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**CALIFORNIA ELECTRICAL CODE AGREEMENT  
BETWEEN AND AMONG  
BNI PUBLICATIONS, INC.,  
DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION FOR  
CALIFORNIA BUILDING STANDARDS COMMISSION  
AND  
THE NATIONAL FIRE PROTECTION ASSOCIATION, INC.**

This Agreement is made as of the first day of January, 2005, by and between BNI Publications, Inc. (hereinafter referred to as "BNI"), the Department of General Service Procurement Division on behalf of the California Building Standards Commission (hereinafter referred to as "CBSC"), and the National Fire Protection Association, Inc. ("NFPA"), each of which is also referred to individually as "Party" and all of which are also referred to collectively as "Parties".

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70 National Electrical Code® 2002 Edition, as well as the trademark to the title National Electrical Code® and the acronym NEC® (hereinafter referred to as "2002 NEC"); and
- B. **WHEREAS**, BNI is the authorized agent and Licensee of the NFPA; and
- C. **WHEREAS**, CBSC periodically adopts, approves and codifies electrical code standards and amendments, which may be based on an existing model electrical code, and publishes them as the California Electrical Code, California Code of Regulations, Title 24, Part 3 (hereinafter referred to as the "CEC"); and
- D. **WHEREAS**, CBSC desires to publish a 2004 edition of the CEC containing those portions of the 2002 NEC that have been approved and codified by CBSC, those portions of the 2002 NEC that have been modified by CBSC, and the California amendments thereto (hereinafter referred to as the "2004 CEC"); and
- E. **WHEREAS**, BNI and CBSC desire to publish the 2004 CEC in a pre-assembled and fully integrated format on or before January 3, 2005; and
- F. **WHEREAS**, BNI and CBSC desire to make arrangements for annual amendments to the 2004 CEC (hereinafter referred to as the "2004 CEC Supplements"), errata supplements, and emergency supplements; and
- G. **WHEREAS**, BNI, CBSC and NFPA want to make arrangements to market, distribute and sell the 2004 CEC through BNI;

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

## 1. Grant of License for CEC.

- 1.1 **By BNi.** Subject to the limitation of section 1.1.1, BNi, as the authorized agent and Licensee of NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2002 NEC, NFPA supplements and revisions to the 2002 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2004 CEC, as well as the 2004 CEC Supplements, errata supplements and emergency supplements (hereinafter referred to collectively as the "Code"). The grant of the foregoing sublicense is limited to the right to:
- 1.1.1 Publish, print, reprint and distribute all or any pages of the Licensed Property that have been modified by CBSC upon the following terms and conditions: In the event that BNi breaches its obligation provided in Paragraphs 2, 3, 4, 5 or terminates this Agreement pursuant to Paragraph 10, or otherwise discontinues to publish or fail to make available for sale the Code, then CBSC may cause to print and publish all or any pages of the Code that have been modified by CBSC for its use and for sale to the public until publishing thereof is recommenced by BNi or until one hundred and eighty days after publication of the next edition of the CEC, whichever occurs first, without compensating BNi or NFPA. If at any time prior to the discontinuation of publication by BNi the Code becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, the CBSC may without being in violation of the non-transferable license provision hereof, cause to print and publish any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until BNi recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating BNi or NFPA.
  - 1.1.2 Make such changes to the Licensed Property as CBSC determines are required for the Code.
  - 1.1.3 Affix copyright notices to the Code in the manner described in Paragraph 11.
  - 1.1.4 Post all supplements which may contain material copyrighted by NFPA on the BNi website in "read-only" format.
- 1.2 **By CBSC.** CBSC hereby grants to BNi an exclusive, worldwide license to copy, print, publish, distribute and sell the 2004 CEC and all 2004 CEC Supplements in accordance with the terms of this Agreement.
- 1.3 **Term.** The licenses set forth herein shall continue until the expiration of one hundred and eighty (180) calendar days following the publication of the next edition of the California Electrical Code, which is currently scheduled for publication on January 1, 2008 (hereinafter referred to as the "2007 CEC").

