A Paragraphs 4 A 1. and 4 A 2., available to the State, local governmental agencies, and the general public at a price established by ICC that will entitle the purchaser to receive all 2019 SBSC Supplements, supplements to the 2019 SBSC in response to emergency regulations, and all related Errata sheets from ICC at no additional charge.
 2. Any bookstore or other vendor may purchase the 2019 SBSC from ICC for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2019 SBSC Supplements, supplements to the 2019 SBSC in response to emergency regulations, and all related errata sheets from ICC at no additional charge.
 3. ICC shall provide to CBSC the electronic files in word format of the 2019 SBSC including all subsequent Supplements and Errata in order that CBSC may make the 2019 SBSC available internally on CBSC intranet or internal network for use solely by CBSC staff. If ICC develops an enhanced electronic product of the 2019 Code with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, ICC shall also make such enhanced electronic product of the 2019 Code available to CBSC for internal use by CBSC staff as provided in this subparagraph.
 4. ICC may include references to ICC-ES Evaluation Reports and other supplemental support material in any electronic version of the 2019 SBSC (separate from the actual 2019 SBSC language). Necessary language will be added to differentiate ICC materials from the 2019 SBSC. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
 5. ICC may sell the 2019 SBSC in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.

6. ICC will send the CBSC a quarterly report for sales, commencing on July 1, 2019, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports may be submitted to:

<i>BSC Contract Administrator</i>
Katrina Benny 2525 Natomas Park Drive #130 Sacramento, CA 95833 Katrina.benny@dgs.ca.gov

- B. **State Code Distribution.** The Library Distribution Act (LDA) established a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California. During the term of this Agreement, ICC shall deliver complimentary copies of the 2019 SBSC, and automatically, any 2019 SBSC Supplements, supplements to the 2019 SBSC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Exhibit A, Attachment 1 hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Exhibit A, Attachment 2 hereto and copies to the State agencies listed in Exhibit A, Attachment 3 hereto in the quantities specified therein. ICC shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.

1. ICC shall deliver up to 30 complimentary copies of the 2019 SBSC to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2019 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2019 SBSC. CBSC shall provide ICC with names and delivery addresses of the current and any new Commissioners as well as notifying ICC of any terminations.
2. ICC shall deliver up to 200 complimentary copies of the 2019 SBSC, any 2019 SBSC Supplements and Errata, to be coordinated between CBSC and ICC.
 - a. **Model Code Distribution.** ICC shall provide CBSC up to 10 complimentary copies of the 2021 Licensed Property publications. Additionally, ICC shall provide CBSC up to 5 copies of the following Model Code publications. (International Fuel Gas Code, International Energy Conservation Code, International Property Maintenance Code, International Swimming Pool & Spa Code, International Solar Energy Provisions; as well as Significant Changes IBC, Significant Changes IFC and Significant Changes, IRC.)

- D. **Subscription Service.** In order to ensure that the 2019 SBSC purchased from ICC or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, ICC shall make available to all purchasers of the 2019 SBSC, all 2019 SBSC Supplements, all supplements to the 2019 SBSC in response to emergency regulations, and all related errata sheets, at no additional cost. ICC shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2019 SBSC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, blue', '[Effective date], Errata buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2019 SBSC.
- E. **Funding.** ICC understands and agrees that under certain provisions of California law, CBSC may not obligate itself by contract to an extent in excess of an amount appropriated therefore by the State Legislature as approved by the Governor.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. It is unlawful for a State Contractor to assist, promote, or deter union organizing by employees who are performing work on a service contract for the State or a State agency. This action is subject to fines in accordance with Government Code section 16645 et seq.
- E. The Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the public, and he/she will have under construction no greater amount of work that he/she can prosecute properly with due regard to the rights of the public. Any person the State may deem incompetent or disorderly will be promptly dismissed and not reinstated.
- F. The Contractor shall have the charge, care, and sole responsibility of the work and will bear the risk of injury or damage to any part thereof by the action of the elements or any other cause whether arising from execution or non-execution of the work.
- G. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

2. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

3. RIGHT TO TERMINATE

- A. The State reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.
- B. This agreement can be immediately terminated for cause. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. RESOLUTION OF CONTRACT DISPUTES

- A. In the event of a dispute, Contractor will attempt resolution with the CSBC Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of General Services within ten (10) days of the failed resolution at the following address:

Department of General Services
Attn: CBSC Executive Director
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833

- B. CBSC Director or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the CBSC Director or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by the CBSC Director will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

5. POTENTIAL SUBCONTRACTORS

- A. No contracting will be allowed for services within this agreement.

7. INSURANCE REQUIREMENT

A. **General Provisions Applying to All Policies**

- 1) **Coverage Term** – Coverage needs to be in force for the complete term of the agreement. If insurance expires during the term of the agreement, a new certificate must be received by the State at least ten (10) Days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the agreement.
- 2) **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event, subject to the provisions of this agreement
- 3) **Deductible** – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor and/or Permittee's obligations under the agreement.

- 8) **Satisfying an SIR** – All insurance policies required by this agreement/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
 - 9) **Available Coverages/Limits** – All coverage and limits available to the contractor shall also be available and applicable to the State.
- B. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- C. **Certificate of Insurance** – The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

Attn: CSS – 11391
Department of General Services
Office of Business and Acquisition Services
707 Third Street, Suite 2-350, MS 508
West Sacramento, CA 95605

EXHIBIT M

EXHIBIT A

SCOPE OF WORK

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

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and International Association of Plumbing and Mechanical Officials (IAPMO) will coordinate the publication of the 2019 California Mechanical Code (Title 24, Part 4) and the California Plumbing Code (Title 24, Part 5).

- A. **WHEREAS**, IAPMO is the sole owner of the copyright to the 2018 Uniform Mechanical Code and the 2018 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 existing UMC and UPC 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; and
- C. **WHEREAS**, CBSC desires to publish a 2019 edition of the CMC/CPC (hereinafter referred to as the "2019 CMC/CPC") on or before July 1, 2019 or at a later date as set by CBSC containing portions of the 2018 UMC/UPC that have been approved and codified by CBSC, including those portions of the 2018 UMC/UPC that have been modified by CBSC, as well containing California amendments thereto; and
- D. **WHEREAS**, IAPMO and CBSC desire to facilitate the publication of the 2019 CMC/CPC, on or before July 1, 2019, in a pre-assembled loose-leaf format that integrates portions of the 2018 UMC/UPC that that have been approved

and codified by CBSC including those portions that have been modified by CBSC, as well as California amendments; and

- E. **WHEREAS**, IAPMO and CBSC desire to make available as necessary supplements and errata sheets to the 2019 CMC/CPC (hereinafter referred to as the "2019 CMC/CPC Supplements"), as well as supplements in response to emergency regulations.

