City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: OSCAR B. GOODMAN, MAYOR (At-Large)
COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

January 5, 2011

Morning Session begins at 9:00 a.m.
Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. INVOCATION – REVEREND MARY BREDLAU, GRACE IN THE DESERT EPISCOPAL CHURCH

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE CITIZEN OF THE MONTH

6. RECOGNITION OF THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT'S CITIZENS ACADEMY

BUSINESS ITEMS - MORNING

7. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

8. Approval of the Final Minutes by reference of the regular City Council meeting of December 1, 2010

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

BUSINESS DEVELOPMENT - CONSENT

9. Approval of a Memorandum of Agreement Between City of Las Vegas, Nevada, and the United States Department of the Interior, Bureau of Land Management, pursuant to House Resolution 146 Section 2603 Nevada Cancer Institute Land Conveyance, for the proposed divestiture and conveyance of approximately 12.23 acres to the City of real property described as the Alta-Hualapai Site, a portion of APN 138-31-101-002 - Ward 2 (Wolfson) [NOTE: This item is related to Council Item 10]

10. Approval of a Memorandum of Understanding between the Nevada Cancer Institute and the City of Las Vegas, pursuant to House Resolution 146 Section 2603 Nevada Cancer Institute Land Conveyance, to set forth terms and conditions for the divestiture and conveyance of 19.23 acres to Nevada Cancer Institute of real property described as the Alta-Hualapai Site and as a portion of APN 138-31-101-002 from the Bureau of Land Management - Ward 2 (Wolfson) [NOTE: This item is related to Council Item 9]

CITY CLERK - CONSENT

11. Approval of the Proclamation and Order declaring the 2011 City of Las Vegas Municipal Election - All Wards

12. Approval of the report on the selection of permanent and temporary polling locations for Early Voting during the 2011 City of Las Vegas Municipal Election - All Wards

FIELD OPERATIONS - CONSENT

13. Approval of a First Amendment to Disposition and Development Agreement between the City of Las Vegas and The International Church of Las Vegas for the development of a portion of the property located at Cliff Shadows Parkway and Novat Street, APNs 137-12-401-001 and 137-12-401-040 - Ward 4 (Anthony)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

14. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

15. Approval to allocate $100,000 of 1% Room Tax funding within the Public Works Capital Project Fund (CPF) to the Rampart Median Improvement project located on Rampart Boulevard from Lake Mead Boulevard to Cheyenne Avenue - Ward 4 (Anthony)

16. Approval to allocate $1,000,000 of 5 Cent Ad Valorem Tax funding within the City Facilities Capital Project Fund (CPF) to the Atrium Building renovation project located at 333 North Rancho Drive - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

17. Approval of a Special Event Alcoholic Beverage License for Downtown Vintage Guitars LLC, Location: 1106 South Third Street, Dates: January 7, 8, 21, 22, 28, and 29, 2011, Type: Special Event General, Event: Social Event, Responsible Person in Charge: Alicia Carter - Ward 3 (Reese)

18. Approval of a Special Event Alcoholic Beverage License for R2K Enterprises LLC, dba R2K Studio, Location: 1201 South Commerce Street, Dates: January 7 and February 4, 2011, Type: Special Event General, Event: First Friday Event, Responsible Person in Charge: Chesley Owen - Ward 3 (Reese)

19. Approval of a Supper Club License for a Change of Ownership and Change of Business Name, From: Z'Tejas Peccole Ranch (Non-operational), To: Firefly Westside LLC, dba Firefly Tapas Kitchen and Bar, 9560 West Sahara Avenue, John Simmons, Managing Mmbr - Ward 2 (Wolfson)

20. Approval of a new Alcoholic Beverage Caterer License, Hennessey's Las Vegas, Inc., dba Hennessey's Tavern, 425 Fremont Street, Suite 110, Paul Hennessey, Pres, 100% - Ward 3 (Reese)

21. Approval of an extension of a Temporary Massage Establishment License, Gladys Jacks, dba G & S Salon, 9330 Sun City Boulevard, Suites 101 and 102, Gladys R. Jacks, Owner, 100% - Ward 4 (Anthony) [NOTE: This is an ancillary license to an existing salon - G & S Salon]

22. Approval of an extension of a Temporary Massage Establishment License, Phoenix Physical Therapy and Longevity Center, Inc., dba Phoenix Physical Therapy and Longevity Center, 950 South Durango Drive, Suite 120, Alina Kaufman, Pres, Dir and Eugene Kaufman, Secy, Treas - Ward 2 (Wolfson)

23. Approval of an extension of a Temporary Massage Establishment License, Qiangguo Hu, dba Ruby Massage & Spa, 2600 West Sahara Avenue, Suite 115, Qiangguo Hu, Owner, 100% - Ward 1 (Tarkanian)

24. Approval of an extension of a Temporary Class II Secondhand Dealer License, Angela & Jonathan Hovda, dba From Diapers to Dorms, 7501 North Cimarron Drive, Suite 106, Angela Hovda, Owner, 100% jointly with spouse and Jonathan Hovda, Owner, 100% jointly with spouse - Ward 6 (Ross)

25. Approval of a Special Event Alcoholic Beverage License for City of Las Vegas, Cultural Affairs, Location: Historical 5th Street School, 401 South 4th Street, Date: January 12, 2011, Type: Special Event Beer/Wine, Event: Decade Art Exhibit, Responsible Person in Charge: Erin Stellmon - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

26. Approval of award of Bid No. 110048-LD, Purchase of Digester Cleaning Equipment located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: ENVIRONMENTAL SYSTEMS & COMPOSITES, INC. ($865,500 - Sanitation Enterprise Fund) - County

27. Approval of award of Agreement No. 110114-DC, Construction Manager as Agent Services for Gowan Outfall - Lone Mountain Branch located at Rainbow Boulevard to Lone Mountain Road and the intersection of Lone Mountain Road and Decatur Boulevard - Department of Public Works - Award recommended to: POST, BUCKLEY, SCHUH & JERNIGAN, INC. ($950,000 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

28. Approval of award of Third Amendment to Agreement No. 07-16736, Trail Bridge Package located on the south side of the Las Vegas Wash between Lamb Boulevard and Washington Avenue - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($85,110 - Parks and Leisure Activities Capital Projects Fund) - Wards 1, 3, 4 and 5 (Tarkanian, Reese, Anthony and Barlow)

29. Approval of award of Bid No. 09.15341.14-DC, Rotary Park Renovation located at 1021 Hinson Street and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TAND, INC. ($1,310,300 - Parks and Leisure Activities Capital Projects Fund) - Ward 1 (Tarkanian)

30. Approval of award of Agreement No. 110088-DD, Medtec Ambulances - Department of Fire and Rescue - Award recommended to: MEDTEC AMBULANCE CORPORATION ($1,671,411 - Fire Services Capital Projects Fund)

31. Approval of award of Use Agreement No. 110102-CW, Occupational Health Services authorizing use of the State of Nevada Contract No. 1737, Physical Exams for Public Safety Employees - Department of Human Resources - Award recommended to: GILBERT, ROMICK AND ASSOCIATES OF NEVADA, MD LTD dba ARC HEALTH AND WELLNESS CENTERS ($600,000 - General Fund and Employee Benefits Internal Services Fund)

LEISURE SERVICES - CONSENT

32. Approval of a $95,000 donation to the City of Las Vegas Department of Leisure Services from the Brinley Community School Board for financial assistance for recreational programs - All Wards

PUBLIC WORKS - CONSENT

33. Approval of a Sewer Refunding Agreement (Sewer Trunk Over-Sizing) between the City of Las Vegas and William Lyon Homes, Inc. for an oversized sewer in Jones Boulevard from Guy Avenue to Iron Mountain Road ($63,825 – Sanitation Fund) - Ward 6 (Ross)

34. Approval of Second Supplemental Interlocal Contract LAS01D09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase the design engineering funding in the amount of $200,000 for the design of the Angel Park North - Detention Basin project bounded by Vegas Drive to the north, Venetian Strada to the south, Durango Drive to the east and Rampart Boulevard to the west ($200,000 - Road and Flood Capital Project Fund [CPF]) – Wards 2 and 4 (Wolfson and Anthony)

35. Approval of Sixth Supplemental Interlocal Contract LAS05E03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to June 30, 2012 for the Oakey - Meadows Storm Drain (from Sahara Avenue to Meadows Detention Basin along Valley View Boulevard, Edmond Street and Arville Street) - Ward 1 (Tarkanian)

36. Approval of Third Supplemental Interlocal Contract LAS22B05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to June 30, 2011 for the Las Vegas Wash - Jones Boulevard, Elkhorn Road to Farm Road - Ward 6 (Ross)

37. Approval of Second Supplemental Interlocal Contract LAS22J08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to June 30, 2011 for the Las Vegas Wash - Jones Boulevard, Elkhorn Road to Farm Road - Ward 6 (Ross)

38. Approval for a Grant of Easement and Rights-of-Way from City of Las Vegas to Las Vegas Valley Water District for a portion of Lot 6 of that Commercial Subdivision known as Amended map for Las Vegas Enterprise Park lying within the Northeast Quarter of Southwest Quarter of Section 21, Township 20 South, Ranch 61 East Mount Diablo Meridian located South of Mount Mariah Drive and East of Stella Lake Street - APN 138-21-313-016 - Ward 3 (Reese)

39. Approval of a request to install speed humps on Dorrell Lane between Fort Apache Road and Durango Drive ($10,400 - Traffic Improvements Capital Project Fund [CPF]) - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

40. Report and possible action on the 2011 Federal Legislative Agenda from Ball Janik, LLC, representative Vicki Cram - All Wards

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

41. Discussion and possible action regarding a Review of Conditions for a Package License, Shoshani and Jarjees, dba Family Food II, 1602 H Street, Solar Shoshani, Ptnr, 50% and Thamer Jarjees, Ptnr, 50% - Ward 5 (Barlow)

PUBLIC WORKS - DISCUSSION

42. Discussion and possible action on a request to install speed humps on Black Forest Drive between Pennwood Avenue and Cinderella Lane ($5,200 - Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

43. Discussion and possible action on a request to install speed humps on Cinderella Lane between Black Forest Drive and Arville Street ($7,800 – Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

RESOLUTIONS - DISCUSSION

44. R-75-2010 - ABEYANCE ITEM - Discussion and possible action regarding a Resolution Adopting a Permit and Service Fee Schedule Pertaining to the City's Fire Code

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BOARDS & COMMISSIONS - DISCUSSION

45. REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – Mel Irwin, Term Expires 1/7/2011; William McCurdy, Term Expires 1/21/2011

46. PARK & RECREATION ADVISORY COMMISSION – Brent Blackburn, Term Expiration 1/6/2011

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

47. Bill No. 2010-47 - ABEYANCE ITEM - Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto. Proposed by: Greg Gammon, Chief of Fire and Rescue

48. Bill No. 2010-55 – Eliminates the annual sewer service rate increase otherwise effective in 2011; provides a mechanism by which the City may forgo future annual rate increases; clarifies that owners of residential premises are responsible for sewer service user charges whether or not the premises are occupied; and repeals the sewer service surcharge and regional sewer connection charge pertaining to the Clean Water Coalition and the Regional Systems Conveyance and Operations Program. Sponsored by: Councilman Steven D. Ross

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

49. Bill No. 2010-51 – Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. Sponsored by: Councilman Gary Reese

50. Bill No. 2010-52 – Amends the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category. Sponsored by: Mayor Oscar B. Goodman

51. Bill No. 2010-53 – Updates the Municipal Code provisions regarding the City's Traffic Signal Impact Fee Program. Proposed by: Jorge Cervantes, Director of Public Works

52. Bill No. 2010-54 – Establishes the means of allowing the use "auto sales showroom" in certain commercial and industrial zoning districts. (TXT-39217) Sponsored by: Councilman Steve Wolfson

NEW BILLS - DISCUSSION

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

53. Bill No. 2011-1 – Amends the Downtown Centennial Plan to include updated highway-related information and to allow a number of additional uses within the district known as "18b The Las Vegas Arts District." (TXT-39836) Sponsored by: Mayor Oscar B. Goodman

54. Bill No. 2011-2 – Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. Proposed by: Bradford R. Jerbic, City Attorney and Councilman Gary Reese

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

55. Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

PLANNING & DEVELOPMENT

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

PLANNING & DEVELOPMENT - DISCUSSION

56. EOT-40305 - EXTENSION OF TIME - SPECIAL USE PERMIT - NON-PUBLIC HEARING - APPLICANT/OWNER: G.L. DRAGON, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-36172) FOR A PROPOSED 7,800 SQUARE-FOOT SUPPER CLUB IN A FORMER SUPPER CLUB at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

57. SUP-38534 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO SUP-38533 - PUBLIC HEARING - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A PROPOSED SECONDHAND DEALER USE (JEWELRY) WITHIN AN EXISTING 750 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED at 1620 South Decatur Boulevard, Suite A (APN 163-01-602-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

58. EOT-40307 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT: BECKER GAMING GROUP - OWNER: ALTA DECATUR, LLC - Request for an Extension of Time of a Non-Conforming Use for a Tavern at 465 South Decatur Boulevard (APN 139-31-221-005), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

59. SDR-40146 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS - Request for a Major Amendment to a previously approved Site Development Plan Review (SDR-26709) FOR A PROPOSED FIVE-LEVEL, 335-SPACE PARKING GARAGE WITH WAIVERS OF THE SYMPHONY PARK PARKING STRUCTURE DESIGN STANDARDS, BUILD-TO LINE STANDARD, REQUIRED RETAIL FRONTAGE STANDARD AND STREETSCAPE STANDARDS on a portion of 5.10 acres at the northeast corner of Clark Avenue and Promenade Place (APN 139-33-610-026), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

SET DATE

60. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

61. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

COUNCIL MEMBER RECOGNITION

62. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 5, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 5, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 5, 2011

SUBJECT:
INVOCATION – REVEREND MARY BREDLAU, GRACE IN THE DESERT EPISCOPAL CHURCH

City of Las Vegas Agenda Item No.: **4.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 5, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

City of Las Vegas Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT'S CITIZENS ACADEMY

City of Las Vegas

Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of December 1, 2010

City of Las Vegas Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Memorandum of Agreement Between City of Las Vegas, Nevada, and the United States Department of the Interior, Bureau of Land Management, pursuant to House Resolution 146 Section 2603 Nevada Cancer Institute Land Conveyance, for the proposed divestiture and conveyance of approximately 12.23 acres to the City of real property described as the Alta-Hualapai Site, a portion of APN 138-31-101-002 - Ward 2 (Wolfson) [NOTE: This item is related to Council Item 10]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City of Las Vegas, the Nevada Cancer Institute, and the Bureau of Land Management (BLM), per HR 146 Section 2603 Nevada Cancer Institute Land Conveyance, has worked jointly to relinquish a portion of the BLM Patent on land commonly known as the Alta-Hualapai Site. The Memorandum of Agreement between the City and BLM will set forth the terms and conditions to whereby BLM will convey ownership of approximately 12.23 acres to the City, which will be available to develop ancillary medical or nonprofit uses compatible with the mission of the Nevada Cancer Institute.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Memorandum of Agreement
2. Quitclaim Deed
3. Site Map

Memorandum of Agreement
Between
City of Las Vegas, Nevada
and
United States Department of the Interior,
Bureau of Land Management

This Memorandum of Agreement ("MOA" or "Agreement") is made and entered into this _____ day of January, 2011 by and between the City of Las Vegas (City), a municipal corporation and political subdivision of the State of Nevada, and the United States, by and through the Department of the Interior, Bureau of Land Management (BLM), acting pursuant to the Federal Land Policy and Management Act of 1976 (FLPMA) 43 U.S.C. §§1713 and 1719, respectively, as amended, and the Omnibus Public Land Management Act of 2009, Public Law 111-011, Section 2603 – Nevada Cancer Institute Land Conveyance (NCILC), and pursuant to Section 4(e)(1) of the Southern Nevada Public Land Management Act of 1998 (SNPLMA), Public Law 105-263, 112 Stat. 2345 and all other applicable Federal and State laws, rules, and regulations.