## **2. Technical Services.**

- 2.1 Immediately after the execution of this Agreement, BNi shall commence the editorial, type-setting and printing services related to the development and publication of the Code in accordance with the schedule set forth in Attachment A, Paragraphs A.2, A.3, and A.4.
- 2.2 BNi shall, in accordance with the specific formatting requirements and editorial and publication timetable more fully set forth in Attachment A hereto, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public, copies of the Code in a loose-leaf format. The Code shall be printed and published in a fully integrated format that incorporates, into a fully merged, contiguous and pre-assembled document, all portions of the 2002 NEC approved and codified by the CBSC, those portions of the 2002 NEC that have been modified by the CBSC, and all California amendments.
- 2.3 BNi shall print and publish all 2004 CEC Supplements on a regular basis so that all customers have an accurate and up-to-date Code, provided, however, that BNi shall not be required to print, publish and distribute special supplements for minor or inconsequential errors or changes. Special supplements for minor or inconsequential errors and/or changes shall be posted on BNi's website and shall be provided to CBSC for posting on CBSC's website in a "read-only" format.
- 2.4 BNi shall provide CBSC with three (3) electronic copies of the final text of the Code, and three (3) electronic copies of all 2004 CEC Supplements for the sole purpose of developing future revisions, amendments and/or supplements to the Code. Said electronic copies shall be provided in Microsoft Word® IBM® environment format that allows the editing of text.

## **3. Sale of Code.**

- 3.1 BNi shall make the Code available for sale to the State of California, local governmental agencies, and the general public on or before January 3, 2005.
- 3.2 The price established by BNi shall entitle the purchaser to receive all 2004 CEC Supplements from BNi at no additional charge.
- 3.3 BNi shall make all 2004 CEC Supplements available on its website, in "read-only" format, within a reasonable time following the publication of such supplements.

## **4. State Code Complimentary Distribution.**

- 4.1 The Library Distribution Act ("LDA") establishes a system to distribute California State agency publications to approximately 150 libraries in order to make such publications widely available to residents of the State of California (Government Code Section 14900-14911). During the term of this Agreement, BNi shall deliver up to 150 complimentary copies of the 2004 CEC, together with any supplements, directly to the Depository Libraries. The CBSC shall submit to BNi the list of the current Depository Libraries that are to receive one (1) copy of the

2004 CEC. BNi shall provide replacement copies upon written request in the case of apparent delivery failure. From time-to-time libraries are added to the Depository Libraries. BNi shall also provide one (1) copy of the 2004 CEC, and all 2004 CEC Supplements to the additional depository libraries upon CBSC's written request.

4.2 BNi shall deliver up to 100 complimentary copies of the 2004 CEC, together with any 2004 CEC Supplements, directly to the following state agencies in the quantities specified by CBSC:

- Attorney General, Department of Justice
- Division of the State Architect, Department of General Services
- Division of Codes and Standards, Department of Housing and Community Development
- Facilities Development Division, Office of Statewide Health Planning and Development
- Office of the State Fire Marshal, Department of Forestry and Fire Protection
- Energy Efficiency and Demand Analysis Division, California Energy Commission
- Occupational Safety and Health Standards Board, Department of Industrial Relations
- Division of Drinking Water and Environmental Management, Department of Health Services
- Board of Barbering and Cosmetology, Department of Consumer Affairs
- Acupuncture Board of California, Department of Consumer Affairs
- Board of Pharmacy, Department of Consumer Affairs
- Veterinary Medical Board, Department of Consumer Affairs
- Structural Pest Control Board, Department of Consumer Affairs
- Facilities Planning and Finance Branch, Department of Corrections
- Board of Corrections
- Office of Library Construction, California State Library
- Office of Administrative Law
- State and Consumer Services Agency

CBSC shall specify, in writing to BNi, the quantity to be delivered to each agency by December 10, 2004. BNi shall provide replacement copies upon written request in the case of apparent delivery failure.