2. PROJECT REPRESENTATIVES

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

CBSC Contract Administrator
Katrina Benny 2525 Natomas Park Drive #130 Sacramento, CA 95833 (916) 263-1350 Katrina.benny@dgs.ca.gov

Contractor's Contract Administrator
International Association of Plumbing and Mechanical Officials 4755 East Philadelphia Street Ontario, CA 91767 G.P. Russ Chaney, CEO (909) 472-4201 Russ.Chaney@iapmo.org

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

3. PERFORMANCE DETAILS

Grant of License

- A. **By IAPMO.** Subject to the limitation of section 1 below, IAPMO, hereby grants CBSC a non-exclusive, non-transferable license to use and copy all or any portion of the 2018 UPC/UMC, supplements and revisions to the 2018 UMC/UPC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2019 CMC/CPC, as well as the 2019 CMC/CPC supplements, errata and emergency supplements (hereinafter referred to collectively as the "2019 Code"). The grant of the foregoing sublicense is limited to the right to:
1. Publish, print, reprint and distribute all or any pages of the Licensed Property that have been modified by CBSC upon the following terms and conditions: In the event that IAPMO breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fail to make available for sale the 2019 Code, then CBSC may cause to print and publish all or any pages of the 2019 Code that have been modified by CBSC for its use and for sale to the public until publishing thereof is recommenced by IAPMO or until one hundred and eighty (180) days

after publication of the next edition of the CMC/CPC, whichever occurs first, without compensating IAPMO. If at any time prior to the discontinuation of publication by IAPMO the 2019 Code becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, CBSC may without being in violation of the non-transferable license provision hereof, cause to print and publish any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until IAPMO recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CMC/CPC, whichever occurs first, without compensating IAPMO.

2. Make such changes to the Licensed Property as CBSC determines are required for the 2019 Code.
3. Affix copyright notices to the 2019 Code as directed by CBSC.
4. Post the 2019 CMC/CPC and all supplements which may contain material copyrighted by IAPMO on the IAPMO website in "read-only" format.

B. **By CBSC.** CBSC hereby grants to IAPMO an exclusive, worldwide license to copy, print, publish, distribute and sell the 2019 CMC/CPC and all 2019 CMC/CPC Supplements in accordance with the terms of this Agreement.

4. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, IAPMO shall commence the following services:
1. IAPMO shall provide CBSC electronic copies of the 2018 UMC/UPC combined with the 2016 Code which includes the 2016 errata, supplements and supplements in response to emergency regulations, in an electronic format. This format will include color coding to identify between the License Property and State amendments, which allows editing of text solely for code development purposes.
 2. IAPMO shall, in accordance with the specific formatting requirements and editorial and publication timetable, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public, copies of the 2019 Code in a loose-leaf format. The 2019 Code shall be printed and published in a fully integrated format that incorporates, into a fully merged, contiguous and pre-assembled

document, all portions of the 2018 UMC/UPC approved and codified by CBSC and have been modified by CBSC, and all California amendments.

3. IAPMO shall print and publish all 2019 CMC/CPC Supplements on a regular basis so that all customers have an accurate and up-to-date 2019 Code, provided, however, that IAPMO shall not be required to print, publish and distribute special supplements for minor or inconsequential errors or changes. Special supplements for minor or inconsequential errors and/or changes shall be posted on IAPMO's website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.
4. Upon availability, IAPMO shall provide CBSC electronic copies of the final text corresponding to the printed version of the 2021 Licensed Properties in an electronic format that allows editing of text solely for code development purposes for the 2022 SBSC.

5. WORK DETAILS

- A. IAPMO shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2019 or at a later date as set by CBSC, copies of the 2019 CMC/CPC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions of the Licensed Property that have been modified by CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre-assembled form and not provided as separate sheets. To meet the July 1, 2019 publication date, CBSC must deliver to IAPMO the proofed and approved final text on or before May 15, 2019. In the event CBSC fails to deliver to IAPMO the proofed and approved final text on or before May 15, 2019, 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 2019 CMC/CPC.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2019 CMC/CPC. In the event IAPMO insists on including such non-adopted language, it shall be highlighted and clearly noted as not adopted by the State on each page on which it appears.
- C. All Errata Sheets and/or Supplements to the 2018 Licensed Property as originally adopted by CBSC as the 2019 CMC/CPC which are thereafter generated by IAPMO shall not be printed in the 2019 CMC/CPC unless expressly approved by CBSC.

- D. CBSC shall submit to IAPMO its modifications to the 2018 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, IAPMO shall furnish to CBSC a copy of the initial draft of the 2019 CMC/CPC for review by CBSC.
- E. Within a reasonable time after receipt of the initial draft of the 2019 CMC/CPC from IAPMO, CBSC shall submit its revisions to the initial draft to IAPMO. Within a reasonable time after receipt of CBSC's revisions to the initial draft, IAPMO shall make any further modifications and submit to CBSC a second draft.
- F. Within a reasonable time after receipt of the second draft of the 2019 CMC/CPC from IAPMO, CBSC shall submit its revisions to the second draft to IAPMO. Within a reasonable time after receipt of CBSC's revisions to the second draft, IAPMO shall make any further modifications and submit to CBSC a final draft.
- G. Upon CBSC approval of the final draft, IAPMO shall publish and make available for sale to the State of California, and to the general public, copies of the 2019 CMC/CPC (here in referred to as the 2019 Code). If CBSC promptly delivers to IAPMO the submissions from CBSC as set forth in paragraphs above, IAPMO shall ensure that the 2019 Code is available for sale within thirty-five (35) days of receipt from CBSC of fully proofed and approved final text in either electronic format or camera ready copy.
- H. Time is of the essence:
1. Because the 2019 Code may have significant effects on the safety of the State's built environment and its citizens, time is of the essence in performing the herein duties.
 2. The July 1, 2019, date to publish the 2019 Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
 3. CBSC and IAPMO shall commit staff and resources to expedite their diligent work and cooperation towards the publication schedules and goals of this contract.
 4. Due to the variations of their size and complexity, it is impossible to herein establish schedules for publication of any supplements or errata. Therefore, when CBSC submits any supplements or errata to IAPMO, a publication schedule of milestone dates, including a publication and effective date, shall be mutually determined. That publication schedule, due to possible coordination with other contractors, is of critical importance. IAPMO shall notify CBSC within 15 calendar days following creation of the publication schedule if they, for valid reason(s) given, cannot meet the schedule and include a proposed schedule which they can meet. CBSC must concur in the acceptance of any new schedule.

