

## EXHIBIT A

### SCOPE OF WORK

The 2016 California Electrical Code (California Code of Regulations, Title 24, Part 3) is based on the 2014 National Electrical Code®. The California code Electrical Code includes both provisions of the model code and amendments to the code adopted by California. The National Fire Protection Association, Inc. (NFPA®) owns the copyright to the National Electrical Code and the acronym (NEC®).

#### 1. PROJECT SUMMARY

Pursuant to Health and Safety Code Sections 18928.1 and 18942, the California Building Standards Commission (CBSC) and National Fire Protection Association (NFPA) will coordinate the publication of the 2016 California Electrical Code (Title 24, Part 3). All activities hereto that are the responsibility of the NFPA may be carried out by or through and NFPA approved authorized licensee or subcontractor at the discretion of the NFPA. The description NFPA and NFPA and/or Authorized Agent and Licensee is may be used interchangeably, except where noted.

- A. **WHEREAS**, NFPA is the sole owner of the copyright to the NFPA 70® National Electrical Code® 2014 Edition, as well as the trademark to the title National Electrical Code® and the acronym NEC® (hereinafter referred to as “2014 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, California Code of Regulations, Title 24, Part 3 (hereinafter referred to as the “CEC”); and
- C. **WHEREAS**, CBSC desires to publish a 2016 edition of the CEC containing those portions of the 2014 NEC, first printing, as adopted by CBSC, that have been approved and codified by CBSC, those portions of the 2014 NEC that have been modified by CBSC, and the California amendments thereto (hereinafter referred to as the “2016 CEC”); and
- D. **WHEREAS**, NFPA and CBSC desire to publish the 2016 CEC in a pre -assembled loose-leaf and fully integrated format on or before July 1, 2016; and
- E. **WHEREAS**, NFPA and CBSC desire to make arrangements for annual amendments to the 2016 CEC (hereinafter referred to as the “2016 CEC Supplements”), errata supplements, and emergency supplements.; and

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

#### 2. TERM

A. The term of this agreement is May 1, 2016 through December 31, 2019 (44 Months).

### **3. PROJECT REPRESENTATIVES**

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

<b>CBSC Contract Administrator</b>
Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833 (916) 263-0355 <a href="mailto:kevin.day@dgs.ca.gov">kevin.day@dgs.ca.gov</a>

<b>Contractor's Contract Administrator</b>
Debra Rose, NFPA 1 Batterymarch Park Quincy, MA 02169-747 (617) 984-7595 <a href="mailto:drose@nfpa.org">drose@nfpa.org</a>

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

### **4. PERFORMANCE DETAILS**

#### **Grant of License for CEC.**

A. **By NFPA.** Subject to the limitation of section 1 below, NFPA, hereby grants CBSC a non-exclusive, non-transferable sublicense to use and copy all or any portion of the 2014 NEC, NFPA supplements and revisions to the 2014 NEC (hereinafter referred to as "Licensed Property"), solely to create and publish the 2016 CEC, as well as the 2016 CEC supplements, errata and emergency supplements (hereinafter referred to collectively as the "Code"). The grant of the foregoing sublicense is limited to the right to:

1. Publish, print, reprint and distribute all or any pages of the Licensed Property that have been modified by CBSC upon the following terms and conditions: In the event that NFPA breaches its obligation or terminates this Agreement, or otherwise discontinues to publish or fails to make available for sale the 2016 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 NFPA or until one hundred and eighty days (180) after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA. If at any time prior to the discontinuation of publication by NFPA the Code becomes temporarily out of print or unavailable so that copies thereof cannot be furnished within thirty (30) days after they are requested for purchase by any person or entity, CBSC may without being in violation of the non-transferable license provision hereof, cause to print and publish any of the unavailable documents for its own use and for sale to the public in quantities to meet immediate demand, until NFPA recommences furnishing copies or until one hundred and eighty (180) days after publication of the next edition of the CEC, whichever occurs first, without compensating NFPA.

2. Make such changes to the Licensed Property as CBSC determines are required for the Code.
3. Affix copyright notices to the Code as directed by CBSC and required by NFPA .
4. Post all supplements which may contain material copyrighted by NFPA on the NFPA and/or Authorized Agent and Licensee 's website in "read-only" format.

B. **By CBSC.** CBSC hereby grants to NFPA an exclusive, worldwide license to copy, print, publish, distribute and sell the 2016 CEC and all 2016 CEC Supplements in accordance with the terms of this Agreement.