WHEREAS, in 2009, Congress passed the Omnibus Public Land Management Act (P.L.111-011), containing Section 2603 – Nevada Cancer Institute Land Conveyance. NCILC Sec. 2603(b)(1) and (2) provides for the survey and relinquishment by the City of all or part of a parcel of land called the Alta-Hualapai Site (herein after called the "Site"). This Site is the approximate eighty (80) acres of land patented to the City in March 15, 1963 through patent #1231300, and which is identified on the map titled "Nevada Cancer Institute Expansion Act" dated July 17, 2006. This patent was granted pursuant to the Act of June 14, 1925 (commonly known as the "Recreation and Public Purposes Act" (43 U.S.C. 869 et seq.)); and

WHEREAS, NCILC – Sec. 2603(b)(2) further provides that the Secretary of the Interior (Secretary) may accept the City's relinquishment of all or part of the Alta-Hualapi Site; and Sec. 2603(b)(3) directs that after the Secretary accepts the City's proposed relinquishment, the Secretary is to convey, without consideration and subject to all valid existing rights, that portion of the relinquished Alta-Hualapai Site to the Nevada Cancer Institute (Institute) that is necessary for the development of a nonprofit cancer institute. Such conveyance is to occur not later than 180 days after the request of the Institute; and

WHEREAS, NCILC – Sec. 2603(b)(4) directs the Secretary, to convey to the City, without consideration and subject to all valid existing rights, any remaining portion of the relinquished Alta-Hualapai Site necessary for ancillary medical or nonprofit use compatible with the mission of the Institute. This conveyance is to occur not later than 180 days after request from the City; and

WHEREAS, on July 19, 2010, the City submitted its request to the BLM of the proposed Alta-Hualapai Site R&PP patented lands it wished to relinquish to the United States. Within the City's request, the City identified the relinquished parcels meant for conveyance by the United States to the Institute as directed under NCILC – Sec. 2603(b)(3), and for purposes of this MOA, the relinquished parcel meant for conveyance by the United States to the City as provided under NCILC – Sec. 2603(b)(4). The relinquished parcel meant for conveyance to the City was identified as "Parcel Two" and consists of a +/- 12.23 acre parcel of land, as further described and shown in a survey prepared by the City surveyor and reviewed by BLM Cadastral Survey. Parcel Two is identified and shown on the survey map dated November 15, 2010, attached at Exhibit B; and

WHEREAS, NCILC – Sec. 2603(b)(5) provides that after conveyance of Parcel Two to the City, the City may convey any portion or portions of the land for purposes of ancillary medical or nonprofit use compatible with the mission of the Insitute, and such conveyance shall be for not less than fair market value (FMV); and

WHEREAS, NCILC – Sec. 2603(b)(5) further provides that, if the City conveys any portion of Parcel Two of the Alta-Hualapai Site, the gross proceeds from any such conveyance by the City shall be distributed in accordance with section 4(e)(1) of the SNPLMA ("SNPLMA special account");

WHEREAS, NCILC – Sec. 2603(d) provides that if any parcel of land conveyed pursuant to the NCILC ceases to be used for the purposes specified in the NCILC shall, at the discretion of the Secretary, revert to the United States along with any improvement thereon or thereto.

WHEREAS, the Parties wish to memorialize their understanding and agreement as to the methods and procedures to be used to account for the City's conyeances involving Parcel Two of the Alta-Hualapai Site and to provide for payment of gross proceeds in accordance with SNPLMA section 4(e)(1).

NOW, THEREFORE, it is agreed as follows:

I. Definitions:

A. "Agreement" or "MOA" means this Memorandum of Agreement, together with all attachments, duly and fully executed modifications, amendments or supplements.

B. "BLM" means the United States Department of the Interior, Bureau of Land Management.

C. "City" means the City of Las Vegas, a political subdivision of the State of Nevada.

D. "Convey" means the sale of the City's property interest in Parcel Two to another party(ies) as evidenced by a written instrument (i.e., deed). The conveyancing instruments should specify the terms, conditions, and convenants attached to the property, such as the right of reversion held by the United States. The term "convey" or "conveyance" is not meant to include any other type of transfer of property interest by the City, such as leases, easements, rights-of-ways, or licenses.

E. "Fair Market Value" or "FMV" means the amount in terms of money for which in all probability a property would be sold if exposed for sale in the open market by a seller who is willing but not obiligated to sell, allowing a reasonable time to find a buyer who is willing but not obigated to buy, both parties having full knowledge of all the uses to which the property is adapted, and for which it is capable of being used.

F. "Fiscal Year" means City of Las Vegas's accounting period, which begins July 1st and ends June 30th.

G. "Fiscal year quarter" means City of Las Vegas's fiscal year divided into four reporting periods. The first quarter is July 1st through September 30th, the second quarter is October 1st through December 31st, the third quarter is January 1st through March 31st and the fourth quarter is April 1st through June 30th.

H. "Institute" means the Nevada Cancer Institute, a nonprofit organization described under section 501(c)(3) of the Internal Revenue Code of 1986, the principal place of business of which is at One Breakthrough Way, Las Vegas, Nevada 89135.

I. "Parcel Two" of the Alta-Hualapai Site, means the +/- 12.23 acre portion of the Alta-Hualapai Site conveyed to the City under Recreation and Public Purposes patent #1231300 and identified as Parcel Two in a land survey completed by the City surveyor, November 15, 2010, and then reviewed by BLM Cadastral, shown on the map at Exhibit B;

J. "Parties" means the BLM and the City.

K. "Secretary" means the Secretary of the Interior, acting through the Director of the Bureau of Land Management.

II. The City and the BLM agree as follows:

A. All conveyances will be made at FMV, as established by an appraisal. Conveyances, as defined in Section 1 D., means to dispose of the real property through a sales transaction. No other types of conveyances are allowed; i.e. lease, exchanges, etc.

B. The City will provide to the BLM an inventory and map of all Assessor Parcel Numbers (APNs) assigned to Parcel Two of the Alta-Hualapai Site as parcels are identified for conveyance. The BLM will use the APNs as the parcel-identifications by which to correlate and track individual parcels within Parcel Two of the Alta-Hualapai Site as each parcel relates to the City's legal descriptions of the parcels as the City subsequently conveys.

The FMV, as used in Section 2603 (b)(5) of NCILC for Parcel Two of the Alta-Hualapai Site parcels, shall be based upon the mandated ancillary medical or compatible nonprofit use of the property, as determined by one or more disinterested, professional real estate appraisers, licensed by the State of Nevada, using *Uniform*

Standards of Professional Appraisal Practice (USPAP). Under no circumstance shall the City convey all or any portion of Parcel Two of the Alta-Hualapai Site for less than the appraised FMV. The licensed appraiser must consider the probability of rezoning the property to the ancillary medical or compatible nonprofit use as part of the highest and best use analysis. All conveyances are to be for cash in US Dollars. No fees of any type may be withheld from the sale proceeds transmitted to the BLM.

C. The phrase "fair market value and the proceeds" as used in Section 2603(b)(5) for Parcel Two of the Alta-Hualapai Site conveyance shall include all monies received by the City as a result of any form of conveyance including the amount that may be above the appraised FMV.

D. REVERSION.

If any parcel within Parcel Two of the Alta-Hualapai Site that is conveyed by the City pursuant to NCILC – Sec. 2603(b)(5) ceases to by used for ancillary medical or nonprofit uses compatible with the mission of the Institute, it shall, at the discretion of the Secretary, revert to the United States.

III. The City Agrees As Follows:

A. REMITTANCE TO BLM. The City agrees to remit to BLM for deposit to the SNPLMA special account by the 30 th day following each fiscal-quarter end (Payment Date), 100 percent of the gross proceeds from all conveyances of the City's Parcel Two of the Alta-Hualapai Site received by the City during that previous fiscal quarter (the Remittance). The BLM will distribute gross proceeds in accordance with section 4(e) of the SNPLMA. City's remittance to the BLM shall be by either

electronic funds transfer or check made payable to the "Bureau of Land Management" and mailed to the Attention: Support Services, BLM Southern Nevada District Office, 4701 N. Torrey Pines Drive, Las Vegas, NV 89130. Arrangements for electronic funds transfer must be made a mininum of two (2) weeks prior to each payment date. For assistance in remitting payment to the BLM, the City shall contact the CBS Customer Service Desk at (303) 236-6795 (sample forms of Fedwire and Fedwire Process are shown in the attached Exhibits D and E, respectively).

B. REMITTANCE REPORTS TO THE BLM. The City agrees to submit to the BLM by the 30th day following each fiscal-quarter end, a report detailing and explaining the remittances to the BLM under Section III, A above (the Remittance Report). The Remittance Report shall itemize all said conveyance transactions (a sample report is shown in the attached Exhibit C) within and pertaining to the City's Parcel Two of the Alta-Hualapai Site , including, conveyance number, parcel-identification (APN), disposal date, acres conveyed, name of grantee, total proceeds, and any other relevant information. The Remittance Report shall be included with the Remittance as outlined in Section A above.

C. CONVEYANCES.

(1) Access to Information. The City agrees to make available to the BLM sufficient information on all conveyances, as the term is construed in Section II. A., above, to identify the affected parcel, the conveyance and the value of the conveyance.

(2) Legal Notices. The City agrees to mail a copy of all legal notices to the BLM regarding conveyances of its Parcel Two of the Alta-Hualapai Site to the

Assistant District Manager, SNPLMA Division, BLM Southern Nevada District Office, 4701 N. Torrey Pines Drive, Las Vegas, NV 89130, for any transactions that occurred during the quarter, by the 30th day following each fiscal quarter end.

D. MAPS.

(1) Quarterly Maps. The City agrees to provide to the BLM, by the 30th day following each fiscal quarter end, together with the quarterly Remittance Report, a map illustrating, to the extent practical, all conveyances that occurred during the previous quarter. If it is impractical for the City to supply said maps to the BLM quarterly, other arrangements may be made between the City and the BLM, provided that such a map is provided to the BLM no less than annually.

(2) Annual Status Maps. In addition to the quarterly maps, the City agrees to provide to the BLM a map, on an annual basis, showing the ownership interests of all lands within Parcel Two of the Alta-Hualapai Site. Such map shall show the ownership interests as of June 30th each year and be submitted to the BLM by July 30th. If the 4th quarterly map provides all of the information required for an annual status map, it shall be accepted as the annual status map.

(3) Mailing Address. Quarterly and annual status maps shall be mailed or otherwise delivered to the Assistant District Manager, SNPLMA Division, BLM Southern Nevada District Office, 4701 N. Torrey Pines Drive, Las Vegas, NV 89130.

E. AUDITS.

The City agrees to make available for review and audit by the BLM, or the BLM's representative, records of all conveyances involving the City's Parcel Two of the Alta-Hualapai Site. The City agrees that all conveyances involving the City's Parcel Two of the Alta-Hualapai Site shall be subject to audit by the BLM at such times and dates that may be further agreed upon by the BLM and the City, provided that the City agrees that the BLM shall have the right to audit the City's Alta-Hualapsi Site conveyances on no less than an annual basis. Audits shall be conducted during regular City business hours and shall minimize any interruption of the day-to-day operation of the City.

IV. The BLM Agrees As Follows:

A. The BLM agrees that it will assist the City, as needed, with any issues that may arise from the transfer of Parcel Two of the Alta-Hualapsi Site from Federal to City ownership.

B. The BLM agrees that it will, in advance, coordinate and cooperate with the City in determining dates and logistics of audits.

C. The BLM agrees that it will make available to the City the audit report and findings and to work with the City to resolve any disputes.

V. It Is Mutually Agreed And Understood By Both Parties That:

A. Responsibilities of Parties - The Parties will handle their own activities and utilize its own resources, including the expenditure of its own funds, in pursuing the

objectives of this MOA. Each party will strive to accomplish its' separate activities and meet its' mandated authorities in a coordinated and mutually beneficial manner. This MOA is not intended to, and does not create, any right, benefit, or trust responsibility.

B. Non-fund Obligation Document - Nothing in this MOA shall obligate any of the Parties to commit or transfer funding, i.e. cost of auditing, reporting, etc. Specific work projects or activities that involve the transfer of funds, services, or property among the Parties will require execution of separate agreements, and be contingent upon the availability of appropriated funds. Such activities will be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

C. Freedom of Information Act (FOIA) - Any information furnished to the Parties under this MOA is subject to the Freedom of Information Act (5 U.S.C. 552) and the Nevada Public Records Act in NRS Chapter 239.

D. MOA Modifications - Modifications within the scope of the MOA shall be made by mutual consent of the Parties by issuance of a written modification, signed and dated by all Parties, prior to any changes being performed.

E. Termination – This Agreement shall continue in force until the completion of all conveyances within Parcel Two of the Alta-Hualapai Site pursuant to Public Law 111-01, Section 2603(b)(5) or until formally terminated by the written consent of all Parties.

VI. Handling Of Future Disputes: The Parties agree that should any conflicts or disagreements arise between the Parties concerning the terms of this Agreement that they will make good faith efforts to resolve such disputes prior to commencing litigation. Such good faith efforts may include seeking arbitration or mediation only with the written consent of the Parties to the conflict or disagreement.

VII. Complete Agreement: This Agreement, including its attached Appendicies, represents the complete understanding of the Parties with respect to the terms of this Agreement and supersedes all inconsistent prior understandings, agreements and disagreements with respect to such terms.