Without such notification, or concurrence with a new publication schedule, CBSC shall expect IAPMO to abide by the proposed schedule.

5. Neither IAPMO nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which IAPMO or CBSC is not otherwise responsible.
 6. IAPMO and CBSC will work out a schedule for completion of the code to ensure publication and its availability on or before July 1, 2019. Attachment D, California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.
- i. Formatting, layout and other requirements not contained herein for publication of the 2019 Code will be set forth and/or confirmed in subsequent correspondence between CBSC and IAPMO. Said formatting, layout and other requirements include, but are not limited to, the following:
1. The 2019 Code
 - a. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2" by 11" white paper in a pre-drilled loose-leaf format configuration.
 - b. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
 - c. Each binder volume that has a ring metal greater than 2" shall be equipped with front and back heavy-duty page lifters and, when containing more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.
 - d. Volume binders shall conform to the design and colors selected by CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - e. IAPMO will integrate existing 2018 Licensed Property language with California amendments to be reviewed and approved by CBSC. First review and schedule will be agreed upon by CBSC and IAPMO.
 2. Index will remain as it appears in the 2018 Licensed Property with California amendments as necessary.
 3. Italics shall not be used to identify defined terms.
 4. The front of each volume shall contain the following documents. This information will be provided to IAPMO by CBSC no later than April 1, 2019:

- a. Cover Art
 - b. Copyright Notice
 - c. Preface
 - d. Acknowledgement
 - e. California Agency Information Contact List
 - f. How to Distinguish Between Model Code Language and California Amendments
5. California language will be in italics or other form as specified by codification.
 6. All chapters will begin on a right hand page.
 7. Running footers will read "2019 California Mechanical Code" and "2019 California Plumbing Code" respectively.
 8. State-agency acronyms will be used throughout the 2019 Code.
 9. IAPMO will submit binder specifications for approval by CBSC.
 10. The Matrix Adoption Table will be in the front of each correlating chapter of the 2019 Code and available as a supplement so it can be inserted in the front of each 2019 Code.
 11. IAPMO shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. IAPMO will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
 12. A card may be placed in the 2019 Code advertising other IAPMO publications.

J. Supplements and Errata Sheets

1. Supplements to the 2019 code shall be printed on 20 lb. light blue colored paper, in a pre-drilled loose-leaf format and be individually shrink-wrapped.
2. All supplements shall be printed to insert by page substitution and contain a publication, effective date, and 'Blue' on the bottom of each page.
3. Regular supplements shall be published as needed.
4. Emergency supplements shall be published on an "as needed basis."
5. All errata sheets shall be printed on 20 lb. buff colored paper, in a pre-drilled loose-leaf format and be individually shrink-wrapped.
6. Errata sheets shall be printed to insert by page substitution and contain a publication, effective date and 'Buff' on the bottom of each page.

7. The number of the supplements shall be the number of the page where the section and paragraph resides followed by .1, .2, .3 etc.

K. Distribution

1. IAPMO shall establish a distribution method in consultation with CBSC.
2. IAPMO shall distribute a minimum of 200 complimentary copies of the 2019 Code as directed by CBSC.
3. IAPMO may wholesale the 2019 Code to other resellers in California.
4. IAPMO reserves the right to include advertising material of related support products/services in distribution of the 2019 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.
5. IAPMO shall post the 2019 Code and all supplements which may contain material copyrighted by IAPMO on the IAPMO website in an electronic, "read-only" format.

EXHIBIT A, ATTACHMENT 1

DEPOSITORY LIBRARIES

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

Complete Depository Libraries

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

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

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

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

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

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

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

Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008

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

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

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

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

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

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

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

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

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

EXHIBIT A, ATTACHMENT 2

SELECTIVE DEPOSITORY LIBRARIES

Selective depositories receive one copy of each printed code publication. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
- Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
- California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
- California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
- California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
- California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
- California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
- California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
- California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
- California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
- California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299

- California State University, Board of Trustees, Office of Governmental Affairs, CA
915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San
Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-
3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard,
Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los
Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
- Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford
Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA
94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800
N. Dartmouth Ave., Claremont, CA 91711-3907
- Humboldt County Library, Public Services Division, 1313 Third Street, Eureka,
CA 95501- 0533
- Humboldt State University, Government Documents Section, 1 Harpst Street,
Arcata, CA 95521
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA
90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
- Kern County Library, California Documents Dept., 701 Truxtun Avenue,
Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
- County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd.,
Lancaster, CA 93534
- County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway,
Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave.,
Sacramento, CA 95817
- Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue,
Seaside, CA 93955
- Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
- Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
- Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556

- Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding,
CA 96001
- Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City,
CA 94063-1868
- Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza,
Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
- Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA
92401
- San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino,
CA 92410
- San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San
Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
- San Francisco State University, Government Publications Dept., J. Paul Leonard
Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St.,
Stockton, CA 95202
- San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA
93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis
Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
- San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second
Floor, Santa Barbara, CA 93101
- Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
- Santa Clara University, Government Documents Dept., Michel Orradre Library,
500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
- Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz,
CA 95060
- Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria,
CA 93454
- Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
- Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050
Wilshire Blvd., Los Angeles, CA 90010-1106

- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcala Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

EXHIBIT A, ATTACHMENT 3

STATE AGENCIES

A List of State Agencies will be sent on or before July 1, 2019 under separate cover.