## **5. SERVICE DETAILS**

A. **Technical Services.** Immediately after the execution of this Agreement, NFPA shall commence the following services:

1. NFPA shall, in accordance with the specific formatting requirements and editorial and publication timetable set hereinforth in hereto, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public, copies of the 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 2014 NEC approved and codified by the CBSC, those portions of the 2014 NEC that have been modified by the CBSC, and all California amendments.
2. NFPA shall print and publish all 2016 CEC Supplements on a regular basis so that all customers have available an accurate and up-to-date Code, provided, however, that NFPA shall not be required to print, publish and distribute special supplements for minor or inconsequential errors or changes. Special supplements for minor or inconsequential errors and/or changes shall be posted on NFPA and/or Authorized Agent and Licensee 's website and shall be provided to CBSC for posting on CBSC 's website in a "read-only" format.
3. NFPA shall also provide CBSC with three (3) copies of the final text corresponding to the printed version of the 2013 Code, and three (3) copies of all 2013 supplements, supplements in response to emergency regulations, and all related errata sheets, in an electronic version in electronic format that allows editing of text solely for code development purposes

## **6. WORK DETAILS**

A. NFPA and/or Authorized Agent and Licensee shall, in accordance with the specific formatting requirements and editorial and publication timetable set forth herein, print, publish and make available for sale to the State of California, local governmental agencies, and to the general public on or before July 1, 2016 or at a later date as set by CBSC, copies of the 2016 CEC in a

loose-leaf format wherein all portions of the Licensed Property that have been approved and codified by CBSC, including those portions of the Licensed Property that have been modified by CBSC, as well as California amendments thereto, are fully merged and integrated into a contiguous and pre-assembled form and not provided as separate sheets. To meet the July 1, 2016 publication date, CBSC must deliver to NFPA and/or Authorized Agent and LicenseeNFPA the proofed and approved final text on or before May 15, 2016. In the event CBSC fails to deliver to NFPA and/or Authorized Agent and LicenseeNFPA the proofed and approved final text on or before May 15, 2016, NFPA and/or Authorized Agent and LicenseeNFPA shall be provided with a period of 35 45 days from receipt of delivery of said final text from CBSC in which to print, publish and make available for sale the 2016 CEC.

- B. All those portions of the Licensed Property, be it chapters, sections, provisions, tables, appendices, references, etc., which CBSC or any authorized agency does not adopt as a part of Title 24 shall be shown with a not be printed istrike through the language in the 2016 CEC. In the event NFPA and/or Authorized Agent and Licensee insists will show non-adopted language in legislative (strike thru) text and will on including such non-adopted language, it shall be highlighted and clearly note d as not adopted by the State on each page on which it appears.
- C. All Errata and/or Supplements to the 2014 Licensed Property as originally adopted by CBSC as the 2016 CEC which are thereafter generated by NFPA and/or Authorized Agent and Licensee shall not be printed in the 2016 CEC unless expressly approved by the CBSC.
- D. CBSC shall submit to NFPA and/or Authorized Agent and Licensee its modifications to the 2014 Licensed Property. Within a reasonable time after the receipt thereof from CBSC, NFPA and/or Authorized Agent and Licensee shall furnish to CBSC a copy of the initial draft of the 2016 CEC for review by CBSC.
- E. WITHIN a reasonable time after receipt of the initial draft of the 2016 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the initial draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the initial draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a second draft.
- F. WITHIN a reasonable time after receipt of the second draft of the 2016 CEC from NFPA and/or Authorized Agent and Licensee, CBSC shall submit its revisions to the second draft to NFPA and/or Authorized Agent and Licensee. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA and/or Authorized Agent and Licensee shall make any further modifications and submit to CBSC a final draft.
- G. NFPA and/or Authorized Agent and Licensee shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 CEC. If CBSC promptly delivers to NFPA and/or Authorized Agent and Licensee the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the 2016 CEC is available for sale within thirty-five (35) days of receipt from CBSC of fully proofed and approved final text in either electronic format or camera ready copy.
- H. Time is of the essence:

1. Because the 2016 Code may have significant effects on the safety of the State 's built environment and its citizens, time is of the essence in performing the herein duties.
2. The July 1, 2016, date to publish the 2016 Code is of critical importance. Publication is defined as the documents being printed and available for delivery.
3. CBSC and NFPA and/or Authorized Agent and Licensee shall commit staff and resources to expedite their diligent work and cooperate toward the within Publication schedules and goals.
4. Due to the variations of their size and complexity, it is impossible to herein establish schedules for Publication of any Supplements or Errata. Therefore, when CBSC submits any Supplements or Errata to NFPA and/or Authorized Agent and Licensee , a Publication Schedule of milestone dates, including a Publication and Effective date, shall be mutually determined. That Publication Schedule, due to possible coordination with other contractors, is of critical importance. NFPA and/or Authorized Agent and Licensee shall notify CBSC within 15 calendar days following creation of the Publication Schedule if they, for valid reason(s) given, cannot meet the Schedule and include a proposed Schedule which they can meet. CBSC must concur in the acceptance of any new Schedule. Without such notification, or concurrence with a new Publication Schedule, CBSC shall expect NFPA and/or Authorized Agent and Licensee to abide by the proposed Schedule.
5. Neither NFPA and/or Authorized Agent and Licensee nor CBSC shall be held liable or responsible for any times or dates set out in this publication agreement if such failure to meet that time or date comes about as a result of any strike, unauthorized work stoppage, civil unrest, legal requirement or impediment, storm, fire, flood or other act of God for which NFPA and/or Authorized Agent and Licensee or CBSC is not otherwise responsible.
6. Formatting, layout and other requirements not contained herein for publication of the 2016 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:
  7. Code
  8. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2" by 11" white paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2013 CEC.
  9. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
  10. Each binder volume that has a ring metal greater than 2" shall be equipped with front and back heavy-duty page lifters and, when containing more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.
  11. 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.

12. NFPA and/or Authorized Agent and Licensee will integrate existing 2014 Licensed Property language with California amendments to be reviewed and approved by CBSC. First review and schedule will be agreed upon by the parties.
13. NFPA and/or Authorized Agent and Licensee and CBSC will work out a schedule for completion of the code to ensure publication and its availability on or before July 1, 2016. Attachment C, California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.
14. Index will remain as it appears in the 2014 Licensed Property with California amendments as necessary.
15. Italics shall not be used to identify defined terms.
16. The front of each volume shall contain the following documents. This information will be provided to NFPA and/or Authorized Agent and Licensee by CBSC no later than April 1, 2016:
  17. Cover Art
  18. Preface
  19. Acknowledgement
  20. California Agency Information Contact List
  21. How to Distinguish Between Model Code Language and California Amendments
  22. California language will be in italics or other form as specified by codification.
  23. All chapters will begin on a right hand page.
  24. Running heads will read "2016 California Electrical Code" etc.
  25. State-agency acronyms will be used throughout the 2016 Code.
26. NFPA and/or Authorized Agent and Licensee will submit binder specifications for approval by CBSC.
27. The Matrix Adoption Table will be in the front of each correlating chapter of the 2016 Code and available as a supplement so it can be inserted in the front of each 2016 Code.
28. NFPA and/or Authorized Agent and Licensee shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and Licensee will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
29. A card may be placed in the 2016 Code advertising other NFPA and/or Authorized Agent and Licensee publications.
30. Supplements and Errata
  1. Supplements to the 2016 code shall be printed on 20 lb. light blue paper, seven-hole drilled and be individually shrink-wrapped.

2. Supplements shall be printed to insert by page substitution and contain a publication, effective date and 'Blue' on the bottom of each page.
3. Regular supplements shall be published as needed.
4. Emergency supplements shall be published on an "as needed basis."
5. Errata Sheets shall be printed on 20 lb. buff paper, seven-hole drilled and be individually shrink-wrapped.
6. Errata Sheets shall be printed to insert by page substitution and contain a publication, effective date and 'Buff' on the bottom of each page.
7. The number of the supplements shall be the number of the page where the section and paragraph resides followed by .1, .2, .3 etc.

#### I. Distribution

1. NFPA and/or Authorized Agent and Licensee shall establish a distribution method in consultation with the CBSC.
2. NFPA and/or Authorized Agent and Licensee shall distribute a minimum of 200 complimentary copies of the 2016 Code as per list provided by CBSC on or before July 1, 2016
3. NFPA and/or Authorized Agent and Licensee may wholesale the 2016 Code to other resellers in California.
4. NFPA and/or Authorized Agent and Licensee reserves the right to include advertising material of related support products/services in distribution of the 2016 Code, provided said material is not a part of the official text of the California Electrical Code. Any advertising would be clearly denoted and included as a separate insert.