4.3 BNi shall deliver twenty-two (22) complimentary copies of the 2004 CEC to CBSC, together with any 2004 CEC Supplement. BNi shall also deliver one (1) complimentary copy to each new Commissioner appointed after January 1, 2005 until one hundred and eighty (180) calendar days after the publication of the 2007 Code

4.4 BNi shall deliver to CBSC 10 additional copies of all supplements in addition to that specified in Paragraph 4.3.

4.5 BNi shall deliver to CBSC an Adobe Acrobat "pdf" file of all 2004 CEC Supplements within a reasonable time following the publication of the same for

the purpose of posting them on the CBSC web site. CBSC shall be entitled to post such supplements on its website in a "read-only" format.

4.6 Notwithstanding the provisions set forth in Paragraphs 4.1 through 4.3, inclusive, BNi shall not be obligated to issue, publish or deliver special supplements for minor or inconsequential errors or changes.

5. **Subscription Service.** In order to ensure that the 2004 CEC purchased from BNi is accurate and up-to-date, beginning from the time of initial publication, and continuing for one hundred and eighty (180) calendar days following the publication of the 2007 CEC, BNi shall make available to all purchasers of the 2004 CEC, all 2004 CEC Supplements, at no additional cost. BNi shall provide all purchasers with a subscription registration card which, when returned, will automatically entitle the purchaser to receive all 2004 CEC Supplements to ensure that all subscribers are being provided with an entire up-to-date Code. All agencies receiving complimentary copies of the Code pursuant to the LDA or identified in Paragraph 4 hereof will automatically receive the subscription service in the quantity of the Codes sent, free of charge, whether or not requested in accordance with the provisions of this Paragraph 5.

6. **Compensation.** In consideration of the license granted to CBSC by BNi and the printing, publishing and other services provided to CBSC by BNi, BNi shall not be required to pay any fees, royalties or other payments to CBSC. In consideration of the opportunity provided to BNi by CBSC, CBSC shall not be required to pay any fees, royalties or other payments of any nature to BNi with respect to this Agreement or the licenses granted hereunder.

7. **Reservations.**

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

7.2 Any action which may be brought to obtain damages or to enjoin any third party from infringement of any copyright or proprietary right of NFPA and BNi with respect to the Licensed Property shall be brought exclusively by NFPA and BNi, in their sole discretion and at their sole cost and expense, using counsel of their own choosing. All damages or other relief or remedies resulting therefrom shall be owned solely by NFPA and BNi.

8. **Representations or Warranties of NFPA and BNi.** NFPA represents and warrants that it is the sole owner of the copyright rights in the 2002 NEC. BNi represents and warrants that it has the right to enter into this Agreement and to grant the license granted to CBSC hereunder. BNi also represents and warrants that it is the authorized agent and licensee of NFPA. NFPA and BNi make no representation, warranty or assurance to CBSC with respect to the income, profits, cash flow, or expenses which may result from use of the Licensed Property.

9. **Representations or Warranties of CBSC.** CBSC represents and warrants that CBSC has the full authority to enter into this Agreement and grant BNi an exclusive license to print, publish, market, distribute and sell the Code to BNi.

10. **Term and Termination.**

10.1 This Agreement shall be effective when fully executed and delivered by the Parties and shall continue thereafter, until one hundred and eighty (180) days after publication of the 2007 CEC. The term of this Agreement may be extended by amendment to this Agreement.

10.2 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.

10.3 This Agreement may be terminated at any time with cause at any time after one hundred and eighty days after the publication of the 2004 CEC by either party giving written notice thereof to the other party.

10.4 Upon termination of this Agreement by CBSC after a material breach or default by BNi, all rights granted to BNi shall terminate and BNi shall discontinue further printing, publication, sales and distribution of the Code, except BNi shall be entitled to sell its then existing inventory of the Code. Further, CBSC shall have a non-exclusive, non-transferable copyright license to copy, print, publish, distribute and sell the Code for its own use and for sale to the public until BNi cures its material breach or until one hundred and eighty (180) days after publication of the 2007 CEC, whichever occurs first, without compensating BNi.

