

CALIFORNIA ELECTRICAL CODE AGREEMENT
BETWEEN THE
CALIFORNIA BUILDING STANDARDS COMMISSION
AND
THE NATIONAL FIRE PROTECTION ASSOCIATION, INC. (NFPA)

This Agreement is made as of this _____ day of _____ 2004, by and between the National Fire Protection Association, Inc. (hereinafter referred to as "NFPA") and the California Building Standards Commission (hereinafter referred to as "CBSC"), each of which is also referred to individually as "Party" and both of which are also referred to collectively as "Parties".

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70 National Electrical Code 2002 Edition, as well as the trademark in the title National Electrical Code and the acronym NEC (hereinafter referred to as "2002 NEC") and,*
- B. **WHEREAS**, CBSC periodically adopts, approves and codifies electrical code standards and amendments, which may be based on an existing model electrical code, and publishes them as the California Electrical Code (hereinafter referred to as the "CEC"), California Code of Regulations, Title 24, Part 3 and,*
- C. **WHEREAS**, CBSC desires to publish a 2004 edition of the CEC (hereinafter referred to as the "2004 CEC") on or before December 31, 2004, containing portions of the 2002 NEC that have been approved and codified by CBSC, including those portions of the 2002 NEC that have been modified by CBSC, as well containing California amendments thereto; and*
- D. **WHEREAS**, NFPA and CBSC desire to facilitate the publication of the 2004 CEC on or before December 31, 2004, in a pre-assembled format that integrates portions of the 2002 NEC that have been approved and codified by CBSC, including those portions of the 2002 NEC that have been modified by CBSC, as well as the California amendments thereto; and*
- E. **WHEREAS**, NFPA and the CBSC desire to make available necessary annual amendments from time to time to the 2004 CEC, to be codified in the CEC (hereinafter referred to as the "2004 CEC Supplements"), as well as supplements to the 2004 CEC in response to emergency regulations and all related errata,*

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the Parties agree as follows:

- 1. Grant of License for CEC.** *NFPA hereby grants CBSC a non-exclusive, non-transferable license to use and copy all or any portion of the 2002 NEC, NFPA supplements and revisions to the 2002 NEC (hereinafter referred to as "Licensed Property"), in whole or in part, solely to create and publish the 2004 CEC, as well as the 2004 CEC Supplements, supplements to the 2004 CEC in response to emergency regulations, and all related errata sheets (hereinafter referred to collectively as the "Code"), including the right to:*

- 1.1 *Publish, print, reprint and distribute all or any part of the Licensed Property, as parts of the Code in accordance with the provisions of Paragraph 1.4 hereof as set forth below.*
- 1.2 *Make such changes to the Licensed Property as CBSC determines are required for the Code.*
- 1.3 *Affix copyright notices to the Code in the manner described in Paragraph 10 hereof below.*
- 1.4 *NFPA further grants to CBSC a non-exclusive, non-transferable copyright license to copy, print, publish, distribute and sell all or any portion of the Licensed Property that may be adopted and codified by CBSC, including those portions that may be modified by CBSC, and California amendments thereto, as part of the Code, upon the following terms and conditions: In the event that NFPA breaches its obligations provided in Paragraphs 2, 3, 4 or 5, or terminates this Agreement pursuant to Paragraph 10.1, or otherwise discontinues to publish or fails to make available for sale the Code, then CBSC may print and publish, or authorize the printing of and publication of the Code for its own use and for sale to the public until publishing thereof is recommenced by NFPA or until one hundred and eighty (180) days 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, said Code, for any reason, becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, then the CBSC may without being in violation of the non-transferable license provisions hereof, 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 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.*
- 1.5 *NFPA further grants to CBSC a license to post all errata and supplements, which may contain material copyrighted by NFPA, on CBSC's website when they are published.*
- 1.6 *NFPA further grants to the CBSC a license to post all errata and supplements which may contain material copyrighted by NFPA on the CBSC website when they are published.*
- 1.7 *CBSC herein grants to NFPA an exclusive, worldwide license to copy, print, publish, distribute and sell the 2004 CEC in accordance with the terms of this Agreement.*

2. Technical Services. *Immediately after the execution of this Agreement, NFPA shall commence the following editorial, type-setting and printing services related to the development and publication of the Code in accordance with the schedule set forth in Attachment A, Paragraphs A.2, A.3, and A.4.*

- 2.1 *Except as permitted in Attachment A hereto, NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable more fully set forth in Attachment A hereto, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public through resellers,*

copies of the Code in a loose-leaf format wherein all portions of the 2002 NEC that have been approved and codified by the CBSC, including those portions of the 2002 NEC that have been modified by the CBSC, as well as California amendments thereto, which are fully merged and integrated into a contiguous and pre-assembled document.

2.2 NFPA shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the Code, and three (3) copies of all 2004 CEC Supplements, supplements to the 2004 CEC in response to emergency regulations, and all related errata sheets, in an electronic version in Microsoft Word® IBM® environment format that allows editing of text solely for code development purposes.

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

3.1 NFPA shall make the Code described in Paragraph 2.1 hereof available to the State of California, local governmental agencies, and the general public at a price established by NFPA that will entitle the purchaser to receive all 2004 CEC Supplements, supplements to the 2004 CEC in response to emergency regulations, and all related errata sheets from NFPA at no additional charge in accordance with the provisions of Paragraph 5.

