

**CONTRACT REQUEST FORM (CRF)**



A) New Agreement 140-14-001 (To be completed by CGL Office)

B) Division	Agreement Manager:	MS-	Phone
140 Office of the Chief Counsel	Michael Murza		916-651-9943

C) Contractor's Legal Name	Federal ID Number
Canadian Standards Association	-

D) Title of Project
CSA Standards Project

E) Term and Amount	Start Date	End Date	Amount
	/ /	/ /	\$ 0

**F) Business Meeting Information**

Operational agreement (see CAM Manual for list) to be approved by Executive Director

ARFVTP agreements under \$75K delegated to Executive Director.

Proposed Business Meeting Date	12 / 10 / 2014	<input type="checkbox"/> Consent	<input type="checkbox"/> Discussion
Business Meeting Presenter	Michael Murza	Time Needed:	5 minutes

Please select one list serve. Select

**Agenda Item Subject and Description**

Proposed resolution approving Agreement 140-14-001 with Canadian Standards Association, operating as CSA Group, for a \$0 license agreement to use specific portions of the Part 6 of Title 24 of the 2013 Building Energy Efficiency Standards and portions of the 2008 Nonresidential Compliance Manual as the basis for CSA Standards intended for resale and distribution to international standards development organizations. Contact: Michael Murza. (5 minutes)

**G) California Environmental Quality Act (CEQA) Compliance**

1. Is Agreement considered a "Project" under CEQA?  
 Yes (skip to question 2)       No (complete the following (PRC 21065 and 14 CCR 15378)):  
 Explain why Agreement is not considered a "Project":  
 Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because it is a license to use Commission intellectual property, which is the language used in our building standards and compliance manual.

2. If Agreement is considered a "Project" under CEQA:  
 a) Agreement **IS** exempt. (Attach draft NOE)  
 Statutory Exemption. List PRC and/or CCR section number: \_\_\_\_\_  
 Categorical Exemption. List CCR section number: \_\_\_\_\_  
 Common Sense Exemption. 14 CCR 15061 (b) (3)  
 Explain reason why Agreement is exempt under the above section: \_\_\_\_\_

b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)  
 Check all that apply  
 Initial Study       Environmental Impact Report  
 Negative Declaration       Statement of Overriding Considerations  
 Mitigated Negative Declaration

**H) List all subcontractors (major and minor) and equipment vendors:** (attach additional sheets as necessary)

Legal Company Name:	Budget	SB	MB	DVBE
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**I) List all key partners:** (attach additional sheets as necessary)

Legal Company Name:

\_\_\_\_\_

\_\_\_\_\_

**J) Budget Information**

Funding Source	Funding Year of Appropriation	Budget List No.	Amount
Funding Source			\$
R&D Program Area:	Select Program Area	TOTAL:	\$ 0
Explanation for "Other" selection			
Reimbursement Contract #:		Federal Agreement #:	

**K) Contractor's Administrator/ Officer****Contractor's Project Manager**

Name:		Name:	Namat Elkouche
Address:		Address:	865 avenue Ellingham
City, State, Zip:		City, State, Zip:	Pointe-Claire, QC H9R 5E8, Canada
Phone:	- -	Fax:	- -
E-Mail:		E-Mail:	namat.elkouche@csagroup.org

**L) Selection Process Used** (For amendments, address amendment exemption or NCB, do not identify solicitation type of original agreement.)

Solicitation Select Type Solicitation #: - - # of Bids: Low Bid?  No  Yes  
 Non Competitive Bid (Attach CEC 96)  
 Exempt Select Exemption (see instructions)

**M) Contractor Entity Type**

Private Company (including non-profits)  
 CA State Agency (including UC and CSU)  
 Government Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)

**N) Is Contractor a certified Small Business (SB), Micro Business (MB) or DVBE?**

No  Yes  
 If yes, check appropriate box:  SB  MB  DVBE

**O) Civil Service Considerations**

Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)  
 Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER)  
 The Services Contracted:  
 are not available within civil service  
 cannot be performed satisfactorily by civil service employees  
 are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.  
 The Services are of such an:  
 urgent  
 temporary, or  
 occasional nature  
 that the delay to implement under civil service would frustrate their very purpose.