IN WITNESS WHEREOF THE PARTIES AFFIX THEIR SIGNATURES BELOW:

Bureau of Land Management

BY: _____
Ron Wenker, Nevada State Director

Date: _____

City of Las Vegas, Nevada

BY: _____
Oscar B. Goodman, Mayor

Date: _____

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

_____ 12/13/10
Date

Attached Appendices:

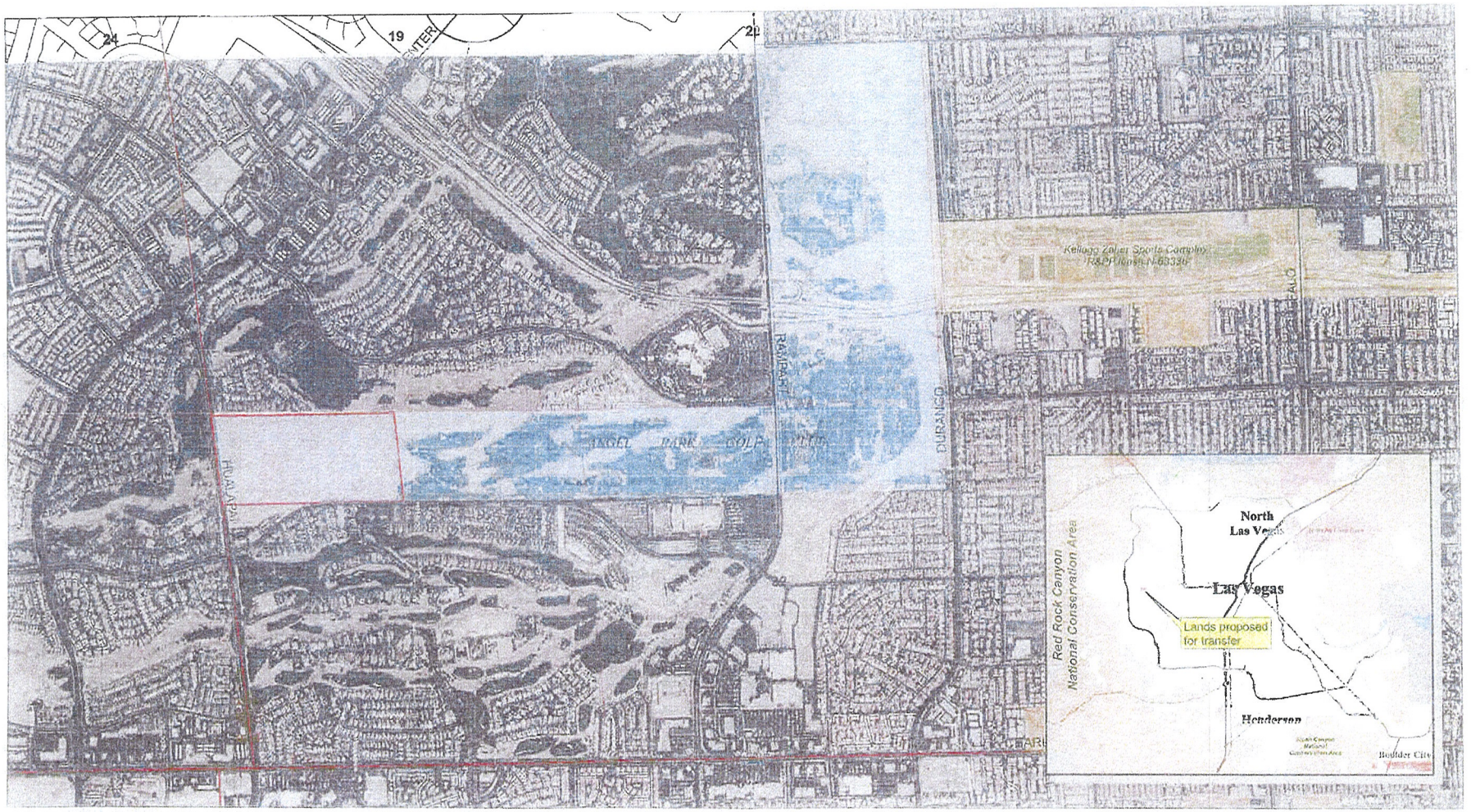
1. Exhibit A: P.L.111-011, Sec.2603 map dtd 7/16/06
2. Exhibit B: City Survey Map dtd 11/22/10.
3. Exhibit C: Sample Quarterly Remittance Report
4. Exhibit D: FEDWIRE.pdf
5. Exhibit E: FEDWIRE_PROCESS.pdf

Exhibit A

Nevada Cancer Institute Expansion Act

July 17, 2006

This map prepared at the request of Senator John Ensign and Congresswoman Shelley Berkley



Private

R&PP patent to the City of Las Vegas
patent nos. 27-98-0031 and 123300

Lands proposed for transfer

Bureau of Land Management

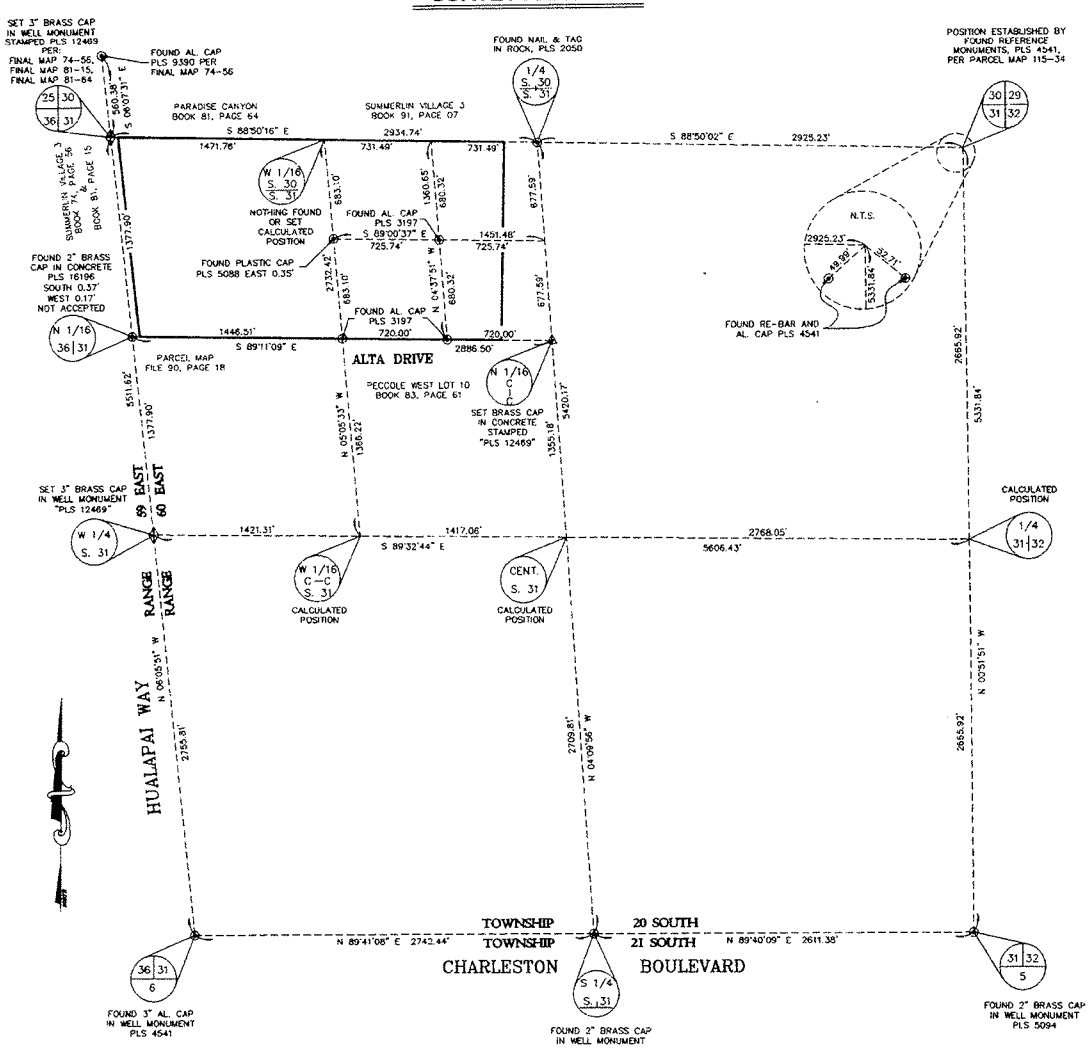
Clark County Park, R&PP lease N-6336-01

N W E S

0 0.5 1 Miles

Exhibit B

SURVEY ANALYSIS



RECORD OF SURVEY
FOR
NEVADA CANCER INSTITUTE
LYING WITHIN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

SURVEYOR'S CERTIFICATE

I, ALAN R. RIEKKI, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEVADA, AS AN AGENT FOR THE CITY OF LAS VEGAS CERTIFY THAT:

1. THIS MAP REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF LAS VEGAS.

2. THE LANDS SURVEYED LIE WITHIN THE SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AND THIS SURVEY WAS COMPLETED ON SEPTEMBER 20, 2010.

3. THIS SURVEY COMPLIES WITH THE APPLICABLE STATE STATUTES AND LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THIS SURVEY WAS COMPLETED.

4. THE MONUMENTS DEPICTED ON THIS MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

5. THIS SURVEY IS NOT A SUBDIVISION AS DEFINED IN THE NEVADA REVISED STATUTES. THE PURPOSE OF THIS SURVEY IS TO DEFINE AREAS WITHIN THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, FOR TRANSFER TO AND FROM THE BUREAU OF LAND MANAGEMENT.

ALAN R. RIEKKI PLS.
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12-31-2011

11-15-10

BASIS OF BEARINGS:

NORTH 06°05'51" WEST BEING THE BEARING OF THE WEST LINE OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, ALSO BEING THE CENTERLINE OF HUALAPAI WAY, AS SHOWN ON THE FINAL MAP OF "THIRD AMENDED MAP OF A PORTION OF SUMMERLIN VILLAGE 3, UNIT NO. 2", RECORDED IN BOOK 81 OF PLATS, PAGE 15, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

RECORDER'S NOTE:

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX NRS 278.5695.

LEGEND

- FOUND MONUMENTS AS NOTED
- SET TYPE I MONUMENT 3" BRASS CAP IN WELL STAMPED "PLS 12469"
- SET TYPE II MONUMENT 2" BRASS CAP IN CONCRETE STAMPED "PLS 12469"
- SECTIONAL LINES
- BOUNDARY LINE

SHEET 1 OF 2

REFERENCE:

FINAL MAPS BOOK	FINAL MAPS PAGE	PARCEL MAPS FILE	PARCEL MAPS PAGE	RECORDS OF SURVEY FILE	RECORDS OF SURVEY PAGE
74	56	63	26	36	89
77	23	82	64	46	75
81	15	83	88	53	03
81	64	90	18	59	26
83	81	115	34	117	48
91	07			169	35

MISCELLANEOUS

AN UNRECORDED A.L.T.A. SURVEY BY "VTN OF NEVADA", DATED 02-12-88

AN UNRECORDED A.L.T.A. SURVEY BY "ALPHA ENGINEERING", DATED 04-26-06

DOC. NO. 20031010:02901
DOC. NO. 0435:0350687 (1983)
DOC. NO. 910430:00922

GRAPHIC SCALE
(IN FEET)
1 inch = 400 ft.

ALAN R. RIEKKI
PROFESSIONAL LAND SURVEYOR AS AN AGENT FOR CITY OF LAS VEGAS
3001 RONEMUS DRIVE
LAS VEGAS, NV 89128
TEL: (702) 229-6217

RECORD OF SURVEY FOR NEVADA CANCER INSTITUTE
LYING WITHIN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

DRAWN BY: HJB
CHECKED BY: ARR
DATE: OCTOBER 2010
FILE NAME: ANGEL PARK CANCER INSTITUTE
ADDRESS: 3001 RONEMUS DRIVE, LAS VEGAS, NV. 89128

NO. 2689
FILED AT THE REQUEST OF CITY OF LAS VEGAS
DATE: 11-15-10 TIME 2:09 PM
FILE 182 PAGE 47
OF SURVEYS
OFFICIAL RECORDS
BOOK NO. 20101115
RECORDS
CLARK COUNTY, NEVADA
DEBBIE CONWAY RECORDER
FEE $31.00 DEPUTY MCH