### **EXHIBIT AB**

#### **PAYMENT AND COMPENSATION PROVISIONS**

- A. **Compensation.** In consideration of the opportunity provided to NFPA and/or Authorized Agent and Licensee by CBSC to make sales of the 2016 Code, no fees, royalties or other payments of any nature shall be required to be paid by CBSC to NFPA and/or Authorized Agent and Licensee with respect to this Agreement or the licenses granted hereunder.
- B. **Sale of Code.** NFPA and/or Authorized Agent and Licensee agrees to furnish the 2016 Code in loose-leaf format on the following basis:

1. NFPA and/or Authorized Agent and Licensee shall make the 2016 Code, described in Exhibit A Paragraphs 5 A 1. and 5 A 2., available to the State, local governmental agencies, and the general public at a price established by NFPA and/or Authorized Agent and Licensee that will entitle the purchaser to receive all 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related Errata sheets from NFPA and/or Authorized Agent and Licensee at no additional charge.
2. Any bookstore or other vendor may purchase the 2016 Code from NFPA and/or Authorized Agent and Licensee for resale and may resell the same at any price which will entitle the purchaser to receive all subsequent 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets from NFPA and/or Authorized Agent and Licensee at no additional charge.
3. NFPA and/or Authorized Agent and Licensee shall provide to CBSC the electronic files of the 2016 Code including all subsequent Supplements and Errata in order that the CBSC may make the 2016 Code available internally on the CBSC intranet or internal network for use solely by CBSC staff. If NFPA and/or Authorized Agent and Licensee develops an enhanced CD with additional features, such as Boolean search capabilities, annotation feature, global search feature or hyperlinking capabilities, NFPA and/or Authorized Agent and Licensee shall also make such enhanced CD available to the CBSC for internal use as provided in this subparagraph.
4. NFPA and/or Authorized Agent and Licensee may include references to NFPA-ES Evaluation Reports and other supplemental support material in any electronic version of the 2016 Code (separate from the actual 2016 Code language). Necessary language will be added to differentiate NFPA and/or Authorized Agent and Licensee materials from the 2016 Code. CBSC reserves the right to review such materials in advance and shall be provided with such materials at least thirty (30) days prior to publication.
5. NFPA and/or Authorized Agent and Licensee may sell the 2016 Code in any formats it so chooses, including but not limited to: print, eBooks, and subscription service.
6. ~~NFPA and/or Authorized Agent and Licensee will send the State a quarterly report, which will itemize all orders processed from the previous quarter. The report will include business name, number of copies ordered, amount charged, date order received and date order shipped. If no orders are processed, the Contractor will send a report indicating no orders were processed. Reports are due by the 15<sup>th</sup> of the month following the end of a quarter. Reports must be mailed to:~~

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<i>CBSC Contract Administrator</i>
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Kevin Day 2525 Natomas Park Drive #130 Sacramento, CA 95833
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- C. **State Code Distribution.** The Library Distribution Act (LDA) established a system to distribute California State agency publications to libraries in order to make such publications widely available to residents of the State of California. During the term of this Agreement, NFPA and/or Authorized Agent and Licensee shall deliver complimentary copies of the 2016 CEC, and automatically, any 2016 CEC Supplements, supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, directly to the Deposit Libraries listed in Attachment A hereto in the quantities set forth therein, and one copy each to the Selective Depository Libraries listed in Attachment B hereto and copies to the State agencies as directed by CBSC. NFPA and/or Authorized Agent and Licensee shall obtain and retain proof of delivery of all materials distributed in accordance with this provision and make copies of such proof of delivery available to CBSC upon written request until one year after termination of this Agreement or be willing to ship additional complimentary copies upon request.
1. NFPA and/or Authorized Agent and Licensee shall deliver up to 30 complimentary copies of the 2016 Code to CBSC and then deliver one complimentary copy for each new Commissioner appointed after June 1, 2016 to CBSC, in addition to the delivery of the original 30 copies until one hundred and eighty (180) days after the Publication of the next edition of 2016 Code. CBSC shall provide NFPA and/or Authorized Agent and Licensee with names and delivery addresses of the current and any new Commissioners as well as notifying NFPA and/or Authorized Agent and Licensee of any terminations.
  2. NFPA and/or Authorized Agent and Licensee shall deliver up to 200 complimentary copies of the 2016 Code, together with any 2016 CEC Supplements, directly to the following state agencies in the quantities specified by CBSC.
- D. **Subscription Service.** In order to ensure that the 2016 CEC purchased from NFPA and/or Authorized Agent and Licensee or any bookstore or other vendor is accurate and up to date, beginning from the time of the initial publication, NFPA and/or Authorized Agent and Licensee shall make available to all purchasers of the 2016 CEC, all 2016 CEC Supplements, all supplements to the 2016 CEC in response to emergency regulations, and all related errata sheets, at no additional cost. NFPA and/or Authorized Agent and Licensee shall provide all purchasers with a subscription registration card which enables them to automatically receive such updates to the 2016 CEC in either print or electronic format, whichever the purchaser chooses. Electronic versions shall clearly distinguish and identify errata and supplement sheets with footer notes on each page as follows: '[Effective date], Supplement, Blue', '[Effective date], Errata, Buff'. Subscription to this service shall result in the subscriber being provided with an entire, up-to-date 2016 Code.
- E. **Funding.** NFPA and/or Authorized Agent and Licensee understands and agrees that under certain provisions of California law, CBSC may not obligate itself by contract to an extent in excess of an amount appropriated therefore by the State Legislature as approved by the Governor.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply

with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40 ), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS :

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## ATTACHMENT A

### Depository Libraries

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

#### Complete Depository Libraries

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

- California State Archives, 1020 O Street, Sacramento, CA 95814
- California State Library, Information Resources and Government Publications, P.O. Box 942837, Sacramento, CA 94237-0001 (IMS: 900 N Street, E-29) **(two copies)**
- California State University, Chico, Merriam Library, Government Publications Dept., Chico, CA 95929-0295
- Fresno County Free Library, Government Publications, 2420 Mariposa St., Fresno, CA 93721-2285
- Library of Congress, Anglo-American Acquisition Division, Government Documents Section, 101 Independence Ave S.E., Washington, D.C., 20540-4172
- Los Angeles Public Library, Serials Division, 630 W. Fifth St., Los Angeles, CA 90071-2002
- Dr. Martin Luther King Jr. Library, Government Publications, San José State University, One Washington Square, San Jose, CA 95192-0008
- San Diego Public Library, Government Publications Unit, 330 Park Blvd., San Diego, CA 92101
- San Diego State University, Malcolm A. Love Library, Government Publications & Maps Division, 5500 Campanile Drive, San Diego, CA 92182-8050
- San Francisco Public Library, Government Information Center, 100 Larkin St., San Francisco, CA 94102
- Green Library, Receiving, Stanford University Libraries, 557 Escondido Mall, Stanford, CA 94305
- University of California, Berkeley, Government Documents Technical Services, 250 Moffitt Library, Berkeley, CA 94720-6000
- University of California, Davis, Shields Library, Government Information and Maps Department, 100 North West Quad, Davis, CA 95616-5292
- University of California, Los Angeles, Charles E. Young Research Library A4510 Government Information, Box 951575, Los Angeles, CA 90095-1575
- University of California, San Diego, Government Documents Unit, 9500 Gilman Drive 0175P, La Jolla, CA 92093-0175

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

## **ATTACHMENT B**

### **Selective Depository Libraries – Page 1 of 4**

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

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

California State University, Stanislaus, Library, Documents Dept., One University Circle, Turlock, CA 95382-0299

California State University, Board of Trustees, Office of Governmental Affairs, CA 915 L Street, Suite 1160, Sacramento, CA 95814

**Law** California Judicial Center Library, 455 Golden Gate Avenue, Room 4617, San Francisco, CA 94102

**Law** California Western School of Law Library, 225 Cedar St., San Diego, CA 92101-3090

Chula Vista Public Library, 365 F Street, Chula Vista, CA 91910

Contra Costa County Library, Documents Section, 1750 Oak Park Boulevard, Pleasant Hill, CA 94523-4497

**Law** Court of Appeal Library, Second Appellate District, 300 S. Spring St., Los Angeles, CA 90013

El Centro Public Library, 1140 N. Imperial Ave., El Centro, CA 92243

Fremont Main Library, 2400 Stevenson Blvd., Fremont, CA 94538-2326

Garden Grove Regional Branch, Orange County Public Library, 11200 Stanford Avenue, Garden Grove, CA 92840

**Law** Golden Gate University Law Library, 536 Mission St., San Francisco, CA 94105

**Law** Hastings College of the Law Library, 200 McAllister St., San Francisco, CA 94102

Honnold/Mudd Library, Government Publications Dept., Claremont Colleges, 800 N. Dartmouth Ave., Claremont, CA 91711-3907

Humboldt County Library, Public Services Division, 1313 Third Street, Eureka, CA 95501-0533

Humboldt State University, Government Documents Section, 1 Harpst Street, Arcata, CA 95521

Inglewood Public Library, 101 West Manchester Boulevard, Inglewood, CA 90301-1771