**Justification:****P) Payment Method**

A. Reimbursement in arrears based on:  
 Itemized Monthly  Itemized Quarterly  Flat Rate  One-time  
 B. Advanced Payment  
 C. Other, explain: Zero dollar Contract

**Q) Retention**

1. Is Agreement subject to retention?  No  Yes  
 If Yes, Will retention be released prior to Agreement termination?  No  Yes



<b>R) Justification of Rates</b>

<b>s) Disabled Veteran Business Enterprise Program (DVBE)</b>
1. <input type="checkbox"/> Exempt (Interagency/Other Government Entity) 2. <input type="checkbox"/> Meets DVBE Requirements      DVBE Amount:\$ <u>0</u> DVBE %: _____ <input type="checkbox"/> Contractor is Certified DVBE <input type="checkbox"/> Contractor is Subcontracting with a DVBE: <u>Name of DVBE Company</u> 3. <input type="checkbox"/> Contractor selected through CMAS or MSA with no DVBE participation. 4. <input type="checkbox"/> Requesting DVBE Exemption (attach CEC 95)

<b>T) Miscellaneous Agreement Information</b>
1. Will there be Work Authorizations? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 2. Is the Contractor providing confidential information? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 3. Is the contractor going to purchase equipment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 4. Check frequency of progress reports <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other... _____ 5. Will a final report be required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes 6. Is the Agreement, with amendments, longer than a year? If yes, why? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes It is an open agreement subject to a termination clause.

<b>U) The following items should be attached to this CRF (as applicable)</b>
1. Exhibit A, Scope of Work <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 2. Exhibit B, Budget Detail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 3. CEC 96, NCB Request <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 4. CEC 30, Survey of Prior Work <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 5. CEC 95, DVBE Exemption Request <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 6. CEQA Documentation <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 7. Resumes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached 8. CEC 105, Questionnaire for Identifying Conflicts <input type="checkbox"/> Attached

Agreement Manager	Date	Office Manager	Date	Deputy Director	Date
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## LICENSE TO USE PROVISIONS FROM TITLE 24 PART 6

FOR GOOD CONSIDERATION, the Energy Resources Conservation and Development Commission (“Energy Commission”), finding significant public benefit through international standards harmonization, hereby grants the Canadian Standards Association, operating as CSA Group (“CSA”), without any fee due in return on a non-exclusive, non-revocable (subject to Termination section, below), non-assignable and with a limited right to sublicense basis a license to modify, print, copy, publish, sell, translate and use for world distribution in all forms (e.g. printed or an electronic form) and in all media (whether now known or hereinafter developed) specified provisions of California Code of Regulations (*2013 Building Energy Efficiency Standards for Residential and Nonresidential Buildings*), Title 24, Part 6 (“Energy Code”) and figures from the 2008 Nonresidential Compliance Manual (“Compliance Manual”) (“Energy Code” and “Compliance Manual” are collectively referred to as “Licensed Material”) to be included in CSA Standards materials or derivative works (“Standards”):

### **Text of California Code of Regulations (2013 Building Energy Efficiency Standards for Residential and Nonresidential Buildings), tit. 24, Part 6, section 140.8:**

#### **Section 140.8: Requirements for Signs**

This section applies to all internally illuminated and externally illuminated signs, unfiltered light emitting diodes (LEDs), and unfiltered neon, both indoor and outdoor. Each sign shall comply with either Subsection (a) or (b), as applicable.

#### **(a) Maximum Allowed Lighting Power.**

1. For internally illuminated signs, the maximum allowed lighting power shall not exceed the product of the illuminated sign area and 12 watts per square foot. For double-faced signs, only the area of a single face shall be used to determine the allowed lighting power.
2. For externally illuminated signs, the maximum allowed lighting power shall not exceed the product of the illuminated sign area and 2.3 watts per square foot. Only areas of an externally lighted sign that are illuminated without obstruction or interference, by one or more luminaires, shall be used.
3. Lighting for unfiltered light emitting diodes (LEDs) and unfiltered neon shall comply with Section 140.8(b).

**(b) Alternate Lighting Sources.** The sign shall comply if it is equipped only with one or more of the following light sources:

1. High pressure sodium lamps; or
2. Metal halide lamps that are:

- A. Pulse start or ceramic served by a ballast that has a minimum efficiency of 88 percent or greater; or
- B. Pulse start that are 320 watts or smaller, are not 250 watt or 175 watt lamps, and are served by a ballast that has a minimum efficiency of 80 percent.