EXHIBIT A, ATTACHMENT 4

2018 TRIENNIAL CODE ADOPTION CYCLE TIMELINE

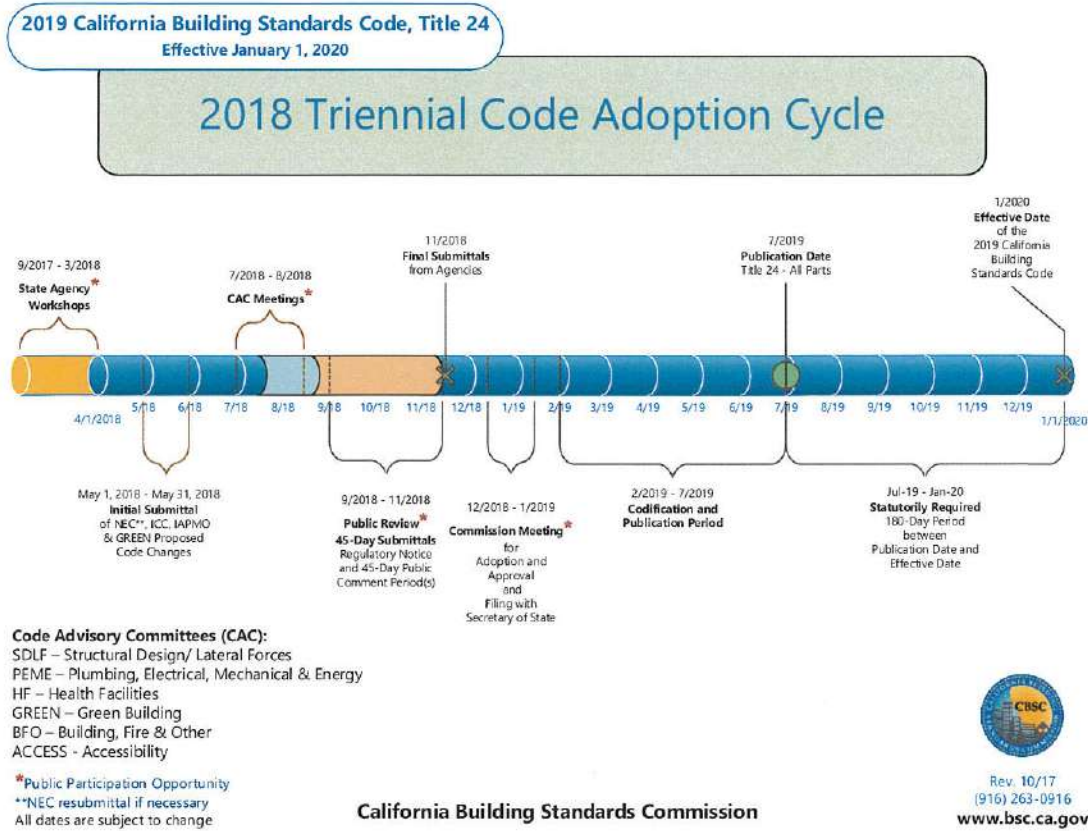


EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to IAPMO by CBSC to make sales of the 2019 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to IAPMO with respect to this Agreement or the licenses granted hereunder.
- A. **Sale of Code.** IAPMO agrees to furnish the 2019 Code in loose-leaf format on the following basis:
1. IAPMO shall make the 2019 Code, described in Exhibit A Paragraphs 4 A 1. and 4 A 2., available to the State, local governmental agencies, and the general public at a price established by IAPMO that will entitle the purchaser to receive all 2019 CMC/CPC Supplements, supplements to the 2019 CMC/CPC in response to emergency regulations, and all related Errata sheets from IAPMO at no additional charge.
 2. Any bookstore or other vendor may purchase the 2019 Code from IAPMO for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2019 CMC/CPC Supplements, supplements to the 2019 CMC/CPC in response to emergency regulations, and all related errata sheets from IAPMO at no additional charge.
 3. IAPMO shall provide to CBSC the electronic files of the 2019 Code including all subsequent Supplements and Errata in order that CBSC may make the 2019 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If IAPMO develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, IAPMO shall also make such enhanced CD available to CBSC for internal use as provided in this subparagraph.
 4. IAPMO may include references to IAPMO-ES Evaluation Reports and other supplemental support material in any electronic version of the 2019 Code (separate from the actual 2019 Code language). Necessary language will be added to differentiate IAPMO materials from the 2019 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
 5. IAPMO may sell the 2019 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
 6. IAPMO will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order

shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be submitted to:

<i>CBSC Contract Administrator</i>
Katrina Benny 2525 Natomas Park Drive #130 Sacramento, CA 95833 Katrina.benny@dgs.ca.gov

- B. **State Code Distribution.** The Library Distribution Act (LDA) established a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California. During the term of this Agreement, IAPMO shall deliver complimentary copies of the 2019 CMC/CPC, and automatically, any 2019 CMC/CPC Supplements, supplements to the 2019 CMC/CPC in response to emergency regulations, and all related errata sheets, directly to the Depository Libraries listed in Exhibit A, Attachment 1 hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Exhibit A, Attachment 2 hereto and copies to the State agencies as directed by CBSC hereto in the quantities specified therein. IAPMO shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.
1. IAPMO shall deliver up to 30 complimentary copies of the 2019 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2019 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2019 Code. CBSC shall provide IAPMO with names and delivery addresses of the current and any new commissioners as well as notifying IAPMO of any terminations.
 2. IAPMO shall deliver up to 200 complimentary copies of the 2019 Code, together with any 2019 CMC/CPC Supplements, directly to the following state agencies in the quantities specified by CBSC.
 - a. **Model Code Distribution.** IAPMO shall provide CBSC up to 10 complimentary copies of the 2021 Licensed Property publications. Additionally, IAPMO shall provide CBSC with up to 5 copies of the following Model Code publications. (Uniform Solar Hydronic and Geothermal Code, Uniform Swimming Pool, Spa & Hot Tub Code and WEST and ANSI Standard.)
- D. **Subscription Service.** In order to ensure that the 2019 CMC/CPC purchased from IAPMO or any bookstore or other vendor is accurate and up to date, beginning from

the time of the initial publication, IAPMO shall make available to all purchasers of the 2019 CMC/CPC, all 2019 CMC/CPC Supplements, all supplements to the 2019 CMC/CPC in response to emergency regulations, and all related errata sheets, at no additional cost. IAPMO shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2019 CMC/CPC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2019 Code.

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. It is unlawful for a State Contractor to assist, promote, or deter union organizing by employees who are performing work on a service contract for the State or a State agency. This action is subject to fines in accordance with Government Code section 16645 et seq.
- E. The Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the public, and he/she will have under construction no greater amount of work that he/she can prosecute properly with due regard to the rights of the public. Any person the State may deem incompetent or disorderly will be promptly dismissed and not reinstated.
- F. The Contractor shall have the charge, care, and sole responsibility of the work and will bear the risk of injury or damage to any part thereof by the action of the elements or any other cause whether arising from execution or non-execution of the work.
- G. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

- 2. EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

3. RIGHT TO TERMINATE

- A. The State reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.
- B. This agreement can be immediately terminated for cause. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. RESOLUTION OF CONTRACT DISPUTES

- A. In the event of a dispute, Contractor will attempt resolution with the CSBC Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of General Services within ten (10) days of the failed resolution at the following address:

Department of General Services
Attn: CBSC Executive Director
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833

- B. CBSC Director or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the CBSC Director or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by the CBSC Director will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

5. POTENTIAL SUBCONTRACTORS

- A. No contracting will be allowed for services within this agreement.