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

11. **Copyright Notices and Registrations.** With respect to all reproductions and/or publications of the Code after the effective date of this Agreement, CBSC and BNi shall include copyright notices in the form described in Attachment C hereto, so as to reflect their respective ownership interests and to protect such interests.

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

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

NFPA: National Fire Protection Association, Inc.  
1 Batterymarch Park  
P.O. Box 9101  
Quincy, MA 02269-9101  
Attention: James M. Shannon, President & CEO

Fax No.: (617) 984-0200

BNi: BNi Publications, Inc.  
1612 South Clementine Street  
Anaheim, CA 92802  
Attention: William D. Mahoney

Fax No.: (714) 535-8078

CBSC: Department of General Services  
Procurement Division for the  
California Building Standards Commission  
707 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
West Sacramento, CA 95605  
Attention: Marnell Voss, Manager

Fax No.: (916) 375-4613

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

14. **Relationship of Parties.** The relationship of BNi to CBSC hereunder shall be that of an independent contractor and CBSC shall have no right to supervise BNi, its officers, or employees in the performance of its obligations hereunder. CBSC shall look to NFPA for performance in conformity with the scope of this Agreement. However, BNi shall coordinate with CBSC's Executive Director as to the services to be rendered hereunder and shall furnish the drafts of the Code in a format suitable to the needs of CBSC, as reasonably determined by its Executive Director.
15. **Assignment.** No Party may assign any right granted or obligation assumed hereunder except as provided in Paragraph 1 hereof without the prior written consent of the other Parties. Any such attempted transfer without prior written consent shall be null, void and of no force or effect and shall constitute a breach of this Agreement.
16. **Funding.** BNi understands and agrees that under certain provisions of California law, CBSC may not obligate itself by contract to an extent in excess of an amount appropriated therefor by the State Legislature as approved by the Governor.
17. **Contractors' National Labor Relations Board Certification.** By signing this Agreement, BNi certifies under penalty of perjury that there are no outstanding actions against it and no unappealable judicial rulings resulting from BNi's failure to comply with

an order of the National Labor Relations Board in the two calendar years preceding the date of the within Agreement.

**18. Indemnity.**

18.1 NFPA and BNi shall indemnify and hold harmless CBSC and its officers, directors, shareholders, employees, agents, affiliates, attorneys and their respective successors and assigns from and against any and all losses, claims, liabilities, obligations, judgments, damages, costs and expenses, relating to, resulting from, or arising out of any claim by a third party that CBSC's use of the Licensed Property constitutes an infringement of any copyright or other proprietary right of any such third party.

18.2 At the request of CBSC, BNi shall, at BNi's cost and expense, defend CBSC with respect to claims based on the matters based on Paragraph 18.1, provided that CBSC promptly tenders the defense to BNi and cooperates with BNi in the defense of any such claim.

18.3 The indemnity provisions of this Paragraph 18 hereof do not apply if CBSC is in breach of this Agreement.

18.4 NFPA and BNi shall not be responsible for any claims, losses, injuries, or damages arising from or related to any provisions of the 2004 CEC or 2004 CEC Supplements which were amended, modified or supplemented by CBSC and not adopted by NFPA.

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

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

**21. Entire Agreement.** This Agreement constitutes the complete and entire agreement between the Parties with respect to the subject matter hereof and expressly supersedes any and all prior oral or written negotiations or agreements between the Parties with respect to such subject matter hereof. All prior agreements between the Parties or among the Parties and any third party or parties relating to the CEC, as well as the preparation of derivative works based upon the use of all or any part of the 2002 NEC for purposes of publishing, reproducing, printing, selling and distributing the 2004 CEC are expressly terminated.