3.2 Any bookstore or other vendor may purchase the Code from NFPA for resale and may resell the same at any price which will entitle the purchaser to receive all 2004 CEC Supplements, supplements to the 2004 CEC in response to emergency regulations, and all related errata sheets from NFPA at no additional charge in accordance with the provisions of Paragraph 5 hereof.

3.3 NFPA shall deliver twenty-two (22) complementary copies of the Code to CBSC and then deliver one complementary copy for each new Commissioner appointed after July 1, 2004 in addition to the delivery of the original 22 copies until one hundred and eighty (180) days after the publication of the next edition of Code.

3.4 NFPA shall deliver to CBSC 10 additional copies of all errata and supplements in addition to that specified in Paragraph 3.3 above.

3.5 NFPA shall deliver to CBSC an Adobe Acrobat .pdf file of all errata and supplements immediately following the publication of same for the purpose of posting them on the CBSC web site.

4. State Code Distribution. *The Library Distribution Act (LDA) establishes a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California (Government Code Section 14900-14911). During the term of this Agreement, NFPA shall deliver complementary copies of the 2004 CEC, and automatically, regardless of subscription requests, any 2004 CEC Supplements, supplements to the 2004 CEC in response to emergency regulations, and all related errata sheets directly to Depository Libraries listed in Attachment B hereto in the quantities set forth therein, one (1) copy each to the Selective Depository Libraries listed in Attachment C hereto, and two (2) copies each to the State agencies listed in Attachment D hereto. NFPA shall provide replacement copies upon written request in the case of apparent delivery failure.*

5. Subscription Service. *In order to ensure that the 2004 CEC purchased from NFPA or any bookstore or other vendor is accurate and up-to-date, beginning from the time of initial publication, NFPA shall make available to all purchasers of the 2004 CEC, all 2004 CEC Supplements, supplements to the 2004 CEC in response to emergency regulations, and all related errata sheets at no additional cost. NFPA shall provide all purchasers with a subscription registration card which, when returned, will automatically entitle the purchaser to receive such updates to the 2004 CEC. Subscription to this service shall result in the subscriber being provided with an entire up-to-date Code. Those entities listed in Attachments B, C, and D hereto receiving complementary copies of the Code pursuant to the LDA (Paragraph 4 hereof) and Paragraph 3.3 hereof will automatically receive the subscription service in the quantity of the Codes sent, free of charge, whether or not requested in accordance with the provisions of this Paragraph 5.*

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

7. Reservations.

7.1 *NFPA reserves all rights in the Licensed Property which have not been expressly granted to CBSC hereunder. Except as expressly provided in Paragraph 1 hereof, CBSC shall not permit any third party to reproduce, sell and/or distribute the Code, and CBSC shall not itself reproduce, sell, and/or distribute the Code.*

7.2 *Any action which may be brought to obtain damages or to enjoin any third party from infringement of any copyright or proprietary right of NFPA with respect to the Licensed Property 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.*

8. Representations or Warranties of NFPA. *NFPA represents and warrants that it has the necessary rights to enter into this Agreement and to grant the rights granted to CBSC hereunder. NFPA further warrants that it is the sole owner of the copyright rights in the 2002 NEC and shall provide CBSC with evidence of said ownership. NFPA makes no representation, warranty or assurance to CBSC with respect to the income, profits, cash flow, or expenses which may result from use of the Licensed Property.*

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

10. Term and Termination.

10.1 *This Agreement shall be effective on the date of execution as first above written and shall continue thereafter, until one hundred and eighty (180) days after publication of the next edition of the CEC, which ever comes first. The term of this Agreement may be extended by amendment to this Agreement. The Agreement may be terminated at any time in the event of default by one Party by the non-defaulting Party giving written notice of default to the defaulting Party, and the failure of the defaulting Party to cure*

the default within thirty (30) days of receipt of the written notice of default. In addition, this Agreement may be terminated without cause at any time after one hundred and eighty (180) days after publication of the 2004 CEC by either party giving written notice thereof to the other party.

10.2 Upon termination of this Agreement, all rights granted to CBSC and NFPA pursuant to this Agreement as to the Code shall terminate and the Parties shall discontinue further printing, publication sales and distribution of the Code, except NFPA shall be entitled to sell its then existing inventory of the Code. Provided, however, the foregoing provisions of this Paragraph 10.2 shall not apply to a termination by written notice from NFPA pursuant to the last sentence of Paragraph 10.1 in which event, following such termination, CBSC's rights to print, publish, sell and distribute the Code will be governed by the provisions of Paragraph 1.4 hereof.

10.3 Following the termination of this Agreement, CBSC shall retain its copyright interest in those portions of the Code which were authored by CBSC and NFPA shall retain its copyright interests in the Licensed Property.

11. Copyright Notices and Registrations.

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

11.2 With respect to all reproductions and/or publications of the Code by NFPA after the effective date of this Agreement, NFPA shall include copyright notices in the forms of those described in Attachment F hereto so as to reflect CBSC's ownership of the amendments it develops and to protect CBSC's interests therein.