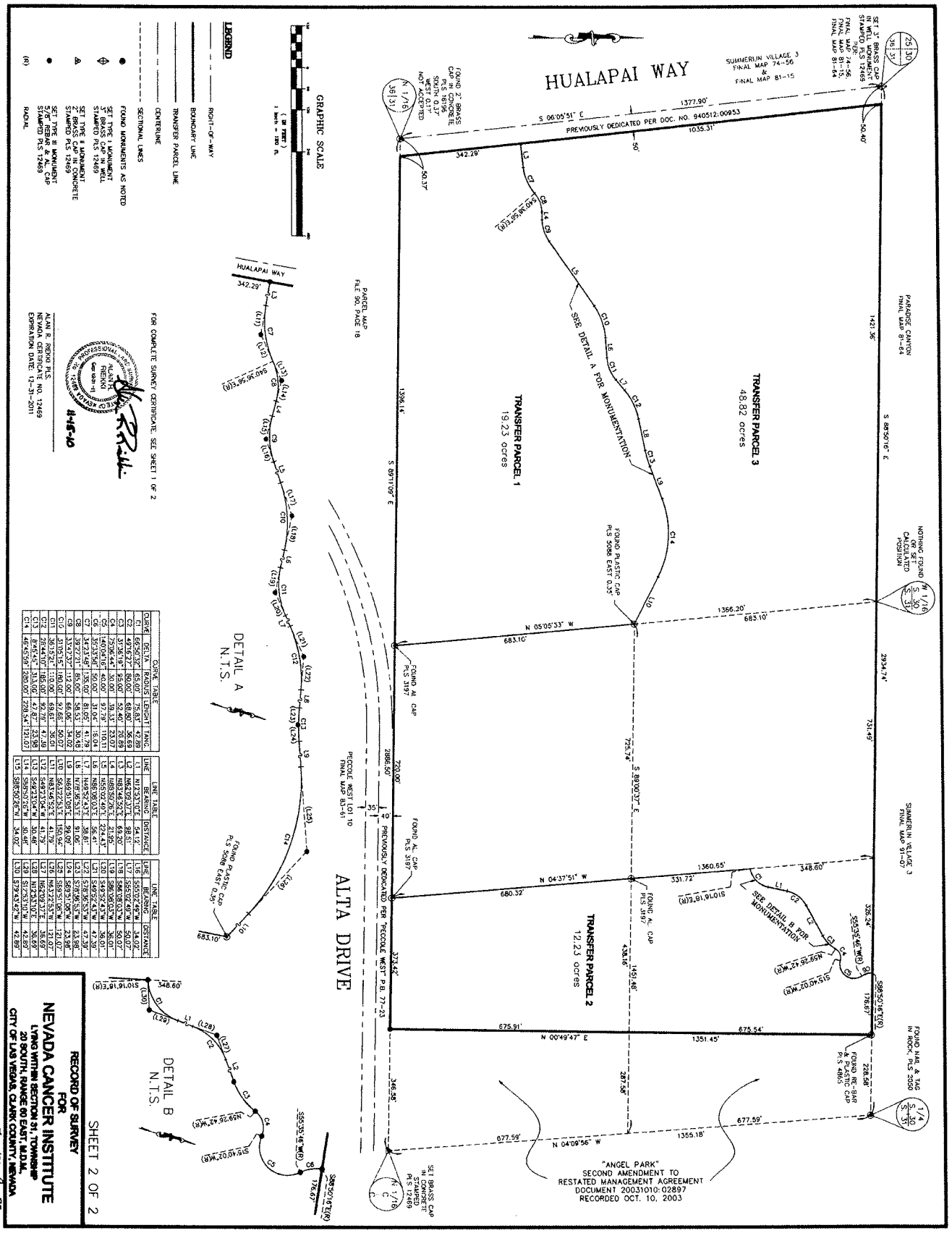

HUALAPAI WAY
SUMMERLIN VILLAGE 3 FINAL MAP 74-56 & FINAL MAP 81-15
PREVIOUSLY DEDICATED PER DOC. NO. 940512:00953
1377.90'
1035.31'
S 06°05'51" E
342.29'
50'
50.40'
50.37'
FOUND 2" BRASS CAP IN CONCRETE PLS 6956 0.37' SOUTH 0.37' WEST NOT ACCEPTED
SEE DETAIL A FOR MONUMENTATION
TRANSFER PARCEL 3
48.82 acres
TRANSFER PARCEL 1
19.23 acres
PARADISE CANYON FINAL MAP 81-54
1421.36'
1396.14'
S 88°50'16" E
S 89°11'09" E
NOTHING FOUND OR SET CALCULATED POSITION
FOUND PLASTIC CAP PLS 5086 EAST 0.35'
1366.20'
683.10'
N 05°05'33" W
683.10'
2934.74'
731.49'
FOUND AL. CAP PLS 3197
725.74'
S 89°00'37" E
720.00'
2886.50'
PECOLE WEST LOT 10 FINAL MAP 83-61
PREVIOUSLY DEDICATED PER "PECOLE WEST" P.B. 77-23
ALTA DRIVE
SUMMERLIN VILLAGE 3 FINAL MAP 91-07
N 04°37'51" W
680.32'
1360.65'
331.72'
348.60'
FOUND AL. CAP PLS 3197
438.16'
1451.48'
TRANSFER PARCEL 2
12.23 acres
SEE DETAIL B FOR MONUMENTATION
S89°50'16"E(R)
328.24'
176.67'
675.91'
675.54'
N 00°49'47" E
1351.45'
287.58'
346.58'
228.58'
FOUND RE-BAR & PLASTIC CAP PLS 14855
FOUND NAIL & TAG IN ROCK, PLS 2358
677.59'
677.59'
N 04°09'56" W
1355.18'
"ANGEL PARK" SECOND AMENDMENT TO RESTATED MANAGEMENT AGREEMENT DOCUMENT 20031010:02897 RECORDED OCT. 10, 2003
SET 1/2" BRASS CAP IN CONCRETE STAMPED PLS 12469
S 1/16 C
N 1/16 C
S 1/4 S 30 S 31
N 1/16 S 30 S 31
S 1/16 S 25 S 30
N 1/16 S 25 S 30
SEE 1" BRASS CAP IN ROCK STAMPED PLS 12469 "ERR" FINAL MAP 74-56, FINAL MAP 81-15, FINAL MAP 81-54
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
LEGEND
RIGHT-OF-WAY
BOUNDARY LINE
TRANSFER PARCEL LINE
CENTERLINE
SECTIONAL LINES
FOUND MONUMENTS AS NOTED
SET TYPE I MONUMENT 3" BRASS CAP IN WELL STAMPED PLS 12469
SET TYPE II MONUMENT 2" BRASS CAP IN CONCRETE STAMPED PLS 12469
SET TYPE III MONUMENT 5/8" REBAR W/ CAP STAMPED PLS 12469
RADIAL
(R)
HUALAPAI WAY
342.29'
PARCEL MAP FILE 90, PAGE 18
DETAIL A N.T.S.
FOUND PLASTIC CAP PLS 5086 EAST 0.35'
683.10'
DETAIL B N.T.S.
348.60'
S89°50'16"E(R)
176.67'
CURVE TABLE
CURVE | DELTA | RADIUS | LENGHT | TANG.
C1 | 66°45'32" | 65.00' | 75.73' | 42.89'
C2 | 51°36'19" | 50.00' | 45.02' | 24.25'
C3 | 7°29'44" | 30.00' | 3.92' | 1.96'
C4 | 140°09'16" | 40.00' | 97.79' | 110.11'
C5 | 3°53'56" | 50.00' | 31.04' | 15.54'
C6 | 34°23'48" | 135.00' | 81.05' | 41.73'
C7 | 33°27'27" | 85.00' | 49.63' | 25.57'
C8 | 33°27'27" | 85.00' | 49.63' | 25.57'
C9 | 37°05'15" | 190.00' | 30.68' | 50.07'
C10 | 38°15'21" | 190.00' | 69.61' | 36.01'
C11 | 38°15'21" | 110.00' | 69.61' | 36.01'
C12 | 20°44'10" | 185.00' | 92.78' | 47.09'
C13 | 8°45'45" | 313.00' | 47.87' | 23.98'
C14 | 46°45'58" | 280.00' | 228.54' | 121.07'
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N12°33'10"E | 54.12'
L2 | N63°34'50"E | 58.50'
L3 | N63°34'50"E | 58.50'
L4 | N85°50'26"E | 21.95'
L5 | N55°09'49"E | 224.43'
L6 | N86°08'03"E | 56.41'
L7 | N49°52'43"E | 38.81'
L8 | N11°18'36"E | 91.06'
L9 | N49°52'43"E | 38.81'
L10 | S63°27'53"E | 150.94'
L11 | N83°46'59"E | 41.79'
L12 | S49°23'04"W | 41.79'
L13 | S49°23'04"W | 30.46'
L14 | S89°50'16"W | 30.46'
L15 | S89°50'16"W | 34.02'
LINE TABLE
LINE | BEARING | DISTANCE
L16 | S89°50'16"W | 34.02'
L17 | S89°50'16"W | 50.07'
L18 | S89°50'16"W | 23.98'
L19 | S86°08'03"W | 36.01'
L20 | S49°52'43"W | 36.01'
L21 | S49°52'43"W | 47.39'
L22 | S28°36'55"W | 47.39'
L23 | S28°36'55"W | 23.98'
L24 | S28°36'55"W | 23.98'
L25 | S63°27'53"E | 23.98'
L26 | N63°27'53"W | 121.07'
L27 | N62°09'31"E | 36.69'
L28 | N12°33'10"E | 36.69'
L29 | S12°33'10"W | 42.89'
L30 | S78°43'42"W | 42.89'
FOR COMPLETE SURVEY CERTIFICATE, SEE SHEET 1 OF 2
ALAN R. RIEKKI PLS
NEVADA CERTIFICATE NO. 12469
EXPIRATION DATE: 12-31-2011
#12469
STATE OF NEVADA
ALAN R. RIEKKI
Cert 12469
PROFESSIONAL LAND SURVEYOR
#12-05
RECORD OF SURVEY
FOR
NEVADA CANCER INSTITUTE
LYING WITHIN SECTION 31, TOWNSHIP
20 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
SHEET 2 OF 2
File 122 pg. 87

Exhibit C

LTA Revenue

Quarterly Remittance Report

2011 -First Quarter

(July 1st - September 30th)

Type of Conveyance	Conveyance No.	Parcel ID/Tax ID	Date	Acres Conveyed	Name of Party	BLM Proceeds
Land Sales:	*(yr-qtr-trans#)*					
	2011-01-001	XX-XXX-XXXXX	xx/x/xxxx	x.xx	ABC Enterprises	$x,xxx,xxx.xx
	2011-01-002	XX-XXX-XXXXX	xx/x/xxxx	x.xx	DEF Enterprises	$x,xxx,xxx.xx
	2011-01-003	XX-XXX-XXXXX	xx/x/xxxx	x.xx	GHI Enterprises	$x,xxx,xxx.xx
Land Sale Proceeds:				**x.xx**		**$xx,xxx,xxx.xx**
Leases:						
Term - 6/30/2020		XX-XXX-XXXXX			JKL Enterprises (2010-02-005)	$x,xxx,xxx.xx
Term - 1/1/2015		XX-XXX-XXXXX			MNO Enterprises (2010-04-005)	$x,xxx,xxx.xx
Term - 12/31/2025	*2011-01-004*	XX-XXX-XXXXX	xx/x/xxxx	x.xx	PQR Enterprises *(NEW)*	$x,xxx,xxx.xx
Lease Proceeds:				**x.xx**		**$xx,xxx,xxx.xx**
Other:						
R&PP	2011-01-005	XX-XXX-XXXXX	xx/x/xxxx	x.xx	City of Henderson Fire Dept *(NEW)*	*N/A*
ROW	2011-01-006	XX-XXX-XXXXX	xx/x/xxxx	x.xx	PQR Enterprises *(NEW)*	$x,xxx,xxx.xx
Other Proceeds:				**x.xx**		**$x,xxx,xxx.xx**
Total This Quarter:		**Acres Conveyed:**		**X.XX**	**Proceeds Remitted:**	**$XXX,XXX,XXX.XX**
Exchanges:						**Appraised Property Value**
Conveyed Parcel		XX-XXX-XXXXX	xx/x/xxxx	x.xx	STU Enterprises	$x,xxx,xxx.xx
Acquired Parcel		XX-XXX-XXXXX	xx/x/xxxx	x.xx	City of Henderson	$x,xxx,xxx.xx
	Acreage Increased (Decreased) - [if any]:			**x.xx**	***Valuation Increase (Decreased) - [if any]:***	**$x.xx**
Balance:						
	Acres Conveyed Previously			xxx.x	Proceeds Remitted Previously	$xxx,xxx,xxx.xx
	Acres Conveyed this Quarter			xx.x	Proceeds Remitted this Quarter	$xx,xxx.xx
	Acres Remaining for Conveyance			**xxx.x**	**Total Proceeds Remitted**	**$xxx,xxx,xxx.xx**

Prepared by:	Name:	_____	**Approved by:**	_____
	Address:	_____		_____
	Phone:	_____		_____
	e-mail:	_____		_____

Exhibit D

Fedwire®

Fedwire: an electronic transfer system developed and maintained by the Federal Reserve System.

Depository institutions use Fedwire mainly to move balances to correspondent banks and to send funds to other institutions on behalf of customers. Transfers on behalf of bank customers include funds used in the purchase or sale of government securities, deposits, and other large, time-sensitive payments. The Treasury and other federal agencies use Fedwire extensively to disburse and collect funds.

All Fedwire transfers are completed on the day they are initiated, generally in a matter of minutes. They are guaranteed to be final by the Fed as soon as the receiving institution is notified of the credit to its account.

The Fedwire Funds Transfer Service operates from 12:30a.m to 6:30p.m. ET. These hours of operation overlap with both the European and Asia/Pacific markets. The Fedwire Securities Transfer Service Operates from 8:30a.m to 3:30p.m ET, Monday through Friday.

How Fedwire Works

In a typical funds transfer, an individual or a business instructs its bank to send a funds transfer The sending bank debits the sender's account and initiates a fedwire funds transfer. The Federal Reserve, in turn, debits the account of the sending bank and credits the account of the receiving bank; the Fed notifies the receiving bank about the transfer. The receiving bank credits the recipient's account and notifies the recipient of the receipt of the funds. The transfer is final when the funds are received. Funds can be used by the recipient immediately thereafter.

FEDWIRE

HOW TO PAY BLM USING FEDWIRE ELECTRONIC TRANSFER SYSTEM

FIELD NAME	REQUIRED INFORMATION
AMOUNT	$9,999,999.99
SENDER REFERENCE	SENDER/CUSTOMER ENTERS: Blm's Bill Number And/Or Blm's Office Code
RECEIVING FINANCIAL INSTITUTION	"021030004" (BLM's ABA#) Treasury NYC
BENEFICIARY INFO	14110008 (BLM's Account No.)
ORIGINATOR TO BENEFICIARY INFO	(Sender enters any additional remarks to further identify the payment. Ex. address)
BLM CONTACT	CBS CUSTOMER SERVICE DESK Phone: (303)-236-6795
TREASURY NYC 401 14th Street SW Washington, DC 20327	
BLM's Tax ID#: 84-0437540	

CHAPTER THREE: COLLECTIONS PROCESS

HOW TO PAY BLM ELECTRONICALLY USING ACH

BLM's ACH Account Number:	**312051**
ACH ABA Number:	**051036706**
BLM's ACH Bank Address:	**051036706** **CASH LINK-ACH RECEIVER** **5700 RIVERTECH COURT** **RIVERDALE MD 20737** **301-887-6600**
BLM's Address:	**Bureau of Land Management** **Building 50, Denver Federal Center** **PO Box 25047** **Denver, CO 80225-0047**
BLM Contact Name:	**CBS Customer Service Desk**
BLM Contact Phone:	**303-236-6795**

HOW TO PAY BLM WITH WIRE TRANSFER

FIELD NAME	**REQUIRED INFORMATION**
AMOUNT	**$9,999,999.99**
SENDER REFERENCE	**(Sender fills this in. BLM's Bill Number and/or BLM's Office Code)**
RECEIVING FINANCIAL INST	**021030004 (BLM's ABA#)** **TREASURY NYC**
BENEFICIARY	**14110008 (BLM's Account No.)**
ORIGINATOR TO BENEFICIARY INFO	**(Sender fills this in. Additional remarks to further identify this payment. Ex. address)**
BLM CONTACT **BLM PHONE**	**CBS Customer Service Desk** **303-236-6795**
TREASURY NYC **401 14th Street SW** **Washington, DC 20327**	(Yes. Treasury NYC is in Washington DC. Go figure.)

BLM's Tax ID#: 84-0437540

APN#: _____

Recorded at the Request of:

_____

_____

_____

When Recorded, Return to:

_____

_____

_____

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this _____ day of January, 2011 by the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City" or "Grantor").

WHEREAS, on March 15, 1963, the United States of America patented and conveyed to the City approximately eighty (80) acres of certain real property as set forth in Patent No. 1231300 (the "Alta-Hualapai Site") pursuant to the purposes under the provisions of the Recreation and Public Purposes Act ("R&PP Act") (43 U.S.C. 869 et seq., as amended); and

WHEREAS, the City desires to relinquish a portion of the Alta-Hualapai Site back to the United States as provided under the terms of Patent No. 1231300, as in compliance with the provisions of the R&PP Act providing for reversion of title to the United States in certain circumstances, and as in compliance with the Omnibus Public Land Management Act (P.L. 111-011) containing the Nevada Cancer Institute Land Conveyance ("NCILC Section 2603 et seq.") which the United States will thereafter convey to the City of Las Vegas for the development of ancillary medical or nonprofit use compatible with the mission of the cancer institute. The Alta-Hualapai Site is shown on that record-of-survey recorded on November 15, 2010, for the following described land: lying within government lot 1 of section 31, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada. .

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, does hereby REMISE, RELEASE, CONVEY, AND QUITCLAIM unto the UNITED STATES OF AMERICA, any or all right, title, claim, and interest in and to the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto, together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2011.

CITY OF LAS VEGAS, NEVADA
"Grantor"

By: _____
Oscar B. Goodman, Mayor

Approved as to form:

_____ 12/13/10
Date

ACKNOWLEDGEMENT

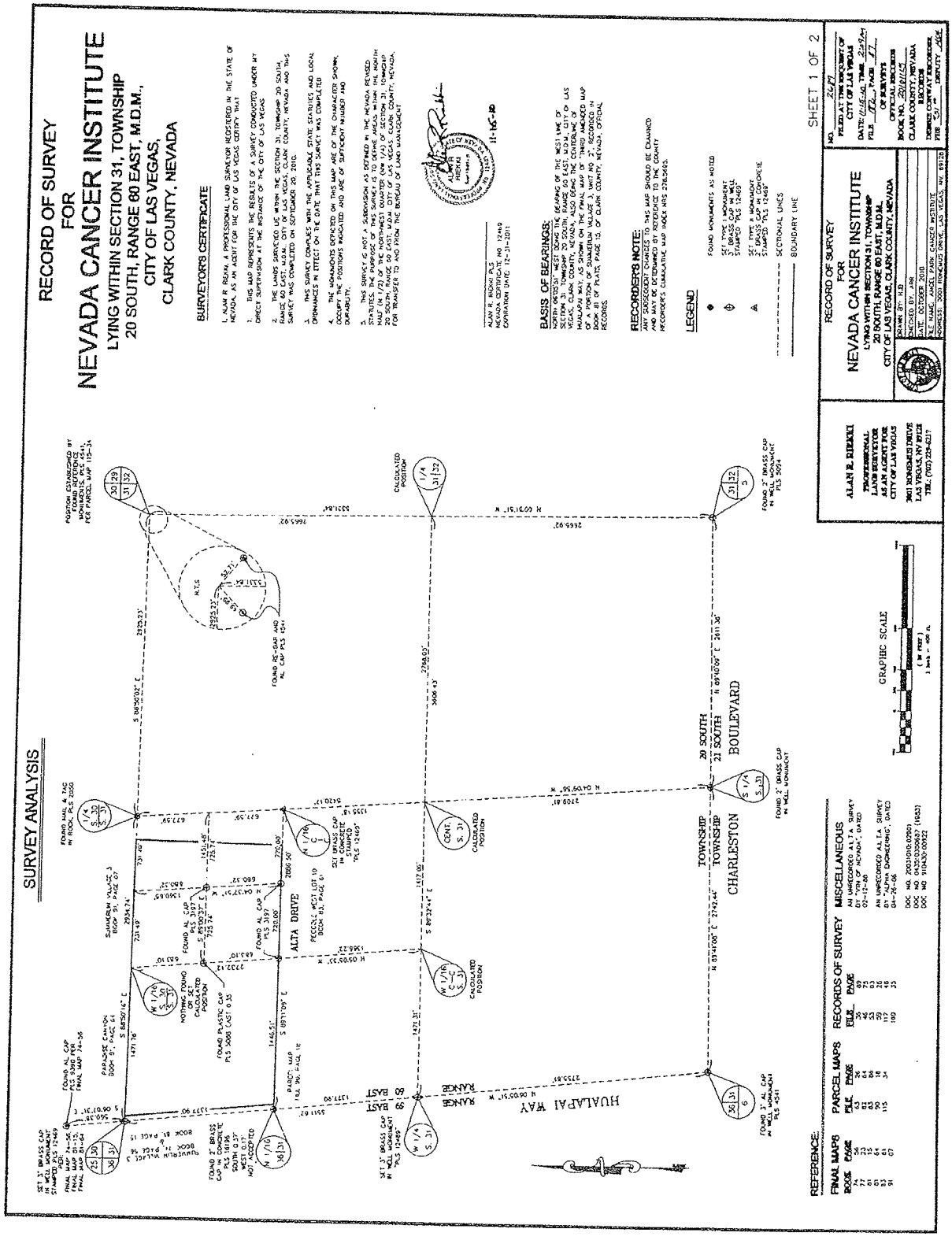
State of Nevada)
) ss.
County of Clark)