**22. 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.

**23. Severability.** If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder of this



Agreement to be invalid or unenforceable. In such event, the Parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision, which comes as close as possible to expressing the intent of the stricken provision.

24. **Continuing Obligations.** Any rights and obligations under this Agreement that by their nature extend beyond the term of this Agreement, including but not limited to the obligation to maintain confidentiality of proprietary information, shall survive any expiration or termination of this Agreement. Nothing contained in this Agreement, however, shall (i) prevent CBSC from approving, codifying, adopting, publishing, marketing, selling, or distributing any code(s) other than NFPA copyrighted codes and/or a code to supersede or replace the 2004 CEC, (ii) apply to any code(s) other than NFPA copyrighted codes and/or a code, approved and codified by CBSC to supersede or replace the 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 a code to supersede or replace the 2004 CEC. Nothing in this paragraph shall constitute a waiver of NFPA's rights of copyright in the NEC, all of which are expressly reserved.
25. **Waiver.** Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.
26. **Non-Frustration.** Neither Party to this Agreement shall commit any act or take any action which frustrates or hampers the rights of the other Party under this Agreement. Each Party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.
27. **Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and any action arising out of this Agreement shall be brought in the Superior Court of California in and for the County of Sacramento and/or the United States District Court for the Eastern District of California. Each Party hereto consents to the use of such forum and agrees not to challenge such forum on the basis of inconvenience, lack of personal jurisdiction, or any other basis whatsoever.
28. **Headings.** The headings used in this Agreement are for reference purposes only, and shall not be deemed a part of this Agreement, or used in the construction or interpretation of any portion hereof.
29. **Construction.** In the case of uncertainty regarding the language in any part of this Agreement, the language shall be construed in accordance with its fair meaning rather than being interpreted against the Party who caused the uncertainty to exist.
30. **Third Party Beneficiaries.** No person or legal entity not a party to this Agreement is intended to benefit by any of its provisions.
31. **Judgments and Determinations.** When the terms of this Agreement provide that 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.

- 32. **Attachments.** Attachments A through F, attached hereto, are, by this reference, made a part of this Agreement as if herein written.
- 33. **Amendments.** The within Agreement may be amended in writing only and such an Amendment must be fully executed by both Parties hereto before they become effective. Verbal agreements shall not be valid or enforceable.
- 34. **Agreement Approvals.** This Agreement is exempt from advertising or competitive bidding (refer to Management Memo 03-10, Attachment D, item 13) 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 or BNi with respect to this Agreement or the license granted hereunder.
- 35. **Signatures.** The Parties, having carefully read this Agreement and having consulted (or having been given an opportunity to consult) with counsel of their choice, have indicated their agreement to all of the above terms by executing this Agreement on the date first written above. Each signatory hereto represents that it is authorized to sign this Agreement on behalf of the Party for whom it purports to sign.

**DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION FOR CALIFORNIA  
BUILDING STANDARDS COMMISSION**

By: Marcell Voss  
Marcell Voss, Manager, Contracts and  
One Time Acquisitions

Dated: 12/29/04

**BNi PUBLICATIONS, INC.**

By: William D. Mahoney  
William D. Mahoney, President & CEO

Dated: 12/20/04

**NATIONAL FIRE PROTECTION ASSOCIATION, INC.**

By: James M. Shannon  
James M. Shannon, President & CEO

Dated: 12/22/04

**ATTACHMENT A**  
**» General Terms «**

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- A.1 BNi shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before January 3, 2005, 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 BNi its modifications to the 2002 NEC upon the signing of this agreement by both parties. Within two (2) weeks of signing this agreement, BNi shall furnish to CBSC a copy of the initial draft of the 2004 CEC for review by CBSC.
- A.3 Within four (4) weeks of receiving the initial draft of the 2004 CEC, CBSC shall submit its revisions to the initial draft to BNi. Within four (4) weeks of receiving the initial draft of the 2004 CEC, BNi shall make any further modifications and submit to CBSC a second draft.
- A.4 On or before November 15, 2004, CBSC shall submit its final revisions to the second draft to BNi. BNi shall make any further modifications and submit to CBSC a final draft for its approval on or before November 22, 2004.
- A.5 BNi 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 BNi the submissions from CBSC as set forth in paragraphs A.2 through A.4 above, BNi shall ensure that the 2004 CEC is available for sale at a date established by the Commission and within thirty (30) days of receipt from the CBSC of fully proofed and approved final text in either electronic format or camera ready copy.
- A.6 TIME IS OF THE ESSENCE**
- Because the Code may have significant effects on the safety of State's built environment and its citizens, time is of the essence in performing the herein duties.
  - The January 3, 2005 date to publish the Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
  - CBSC and the BNi shall commit staff and resources to expedite their diligent work and cooperate toward the within publication schedules and goals.

## » General Terms «

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- Due to the variations of their size and complexity, it is impossible to establish schedules for publication of any 2004 CEC Supplements. Therefore, after CBSC submits any 2004 CEC Supplements to BNi, BNi shall develop a publication schedule of milestone dates, including proposed publication and distribution dates. CBSC shall notify BNi within 15 calendar days following receipt of the publication schedule if CBSC, for valid reason(s) given, believe that the proposed schedule is unacceptable. In the event CBSC objects to the proposed schedule, BNi and CBSC shall meet (in person or by telephone) and develop a mutually acceptable schedule. CBSC's failure to notify BNi of an objection to the proposed schedule within the foregoing fifteen (15) day period shall be deemed to be CBSC's consent to the proposed schedule.
- NFPA, BNi or CBSC shall not be held liable or responsible for any times or dates set out in this Agreement, if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God, for which NFPA, BNi or CBSC is not otherwise responsible.
- All drafts/proofs shall be transmitted to and from CBSC by overnight service and BNi shall give CBSC its UPS or Fed-X account number, so that BNi pays for all shipping.
- NFPA shall provide a "link address" to their website for availability of the codes, which CBSC can use on its website.

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

### A.7.1 Code

- A "pre-assembled code" numbered consecutively, printed on 20 lb., (common paper or equivalent as approved by CBSC), 84 or higher brightness, 8-1/2" by 11" white pre-drilled paper in a seven-hole, loose-leaf format configuration – the same configuration as that used for the 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.

## » General Terms «

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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.
- BNi and CBSC will work out a schedule for completion of the manuscript to ensure publication and its availability on or before January 3, 2005.
- The index will remain as it appears in the 2002 NEC
- The front of each volume shall contain the pages as per Attachments B, C, D, E, and F.
- California language will be in italics.
- "CA" margin tape, denoting California amendments, as well as an "L" margin tape denoting local enforcement will be placed in the outside left margin of the columns. CBSC will provide information where to denote all marginal notations.
- All chapters will begin on a right-hand page.
- Running footers will read "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.
- BNi shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. BNi will maintain the mailing list, and print, mail and verify delivery of 2004 CEC Supplements.
- A card may be placed in the Code advertising other BNi and/or NFPA publications.

### A.7.2 Supplements

- 2004 CEC Supplements shall be printed on 20 lb. (or equivalent as approved by CBSC) light blue paper.
- Each 2004 CEC Supplement shall be individually shrink wrapped.

- 2004 CEC Supplements shall be printed to insert by page substitution, and shall contain a publication and effective date on the bottom of each page.
- Regular supplements shall be published once a year, if required.
- Emergency supplements shall be published on an “as needed basis.”
- Errata sheets shall be printed to insert by page substitution on 20 lb. (or equivalent as approved by CBSC) buff colored paper and shall be published on an “as needed basis.”
- The page numbers of the supplements and/or errata sheets where new, additional pages are inserted shall be the number of the last originally published page followed by .1, .2, .3, etc.
- Nothing in this section shall be deemed to require BNi to publish, issue or deliver special supplements for minor or inconsequential errors or changes.