7. INSURANCE REQUIREMENT

A. **General Provisions Applying to All Policies**

- 1) **Coverage Term** – Coverage needs to be in force for the complete term of the agreement. If insurance expires during the term of the agreement, a new certificate must be received by the State at least ten (10) Days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the agreement.
- 2) **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event, subject to the provisions of this agreement
- 3) **Deductible** – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor and/or Permittee's obligations under the agreement.

- 8) **Satisfying an SIR** – All insurance policies required by this agreement/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- 9) **Available Coverages/Limits** – All coverage and limits available to the contractor shall also be available and applicable to the State.
- B. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- C. **Certificate of Insurance** – The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

Attn: CSS – 11392
Department of General Services
Office of Business and Acquisition Services
707 Third Street, Suite 2-350, MS 508
West Sacramento, CA 95605

EXHIBIT N

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

11394

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Department of General Services, Building Standards Commission

CONTRACTOR NAME

National Fire Protection Association

2. The term of this Agreement is:

START DATE

Upon DGS/OLS Approval

THROUGH END DATE

December 31, 2022

3. The maximum amount of this Agreement is:

\$0.00, Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	8
Exhibit B	Payment and Compensation Provisions	3
Exhibit B - Attachment 1	Depository Libraries	1
Exhibit B - Attachment 2	Selective Depository Libraries	4
Exhibit B - Attachment 3	State Agencies	1
Exhibit C *	General Terms and Conditions	04/2017
Exhibit D	Special Terms and Conditions	3

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

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

National Fire Protection Association

CONTRACTOR BUSINESS ADDRESS

1 Batterymarch Park

CITY

Quincy

STATE

MA

ZIP

02169

PRINTED NAME OF PERSON SIGNING

Debra Rose

TITLE

Senior Content Development Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

3-6-2019

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of General Services, Office of Business and Acquisition Services

CONTRACTING AGENCY ADDRESS

707 Third Street, Suite 2-350, MS 508

CITY

West Sacramento

STATE

CA

ZIP

95605

PRINTED NAME OF PERSON SIGNING

Jaime Tovar

TITLE

Staff Services Manager II

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

3/7/19

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

11394

PURCHASING AUTHORITY NUMBER (if applicable)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

VB

[Handwritten signature]



EXHIBIT A

SCOPE OF WORK

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

1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and NFPA will coordinate the publication of the 2019 California Electrical Code (Title 24, Part 3 California Code of Regulations). All activities hereto that are the responsibility of the NFPA may be carried out by or through an NFPA approved authorized licensee or subcontractor at the discretion of NFPA. The description NFPA and NFPA and/or Authorized Agent and Licensee is used interchangeably, except where noted.

- A. **WHEREAS**, NFPA develops consensus based codes and standards on fire, electrical and related hazards, including NFPA 70®, *National Electrical Code*®, which provides recommended standards for electrical safety. NFPA is the author and sole owner of the copyright to the NFPA 70® *National Electrical Code*® 2017 Edition, as well as the trademark to the title *National Electrical Code*® and the acronym NEC® (2017 NEC); and
- B. **WHEREAS**, CBSC periodically incorporates by reference, approves and codifies electrical code standards and amendments, which may be based on an existing national electrical standards, and publishes them as the California Electrical Code, California Code of Regulations, Title 24, Part 3 (CEC); and
- C. **WHEREAS**, CBSC desires to publish a 2019 edition of the CEC containing those portions of the 2017 NEC, first printing as adopted by CBSC, that have been approved and codified by CBSC, those portions of the 2017 NEC that have been modified by CBSC, and the California amendments thereto (2019 CEC); and
- D. **WHEREAS**, NFPA and CBSC desire to facilitate the publication of the 2019 CEC, on or before July 1, 2019, in a pre-assembled loose-leaf format that integrates portions of the 2017 NEC that have been modified with State amendments, approved and codified by CBSC; and
- E. **WHEREAS**, NFPA and CBSC desire to make available as necessary supplements and errata sheets to the 2019 CEC (hereinafter referred to as the "2019 CEC Supplements"). As well as supplements in response to emergency regulations.

2. PROJECT REPRESENTATIVES

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

CBSC Contract Administrator
Katrina Benny 2525 Natomas Park Drive #130 Sacramento, CA 95833 (916) 263-1350 katrina.Benny@dgs.ca.gov

Contractor's Contract Administrator
Debra Rose, NFPA 1 Batterymarch Park Quincy, MA 02269 (617) 984-7595 drose@nfpa.org

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

3. PERFORMANCE DETAILS

Grant of License for CEC.

A. **By NFPA.** Subject to the limitation of section 1 below, NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2017 NEC, NFPA supplements and revisions to the 2017 NEC (Licensed Property), solely for the purpose of creating the 2019 CEC, as well as the 2019 CEC supplements, errata and emergency supplements (hereinafter referred to collectively as the "2019 Code") as provided in and subject to the provisions of this Agreement. The grant of the foregoing sublicense is limited to the right to:

1. Publish, print, reprint and distribute all or any pages of the Licensed Property that have been modified by CBSC (including any existing NFPA trademarks or logos) only upon the following terms and conditions: In the event that NFPA breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fails to make available for sale the 2019 Code, then CBSC may cause to print and publish all or any pages of The 2019 Code that have been modified by CBSC for its use and for sale to the public until publishing thereof is recommenced by NFPA or until one hundred and eighty days (180) after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA. If at any time prior to the discontinuation of publication by NFPA the 2019 Code becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, CBSC may without being in violation of the non-transferable license provision hereof, cause to print and publish any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until NFPA recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA.

2. Make such changes to the Licensed Property as CBSC determines are required for the 2019 Code.
 3. Affix appropriate copyright notices to the 2019 Code as agreed to by the parties.
 4. Post on its website, a URL (provided by NFPA) to the 2019 Code and a link to the NFPA catalog where customers may purchase the 2019 Code.
 5. To the extent CBSC produces or distributes the 2019 Code in accordance with paragraph 1 above, CBSC shall maintain all copyright notices and all trademarks and logos of NFPA as are included in the 2019 CEC. CBSC shall also undertake reasonable measures to ensure the 2019 Code and any Licensed Material provided to CBSC is protected against unauthorized access, use, modification or other misuse. CBSC shall promptly notify NFPA in the event that CBSC suspects or otherwise knows of any actual or potential infringement or misuse of the 2019 Code or the Licensed Material.
- B. **By CBSC.** CBSC hereby grants to NFPA an exclusive, worldwide, sub-licensable license to copy, print, publish, distribute and sell, at a price determined by NFPA in its sole discretion, the 2019 CEC and all 2019 CEC Supplements in accordance with the terms of this Agreement.