12. Acknowledgments. *The title page, and the binder cover, of all publications of the Code shall bear the trademark of NFPA in the form attached hereto as Attachment E.*

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

*NFPA: National Fire Protection Association, Inc.
1 Batterymarch Park
P.O. Box 9101
Quincy, MA 02269-9101
Attention: George D. Miller, President, CEO
Fax No.: (617) 984-0200*

*CBSC: California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, California 95833
Attention: Stan Nishimura, Executive Director*

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

14. Relationship of Parties. *The relationship of NFPA to CBSC hereunder shall be that of an independent contractor and CBSC shall have no right to supervise NFPA, its officers, or employees in their performance hereunder. CBSC shall look to NFPA for performance in conformity with the scope of this Agreement. However, NFPA shall coordinate with CBSC's Executive Director as to the services to be rendered hereunder and shall furnish the drafts of the Code in a format suitable to the needs of CBSC, as reasonably determined by its Executive Director.*

15. Assignment. *Neither Party may assign any right granted or obligation assumed hereunder except as may be provided in Paragraph 1 hereof without the prior written consent of the other Party. Any such attempted transfer without prior written consent shall be null, void and of no force or effect and shall constitute a breach of this Agreement.*

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

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

18. Indemnity.

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

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

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

18.4 *NFPA is not responsible for any claims, losses, injuries, or damages arising from or related to the State amended provisions of the 2004 CEC, 2004 CEC Supplements or supplements to the 2004 CEC in response to emergency regulations which consists of language not adopted by NFPA.*

19. Waivers and Certain Claims.

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

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

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

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

22. Entire Agreement. *This Agreement constitutes, and is intended to constitute, the complete and entire agreement between the Parties with respect to the subject matter hereof and expressly supersedes any and all prior oral or written negotiations or agreements between the Parties hereto with respect to the subject matter hereof. In the event that a conflict exists between the terms of this Agreement and the terms of any other agreement between the Parties, the terms of this Agreement shall govern and control. All prior agreements between the Parties or among the Parties and any third party or parties relating to the CEC, as well as the preparation of derivative works based upon the use of all or any part of the 2002 NEC for purposes of publishing, reproducing, printing, selling and distributing the 2004 CEC are expressly terminated.*

23. Attorneys' Fees. *If any dispute arises out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which that Party may be entitled. This provision shall be applicable to the entire Agreement, and shall include attorneys' fees, costs and expenses incurred in enforcing and collecting an arbitration award or judgment.*

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

25. Continuing Obligations. *Any rights and obligations under this Agreement that by their nature extend beyond the term of this Agreement, including but not limited to the obligation to maintain confidentiality of proprietary information, shall survive any expiration or termination of this Agreement. Nothing contained in this Agreement, however, shall (i) prevent CBSC from approving, codifying, adopting, publishing, marketing, selling, or distributing any code(s) other than NFPA copyrighted codes and/or the Code to supersede or replace the 2004 CEC, (ii) apply to any code(s) other than NFPA copyrighted codes and/or the Code, approved and codified by CBSC to supersede or replace the 2004 CEC, or (iii) require that CBSC obtain NFPA's approval to approve, codify, adopt, publish, market, sell, or distribute any code(s) other than NFPA copyrighted codes and/or the Code, to supersede or replace the 2004 CEC, provided that nothing in this paragraph shall constitute a waiver of NFPA's rights of copyright in the NEC, all of which are expressly reserved. It is provided, further, that CBSC may use any of the NFPA copyrighted codes and/or the Code for the purposes set forth in Paragraph 25 pursuant to future contracts or agreements between the Parties hereto. Nothing contained in this paragraph shall constitute a waiver of rights by either Party.*

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

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

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

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

- 30. Construction.** *In the case of uncertainty regarding the language in any part of this Agreement, the language shall be construed in accordance with its fair meaning rather than being interpreted against the Party who caused the uncertainty to exist.*
- 31. Third Party Beneficiaries.** *Excepting as provided in Paragraph 1.4, no person or legal entity not a party to this Agreement is intended to benefit by any of its provisions.*
- 32. Judgments and Determinations.** *When the terms of this Agreement provide that an action may or must be taken or that the existence of a condition may be established based on a judgment or determination of a Party, such judgment shall be exercised or such determination shall be made in good faith, in a timely manner, and shall not be arbitrary or capricious.*
- 33. Attachments.** *Attachments A through I, attached hereto, are, by this reference, made a part of this Agreement as if herein written.*
- 34. Amendments.** *The within Agreement may be amended in writing only and such an Amendment must be fully executed by both Parties hereto before they become effective. Verbal agreements are herein declared to be not valid and not enforceable.*
- 35. Agreement Approvals.** *This Agreement is exempt from advertising or competitive bidding (refer to Management Memo 03-10, Attachment D, item 13). The Department of General services has based on a determination made by the Department of General Services that competitive bidding is not feasible. In addition, per Paragraph 6 no fees, royalties or other payments of any nature shall be required to be paid by CBSC to NFPA with respect to this Agreement or the license granted hereunder.*
- 36. Signatures.** *The Parties, having carefully read this Agreement and having consulted or have been given an opportunity to consult counsel of their choice, have indicated their agreement to all of the above terms by executing this Agreement on the date first written above. Each signatory hereto represents that it is authorized to sign this Agreement on behalf of the Party for whom it purports to sign.*