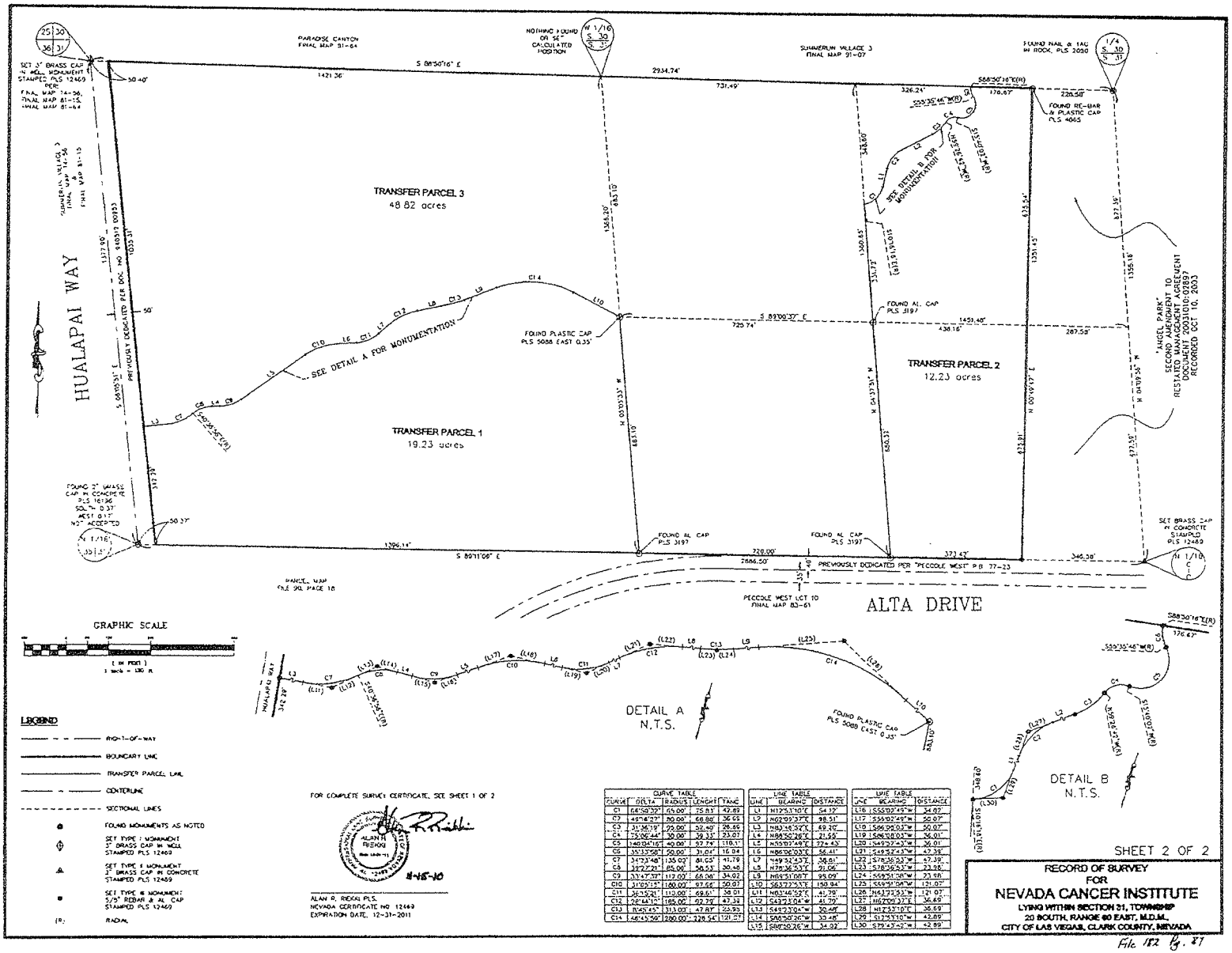
On this ____ day of _____, 2011, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the _____of _____, and he/she acknowledged to me that he/she executed the same for and on behalf of _____ and he/she executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC in and for said County and State

EXHIBIT A


RECORD OF SURVEY
FOR
NEVADA CANCER INSTITUTE
LYING WITHIN SECTION 31, TOWNSHIP
20 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS,
CLARK COUNTY, NEVADA
SURVEYOR'S CERTIFICATE
BASIS OF BEARINGS:
RECORDER'S NOTE:
LEGEND
SURVEY ANALYSIS
REFERENCE:
FINAL MAPS
RECORDS OF SURVEY
MISCELLANEOUS
ALTA DRIVE
HUALAPAI WAY
BOULEVARD
CHARLESTON
TOWNSHIP
RANGE
GRAPHIC SCALE
SHEET 1 OF 2
RECORD OF SURVEY
FOR
NEVADA CANCER INSTITUTE
LYING WITHIN SECTION 31, TOWNSHIP
20 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
ALLAN R. RIEKKI
PROFESSIONAL
LAND SURVEYOR
AS AN AGENT FOR
CITY OF LAS VEGAS
3801 BONANZA DRIVE
LAS VEGAS, NV 89120
TEL: (702) 229-6217
FILED AT THE REQUEST OF
CITY OF LAS VEGAS
OFFICIAL RECORDS
CLARK COUNTY, NEVADA
RECORDED
TERRY COFFEY RECORDER

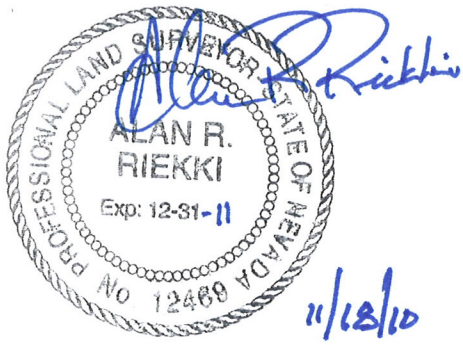


CURVE TABLE				
CURVE	DELTA	RADIUS	LENGHT	TANG
C1	68°59'07"	60.00'	75.83'	42.89
C2	49°14'07"	70.00'	68.86'	36.95
C3	31°36'19"	70.00'	38.60'	19.86
C4	55°06'44"	30.00'	28.85'	15.67
C5	140°04'16"	40.00'	97.79'	118.11
C6	35°33'58"	50.00'	31.04'	16.04
C7	31°23'48"	135.00'	81.05'	41.78
C8	39°27'27"	85.00'	58.53'	30.46
C9	33°47'37"	117.00'	68.98'	34.02
C10	31°05'15"	180.00'	97.66'	50.07
C11	36°15'26"	112.00'	68.61'	35.01
C12	78°54'15"	165.00'	92.79'	47.38
C13	8°45'45"	313.00'	47.87'	23.95
C14	48°45'58"	280.00'	238.54'	127.27

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N12°53'10"E	54.12'
L2	N62°09'37"E	98.51'
L3	N83°48'57"E	69.12'
L4	N86°50'28"E	21.55'
L5	N55°02'49"E	126.43'
L6	N86°08'03"E	56.41'
L7	N49°52'43"E	38.61'
L8	N78°36'53"E	91.06'
L9	N69°51'08"E	98.09'
L10	S63°22'53"E	150.94'
L11	N80°46'52"E	41.79'
L12	S43°23'04"E	41.79'
L13	S49°23'04"E	30.48'
L14	S86°50'26"E	33.48'
L15	S89°39'36"E	34.02'

LINE TABLE		
LINE	BEARING	DISTANCE
L16	S55°02'49"W	34.02'
L17	S55°02'49"W	50.07'
L18	S86°08'03"W	50.00'
L19	S86°50'28"W	34.01'
L20	S49°52'43"W	34.01'
L21	S49°52'43"W	47.39'
L22	S78°36'53"W	47.39'
L23	S78°36'53"W	23.96'
L24	S69°51'08"W	23.98'
L25	S69°51'08"W	121.07'
L26	N63°27'53"W	121.07'
L27	N63°27'53"W	36.69'
L28	N12°53'10"E	36.69'
L29	S12°53'10"W	42.89'
L30	S78°36'53"W	42.89'

File 182 fg. 87



11/18/10

NVCI TRANSFER 2
NOVEMBER 02, 2010
BY: ARR
P.R. BY HJB

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTH OF ALTA DRIVE AND EAST OF HUALAPAI WAY FOR TRANSFER PURPOSES.

LAND DESCRIPTION
TRANSFER PARCEL 2

BEING TRANSFER PARCEL 2 AS SHOWN ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 182 OF SURVEYS, AT PAGE 87, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31, THENCE, SOUTH 88°50'16" EAST ALONG THE NORTH LINE OF NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 31, A DISTANCE OF 2529.49 FEET TO **THE POINT OF BEGINNING;**

THENCE SOUTH 88°50'16" EAST, CONTINUING ALONG SAID NORTH LINE, 176.67 FEET TO THE MOST WESTERLY, NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THE "ANGEL PARK SECOND AMENDMENT TO RESTATED MANAGEMENT AGREEMENT" RECORDED OCTOBER 10, 2003 IN DOCUMENT: 20031010 INSTRUMENT 02897 ON FILE IN THE OFFICE OF COUNTY RECORDER, CLARK COUNTY NEVADA, OFFICIAL RECORDS; THENCE SOUTH 00°49'47" WEST, DEPARTING SAID NORTH LINE AND ALONG THE WESTERLY LINE OF SAID "ANGEL PARK SECOND AMENDMENT TO RESTATED MANAGEMENT AGREEMENT" PARCEL, 1351.45 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ALTA DRIVE; THENCE NORTH 89°11'09" WEST, DEPARTING SAID WESTERLY LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 373.42 FEET; THENCE NORTH 04°37'51" WEST, 1012.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 65.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 10°16'18" EAST; THENCE

NORTHEASTERLY, 75.83 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66°50'32"; THENCE NORTH 12°53'10" EAST, 54.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 80.00 FEET; THENCE NORTHEASTERLY, 68.80 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°16'27"; THENCE NORTH 62°09'37" EAST, 98.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY, 52.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°36'19" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 59°26'42" WEST; THENCE NORTHEASTERLY, 39.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75°06'44" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 40.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 15°40'02" WEST; THENCE NORTHEASTERLY, 97.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 140°04'16" TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH 55°35'46" WEST; THENCE NORTHERLY, 31.04 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°33'58" TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF SECTION 31, SAME BEING THE **POINT OF BEGINNING**.

CONTAINING 12.23 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 06°05'51" WEST, BEING THE BEARING OF THE WEST LINE OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT SUBDIVISION MAP KNOWN AS "THIRD AMENDED MAP OF A PORTION OF SUMMERLIN VILLAGE 3, UNIT NO. 2" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA, IN BOOK 81 OF PLATS, AT PAGE 15.

END OF DESCRIPTION.

Site Map



0 410 820 1,640 Feet

N
W E
S

APN: 138-31-101-002

12/10/10

City of Las Vegas Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Memorandum of Understanding between the Nevada Cancer Institute and the City of Las Vegas, pursuant to House Resolution 146 Section 2603 Nevada Cancer Institute Land Conveyance, to set forth terms and conditions for the divestiture and conveyance of 19.23 acres to Nevada Cancer Institute of real property described as the Alta-Hualapai Site and as a portion of APN 138-31-101-002 from the Bureau of Land Management - Ward 2 (Wolfson) [NOTE: This item is related to Council Item 9]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City of Las Vegas, the Nevada Cancer Institute (NVCI) and the Bureau of Land Management (BLM), per HR 146 Section 2603 Nevada Cancer Institute Land Conveyance, has worked jointly to relinquish a portion of the BLM Patent on land commonly known as the Alta-Hualapai Site. The Memorandum of Understanding between the City and NVCI will set forth the terms and conditions to whereby BLM will convey ownership of approximately 19.23 acres to the NVCI for the development of a campus of facilities that would be devoted to cancer research, treatment, education, and care.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Memorandum of Understanding
2. Quitclaim Deed
3. Disclosure of Principals
4. Site Map

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of the __ day of _____ 2011, by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("City") and Nevada Cancer Institute Inc., a Nevada nonprofit organization ("Institute"), (individually or collectively referred to herein as "Party" or "Parties").

RECITALS

WHEREAS, in 2009, Congress passed the Omnibus Public Land Management Act containing **Section 2603 - Nevada Cancer Institute Land Conveyance** regarding the survey and relinquishment by the City of all or part of the eighty (80) acre parcel of land commonly known as the "Alta-Hualapai Site"; and

WHEREAS, on July 19, 2010, the City requested from the U.S., by and through its Bureau of Land Management ("BLM"), and the BLM acknowledged receipt of the request of the proposed divestiture and subsequent conveyances of a portion of the Alta-Hualapai Site Recreation and Public Purposes (R&PP) patented lands the City wished to relinquish to the United States, which portions of the lands are further described as follows:

Transfer Parcel 1, approximately +/- 19.23 acres (requested by the Institute)
Transfer Parcel 2, approximately +/- 12.23 acres (requested by City)
as portions of the property commonly known as the 80 Acre Alta-Hualapai Site; for partial relinquishment of Patent #123100 as shown on that Record-of-Survey on file in the office of the Clark County Recorder in file 182 of Surveys, at page 87, recorded on 11-15-10 attached herein as **Exhibit A.**

NOW, THEREFORE, the Parties hereby agree pursuant to Omnibus Public Land Management Act (P.L.111-011), containing Section 2603 – Nevada Cancer Institute Land Conveyance (NCLIC) as follows:

1. CONVEYANCE FOR USE AS NONPROFIT CANCER INSTITUTE. After relinquishment of all or part of the Alta-Hualapai Site to the Secretary of the Interior ("Secretary") acting through the Director of BLM, and not later than 180 days after request of the Institute, the Secretary shall convey to the Institute, subject to valid existing rights, the portion of the Alta-Hualapai Site that is necessary for the development of a nonprofit cancer institute.

2. ADDITIONAL CONVEYANCES. Not later than 180 days after a request from the City, the Secretary shall convey to the City, subject to valid existing rights, any remaining portion of the Alta-Hualapai Site necessary for ancillary medical or nonprofit use compatible with the mission of the Institute.

3. APPLICABLE LAW. Any conveyance by the City of any portion of the land received under NCLIC Section 2603 shall be for no less than of the land and the proceeds shall be distributed in accordance with section 4(e)(1) of Public Law 105-263(112 Stat. 2345).

4. TRANSACTION COSTS. In accordance with paragraph (6) of NCLIC Section 2603, all land conveyed by the Secretary under NCLIC Section 2603 shall be at no cost, except that the Secretary may require the recipient to bear any costs associated with transfer of title or any necessary land surveys'.

5. SETTLEMENT STATEMENT. The Estimated Settlement Statement for the proposed conveyance and transfer of the land to the Institute has been issued by First Amendment Title Company as File No. NCS-383800-HHLV and is attached to this MOU as Exhibit B.

6. IMPROVEMENTS - The cost of all improvements to the Institute property shall be borne by the Institute as the recipient of the property and shall be in compliance with all federal, state and local municipal codes.