4. SERVICE DETAILS

- A. **Technical Services.** Immediately after the execution of this Agreement, NFPA shall commence the following services:
1. NFPA shall create electronic copies of the 2017 NEC combined with the 2016 Code which includes the 2016 errata, supplements and supplements in response to emergency regulations, in an electronic format. This format will include color coding to identify between the License Property and State amendments, which allows editing of text solely for code development purposes.
 2. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth in hereto, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public, copies of the 2019 Code in a pre-drilled, loose-leaf format. The 2019 Code shall be printed and published in a fully integrated format that incorporates, into a fully merged, contiguous and pre-assembled document, all portions of the 2017 NEC approved and codified by CBSC, those portions of the 2017 NEC that have been modified by CBSC, and all California amendments
 3. NFPA shall print and publish all 2019 CEC Supplements on a regular basis so that all customers have an accurate and up-to-date Code, provided, however,

that NFPA shall not be required to print, publish and distribute special supplements for minor or inconsequential errors or changes. Special supplements for minor or inconsequential errors and/or changes shall be posted on NFPA and/or Authorized Agent and Licensee's website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.

4. Upon availability, NFPA shall provide CBSC electronic copies of the final text corresponding to the printed version of the 2020 Licensed Properties in an electronic format that allows editing of text solely for code development purposes for the 2021 CEC.
5. NFPA reserves all rights in the Licensed Property and its trademarks and logos not expressly granted to CBSC herein. Except as expressly provided herein, CBSC shall not directly or indirectly reproduce, sell or distribute the 2019 Code nor shall it allow, permit or authorize any third party to do so.

5. WORK DETAILS

- A. NFPA and/or Authorized Agent and Licensee shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2019 or at a later date as mutually agreed by the parties, copies of the 2019 CEC in a pre-drilled, loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions of the Licensed Property that have been modified by CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre-assembled form and not provided as separate sheets. To meet the July 1, 2019 publication date, CBSC must deliver to NFPA and/or Authorized Agent and Licensee the proofed and approved final text on or before May 1, 2019. In the event CBSC fails to deliver to NFPA and/or Authorized Agent and Licensee the proofed and approved final text on or before May 1, 2019, NFPA and/or Authorized Agent and Licensee shall be provided with a period of 60 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2019 CEC.
- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which CBSC or any authorized agency does not adopt as a part of Title 24 shall not be printed in the 2019 CEC. In the event NFPA and/or Authorized Agent and Licensee insists on including such non-adopted language, it shall be highlighted and clearly noted as not adopted by the State on each page on which it appears.
- C. The 2019 Code shall not include any Errata, Supplements or TIAs to the 2017 National Electrical Code unless expressly approved by CBSC.
- D. On or before March 1, 2019, CBSC shall submit to NFPA and/or Authorized Agent and Licensee its modifications to the 2017 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, NFPA and/or Authorized Agent and

Licensee shall furnish to CBSC a copy of the initial draft of the 2019 CEC for review by CBSC.

- E. Within a reasonable time after receipt of the initial draft of the 2019 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the initial draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the initial draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a second draft.
- F. Within a reasonable time after receipt of the second draft of the 2019 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the second draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a final draft.
- G. Upon CBSC approval of the final draft no later than May 1, 2019, NFPA and/or Authorized Agent and Licensee shall publish and make available for sale to the State of California, and to the general public, copies of the 2019 CEC. If CBSC promptly delivers to NFPA and/or Authorized Agent and Licensee the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the 2019 CEC is available for sale within sixty (60) days of receipt from CBSC of fully proofed and approved final text in either electronic format or camera ready copy.
- H. Time is of the essence:
 - 1. Because the 2019 CEC may have significant effects on the safety of the State's built environment and its citizens, time is of the essence in performing the herein duties.
 - 2. The July 1, 2019, date to publish the 2019 CEC is of critical importance. Publication is defined as the documents being printed and available for delivery.
 - 3. CBSC and NFPA and/or Authorized Agent and Licensee shall commit staff and resources to meet the publication schedules and goals of this contract.
 - 4. Due to the variations of their size and complexity, it is impossible to herein establish schedules for publication of any supplements or errata. Therefore, when CBSC submits any supplements or errata to NFPA and/or Authorized Agent and Licensee, a publication schedule of milestone dates, including a publication and effective date, shall be mutually determined. That publication schedule, due to possible coordination with other contractors, is of critical importance. Other than for situations such as those described in Section 5, below, which may subsequently arise, NFPA and/or Authorized Agent and Licensee shall notify CBSC within 15 calendar days following creation of the publication schedule if they, for reason(s) given, cannot meet the schedule and include a proposed schedule which they can meet. CBSC must concur in the acceptance of any new schedule. Without such notification, or concurrence with a new publication schedule, CBSC shall expect NFPA and/or Authorized Agent and Licensee to abide by the proposed schedule.

5. Neither NFPA and/or Authorized Agent and Licensee nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which NFPA and/or Authorized Agent and Licensee or CBSC is not otherwise responsible.
 6. NFPA and/or Authorized Agent and Licensee and CBSC will work out a schedule for completion of the code to ensure publication and its availability on or before July 1, 2019. Attachment D, California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.
- I. Formatting, layout and other requirements not contained herein for publication of the 2019 CEC will be set forth and/or confirmed in subsequent correspondence between the parties. Said formatting, layout and other requirements include, but are not limited to, the following:
1. The 2019 CEC
 - a. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2" by 11" white paper in a pre-drilled, loose-leaf format configuration.
 - b. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
 - c. Each binder volume that has a ring metal greater than 2" shall be equipped with front and back heavy-duty page lifters and, when containing more than one Part of the 2019 CEC, a heavy-weight reinforced tab divider shall be included.
 - d. Volume binders shall conform to the design and colors selected by CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.
 - e. NFPA and/or Authorized Agent and Licensee will integrate existing 2017 Licensed Property language with California amendments to be reviewed and approved by CBSC. First review and schedule will be agreed upon by the parties.
 2. Index will remain as it appears in the 2017 Licensed Property with California amendments as provided by CBSC.
 3. Italics shall not be used to identify defined terms.
 4. The front of each volume shall contain the following documents. This information will be provided to NFPA and/or Authorized Agent and Licensee by CBSC no later than April 1, 2019:
 - a. Cover Art
 - b. Preface
 - c. Acknowledgement