NATIONAL FIRE PROTECTION ASSOCIATION

By: _____
George D. Miller, President, CEO

CALIFORNIA BUILDING STANDARDS COMMISSION

By: _____
Fred Aguiar, Chair

ATTACHMENT A

» General Terms «

- A.1 *NFPA 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 December 31, 2004, copies of the 2004 CEC in a loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by the CBSC, including those portions of the Licensed Property that have been modified by the CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre-assembled form and not provided as separate sheets. Any portions of the Licensed Property, which the State of California or any of its agencies have not specifically adopted shall not be printed in the CEC, or if printed, shall be fully disclosed as not adopted by appropriate printed notation.*
- A.2 *CBSC shall submit to NFPA its modifications to the 2002 NEC by August 2, 2004. By August 23, 2004, NFPA shall furnish to CBSC a copy of the initial draft of the 2004 CEC for review by CBSC.*
- A.3 *By September 21, 2004, CBSC shall submit its revisions to the initial draft to NFPA. By October 1, 2004, NFPA shall make any further modifications and submit to CBSC a second draft.*
- A.4 *By October 25, 2004, CBSC shall submit its final revisions to the second draft to NFPA. NFPA shall make any further modifications and submit to CBSC a final draft for its approval by November 8, 2004.*
- A.5 *NFPA shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2004 CEC. If CBSC promptly delivers to NFPA the submissions from CBSC as set forth in paragraphs A.2 through A.4 above, NFPA shall ensure that the 2004 CEC is available for sale within thirty (30) days of receipt from the CBSC of fully proofed and approved final text in either electronic format or camera ready copy.*
- A.6 **TIME IS OF THE ESSENCE**
- *Because the Code may have significant effects on the safety of State's built environment and its citizens, time is of the essence in performing the herein duties.*
 - *The December 31, 2004 date to publish the Code is of critical importance. Publication is defined as the documents being printed and available for delivery.*
 - *CBSC and the NFPA shall commit staff and resources to expedite their diligent work and cooperate toward the within publication schedules and goals.*

- *Due to the variations of their size and complexity, it is impossible to herein establish schedules for publication of any supplements or errata. Therefore, when CBSC submits any supplements or errata to NFPA, a publication schedule of milestone dates, including a publication date, shall be included. That publication schedule, due to possible coordination with other contractors, is of critical importance. NFPA shall notify CBSC within 15 calendar days following receipt of the publication schedule if they, for valid reason(s) given, cannot meet the schedule and include a proposed schedule, which they can meet. CBSC must concur in the acceptance of any new schedule. Without such notification, or concurrence with a new publication schedule, CBSC shall expect NFPA to abide by the schedule submitted.*
- *NFPA or CBSC shall not be held liable or responsible for any times or dates set out in this agreement, if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God, for which NFPA or CBSC is not otherwise responsible.*
- *All drafts/proofs shall be transmitted to and from CBSC by overnight service and NFPA shall give CBSC their UPS or Fed-X account number, so the publisher pays for all shipping.*
- *NFPA shall provide a "link address" to their website for availability of the codes, which CBSC can use on its website so CBSC will not have to maintain the listing of resellers.*

A.7 FORMATTING, layout and other requirements not contained herein for publication of the Code will be set forth and/or confirmed in subsequent correspondence between the Parties. Said formatting, layout and other requirements include, but are not limited to, the following:

A.7.1 Code

- *A "pre-assembled code" numbered consecutively, printed on 20 lb., (common paper or equivalent as approved by CBSC), 84 or higher brightness, 8-1/2" by 11" white pre-drilled paper in a seven-hole, loose-leaf format configuration – the same configuration as that used for the the 2001CEC.*
- *The black font shall be 9 pt., Times Roman with section numbers and headings in bold face.*
- *Each volume shall be equipped with front and back heavy duty page lifters and when containing more than one part of Title 24, they shall be separated by a heavy-weight reinforced tab divider.*

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- *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.*
- *NFPA will integrate existing 2002 NEC language with California amendments to be reviewed and approved by CBSC. The first review and schedule will be agreed upon by the parties.*
- *NFPA and CBSC will work out a schedule for completion of the manuscript to ensure publication and its availability on or before December 31, 2004.*
- *The index will remain as it appears in the 2002 NEC*
- *The front of each volume shall contain the pages as per Attachments E, F, G, H and I.*
- *California language will be in italics.*
- *"CA" margin tape, denoting California amendments, as well as an "L" margin tape denoting local enforcement will be placed in the outside margin. CBSC will provide information where to denote local enforcement.*
- *All chapters will begin on a right-hand page.*
- *Running heads will read "2004 California Electrical Code."*
- *State-agency acronyms will be used throughout the code.*
- *CBSC will supply binder specifications and the vendor's name supplying binders for the balance of the code set.*
- *The Matrix Adoption Table will be in the front of the code.*
- *NFPA shall supply a postage-paid return card for each purchaser to apply for complementary automatic receipt of all supplements and errata sheets. NFPA will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.*
- *A card may be placed in the code advertising other NFPA publications.*

A.7.2 Supplements

- *Supplements to the Code shall be printed on 20 lb. (or equivalent as approved by CBSC) light blue paper.*
- *Each supplement and each errata shall be individually shrink wrapped.*