**Law** Kern County Law Library, 1415 Truxtun, Room 301, Bakersfield, CA 93301

Kern County Library, California Documents Dept., 701 Truxtun Avenue, Bakersfield, CA 93301-4517

**Law** Kings County Law Library, 1400 West Lacey Boulevard, Hanford, CA 93230

Long Beach Public Library, 101 Pacific Avenue, Long Beach, CA 90822-1097

**Law** Los Angeles County Law Library, 301 W. First St., Los Angeles, CA 90012-3100

County of Los Angeles Public Library, Lancaster Library, 601 W. Lancaster Blvd., Lancaster, CA 93534

County of Los Angeles Public Library, Norwalk Library, 12350 Imperial Highway, Norwalk, CA 90650

**Law** McGeorge School of Law, Library, Documents Dept., 3282 Fifth Ave., Sacramento, CA 95817

Monterey County Free Libraries, Seaside Branch Library, 550 Harcourt Avenue, Seaside, CA 93955

Napa City-County Library, 580 Coombs Street, Napa, CA 94559-3340

Oakland Public Library, 125 Fourteenth St., Oakland, CA 94612

**Law** Orange County Public Law Library, 515 N. Flower, Santa Ana, CA 92703-2354

Pasadena Public Library, 285 East Walnut Street, Pasadena, CA 91101-1556

Redding Library, Attn. Government Documents, 1100 Parkview Ave., Redding, CA 96001

Redwood City Public Library, Documents, 1044 Middlefield Road, Redwood City, CA 94063-1868

Richmond Public Library, Government Documents Dept., 325 Civic Center Plaza, Richmond, CA 94804

**Law** Riverside County Law Library, 3989 Lemon St., Riverside, CA 92501-4203

**Law** Sacramento County Public Law Library, 609 Ninth St., Sacramento, CA 95814

Sacramento Public Library, Central Library-Reference Department, 828 I Street, Sacramento, CA 95814-2508

- Law** San Bernardino County Law Library, 402 North "D" Street, San Bernardino, CA 92401  
San Bernardino Public Library, Documents, 555 W. Sixth St., San Bernardino, CA 92410  
San Bernardino Valley College Library, 701 South Mt. Vernon Avenue, San Bernardino, CA 92410
- Law** San Diego County Law Library, 1105 Front St., San Diego, CA 92101-3999  
San Francisco State University, Government Publications Dept., J. Paul Leonard Library, 1630 Holloway Ave., San Francisco 94132-4030
- Law** San Joaquin County Law Library, Kress Legal Center, 1st floor, 20 N. Sutter St., Stockton, CA 95202  
San Luis Obispo City-County Library, P.O. Box 8107, San Luis Obispo, CA 93403
- Law** San Luis Obispo County Law Library, 1050 Monterey St., Room 125, San Luis Obispo, CA 93408
- Law** San Mateo County Law Library, 710 Hamilton St., Redwood City, CA 94063  
San Mateo Public Library, 55 West Third Avenue, San Mateo, CA 94402-1592
- Law** Santa Barbara County Law Library, Courthouse, 1100 Anacapa St., Second Floor, Santa Barbara, CA 93101  
Santa Barbara Public Library, P.O. Box 1019, Santa Barbara, CA 93102-1019
- Law** Santa Clara County Law Library, 360 N. First St., San Jose, CA 95113-1004  
Santa Clara University, Government Documents Dept., Michel Orradre Library, 500 El Camino Real, Santa Clara, CA 95053-0500
- Law** Santa Cruz County Law Library, 701 Ocean St., Rm. 070, Santa Cruz, CA 95060  
Santa Cruz Public Library, Documents Section, 224 Church Street, Santa Cruz, CA 95060  
Santa Maria Public Library, Reference Dept., 421 S. McClelland, Santa Maria, CA 93454  
Santa Monica Public Library, 601 Santa Monica Blvd., Santa Monica, CA 90401
- Law** Sonoma County Law Library, 2604 Ventura Ave., Santa Rosa, CA 95403  
Sonoma County Library, 211 E Street, Santa Rosa, CA 95404
- Law** Southwestern University School of Law Library, Government Documents, 3050 Wilshire Blvd., Los Angeles, CA 90010-1106
- Law** Stanford University, Law Library, 559 Nathan Abbott Way, Stanford, CA 94305-8612  
Stanislaus County Free Library, 1500 I Street, Modesto, CA 95354-1166  
Stockton-San Joaquin County Public Library, 605 North El Dorado Street, Stockton, CA 95202  
Thousand Oaks Library, Technical Services Dept., 2331 Borchard Rd., Newbury Park, CA 91320
- Law** University of California, Berkeley, Law Library, Boalt Hall, Berkeley, CA 94720-7210
- Law** Law Library Documents Dept., University of California, 400 Mrak Hall Drive, Davis, CA 95616-5203  
University of California, Irvine Libraries, Government Information Department, Building 520, Ayala Science Library Receiving Dock, Irvine, CA 92697
- Law** University of California, Los Angeles, Law Library, 1106 Law Building., 405 Hilgard Ave., Los Angeles, CA 90095-1458  
University of California, Riverside, Rivera Library, Government Publications, P.O. Box 5900, Riverside, CA 92517-5900  
University of California, Santa Cruz, University Library, Government Publications, 1156 High Street, Santa Cruz, CA 95064
- Law** University of La Verne College of Law Library, 320 East D St., Ontario, CA 91764
- Law** University of San Diego, School of Law Library, 5998 Alcalá Park, San Diego, CA 92110-2492