d. California Agency Information Contact List

e. How to Distinguish Between 2017 NEC® Language and California Amendments

5. California language will be in italics or other form as specified by codification.
6. All chapters will begin on a right hand page.
7. Running footers will read "2019 California Electrical Code" etc.
8. State-agency acronyms will be used throughout the 2019 CEC.
9. NFPA and/or Authorized Agent and Licensee will submit binder specifications for approval by CBSC.
10. The Matrix Adoption Table will be in the front of each correlating chapter of the 2019 CEC and available as a supplement so it can be inserted in the front of each 2019 CEC.
11. NFPA and/or Authorized Agent and Licensee shall provide an electronic means for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and Licensee will maintain the mailing list, and print, mail or deliver supplements and errata sheets.
12. A card may be placed in the 2019 CEC advertising other NFPA and/or Authorized Agent and Licensee publications.

J. Supplements and Errata

1. Supplements to the 2019 CEC shall be printed on 20 lb. light blue colored paper, in a pre-drilled loose-leaf format and be individually shrink-wrapped.
2. All supplements shall be printed to insert by page substitution and contain a publication, effective date and 'Blue' on the bottom of each page.
3. Regular supplements shall be published as needed.
4. Emergency supplements shall be published on an "as needed basis."
5. All errata sheets shall be printed on 20 lb. buff colored paper, in a pre-drilled loose-leaf format and be individually shrink-wrapped.
6. Errata sheets shall be printed to insert by page substitution and contain a publication, effective date and 'Buff' on the bottom of each page.
7. The number of the supplements shall be the number of the page where the section and paragraph resides followed by .1, .2, .3 etc.
8. Electronic read-only versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'.

K. Distribution

1. CBSC hereby grants NFPA an exclusive, worldwide, sub-licensable right and license to publish, copy, print, distribute and sell the 2019 CEC at a price determined by NFPA in its sole discretion.
2. NFPA and/or Authorized Agent and Licensee shall distribute complimentary copies of the print edition of the 2019 CEC as per lists provided by CBSC on or before July 1, 2019 and as further referenced in Exhibit B, item C. State Code Distribution.
3. NFPA and/or Authorized Agent and Licensee reserves the right to include advertising material of related support products/services in distribution of the 2019 Title 24, provided said material is not a part of the official text of the California Electrical Code. Any advertising would be clearly denoted and included as a separate insert.
4. NFPA shall post the 2019 Code and all supplements which may contain material copyrighted by NFPA on the NFPA website in an electronic, "read-only" format.
5. Any action which may be brought to obtain damages or to enjoin any third party from infringement of any copyright, trademark or proprietary right of NFPA shall be brought exclusively by NFPA 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 NFPA.

EXHIBIT B

PAYMENT AND COMPENSATION PROVISIONS

- A. **Compensation.** In consideration of the opportunity provided to NFPA and/or Authorized Agent and Licensee by CBSC to make sales of the 2019 CEC, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to NFPA and/or Authorized Agent and Licensee with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** NFPA and/or Authorized Agent and Licensee agrees to furnish the 2019 CEC in loose-leaf format on the following basis:
1. NFPA and/or Authorized Agent and Licensee shall make the 2019 Title 24, described in Exhibit A Paragraphs 4 A 1. and 4 A 2., available to the State, local governmental agencies, and the general public at a price established by NFPA and/or Authorized Agent and Licensee that will allow the purchaser to receive all 2019 CEC Supplements, supplements to the 2019 CEC in response to emergency regulations, and all related Errata sheets from NFPA and/or Authorized Agent and Licensee at no additional charge.
 2. NFPA and/or Authorized Agent and Licensee shall provide to CBSC electronic access to the 2019 CEC including all subsequent Supplements and Errata for use solely by CBSC staff.
 4. NFPA and/or Authorized Agent and Licensee may sell the 2019 CEC in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
 5. NFPA and/or Authorized Agent and Licensee upon request will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15th of the month following the end of a quarter. Reports must be submitted to:

<i>CBSC Contract Administrator</i>

Katrina Benny 2525 Natomas Park Drive #130 Sacramento, CA 95833 Katrina.benny@dgs.ca.gov

- C. **State Code Distribution.** The Library Distribution Act (LDA) established a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California. During the term of this Agreement, NFPA and/or Authorized Agent and Licensee shall deliver complimentary copies of the 2019 CEC in print format, and automatically, any 2019 CEC Supplements, supplements to the 2019 CEC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Exhibit B, Attachment 1 hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Exhibit B, Attachment 2 hereto and copies to the State agencies as directed by CBSC and as listed in Exhibit B, Attachment 3. NFPA and/or Authorized Agent and Licensee shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.
1. In addition, NFPA and/or Authorized Agent and Licensee shall deliver up to 30 complimentary copies of the 2019 CEC in print format, and automatically, any 2019 CEC Supplements, supplements to the 2019 CEC in response to emergency regulations, and all related errata sheets, to CBSC and one complimentary copy for each new Commissioner appointed after July 1, 2019 to CBSC. CBSC shall provide NFPA and/or Authorized Agent and Licensee with names and delivery addresses of the current and any new Commissioners as well as notifying NFPA and/or Authorized Agent and Licensee of any terminations.
 2. NFPA and/or Authorized Agent and Licensee shall deliver up to [200] complimentary copies of the 2019 CEC in print format, and automatically, any 2019 CEC Supplements, supplements to the 2019 CEC in response to emergency regulations, and all related errata sheets, directly to the state agencies in the quantities specified by CBSC in accordance with the list attached hereto as Attachment 3.
 3. **Future NEC® Distribution.** NFPA shall provide CBSC with up to 10 complimentary copies of the 2020 Licensed Property publication in hard copy
- D. **Subscription Service.** In order to ensure that the 2019 CEC purchased from NFPA is accurate and up to date, beginning from the time of the initial publication, NFPA shall make available to all purchasers of the 2019 CEC, all 2019 CEC Supplements, all supplements to the 2019 CEC in response to emergency regulations, and all related errata sheets, at no additional cost. NFPA shall provide all purchasers with an electronic means of registering with NFPA to automatically receive such updates to the 2019 CEC in print format.