Ballast efficiency is the measured output wattage to the lamp divided by the measured operating input wattage when tested according to ANSI C82.6-2005.

- 3. Neon or cold cathode lamps with transformer or power supply efficiency greater than or equal to following:
  - A. A minimum efficiency of 75 percent when the transformer or power supply rated output current is less than 50 mA; or
  - B. A minimum efficiency of 68 percent when the transformer or power supply rated output current is 50 mA or greater.

The ratio of the output wattage to the input wattage is at 100 percent tubing load.

- 4. Fluorescent lighting systems meeting one of the following requirements:
  - A. Use only lamps with a minimum color rendering index (CRI) of 80; or
  - B. Use only electronic ballasts with a fundamental output frequency not less than 20 kHz.
- 5. Light emitting diodes (LEDs) with a power supply having an efficiency of 80 percent or greater; or

**EXCEPTION to Section 140.8(b)5:** Single voltage external power supplies that are designed to convert 120 volt AC input into lower voltage DC or AC output, and have a nameplate output power less than or equal to 250 watts, shall comply with the applicable requirements of the Appliance Efficiency Regulations (Title 20).

- 6. Compact fluorescent lamps that do not contain a medium screw base sockets (E24/E26).

**EXCEPTION 1 to Section 140.8:** Unfiltered incandescent lamps that are not part of an electronic message center (EMC), an internally illuminated sign, or an externally illuminated sign.

**EXCEPTION 2 to Section 140.8:** Exit signs. Exit signs shall meet the requirements of the Appliance Efficiency Regulations.

**EXCEPTION 3 to Section 140.8:** Traffic Signs. Traffic signs shall meet the requirements of the Appliance Efficiency Regulations.

**Text of California Code of Regulations (2013 Building Energy Efficiency Standards for Residential and Nonresidential Buildings), tit. 24, Part 6, section 130.3:**

**SECTION 130.3 – SIGN LIGHTING CONTROLS**

(a) **Controls for Sign Lighting.** All sign lighting shall meet the requirements below as applicable:

1. **Indoor Signs.** All indoor sign lighting shall be controlled with an automatic time-switch control or astronomical time-switch control.

2. **Outdoor Signs.** Outdoor sign lighting shall meet the following requirements as applicable:

A. All outdoor sign lighting shall be controlled with a photocontrol in addition to an automatic time-switch control, or an astronomical time-switch control.

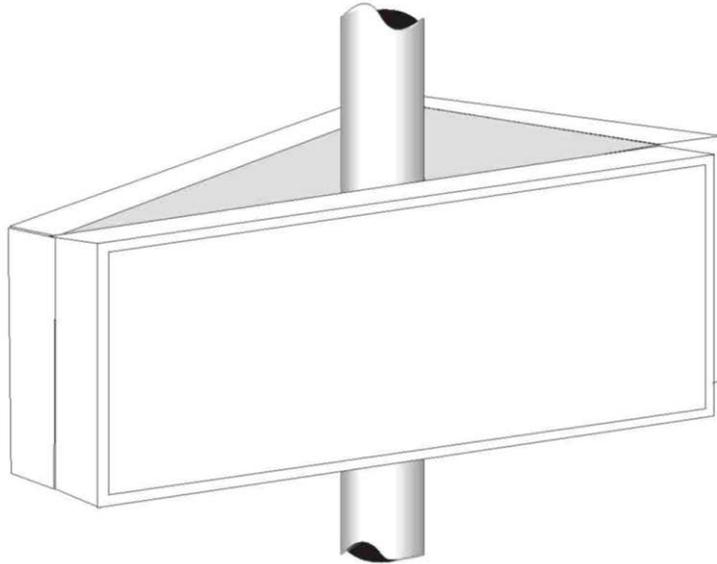
**EXCEPTION to Section 130.3(a)2A:** Outdoor signs in tunnels, and signs in large permanently covered outdoor areas that are intended to be continuously lit, 24 hours per day and 365 days per year.

B. All outdoor sign lighting that is ON both day and night shall be controlled with a dimmer that provides the ability to automatically reduce sign lighting power by a minimum of 65 percent during nighttime hours. Signs that are illuminated at night and for more than 1 hour during daylight hours shall be considered ON both day and night.