- Law** University of San Francisco, Zies Law Library, Kendrick Hall, 2130 Fulton St., San Francisco, CA 94117
- Law** University of Southern California, Law Library, 699 Exposition Blvd., Los Angeles, CA 90089-0072  
University of Southern California, Government Documents, Von Kleinsmid Library, 3518 Trousdale Parkway, Los Angeles, CA 90089-0048
- Law** Ventura County Law Library, Courthouse, 800 S. Victoria Ave., Ventura, CA 93009-2020
- Law** Whittier College School of Law, Library, 3333 Harbor Blvd., Costa Mesa, CA 92626

## ATTACHMENT C

### General Terms

- A. CBSC shall submit to NFPA its amended language to the 2014 Licensed Property. Within two (2) weeks of signing this agreement, NFPA shall furnish to CBSC a copy of the initial draft of the 2016 CEC for review by CBSC.
- B. WITHIN four (4) weeks after receipt of the initial draft of the 2016 CEC from NFPA, CBSC shall submit its revisions to the initial draft to NFPA. Within four (4) weeks after receipt of CBSC's revisions to the initial draft, shall make any further modifications and submit to CBSC a second draft.
- C. WITHIN a reasonable time after receipt of the second draft of the 2016 CEC from NFPA, CBSC shall submit its revisions to the second draft to NFPA. Within a reasonable time after receipt of CBSC's revisions to the second draft, NFPA shall make any further modifications and submit to CBSC a final draft.
- D. NFPA Licensee shall thereafter publish and make available for sale to the State of California, and to the general public, copies of the 2016 CEC. If CBSC promptly delivers to NFPA the submissions from CBSC as set forth in paragraphs above, NFPA shall ensure that the 2016 CEC is available for sale within thirty-five (35) days of receipt from CBSC of fully proofed and approved final text in either electronic format or camera ready copy.

31. and Licensee or CBSC is not otherwise responsible.

- J. Formatting, layout and other requirements not contained herein for publication of the 2016 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:

1. Code

- a. A "pre-assembled code" numbered consecutively, printed on 20 lb. or 24 lb. stock (depending on page count), 84 or higher brightness, 8-1/2" by 11" white paper in a seven-hole loose-leaf format configuration – the same configuration as that used for the 2013 CEC.
- b. The black body copy font shall be 10 pt. Times Roman with bold section numbers. Headings shall be 10 pt. Helvetica bold.
- c. Each binder volume that has a ring metal greater than 2" shall be equipped with front and back heavy-duty page lifters and, when containing more than one Part of Title 24, a heavy-weight reinforced tab divider shall be included.
- d. Volume binders shall conform to the design and colors selected by CBSC and sized appropriately for the contents which shall be shrink wrapped to ensure completeness.