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

EXHIBIT B, ATTACHMENT 1

DEPOSITORY LIBRARIES

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

Complete Depository Libraries

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

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

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

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

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

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

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

Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008

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

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

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

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

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

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

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

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

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

EXHIBIT B, ATTACHMENT 2

SELECTIVE DEPOSITORY LIBRARIES

Selective depositories receive one copy of each printed code publication. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- Law** A.K. Smiley Public Library, 125 West Vine St., Redlands, CA 92373
Bernard E. Witkin Alameda County Law Library, 125 - 12 St., Oakland, CA 94607-4912
Alhambra Public Library, 101 South First Street, Alhambra, CA 91801
Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
California Polytechnic State University, Library-Government Documents Section, 1 Grand Avenue, San Luis Obispo, CA 93407
California State Polytechnic University, Pomona, Library-Serials Unit, Building 15, Suite 1919, 3801 W. Temple Ave., Pomona, CA 91768-2557
California State University, Bakersfield, Walter Stiern Library, Library-Documents Section, 9001 Stockdale Highway, Bakersfield, CA 93311-1099
California State University, Dominguez Hills, Library-Government Documents, 800 E. Victoria St., Carson, CA 90747
California State University, Fresno, Henry Madden Library, Government Documents Dept., 5200 N. Barton, M/S ML34, Fresno, CA 93740-8014
California State University, Fullerton, Library-Documents State, P.O. Box 4150, Fullerton, CA 92834-4150
California State University, East Bay, Library-Documents, 25800 Carlos Bee Blvd. Hayward, CA 94542
California State University, Long Beach, Library Government Documents, 1250 Bellflower Blvd., Long Beach, CA 90840-1901
California State University, Los Angeles, John F. Kennedy Library, Government Information Services, 5151 State University Dr., Los Angeles, CA 90032-8300
California State University, Northridge, Oviatt Library Government Documents, 18111 Nordhoff St., Northridge, CA 91330-8328
California State University, Sacramento, Library-Documents, 2000 State University Dr., East, Sacramento, CA 95819-6039
California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407-2397
California State University San Marcos, Library, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001
California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299

- California State University, Board of Trustees, Office of Governmental Affairs, CA
915 L Street, Suite 1160, Sacramento, CA 95814
- Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San
Francisco, CA 94102
- Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-
3090
- Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard,
Pleasant Hill, CA 94523-4497
- Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los
Angeles, CA 90013
- El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243
Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326
Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford
Avenue, Garden Grove, CA 92840
- Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105
- Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA
94102
- Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800
N. Dartmouth Ave., Claremont, CA 91711-3907
Humboldt County Library, Public Services Division, 1313 Third Street, Eureka,
CA 95501- 0533
Humboldt State University, Government Documents Section, 1 Harpst Street,
Arcata, CA 95521
Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA
90301-1771
- Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301
Kern County Library, California Documents Dept., 701 Truxtun Avenue,
Bakersfield, CA 93301-4517
- Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230
Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097
- Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100
County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd.,
Lancaster, CA 93534
County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway,
Norwalk, CA 90650
- Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave.,
Sacramento, CA 95817
Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue,
Seaside, CA 93955
Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340
Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612
- Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354
Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556

- Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding,
CA 96001
- Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City,
CA 94063-1868
- Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza,
Richmond, CA 94804
- Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203
- Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814
Sacramento Public Library, Central Library-Reference Department, 828 I Street,
Sacramento, CA 95814-2508
- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA
92401
- San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino,
CA 92410
- San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San
Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999
San Francisco State University, Government Publications Dept., J. Paul Leonard
Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St.,
Stockton, CA 95202
- San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA
93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis
Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second
Floor, Santa Barbara, CA 93101
- Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004
Santa Clara University, Government Documents Dept., Michel Orradre Library,
500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz,
CA 95060
- Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria,
CA 93454
- Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050
Wilshire Blvd., Los Angeles, CA 90010-1106

- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, CA 92110-2492
- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

EXHIBIT B, ATTACHMENT 3

STATE AGENCIES

A List of State Agencies will be sent on or before July 1, 2019 under separate cover.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. It is unlawful for a State Contractor to assist, promote, or deter union organizing by employees who are performing work on a service contract for the State or a State agency. This action is subject to fines in accordance with Government Code section 16645 et seq.
- E. The Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the public, and he/she will have under construction no greater amount of work that he/she can prosecute properly with due regard to the rights of the public. Any person the State may deem incompetent or disorderly will be promptly dismissed and not reinstated.
- F. The Contractor shall have the charge, care, and sole responsibility of the work and will bear the risk of injury or damage to any part thereof by the action of the elements or any other cause whether arising from execution or non-execution of the work.
- G. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

2. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

3. RIGHT TO TERMINATE

- A. The State reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.
- B. In the event in the opinion of CBSC the Contractor fails to meet the terms, conditions, or responsibilities of the contract, CBSC shall provide NFPA with written notice specifying the way in which NFPA has failed to meet such terms or conditions. NFPA shall have 10 business days to remedy such condition. In the event NFPA fails to remedy such condition in the 10 business days allotted, CBSC may terminate the contract. The contract termination shall be effective as of the date indicated on the State's termination notice to the Contractor.

4. RESOLUTION OF CONTRACT DISPUTES

- A. In the event of a dispute, Contractor will attempt resolution with the CSBC Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of General Services within ten (10) days of the failed resolution at the following address:

Department of General Services
Attn: CBSC Executive Director
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833

- B. CBSC Director or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the CBSC Director or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by the CBSC Director will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

5. POTENTIAL SUBCONTRACTORS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between CSBC and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CSBC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from CSBC's obligation to make payments to the Contractor. As a result, CSBC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

7. INSURANCE REQUIREMENT

A. General Provisions Applying to All Policies

- 1) **Coverage Term** – Coverage needs to be in force for the complete term of the agreement. If insurance expires during the term of the agreement, a new certificate must be received by the State at least ten (10) Days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the agreement.
- 2) **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event, subject to the provisions of this agreement
- 3) **Deductible** – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

- 5) **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 - 6) **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - 7) **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor and/or Permittee's obligations under the agreement.
 - 8) **Satisfying an SIR** – All insurance policies required by this agreement/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
 - 9) **Available Coverages/Limits** – All coverage and limits available to the contractor shall also be available and applicable to the State.
- B. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- C. **Certificate of Insurance** – The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

Attn: CSS – 11394
Department of General Services
Office of Business and Acquisition Services
707 Third Street, Suite 2-350, MS 508
West Sacramento, CA 95605