7. REAL ESTATE BROKERS. The parties warrant they have had no dealings with any real estate Broker or Agent in connection with the negotiation of this transaction and will hold the city of Las Vegas harmless against any claims.

8. TERM. The term of this agreement shall remain in place until such time that the Institute property completes development of the nonprofit cancer institute on the Institute property.

9. NOTICES. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Institute: Nevada Cancer Institute Inc.
Attention: Dr. John C. Ruckdeschel, M.D.
One Breakthrough Way
Las Vegas, Nevada 89135

If to the City: City of Las Vegas
Attention: William Arent
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

10. SEVERABILITY. If any provision of this MOU is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision

and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

11. COUNTERPARTS. This MOU may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same MOU.

IN WITNESS WHEREOF, the undersigned have executed the MOU as of the date first written above.

CITY:

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman
Title: Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

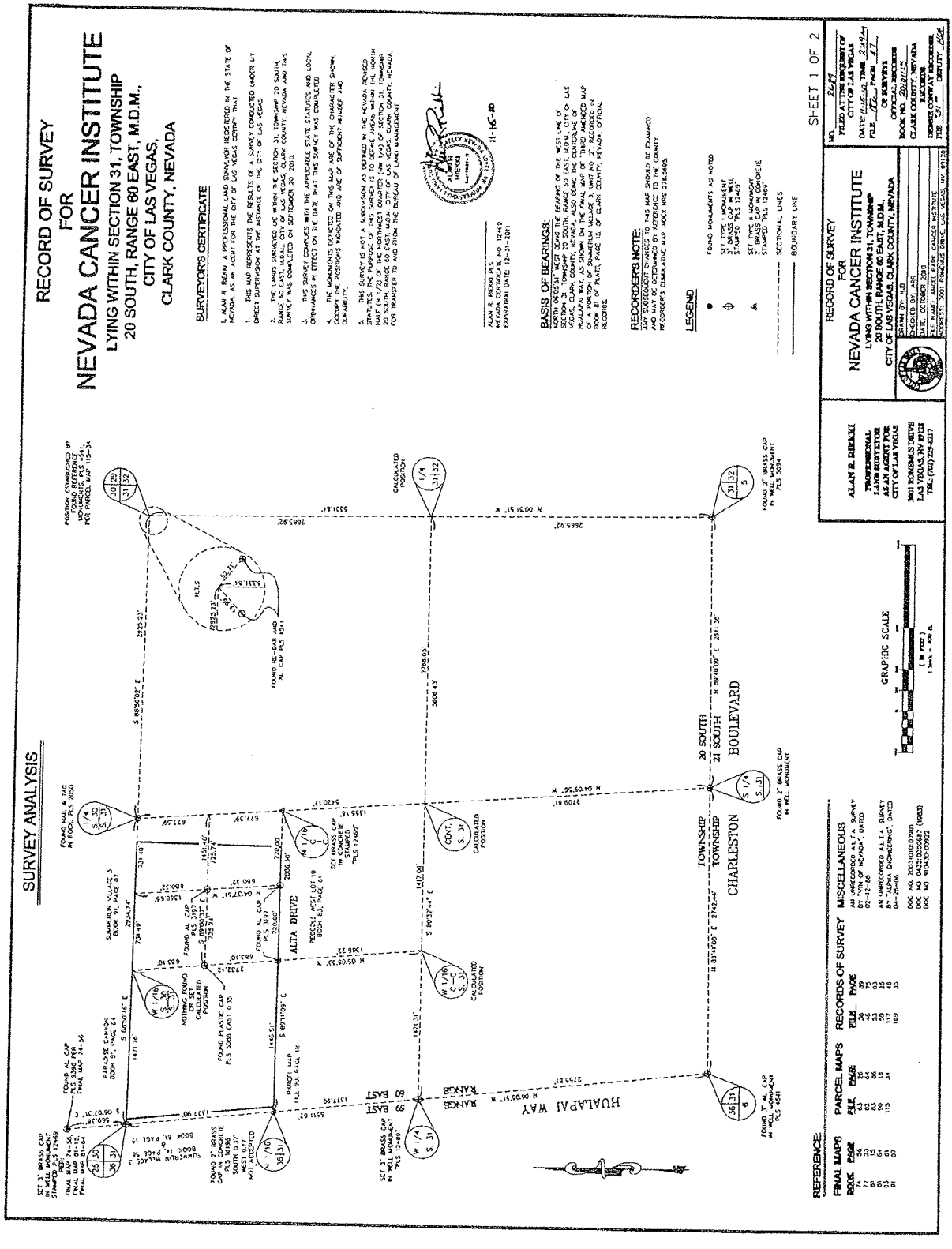
L Lombardo 12/9/10
Date

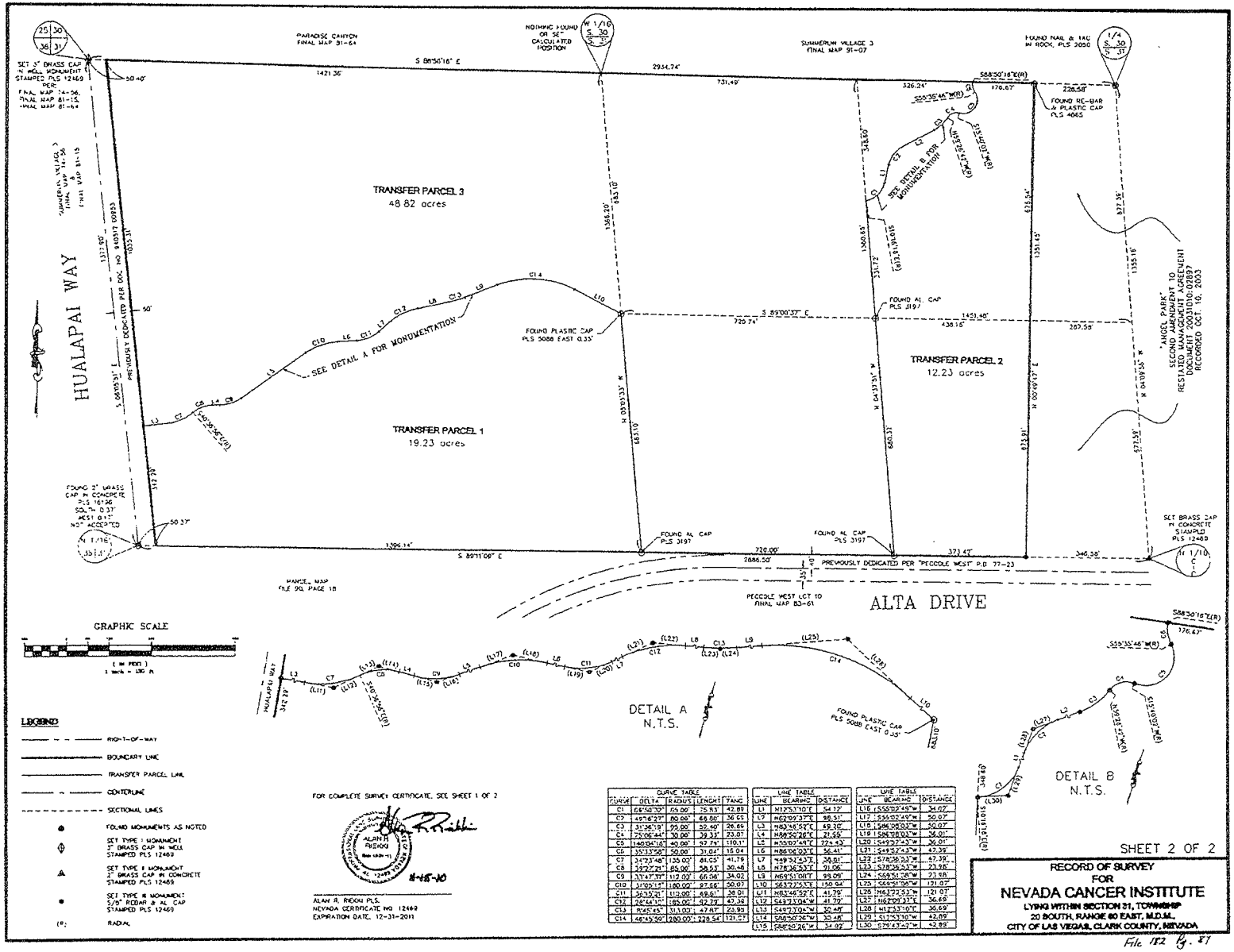
NVCI:

NEVADA CANCER INSTITUTE,
a Nevada nonprofit corporation

By: _____
Dr. John C. Ruckdeschel, M.D.
Title: Director and CEO 12/9/2010

EXHIBIT A


RECORD OF SURVEY
FOR
NEVADA CANCER INSTITUTE
LYING WITHIN SECTION 31, TOWNSHIP
20 SOUTH, RANGE 60 EAST, M.D.M.,
CITY OF LAS VEGAS,
CLARK COUNTY, NEVADA
SURVEYOR'S CERTIFICATE
BASIS OF BEARINGS:
RECORDER'S NOTE:
LEGEND
SURVEY ANALYSIS
REFERENCE:
FINAL MAPS
PARCEL MAPS
RECORDS OF SURVEY
MISCELLANEOUS
GRAPHIC SCALE
ALTA DRIVE
HUALAPAI WAY
CHARLESTON BOULEVARD
SHEET 1 OF 2



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANG
C1	68°50'30"	70.00'	75.83'	42.89'
C2	49°16'27"	80.00'	68.80'	36.65'
C3	31°36'18"	95.00'	52.40'	26.86'
C4	75°06'44"	30.00'	39.33'	23.07'
C5	140°04'16"	40.00'	97.79'	110.31'
C6	35°33'58"	50.00'	31.04'	16.04'
C7	34°53'48"	135.00'	41.05'	41.78'
C8	33°27'21"	85.00'	38.63'	30.48'
C9	33°47'37"	112.00'	66.06'	34.02'
C10	31°05'15"	180.00'	97.66'	50.07'
C11	36°35'21"	113.00'	69.61'	36.01'
C12	28°44'10"	185.00'	92.79'	47.36'
C13	8°45'45"	313.00'	47.87'	23.99'
C14	46°45'50"	280.00'	228.54'	121.57'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N17°53'10"E	54.17'
L2	N62°09'37"E	98.51'
L3	N83°46'52"E	69.30'
L4	N88°50'26"E	21.59'
L5	N55°07'48"E	224.43'
L6	N86°06'03"E	56.41'
L7	N49°34'43"E	38.81'
L8	N78°36'53"E	91.06'
L9	N69°51'08"E	99.09'
L10	S63°27'51"E	150.94'
L11	N83°46'52"E	41.76'
L12	S43°13'04"W	41.79'
L13	S43°13'04"W	30.48'
L14	S88°50'26"W	30.48'
L15	S88°50'26"W	54.09'

LINE TABLE		
LINE	BEARING	DISTANCE
L16	S55°07'48"W	34.02'
L17	S55°07'48"W	50.07'
L18	S86°06'03"W	50.07'
L19	S86°06'03"W	56.01'
L20	S49°34'43"W	56.01'
L21	S49°34'43"W	42.39'
L22	S78°36'53"W	67.39'
L23	S78°36'53"W	23.68'
L24	S69°51'08"W	73.88'
L25	S69°51'08"W	121.07'
L26	N63°27'51"E	121.07'
L27	N62°09'37"E	36.69'
L28	N13°53'10"E	36.69'
L29	S17°53'10"W	42.09'
L30	S76°43'47"W	42.89'

FOR COMPLETE SURVEY CERTIFICATE, SEE SHEET 1 OF 2

ALAN R. RICKU PLS. NEVADA CERTIFICATE NO 12469 EXPIRATION DATE, 12-31-2011

11-15-10

SHEET 2 OF 2

RECORD OF SURVEY FOR
NEVADA CANCER INSTITUTE
LYING WITHIN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

File 182 Pg. 87

Exhibit B

First American Title Insurance Company
National Commercial Services
2490 Paseo Verde Parkway, #100 • Henderson, NV 89074

Estimated Settlement Statement

Property: 10018 Alta Drive, Las Vegas, NV

File No: NCS-383800-HHLV
Officer: Sharon Silverberg/sgs
New Loan No:
Settlement Date:
Disbursement Date:
Print Date: 11/5/2010, 3:04 PM

Buyer: Nevada Cancer Institute
Address: One Breakthrough Way, Las Vegas, NV 89135
Seller: City of Las Vegas
Address: Office of Business Development, Las Vegas Redevelopment Agency, City Hall, 400 Stewart Ave, 2nd Fl. Las Vegas, NV 89101

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Title/Escrow Charges to:		
750.00		Closing Escrow Fee 1/2 each Estimated to First American Title Insurance Company National Commercial Services	750.00	
4,750.00		Policy-Standard ALTA 2006 Owner's $5,000,000 to First American Title Insurance Company National Commercial Services		
500.00		Estimated Title Charge(s) to First American Title Insurance Company National Commercial Services	500.00	
100.00		Recording Fees - Estimate to First American Title Insurance Company National Commercial Services	100.00	
25,497.45		Transfer Tax Clark County* to First American Title Insurance Company National Commercial Services		
		Disbursements Paid:		
		BLM Processing Fees (Total 16,037.00/2) to Bureau of Land Management POC-B $8,018.50 POC-S $8,018.50		
		Phase 1 ESA update to Terracon Consultants Inc POC B $1,500.00 POC-S $1,500.00		
	31,597.45	**Cash (X From) (To) Borrower**		
		Cash (To) (X From) Seller		1,350.00
31,597.45	31,597.45	**Totals**	1,350.00	1,350.00

Notice This Estimated Settlement Statement is subject to changes, corrections or additions at the time of final computation of the Settlement Statement.
*RPTT calculation

APN#: _____

Recorded at the Request of:

_____

_____

_____

When Recorded, Return to:

_____

_____

_____

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this _____ day of January, 2011 by the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City" or "Grantor").

WHEREAS, on March 15, 1963, the United States of America patented and conveyed to the City approximately eighty (80) acres of certain real property as set forth in Patent No. 1231300 (the "Alta-Hualapai Site") pursuant to the purposes under the provisions of the Recreation and Public Purposes Act ("R&PP Act") (43 U.S.C. 869 et seq., as amended); and

WHEREAS, the City desires to relinquish a portion of the Alta-Hualapai Site back to the United States as provided under the terms of Patent No. 1231300, as in compliance with the provisions of the R&PP Act providing for reversion of title to the United States in certain circumstances, and as in compliance with the Omnibus Public Land Management Act (P.L. 111-011) containing the Nevada Cancer Institute Land Conveyance ("NCILC Section 2603 et seq.") which the United States will thereafter convey to the Nevada Cancer Institute for the development of a nonprofit cancer institute. The Alta-Hualapai Site is shown on that record-of-survey recorded on November 15, 2010, for the following described land: lying within government lot 1 of section 31, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada. .

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, does hereby REMISE, RELEASE, CONVEY, AND QUITCLAIM unto the UNITED STATES OF AMERICA, any or all right, title, claim, and interest in and to the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto, together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2011.