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- *Supplements shall be printed to insert by page substitution, and shall contain a publication and effective date on the bottom of each page.*
- *Regular supplements shall be published once a year.*
- *Emergency supplements shall be published on an "as needed basis."*
- *Errata sheets shall be printed to insert by page substitution on 20 lb. (or equivalent as approved by CBSC) buff colored paper and shall be published on an "as needed basis."*
- *The page numbers of the supplements and/or errata where new, additional pages are inserted shall be the number of the last originally published page followed by .1, .2, .3, etc.*

A.8 DISTRIBUTION

- *NFPA shall establish a distribution method in consultation with CBSC.*
- *NFPA shall distribute approximately 190 complementary copies of the Code as per the Agreement, Attachments B, C and D, as per Paragraphs 4.4 and 5 of the Agreement.*
- *Attachments B, C, and D will be verified and updated by CBSC and mailed to NFPA by October 22, 2004.*
- *To insure the complete document is delivered each copy of the Code shall be shrink wrapped. The subscription cards shall be wrapped inside the shrink wrapped Code.*
- *NFPA may wholesale the Code to other resellers in California.*
- *Within 30 days after the end of each calendar quarter, NFPA will provide the CBSC with a report of the number of copies of the Code sold and the number shipped wholesale during that quarter, and the number of subscription postcards returned to NFPA for that quarter and cumulative totals for the term of this within Agreement.*

ATTACHMENT B

» Complete 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 Archives to receive two copies**
- * *California State Library, Government Publications Section, P.O. Box 942837, Sacramento, CA 94237-0001 (IMS: 914 Capitol Mall, E-29)* **California State Library to receive three copies**
California State University, Chico, Merriam Library, Government Publications Department, Chico, CA 95929-0295
Council of State Governments, P.O. Box 11910, Lexington, KY 40578-1910 **Council of State Governments to receive one copy**
Fresno County Free Library, Government Publications, 2420 Mariposa Street, Fresno, CA 93721-2285
- * *Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172* **Library of Congress to receive two copies.**
Los Angeles Public Library, Serials Division, 630 W. Fifth Street, Los Angeles, CA 90071-2002
San Diego Public Library, Science and Industry Department, 820 E Street, San Diego, CA 92101-6478
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 Street, San Francisco, CA 94102
Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305-6004
University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, 94720-6000
University of California, Davis, Shields Library, Government Information and Maps Department, Davis, 95616-5224
University of California, Los Angeles, Reference & Instructional Services Department, Young Research Library A4510, P.O. Box 951575, Los Angeles, CA 90095-1575

» Complete Depository Libraries «

*University of California, San Diego, Government Documents Unit, 9500 Gillman Drive
0175P, La Jolla, CA 92093-0175
University of California, Santa Barbara, Library, Serials Receiving, Santa Barbara, CA
93106-9010*

ATTACHMENT C

▶ Selective Depository Libraries ◀

Selective depositories receive one copy of each printed publication distributed by the Office of State Printing. They also receive publications distributed directly by issuing agencies. A special subset of the Selective Depository Libraries are the Law Libraries. They receive one copy of each printed publication from OSP and a single copy from issuing agencies. Law library depositories differ in having special document retention requirements pursuant to section 14909 of the California Government Code. Law Libraries are indicated in this list by the term "Law" before their entry.

- Law** A.K. Smiley Public Library, 125 West Vine Street, Redlands, CA 92373
- Law** Bernard E. Witkin Alameda County Law Library, 125 - 12 Street, Oakland, CA 94607-4912
- Alameda Free Library, Reference Department, 2200 A Central Avenue, Alameda, CA 94501
- Alhambra Public Library, 410 West Main Street, Alhambra, CA 91801-3432
- Anaheim Public Library, Documents Section, 500 West Broadway, Anaheim, CA 92805
- Auburn-Placer County Library, 350 Nevada Street, Auburn, CA 95603
- Berkeley Public Library, 2090 Kittredge Street, Berkeley, CA 94704
- Butte County Library, 1820 Mitchell Avenue, Oroville, CA 95966-5387
- California Institute of Technology, Documents Library (1-32), Pasadena, CA 91125
- California Polytechnic State University, Robert Kennedy Library, Government Documents Section, San Luis Obispo, CA 93407
- California State Polytechnic University, Pomona, Library-Serials Unit, 3801 W. Temple Avenue, Pomona, CA 91768
- 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 Street., Carson, CA 90747
- California State University, Fresno, Henry Madden Library, Government Documents Department, 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, Hayward, Library-Acquisition/Documents Department, Hayward, CA 94542
- California State University, Los Angeles, John F. Kennedy Memorial Library, Government Information Services, 5151 State University Drive, Los Angeles, CA 90032-8300
- California State University, Northridge, Oviatt Library, 18111 Nordhoff Street, Northridge, CA 91330-8327
- California State University, Sacramento, Library-Documents, 2000 State University Drive, Sacramento, CA 95819-6039
- California State University, San Bernardino, Library, 5500 University Parkway, San Bernardino, CA 92407
- California State University San Marcos, Library Services, State Documents, 333 S. Twin Oaks Valley Road, San Marcos, CA 92096-0001