#### A.8 DISTRIBUTION

- BNi shall establish a distribution method in consultation with CBSC.
- To insure the complete document is delivered each copy of the Code shall be shrink wrapped. The subscription cards shall be wrapped inside the shrink wrapped Code.



# 2004 California Electrical Code

California Code of Regulations  
Title 24, Part 3

California Building  
Standards Commission

Based on 2002 National  
Electrical Code®



**EFFECTIVE  
T.B.D.**

**ATTACHMENT C**  
» **Copyright Notice** «

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Copyright © to 2002 NEC Held By

National Fire Protection Association  
1 Batterymarch Park (P.O. Box 9146)  
Quincy, MA 02269-9959

Copyright © to all unique California State Provisions  
Held by

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

Printed in The United States  
Published and Printed by BNi Publications, Inc.



# **ATTACHMENT D**

## **» Preface «**

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### **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 find publication (e.g., typographical) errors or inconsistencies in this code or wish to offer comments toward improving its format, please address your comments to:

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

Phone: (916) 263-0916

FAX: (916) 263-0959

Web Page: [www.bsc.ca.gov](http://www.bsc.ca.gov)

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

## Attachment E

### ▶ 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) 445-3021

### 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) 445-0713

### Department of Consumer Affairs – Bureau of Home Furnishings and Thermal Insulation

Insulation Testing Standards.....(916) 574-2041

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

Structural Standards .....(916) 561-8708

### Department of Consumer Affairs – Veterinary Medical Board

Veterinary Hospital Standards .....(916) 263-2610

### Department of Food and Agriculture

Meat & Poultry Packing Plant  
Standards.....(916) 654-0504  
Dairy Standards .....(916) 653-6681

### Department of Health Services

Organized Camps Standards.....(916) 449-5661  
Public Swimming Pools Standards ....(916) 449-5661  
Asbestos 1AQ Assistance Line .....(510) 620-2874  
Asbestos Standards

### Department of Housing and Community Development

Residential Standards..... (916) 445-9471  
Guide To California Multi-Family Disabled  
Access Regulations From CALBO (916) 457-1103  
Manufactured Homes, Commercial Coaches and  
Permanent Structures in Mobile  
Home Parks Standards..... (916) 445-3338  
Mobile Homes – Permits & Inspections  
Northern Region..... (916) 255-2501  
Southern Region ..... (909) 782-4420  
Employee Housing Standards ..... (916) 445-9471

### Department of Industrial Relations, Division of Occupational Safety and Health

Places of Employment and Employee Safety(800) 963-9424  
Elevators..... (916) 263-7995  
Boiler Inspections ..... (510) 622-3052  
Pressure Vessels..... (510) 622-3052  
Asbestos – Industrial Hygienist ..... (415) 703-5100

### Department of Water Resources

Gray Water Installations Standards ... (916) 651-9667

### Department of Youth Authority

Institutional Standards ..... (916) 262-1322

### Division of the State Architect – Access Compliance

Access Compliance Standards ..... (916) 445-5827  
Accessibility Reference Manual ..... (916) 322-4700

### Division of the State Architect – Structural Safety

Public Schools Standards..... (916) 445-8100  
State-owned Buildings Standards..... (916) 445-8100  
Asbestos Standards..... (916) 445-8100  
State Building Inspector Information..(916) 445-8100

### Office of Statewide Health Planning and Development

Hospital Standards .....(916) 654-2012  
Skilled Nursing Facility Standards ..... (916) 654-2012  
Clinic Standards..... (916) 654-2012  
Permits ..... (916) 654-3362

### Office of The State Fire Marshal

Fire Safety Standards ..... (916) 445-8200  
Fireplace Standards.....(916) 445-8200  
Day Care Centers Standards..... (916) 445-8200  
Exit Standards ..... (916) 445-8200

### State Historical Building Code Board

Alternative Building Standards..... (916) 445-7627

## ***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 California amendment.

Σ

L

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

L

L

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This symbol indicates deletion of California language.