**EXCEPTION to Section 130.3(a)2B:** Outdoor signs in tunnels and large covered areas that are intended to be illuminated both day and night.

**2008 Nonresidential Compliance Manual Sign Lighting Energy Requirement Figures:**

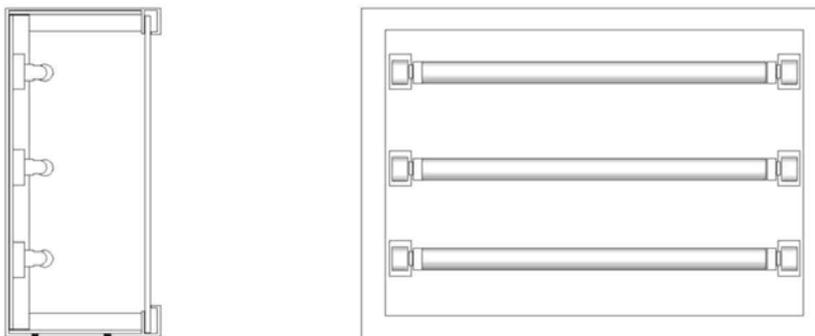
**2008 Non-Residential Compliance Manual Figure 7-1: Multi-faced sign**



*Figure-1 – Multi-faced sign*

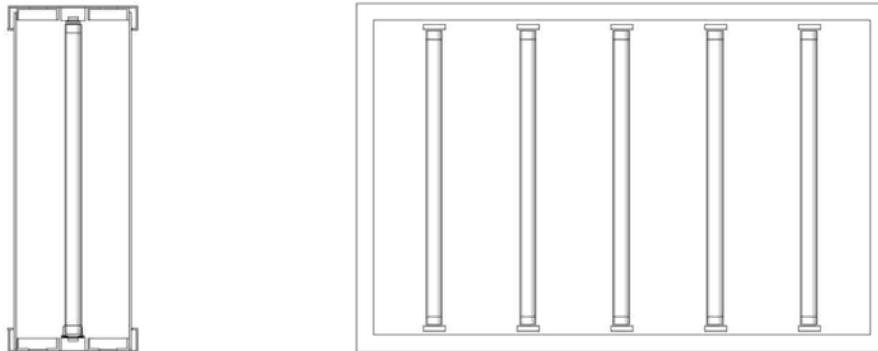
*Include Area from Each Face When Separated by Opaque Divider*

**2008 Non-Residential Compliance Manual Figure 7-2: Single-faced Internally Illuminated Cabinet Sign with Fluorescent Lamp and Translucent Face**



*Figure-2 – Single-faced Internally Illuminated Cabinet Sign with Fluorescent Lamp and Translucent Face*

**2008 Non-Residential Compliance Manual Figure 7-3: Double-faced Internally Illuminated Cabinet Sign with Fluorescent Lamp and Translucent Faces**



*Figure-3 – Double-faced Internally Illuminated Cabinet Sign with Fluorescent Lamp and Translucent Faces*

**Credit**

A credit line to acknowledge use of the Licensed Material is required. The credit line shall read as follows:

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Karim Nazarali  
Director  
Energy, Electric Generation and Distribution  
CSA Group

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Name  
Title  
California Energy Commission

STATE OF CALIFORNIA

STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: CANADIAN STANDARDS ASSOCIATION

**RESOLVED**, that the State Energy Resources Conservation and Development Commission (Energy Commission) adopts the staff CEQA findings contained in the Agreement Request Form; and

**RESOLVED**, that the Energy Commission approves Agreement 140-14-001 from with **Canadian Standards Association**, operating as CSA Group, for a \$0 license agreement to use specific portions of Part 6 of Title 24 of the 2013 Building Energy Efficiency Standards and portions of the 2008 Nonresidential Compliance Manual as the basis for CSA Standards intended for resale and distribution to international standards development organizations; and

**FURTHER BE IT RESOLVED**, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

**CERTIFICATION**

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on December 10, 2014.

AYE: [List of Commissioners]

NAY: [List of Commissioners]

ABSENT: [List of Commissioners]

ABSTAIN: [List of Commissioners]

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Harriet Kallemeyn,  
Secretariat