▶ Selective Depository Libraries ◀

- California State University, Stanislaus, Library, Document Department, 801 West Monte Vista Avenue, Turlock, CA 95382*
- California State University, Board of Trustees, Office of Governmental Affairs, 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 Street, San Diego, CA 92101-3090*
Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910
- Law** *Continuing Education of the Bar, Library, 2300 Shattuck Avenue, Berkeley, CA 94704-1576*
- Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497*
- Corona Public Library, 650 S. Main Street, Corona, CA 91720-3417*
- Law** *Court of Appeal Library, Second Appellate District, 300 S. Spring Street, Los Angeles, CA 90013*
- El Centro Public Library, 539 State Street, El Centro, CA 92243*
- El Dorado County Library, 345 Fair Lane, Placerville, CA 95667*
- Escondido Public Library, 239 South Kalmia, Escondido, CA 92025*
- Humboldt County Library, 1313 Third Street, Eureka, CA 95501-0533*
- Fremont Main Library, 2400 Stevenson Boulevard, Fremont, CA 94538-2326*
- Fullerton Public Library, 353 West Commonwealth Avenue, Fullerton, CA 92632*
- Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840*
- Glendale Public Library, 222 East Harvard Street, Glendale, CA 91205-1075*
- Law** *Golden Gate University Law Library, 536 Mission Street, San Francisco, CA 94105*
- Law** *Hastings College of the Law Library, 200 McAllister Street, San Francisco, CA 94102*
- Hayward Public Library, 835 C Street, Hayward, CA 94541*
- Honnold/Mudd Library, Government Publications Department, Claremont Colleges, 800 N. Dartmouth Avenue, Claremont, CA 91711-3907*
- Humboldt State University, Library-Documents Department, Arcata, CA 95521*
- Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771*
- John F. Kennedy Library, Solano County Library System, Depository Program, 505 Santa Clara Street, Vallejo, CA 94590*
- Law** *Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301*
- Kern County Library, 701 Truxtun Avenue, Bakersfield, CA 93301-4517*
- Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097*
- Law** *Los Angeles County Law Library, 301 W. First Street., Los Angeles, CA 90012-3100*
- County of Los Angeles Public Library, Angelo M. Iacoboni Library, 4990 Clark Avenue, Lakewood, CA 90712*
- County of Los Angeles Public Library, Carson Regional Library, 151 East Carson Street, Carson, CA 90745-2703*
- County of Los Angeles Public Library, Culver City Library, 4975 Overland Avenue, Culver City, CA 90230*
- Los Angeles County Public Library, Lancaster Library, 601 W. Lancaster Boulevard, Lancaster, CA 93534*

▶ Selective Depository Libraries ◀

- County of Los Angeles Public Library, Montebello Library, 1550 West Beverly Boulevard, Montebello, CA 90640*
- County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650*

- County of Los Angeles Public Library, Rosemead Library, 8800 Valley Boulevard, Rosemead, CA 91770*
- County of Los Angeles Public Library, Valencia Library, 23743 West Valencia Boulevard, Valencia, CA 91355*
- Los Angeles County Public Library, West Covina Library, 1601 West Covina Parkway, West Covina, CA 91790*
- Law** *Loyola Law School, William M. Raines Library, Special Collections, 1440 W. Ninth Street, Los Angeles, CA 90015*
- Law** *McGeorge School of Law, Library, Documents Department, 3282 Fifth Avenue, Sacramento, CA 95817*
- Mills College Library, 5000 MacArthur Boulevard, Oakland, CA 94613-1301*
- Monterey County Library, 26 Central Avenue, Salinas, CA 93901*
- Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340*
- Oakland Public Library, 125 Fourteenth Street, Oakland, CA 94612*
- Oceanside Public Library, 330 North Coast Highway, Oceanside, CA 92054*
- Ontario City Library, Government Documents Section, 215 East C Street, Ontario, CA 91764-4198*
- Law** *Orange County Law Library, 515 N. Flower, Santa Ana, CA 92703-2354*
- Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556*
- Plumas County Library, 445 Jackson Street, Quincy, CA 95971*
- Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868*
- Richmond Public Library, Government Documents Department, 325 Civic Center Plaza, Richmond, CA 94804*
- Riverside Public Library, 3581 Mission Inn Avenue, Riverside, CA 92501*
- Law** *Riverside County Law Library, 3989 Lemon Street, Riverside, CA 92501-4203*
- Law** *Sacramento County Public Law Library, 813 Sixth Street, Room No. 1, Sacramento, CA 95814-2403*
- Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508*
- Law** *San Bernardino County Law Library, P.O. Box 213, San Bernardino, CA 92402-0213*
- San Bernardino County Library, Government Documents, 104 West Fourth Street, San Bernardino, CA 92415-0035*
- San Bernardino Public Library, Documents, 555 W. Sixth Street, 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 Street, San Diego, CA 92101-3999*
- San Diego County Library, Vista Branch Library, Documents Librarian, 700 Eucalyptus Avenue, Vista, CA 92084-6245*
- San Francisco State University, Government Publications Department, 1630 Holloway Avenue, San Francisco CA 94132-4030*
- Law** *San Joaquin County Law Library, Room 300, Court House, 222 E. Weber Avenue, Stockton, CA 95202-2787*