CITY OF LAS VEGAS, NEVADA
"Grantor"

Approved as to form:

By: _____
Oscar B. Goodman, Mayor

J. Fasiculo 12/10/10
Date

ACKNOWLEDGEMENT

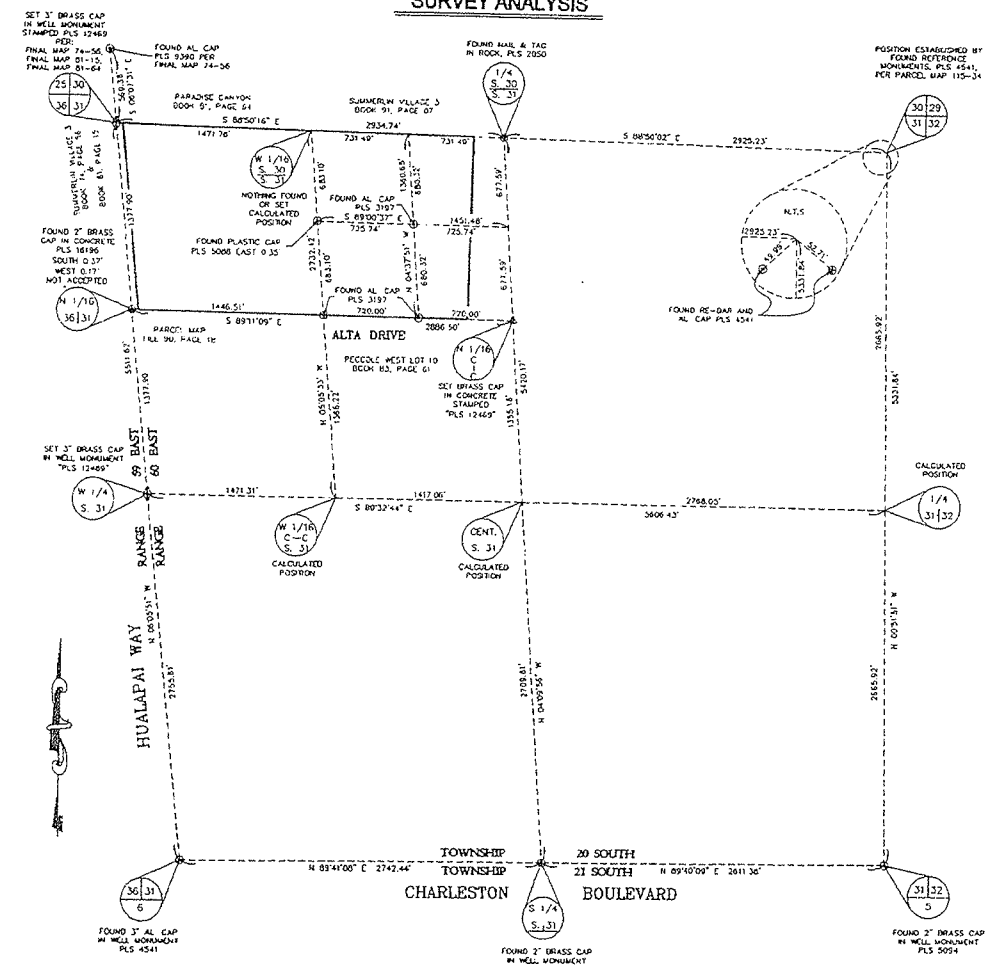
State of Nevada)
) ss.
County of Clark)

On this ____ day of _____, 2011, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the _____of _____, and he/she acknowledged to me that he/she executed the same for and on behalf of _____ and he/she executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC in and for said County and State

SURVEY ANALYSIS



RECORD OF SURVEY FOR NEVADA CANCER INSTITUTE

LYING WITHIN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

SURVEYOR'S CERTIFICATE

I, ALAN R. RIEKKI, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF NEVADA, AS AN AGENT FOR THE CITY OF LAS VEGAS CERTIFY THAT

1. THIS MAP REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF LAS VEGAS
2. THE LANDS SURVEYED LIE WITHIN THE SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AND THIS SURVEY WAS COMPLETED ON SEPTEMBER 20 2010.
3. THIS SURVEY COMPLIES WITH THE APPLICABLE STATE STATUTES AND LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THIS SURVEY WAS COMPLETED
4. THE MONUMENTS DEPICTED ON THIS MAP ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.
5. THIS SURVEY IS NOT A SUBDIVISION AS DEFINED IN THE NEVADA REVISED STATUTES. THE PURPOSE OF THIS SURVEY IS TO DEFINE AREAS WITHIN THE NORTH HALF (N 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, FOR TRANSFER TO AND FROM THE BUREAU OF LAND MANAGEMENT

ALAN R. RIEKKI
Nevada Certificate No. 12469
11-15-10

ALAN R. RIEKKI PLS
NEVADA CERTIFICATE NO 12469
EXPIRATION DATE: 12-31-2011

BASIS OF BEARINGS:

NORTH 06°05'51" WEST BEING THE BEARING OF THE WEST LINE OF SECTION 31 TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, ALSO BEING THE CENTERLINE OF HUALAPAI WAY, AS SHOWN ON THE FINAL MAP OF "THIRD AMENDED MAP OF A PORTION OF SUMMERLIN VILLAGE 3, UNIT NO 2", RECORDED IN BOOK 81 OF PLATS, PAGE 10, OF CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

RECORDER'S NOTE:

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX NRS 278.5695

LEGEND

- FOUND MONUMENTS AS NOTED
- SET TYPE I MONUMENT 3" BRASS CAP IN WELL STAMPED "PLS 12469"
- SET TYPE II MONUMENT 2" BRASS CAP IN CONCRETE STAMPED "PLS 12469"
- SECTIONAL LINES
- BOUNDARY LINE

SHEET 1 OF 2

REFERENCE:

FINAL MAPS BOOK	PAGE
74	56
77	23
81	15
81	64
83	81
91	07

PARCEL MAPS FILE	PAGE
63	26
64	69
83	86
98	18
115	34

RECORDS OF SURVEY FILE	PAGE
36	89
46	73
53	93
59	26
117	40
189	35

MISCELLANEOUS

AN UNRECORDED A.L.T.A. SURVEY BY "VTN OF NEVADA", DATED 02-12-20

AN UNRECORDED A.L.T.A. SURVEY BY "ALPHA ENGINEERING", DATED 04-26-06

DOC NO. 20031010:02901
DOC NO 0433:0300687 (1083)
DOC NO 910430-00922

GRAPHIC SCALE
(IN FEET)
1 inch = 400 ft.

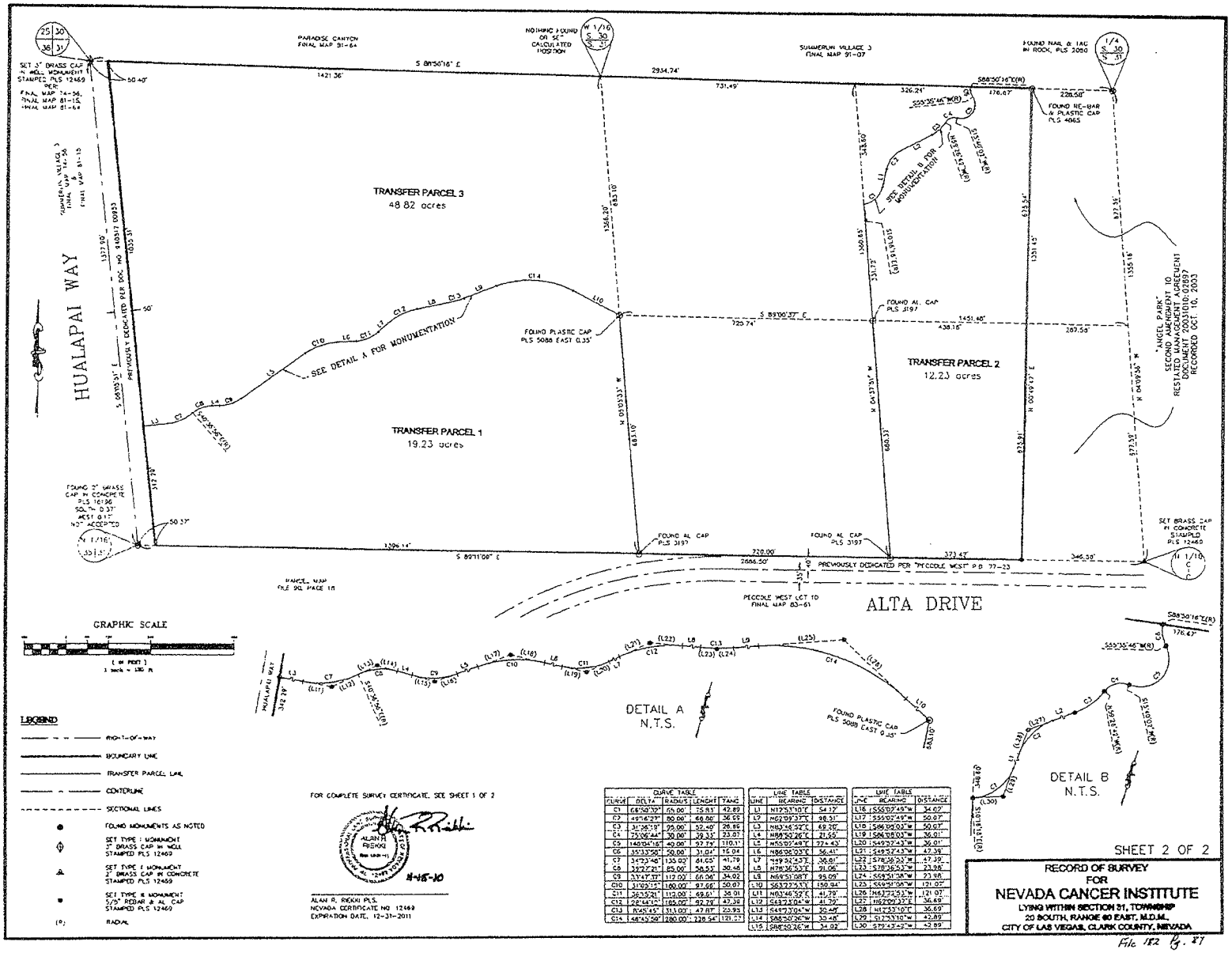
ALAN R. RIEKKI
PROFESSIONAL LAND SURVEYOR AS AN AGENT FOR CITY OF LAS VEGAS
3001 RONEMUS DRIVE
LAS VEGAS, NV 89128
TEL: (702) 229-6217

RECORD OF SURVEY FOR NEVADA CANCER INSTITUTE
LYING WITHIN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

DRAWN BY: HJD
CHECKED BY: ARR
DATE: OCTOBER 2010
FILE NAME: ANDEL PARK CANCER INSTITUTE
ADDRESS: 3001 RONEMUS DRIVE, LAS VEGAS, NV. 89128

NO. 2699
FILED AT THE REQUEST OF CITY OF LAS VEGAS
DATE: 11-15-10 TIME 2:39 PM
FILE 172 PAGE 17
OF SURVEYS
OFFICIAL RECORDS
BOOK NO. 20101115
CLARK COUNTY, NEVADA RECORDS
DEBBIE CONWAY RECORDER
FEE $17.00 DEPUTY JCP

EXHIBIT A



CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANG
C1	68°59'32"	65.00'	78.83'	42.89
C2	49°16'29"	80.00'	68.80'	36.55
C3	31°06'19"	95.00'	50.49'	26.86
C4	75°06'44"	30.00'	39.33'	23.07
C5	146°04'18"	40.00'	57.79'	110.11
C6	35°33'50"	50.00'	31.04'	16.04
C7	34°53'46"	135.00'	81.65'	41.79
C8	3°22'21"	85.00'	5.00'	2.50
C9	33°47'37"	117.00'	68.98'	34.02
C10	31°05'15"	180.00'	97.66'	50.07
C11	36°25'21"	113.00'	69.61'	36.01
C12	28°16'12"	185.00'	92.78'	47.38
C13	8°45'45"	311.00'	47.87'	23.95
C14	148°45'50"	280.00'	238.54'	121.07

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N12°53'10"E	54.12'
L2	N62°09'37"E	98.51'
L3	N83°46'52"E	69.35'
L4	N88°50'26"E	21.59'
L5	N55°05'49"E	72.43'
L6	N86°06'03"E	56.41'
L7	N59°52'43"E	38.81'
L8	N31°36'53"E	91.06'
L9	N69°51'08"E	98.09'
L10	S63°22'43"E	150.94'
L11	N83°46'52"E	41.79'
L12	S68°22'04"E	41.79'
L13	S49°37'04"E	30.48'
L14	S68°50'26"W	30.48'
L15	S88°50'26"W	34.02'

LINE TABLE		
LINE	BEARING	DISTANCE
L16	S55°03'49"W	34.02'
L17	S55°03'49"W	50.07'
L18	S86°59'03"W	50.07'
L19	S86°06'03"W	36.01'
L20	S49°52'43"W	36.01'
L21	S49°52'43"W	47.39'
L22	S78°36'53"W	47.39'
L23	S78°36'53"W	23.98'
L24	S69°51'08"W	23.98'
L25	S69°51'08"W	121.07'
L26	N63°22'43"E	121.07'
L27	N62°09'37"E	36.69'
L28	N12°53'10"E	36.69'
L29	S12°53'10"W	42.89'
L30	S19°43'50"W	42.89'

FOR COMPLETE SURVEY CERTIFICATE, SEE SHEET 1 OF 2

ALAN R. RICKKI
No. 12469
PROFESSIONAL LAND SURVEYOR
STATE OF NEVADA

8-18-10

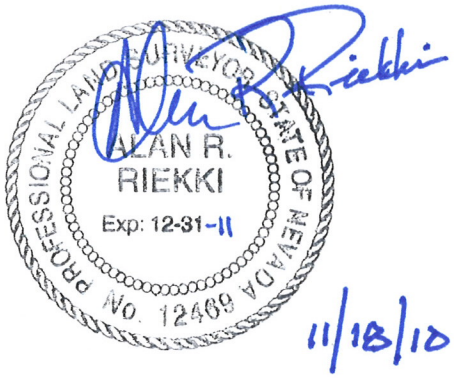
ALAN R. RICKKI PLS.
NEVADA CERTIFICATE NO 12469
EXPIRATION DATE, 12-31-2011

SHEET 2 OF 2

RECORD OF SURVEY FOR NEVADA CANCER INSTITUTE

LYING WITHIN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

File 182 Pg. 87



11/18/10

NVCI TRANSFER 1
NOVEMBER 02, 2010
BY: ARR
P.R. BY HJB

EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTH OF ALTA DRIVE AND EAST OF HUALAPAI WAY FOR TRANSFER PURPOSES.

LAND DESCRIPTION
TRANSFER PARCEL 1

BEING TRANSFER PARCEL 1 AS SHOWN ON THAT RECORD-OF-SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 182 OF SURVEYS, AT PAGE 87, LYING WITHIN GOVERNMENT LOT 1 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31, THENCE SOUTH 88°50'16" EAST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 50.40 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HUALAPAI WAY; THENCE SOUTH 06°05'51" EAST, DEPARTING THE NORTH LINE OF SAID SECTION 31 AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1035.31 FEET TO **THE POINT OF BEGINNING;**

THENCE NORTH 83°46'52" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, 69.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 135.00 FEET; THENCE EASTERLY, 81.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°23'48" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 85.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 40°36'56" WEST; THENCE EASTERLY, 58.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°27'21"; THENCE NORTH 88°50'26" EAST, 21.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY, 66.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°47'37"; THENCE NORTH 55°02'49" EAST, 224.43 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE

SOUTHEASTERLY HAVING A RADIUS OF 180.00 FEET; THENCE NORTHEASTERLY, 97.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°05'15"; THENCE NORTH 86°08'03" EAST, 56.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 110.00 FEET; THENCE NORTHEASTERLY, 69.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°15'21"; THENCE NORTH 49°52'43" EAST, 38.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 185.00 FEET; THENCE NORTHEASTERLY, 92.79 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°44'10"; THENCE NORTH 78°36'53" EAST, 91.06 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 313.00 FEET; THENCE NORTHEASTERLY, 47.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°45'45"; THENCE NORTH 69°51'08" EAST, 99.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 280.00 FEET; THENCE EASTERLY, 228.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°45'59"; THENCE SOUTH 63°22'53" EAST, 150.94 FEET; THENCE SOUTH 05°05'33" EAST, 683.10 FEET; THENCE NORTH 89°11'09" WEST, 1396.14 FEET TO A POINT ON EASTERLY RIGHT-OF-WAY LINE OF SAID HUALAPAI WAY; THENCE NORTH 06°05'51" WEST, ALONG SAID RIGHT-OF-WAY LINE, 342.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 19.23 ACRES, MORE OR LESS AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
NORTH 06°05'51" WEST, BEING THE BEARING OF THE WEST LINE OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT SUBDIVISION MAP KNOWN AS "THIRD AMENDED MAP OF A PORTION OF SUMMERLIN VILLAGE 3, UNIT NO. 2" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY NEVADA, IN BOOK 81 OF PLATS, AT PAGE 15.