- e. NFPA and/or Authorized Agent and LicenseeNFPA will integrate existing 2014 Licensed Property language with California amendments to be reviewed and approved by CBSC. First review and schedule will be agreed upon by the parties.
  - f. NFPA and/or Authorized Agent and LicenseeNFPA and CBSC will work out a schedule for completion of the code to ensure publication and its availability on or before July 1, 2016. Attachment C, California Triennial Code Adoption Cycle Schedule will be used as the basis for developing this schedule.
2. Index will remain as it appears in the 2014 Licensed Property with California amendments as necessary.
  3. Italics shall not be used to identify defined terms.
  4. The front of each volume shall contain the following documents. This information will be provided to NFPA and/or Authorized Agent and LicenseeNFPA by CBSC no later than April 1, 2016:
    - a. Cover Art
    - b. Preface
    - c. Acknowledgement
    - d. California Agency Information Contact List
    - e. How to Distinguish Between Model Code Language and California Amendments
  5. California language will be in italics or other form as specified by codification.
  6. All chapters will begin on a right hand page.
  7. Running heads will read "2016 California Electrical Code" etc.
  8. State-agency acronyms will be used throughout the 2016 Code.
  9. NFPA and/or Authorized Agent and LicenseeNFPA will submit binder specifications for approval by CBSC.
  10. The Matrix Adoption Table will be in the front of each correlating chapter of the 2016 Code and available as a supplement so it can be inserted in the front of each 2016 Code.
  11. NFPA and/or Authorized Agent and LicenseeNFPA shall supply a postage-paid return card for each purchaser to apply for complimentary automatic receipt of all supplements and errata sheets. NFPA and/or Authorized Agent and LicenseeNFPA will maintain the mailing list, and print, mail and verify delivery of supplements and errata sheets.
  12. A card may be placed in the 2016 Code advertising other NFPA and/or Authorized Agent and LicenseeNFPA publications.
2. Supplements to the 2016 code shall be printed on 20 lb. light blue paper, seven-hole drilled and be individually shrink-wrapped.

3. Supplements shall be printed to insert by page substitution and contain a publication, effective date and 'Blue' on the bottom of each page.
4. Regular supplements shall be published as needed.
5. Emergency supplements shall be published on an "as needed basis."
6. Errata Sheets shall be printed on 20 lb. buff paper, seven-hole drilled and be individually shrink-wrapped.
7. Errata Sheets shall be printed to insert by page substitution and contain a publication, effective date and 'Buff' on the bottom of each page.
8. The number of the supplements shall be the number of the page where the section and paragraph resides followed by .1, .2, .3 etc.

### **ATTACHMENT C**

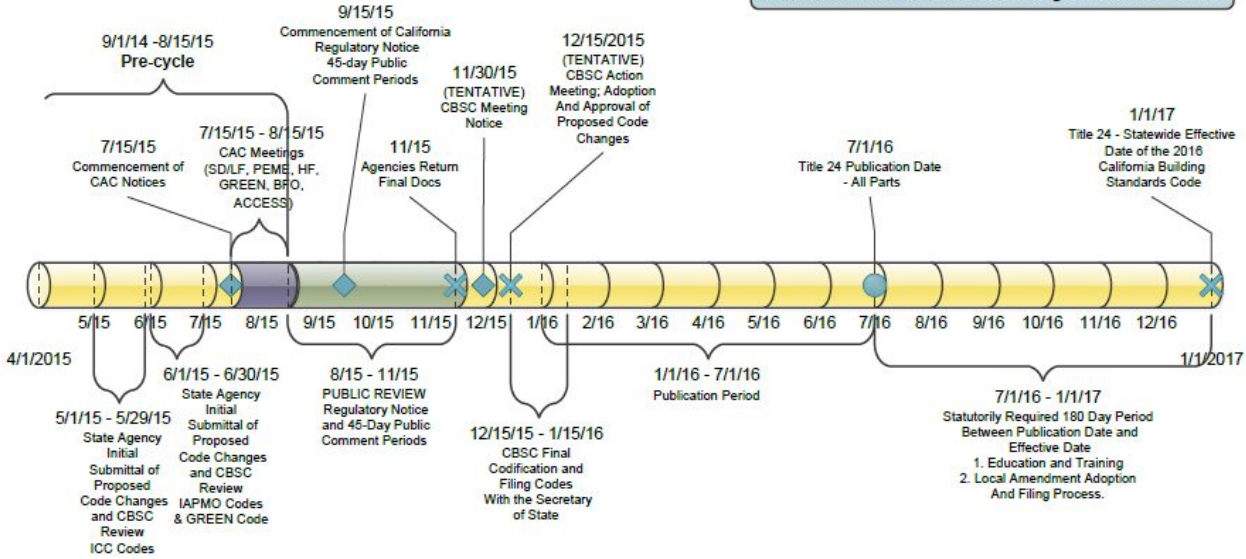
#### **2016 Intervening Code Adoption Cycle Timeline –**

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January 1, 2017 Effective Date

# 2015 Triennial Code Adoption Cycle

For the 2016 California Building Standards Code



**CAC Committees:**

- SDLF – Structural Design/ Lateral Forces
- PEME – Plumbing, Electrical, Mechanical & Energy
- HF – Health Facilities
- GREEN – Green Building
- BFO – Building, Fire & Other
- ACCESS – Accessibility

\* All dates are subject to change