▶ Selective Depository Libraries ◀

- San Jose Public Library, Dr. Martin Luther King, Jr., Main Library, Reference Department, 180 West San Carlos Street, San Jose, CA 95113*
- San Jose State University, Clark Library-Government Publications, One Washington Square, San Jose, CA 95192-0028*
- San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403*

- Law** *San Luis Obispo County Law Library, 1050 Monterey Street, Room 125, San Luis Obispo, CA 93408*
- Law** *San Mateo County Law Library, 710 Hamilton Street, Redwood City, CA 94063*
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
Santa Ana Public Library, Reference Section, 26 Civic Center Plaza, Santa Ana, CA 92701
- Law** *Santa Barbara County Law Library, Courthouse, 1100 Anacapa Street, 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 Street, San Jose, CA 95113-1004*
Santa Clara University, Michel Orradre Library, Documents Department, 500 El Camino Real, Santa Clara, CA 95053-0500
- Law** *Santa Cruz County Law Library, 701 Ocean Street, Room 070, Santa Cruz, CA 95060*
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060
Santa Maria Public Library, Reference Department, 420 South Broadway, Santa Maria, CA 93454
Santa Monica Public Library, 1343 - 6th Street, Santa Monica, CA 90401
Shasta County Library, 1855 Shasta Street, Redding, CA 96001
- Law** *Sonoma County Law Library, Hall of Justice, 600 Administration Drive, Room 213 J, Santa Rosa, CA 95403*
Sonoma County Library, Third and E Streets, Santa Rosa, CA 95404
Sonoma State University, Library-Documents Department, 1801 East Cotati Avenue, Rohnert Park, CA 94928
- Law** *Southwestern University School of Law Library, Government Documents, 675 South Westmoreland Avenue, Los Angeles, CA 90005-3992*
- Law** *Stanford University, Law Library, 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, Attention: Serials, 2331 Borchard Road, Newbury Park, CA 91320
Torrance Public Library, 3301 Torrance Boulevard, Torrance, CA 90503
Tulare County Free Library, Documents Section, 200 West Oak, Visalia, CA 93291
- Law** *University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210*
- Law** *University of California, Law Library, Documents Department, 400 Mrak Hall Drive, Davis, CA 95616-5203*
University of California, Irvine Libraries, Government Information Department, Science Library Receiving Dock, Building 520, Irvine, CA 92697. The mailing address for supplements and errata is: P.O. Box 19557, California Government Document Librarian, Irvine, CA 92623-9557

▶▶ Selective Depository Libraries ◀◀

-
- Law** *University of California, Los Angeles, Law Library, 1106 Law Building, 405 Hilgard Avenue, 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, 1950 Third Street, La Verne, CA 91750-4401*

- 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 Street, San Francisco, CA 94117*
- Law** *University of Southern California, Law Library, 699 Exposition Boulevard, Los Angeles, CA 90089-0072*
Government Documents Department, University of Southern California, Doheny Memorial Library, Los Angeles, CA 90089-0182
University of the Pacific Library, 3601 Pacific Avenue, Stockton, CA 95211-0197
- Law** *Ventura County Law Library, Courthouse, 800 S. Victoria Avenue, Ventura, CA 93009-2020*
- Law** *Whittier College School of Law, Library, 3333 Harbor Boulevard, Costa Mesa, CA 92626*
Whittier College, The Wardman Library, 7031 Founders Hill Road, Whittier, CA 90608
Whittier Public Library, 7344 Washington Avenue, Whittier, CA 90602-1778

