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CLARK COUNTY
PROPOSED AMENDMENTS TO SENATE BILL NO. 241

RED - Delete

Blue - Add

Sec. 5. *"Building inspector" means an inspector who is*
2-15 *employed by a governmental entity and who has the authority to*
2-16 2-16 *approve ~~or certify~~ any construction project.*

3-9 *Sec. 24. 1. A contractor, subcontractor, supplier or design*
5-9 *professional is not liable for any design, construction,*
5-10 *manufacturing, alteration, improvement, repair or landscaping*
5-11 *that:*

5-12 *(a) Is functioning as intended and was completed in*
5-13 *compliance with the provisions of the applicable building codes in*
5-14 *effect when it was completed; or*

5-15 *(b) Is not the proximate cause of any damage or injury.*

5-16 *2. For the purposes of this section, the approval of any*
5-17 *design, construction, manufacturing, alteration, improvement,*
5-18 *repair or landscaping by a building inspector is prima facie*
5-19 *evidence that the design, construction, manufacturing, alteration,*
5-20 *improvement, repair or landscaping was completed in substantial*
compliance

5-21 *with the provisions of the applicable building codes in effect when*
5-22 *it was completed.*

Sec. 35. 1. *Notwithstanding any other provision of this*
13-30 *chapter, if a claimant sends written notice of a constructional*
13-31 *defect to the contractor for the construction project and the nature*
13-32 *and extent of the constructional defect would lead a reasonable*
13-33 *contractor to believe that the constructional defect creates an*
13-34 *imminent threat to the health or safety of the inhabitants of the*
13-35 *residence, the contractor is required to repair the constructional*

ASSEMBLY JUDICIARY

DATE: 5-8-03 ROOM 3138 EXHIBIT X

SUBMITTED BY: Ronald Lynn

X-1083

13-36 *defect as soon as reasonably practicable. The contractor must:*
13-37 *(a) Either perform the repairs, but only if he is properly*
13-38 *licensed, bonded and insured to perform the repairs, or have the*
13-39 *repairs performed by a properly licensed, bonded and insured*
13-40 *contractor or subcontractor; and*
13-41 *(b) Ensure that all contractors, subcontractors and suppliers*
13-42 *are paid for any labor performed or materials furnished for the*
13-43 *repairs so that there are no mechanics' and materialmen's liens*
13-44 *filed against the residence and its appurtenances pursuant to NRS*

X-273

14-1 108.221 to 108.246, inclusive, and indemnify the claimant against
14-2 all such liens.

14-3 2. If the contractor does not repair the constructional defect
14-4 as soon as reasonably practicable, the claimant may have
14-5 the defect repaired and may bring a cause of action for the
14-6 constructional defect against the contractor to recover:

14-7 (a) The reasonable costs of the repairs;

14-8 (b) Reasonable attorney's fees and costs; and

14-9 (c) Any other damages recoverable under any other law.

14-10 3. If, after a reasonable inspection of the residence, the
14-11 contractor determines, in good faith, that the constructional defect
14-12 does not create an imminent threat to the health or safety of the
14-13 inhabitants of the residence, the contractor is not subject to the
14-14 provisions of this section unless, after the contractor makes his
14-15 determination, a building inspector certifies determines that the
14-16 constructional defect creates an imminent threat to the health or
14-17 safety of the inhabitants of the residence.

X-383