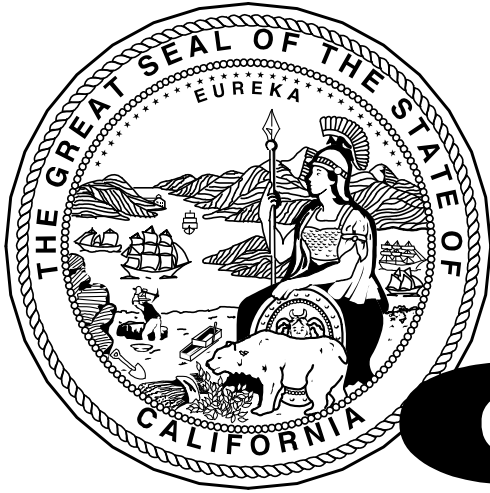
ATTACHMENT D

» State Agencies «

<u>Quantity</u>	<u>Agency</u>
6	<i>Attorney General, Department of Justice, 1300 I Street, Suite 1730, Sacramento, CA 95814</i>
6	<i>State Architect, Department of General Services, Division of the State Architect, 1130 K Street, Suite 101, Sacramento, CA 95814</i>
6	<i>Mr. Jim McGowan, Department of Housing and Community Development, Division of Codes and Standards, 1800 Third Street, Sacramento, CA 95814</i>
6	<i>Deputy Director, Office of Statewide Health Planning and Development, Facilities Development Division, 1600 Ninth Street, Room 420, Sacramento, CA 95814</i>
6	<i>Regulations Manager, Department of Forestry and Fire Protection, Office of the State Fire Marshal, 1131 S Street, Sacramento, CA 95814</i>
3	<i>Deputy Director, California Energy Commission, Energy Efficiency and Demand Analysis Division, 1516 Ninth Street, Sacramento, CA 95814</i>
3	<i>Mr. John MacLeod, Department of Industrial Relations, Occupational Safety & Health Standards Board, 2520 Venture Oaks, Suite 350, Sacramento, CA 95833</i>
3	<i>Chief, Department of Health Services, Division of Drinking Water and Environmental Management, 1616 Capitol Avenue, 2nd Floor, Sacramento, CA 95814</i>
3	<i>Department of Consumer Affairs, 400 R Street, Sacramento, CA 95814</i>
3	<i>Department of Corrections, Planning and Construction, 501 J Street, Room 301, Sacramento, CA 95814</i>
2	<i>Department of Corrections, Facilities Management Division, Day Labor and Professional Services Branch, 501 J Street, Room 301, Sacramento, CA 95814</i>
1	<i>Board of Corrections, 600 Bercut Drive, Sacramento, CA 95814</i>
1	<i>Office of Administrative Law, 555 Capitol Mall, Suite 1290, Sacramento, CA 95814</i>
1	<i>State and Consumer Services Agency, 915 Capitol Mall, Suite 200, Sacramento, CA 95814</i>

ATTACHMENT E

» NFPA Trademark/Title Page/Binder «



2004 California Electrical

California Code Of Regulations Title 24, Part 3



**Based on the
2002**

**NATIONAL ELECTRICAL
CODE®**



International **ATTACHMENT F**

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1 Batterymarch Park (P.O. Box 9146)
Quincy, MA 02269-9959*

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*California building Standards Commission
2525 Natoma Park Drive, Suite 130
Sacramento, CA 95833-2936*

Printed in The United States

ATTACHMENT G

» Preface «

Preface

This document is the 3rd of 11 Parts of the official triennial compilation and publication of the adoptions, amendments and repeal of administrative regulations to California Code of Regulations, Title 24, also referred to as the California Building Standards Code. This Part is known as the California Electrical Code and incorporates, by adoption, the 2002 edition of the National Electrical Code of the National Fire Protection Association with the California amendments

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

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

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

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

Should you have any questions regarding this code or wish to offer comments toward improving the format, please address your questions and comments to:

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

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

Web Page: www.bsc.ca.gov

Attachment H

» Questions and Interpretations «

*California Code of Regulations, Title 24
Questions and Interpretations Contact List*

Board of Corrections

Local Adult Jail
Standards (916)
324-1914

Local Juvenile Facility
Standards (916)
324-1914

California Energy
Commission

Energy Hotline (800)
772-3300

Building Efficiency
Standards
Appliance Efficiency
Standards
Compliance
Manual/Forms

California State
Library

Construction Standards
(916) 445-9617

**Department of
Consumer Affairs
– Acupuncture
Board**

Office Standards
(916) 263-2680

Department of
Consumer Affairs –
Board of Pharmacy

Pharmacy Standards
(916) 445-5014

**Department of
Consumer Affairs
– Bureau of
Barbering And
Cosmetology**

Barber and Beauty Shop
and

College Standards
(916) 327-6250

**Department of
Consumer Affairs
– Structural Pest
Control Board**

Structural Standards
(916) 263-2540

Department of
Consumer Affairs –
Veterinary Medical
Board

Veterinary Hospital
Standards.....

Department of Food
and Agriculture

Meat & Poultry Packing
Plant

Standards.....
0504

Dairy Standards.....
653-6681

Department of Health
Services

Organized Camps
Standards.....

Public Swimming Pools
Standards.....

Asbestos Standards
(415) 540-2134

Department of
Housing and
Community
Development

Residential Standards
(916) 445-9471

Guide To California
Multi-Family Disabled
Access Regulations

From CALBO.....
1103

Manufactured Homes,
Commercial Coaches and
Permanent Structures
in Mobile

Home Parks
Standards.....

Mobile Homes – Permits
& Inspections

Northern Region.....
255-2501

Southern Region.....
782-4420

Employee Housing
Standards.....

Department of Water
Resources

Gray Water Installations
Standards.....

Division of the State
Architect – Access
Compliance

Access Compliance
Standards.....

Accessibility Reference
Manual.....

Division of the State
Architect – Structural
Safety

Public Schools
Standards.....

State-owned Buildings
Standards.....

Asbestos Standards
(916) 445-8100

State Building Inspector
Information.....

Office of Statewide
Health Planning and
Development

Hospital Standards.....
654-2012

Skilled Nursing Facility
Standards.....

Clinic Standards.....
654-2012

Permits.....

Office of The State
Fire Marshal

Fire Safety Standards
(916) 445-8200

Fireplace Standards
(916) 445-8200

Day Care Centers
Standards.....

Exit Standards.....
445-8200.....

State Historical
Building Code Board

Alternative Building
Standards.....

ATTACHMENT I

» Key to Notations in Margins «

How to Distinguish Between Model Code Language and California Amendments

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

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

(“XX”) This symbol identifies which State agency(s), by its “acronym”, has amended a section of the model code. For a complete listing of the State agency acronyms, see the Application Section within Chapter 1.

CA

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

CA

||

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

Σ This symbol indicates that model code language has been deleted within the

Σ California amendment.

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

> This symbol indicates deletion of California language.