END OF DESCRIPTION.

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 **Contracting Entity**
Name Nevada Cancer Institute
Address
One Breakthrough Way
Las Vegas, NV 89135
Telephone
(702) 822-5433
EIN or DUNS
04-3632553

Block 2 **Description**
Memorandum of Understanding

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Non-profit Corporation
☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

(CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	John C. Ruckdeschel, MD President	One Breakthrough Way Las Vegas, NV 89135	(702) 822-5433
2.	William Bennett Treasurer	One Breakthrough Way Las Vegas, NV 89135	(702) 822-5433
3.	Cheryl Martin Secretary	One Breakthrough Way Las Vegas, NV 89135	(702) 822-5433
4.			
5.			
6.			
7.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ___1__.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

_____

Name John C. Ruckdeschel, MD

_____

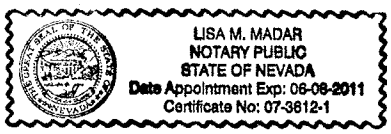
Date December 9, 2010

Subscribed and sworn to before me this 9th day of

December, 2010

Lisa M. Madar

Notary Public



2010
Nevada Cancer Institute
Board Roster

Board Members

Javaid Anwar, MD

James Hammer

Justine Harrison

Gary N. Jacobs, Esq.

The Honorable Ikram Khan, MD

Bill Lerner

Robert Melendres

Heather H. Murren, CFA

James J. Murren, CFA

John Ritter

Corey Sanders

Bill Scott

Joseph Simone, MD

Michael Yackira

Site Map



0 410 820 1,640 Feet

N
W E
S

APN: 138-31-101-002

12/10/10

City of Las Vegas Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the Proclamation and Order declaring the 2011 City of Las Vegas Municipal Election – All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Article V of the Las Vegas City Charter and Nevada Revised Statutes, where it can be made applicable and is not inconsistent with the Charter, govern the conduct of elections for the City. Since our municipal elections are under the control of the City Council, it is appropriate at this time for the City Council to formally order the 2011 Municipal Election. The order sets forth the offices to be voted upon by the registered voters of the City and establishes the City polling locations with the appropriate precincts and Wards. After adoption by the City Council the Clerk's office will proceed with required publications.

The Clerk's Office will again provide the public with an election website to assist voters in both English and Spanish, candidates and people seeking general information about our election. This internet application will conveniently provide answers on a 24-hour basis to frequently asked questions from City residents about all aspects of the election process.

RECOMMENDATION:
The City Council approve the Proclamation and Order declaring the 2011 Municipal Election.

BACKUP DOCUMENTATION:
Proclamation and Order

PROCLAMATION AND ORDER
DECLARING THE
2011 MUNICIPAL ELECTION

WHEREAS, Article V of the Charter of the City of Las Vegas, Nevada, establishes the dates for a Municipal Primary and General Election as being held in odd years the first Tuesday after the first Monday in April and June, respectively; and

WHEREAS, Article V of the Charter sets forth the offices to be filled at said election and establishes the process for nomination and election of candidates; and

NOW, THEREFORE, I, OSCAR B. GOODMAN, MAYOR of the City of Las Vegas, do hereby proclaim by order of the City Council at their regular meeting held, January 5, 2011, and in accord with Article V of the Charter of the City of Las Vegas, that a PRIMARY MUNICIPAL ELECTION be held in the City of Las Vegas, Nevada, on TUESDAY, April 5, 2011, for the nomination and election by the registered voters of the City at Large and respective Wards for a:

MAYOR
CITY COUNCILMAN, WARD 1
CITY COUNCILMAN, WARD 3
CITY COUNCILMAN, WARD 5
MUNICIPAL COURT JUDGE, DEPT. 2
MUNICIPAL COURT JUDGE, DEPT. 3
MUNICIPAL COURT JUDGE, DEPT. 5

NOW, THEREFORE, IT IS FURTHER ORDERED that any office for which a candidate has not been declared elected as a result of a race in which there was only one candidate, or which remains undecided after the April 5, 2011 Primary Election, will be decided by the respective voters at a MUNICIPAL GENERAL ELECTION to be held in the City of Las Vegas on June 7, 2011, in accord with Article V of the Charter of the City of Las Vegas; and

IT IS ALSO ORDERED that the locations within said City at which ballots may be cast by the registered voters are hereby determined to be as follows:

POLLING PLACE & ADDRESS	PRECINCT	WARD
Advent United Methodist Church 3460 N. Rancho Dr. Las Vegas 89130	2037 2044 2325 2326	6 6 6 6
Arbor View High School 7500 Whispering Sands Dr. Las Vegas 89131	3494 3508 3510 3550 3575	6 6 6 6 6
Becker, Ernest Sr. Middle School 9151 Pinewood Hills Dr. Las Vegas 89134	3041 3042 3220 3393 3396	2 4 4 4 4
Bonner, John Elementary 765 Crestdale Ln. Las Vegas 89144	3371 3372 3381	2 2 2
Bryan, Richard Elementary 8050 Cielo Vista Ave. Las Vegas 89128	2300 3390 3391 3392	4 4 4 4
Bunker, Berkeley Elementary 6350 Peak Dr. Las Vegas 89108	2451 2454	5 5
Cadwallader, Ralph L. Middle School 7775 Elkhorn Rd. Las Vegas 89131	3491 3502 3556 3603	6 6 6 6

POLLING PLACE & ADDRESS	PRECINCT	WARD
Carl, Kay Elementary	2352	6
5625 Corbett St.	2353	6
Las Vegas 89130	2354	6
	2355	6
Centennial High School	3416	4
10200 W. Centennial Pkwy	3418	4
Las Vegas 89149	3527	6
	3569	6
Christ Lutheran Church	6342	1
111 N. Torrey Pines Dr.	6343	1
Las Vegas 89107	6344	1
	6350	1
Christensen, M. J. Elementary	3341	2
9001 Mariner Cove Dr.	3342	2
Las Vegas 89117	3344	2
	3352	2
Cimarron Memorial High School	2302	1
2301 N. Tenaya Way	2313	4
Las Vegas 89128	3400	4
	3401	4
	6305	5
Clark High School	6034	1
4291 Pennwood Ave.	6393	1
Las Vegas 89102	6400	1
	6401	1
	6403	1
Culley, Paul Elementary	6312	5
1200 N. Mallard St.	6333	5
Las Vegas 89108	6334	5
	6340	5
	6341	5
Darnell, Marshall Elementary	3525	6
9480 W. Tropical Pkwy.	3526	6
Las Vegas 89149		

POLLING PLACE & ADDRESS	PRECINCT	WARD
Desert Pines High School 3800 Harris Ave. Las Vegas 89110	4364 4373 4374 4375 4376 4382 4383 4384 4385 4386	3 3 3 3 3 3 3 3 3 3
Desert Springs United Methodist Church 120 N. Pavilion Center Dr. Las Vegas 89144	3363 3364 3373 3380	2 2 2 2
Desert Vista Community Center 10360 Sun City Blvd. Las Vegas 89134	3040 3214 3383 3384 3404 3411 3412 3413	4 4 4 4 4 4 4 4
Deskin, Ruthe Elementary 4550 N. Pioneer Way Las Vegas 89129	2345 2350 3450 3453	4 6 4 4
Down, James Towers 5000 Alta Dr. Las Vegas 89107	6353	1
Dula Gym 441 E. Bonanza Rd. Las Vegas 89101	4342 4450 4455	5 5 5
Durango Hills Community Center/YMCA 3521 N. Durango Dr. Las Vegas 89129	3217 3417 3425 3442	4 4 4 4

POLLING PLACE & ADDRESS	PRECINCT	WARD
Earl, Ira Elementary	4380	3
1463 Marion Dr.	4381	3
Las Vegas 89110	7370	3
	7371	3
	7372	3
	7373	3
Escobedo, Edmundo Sr Middle School	3546	6
9501 Echelon Point Dr.	3547	6
Las Vegas 89149	3602	6
Fong, Wing & Lilly Elementary	2455	5
2200 James Bilbray Dr.	2460	5
Las Vegas 89108	2462	5
Fremont, John Middle School	5300	3
1100 E. St. Louis Ave.	5350	3
Las Vegas 89104	5351	3
	5356	3
Garside, Frank Middle School	6355	1
300 S. Torrey Pines Dr.	6360	1
Las Vegas 89107	6361	1
	6362	1
	6382	1
	6383	1
	6384	1
Givens, Linda Rankin Elementary	3541	2
655 Park Vista Dr.	3544	2
Las Vegas 89138	3557	2
	3565	2
	3576	2

POLLING PLACE & ADDRESS	PRECINCT	WARD
Grace In The Desert Episcopal Church	3219	2
2004 Spring Gate Ln.	3365	2
Las Vegas 89134	3366	2
Griffith United Methodist Church	5352	3
1701 E. Oakey Blvd.	5383	3
Las Vegas 89104	5384	3
	5385	3
Hewetson, Halle Elementary	4363	3
701 N. 20th St.	4387	3
Las Vegas 89101	4451	5
	4452	5
	4463	5
Hoggard, Mabel Magnet School	4035	5
950 N. Tonopah Dr.	4460	5
Las Vegas 89106	4464	5
Holy Spirit Lutheran Church	2047	6
6670 W. Cheyenne Ave.	2048	4
Las Vegas 89108	2322	4
	2323	6
	2341	5
	2346	6
Hyde Park Middle School	6365	1
900 Hinson St.	6370	1
Las Vegas 89107	6372	1
	6373	1
Jacobson, Walter Elementary	3089	2
8400 Boseck Dr.	3225	2
Las Vegas 89145	3355	2
	3362	2
Johnson, Walter Middle School	3090	2
7701 Ducharme Ave.	3360	2
Las Vegas 89145	3361	2

POLLING PLACE & ADDRESS	PRECINCT	WARD
Kahre, Marc Elementary	2321	4
7887 W. Gowan Rd.	3430	4
Las Vegas 89129	3431	4
Katz, Edythe & Lloyd Elementary	2307	1
1800 Rock Springs Dr.	2312	1
Las Vegas 89128	2314	1
	2331	5
	3320	2
Lakes Lutheran Church	3321	2
8200 W. Sahara Ave.	3322	2
Las Vegas 89117	3323	1
	3326	2
	3340	2
Las Vegas Academy Auditorium	4343	3
9th St. & Clark Ave.	4347	5
Las Vegas 89101	4348	3
	4350	3
	4351	3

POLLING PLACE & ADDRESS	PRECINCT	WARD
Las Vegas City Clerk 400 Stewart Ave Las Vegas 89101	2050	5
	2052	6
	2324	4
	2328	6
	2329	6
	2338	6
	2344	4
	2349	5
	2357	6
	2358	5
	2450	5
	3302	1
	3308	1
	3309	1
	3414	4
	3432	4
	3436	4
	3446	4
	3466	4
	3486	6
	3498	6
	3524	6
	3528	6
	3529	6
	3545	6
	3551	6
	3566	6
	3572	6
	3573	6
	3574	6
	4050	3
	4332	5
	4340	5
	4341	5
	4344	3
	4345	3
	4453	5
	5014	1
	5310	3
	6031	1
	6301	5
	6302	5
	6303	5
	6314	5
	6339	5
	6402	1

POLLING PLACE & ADDRESS	PRECINCT	WARD
Lied Middle School 5350 W. Tropical Pkwy. Las Vegas 89130	3481 3482	6 6
May, Ernest Elementary 6350 W. Washburn Rd. Las Vegas 89130	3470 3471 3472	6 6 6
Molasky, Irwin & Susan Middle School 7801 W. Gilmore Ave. Las Vegas 89129	2342 3434 3435 3452	4 4 4 4
Moore, William Elementary 491 N. Lamb Blvd. Las Vegas 89110	4365 4370 4371 4372 5315 5316 5320	3 3 3 3 3 3 3
Mountain Crest Neighborhood Svc. Center 4701 N. Durango Dr. Las Vegas 89129	2351 3454 3463 3464 3465	6 4 4 4 4
Mountain Shadows Community Center 9107 Del Webb Blvd. Las Vegas 89134	3034 3035 3036 3037 3038	4 4 4 4 4
Mountain View Lutheran Church 9550 W. Cheyenne Ave. Las Vegas 89129	3420 3421 3422 3424	4 4 4 4

POLLING PLACE & ADDRESS	PRECINCT	WARD
Neal, Joseph Elementary	3469	6
6651 W. Azure Dr.	3485	6
Las Vegas, NV 89129	3490	6
North Las Vegas Airport	4320	5
2730 Airport Dr.	4321	5
North Las Vegas 89032		
Ober, D'Vorre & Hal Elementary	3345	2
3035 Desert Marigold Ln.	3350	2
Las Vegas 89135	3351	2
Opportunity Village-Wilson Complex	3120	1
6300 W. Oakey Blvd.	3127	1
Las Vegas 89146	3301	1
	3310	1
	3311	1
	3312	1
Piggott, Clarence Elementary	3129	2
9601 Red Hills Rd.	3227	2
Las Vegas 89117	3353	2
	3354	2
Public Administrator Office	4330	5
515 Shadow Ln.	4331	5
Las Vegas 89106	4355	1
	4356	1
Rainbow Library	3394	4
3150 N. Buffalo Dr.	3395	4
Las Vegas 89128	3402	4
	3403	4
Red Rock Southern Baptist Church	6351	1
5500 Alta Dr.	6352	1
Las Vegas 89107	6354	1
	6363	1
	6371	1

POLLING PLACE & ADDRESS	PRECINCT	WARD
Rhodes, Betsy Elementary	3495	6
7350 Tealwood St.	3500	6
Las Vegas 89131	3501	6
Sahara West Library	3130	2
9600 W. Sahara Ave.	3228	2
Las Vegas 89117	3229	2
Sartini Plaza	6364	1
900 Brush St.		
Las Vegas 89107		
Saville, Anthony Middle School	3505	6
8101 N. Torrey Pines Dr.	3509	6
Las Vegas 89131	3548	6
	3600	6
Scherkenbach, William & Mary Elementary	3506	6
9371 Iron Mountain Rd.	3514	6
Las Vegas 89143	3520	6
	3601	6
Shadow Hills Baptist Church	2301	4
7811 Vegas Dr.	2305	4
Las Vegas 89128	2306	4
	2310	4
	2311	1
	2461	1
Shadow Ridge High School	3483	6
5050 Brent Ln.	3507	6
Las Vegas 89131	3549	6
Smith, Helen Elementary	6013	1
7101 Pinedale Ave.	6380	1
Las Vegas 89145	6381	1
	6382	1
	6385	1

POLLING PLACE & ADDRESS	PRECINCT	WARD
Staton, Ethel Elementary	3370	2
1700 Sageberry Dr.	3382	2
Las Vegas 89144	3386	2
Stupak Community Center	4352	3
300 W. Boston Ave.	4353	3
Las Vegas 89102		
Sunlake Terrace Retirement Center	3343	2
3250 S. Fort Apache Rd.		
Las Vegas 89117		
Sunrise Acres Elementary	4360	3
211 N. 28th St.	4361	3
Las Vegas 89101	5003	3
	5312	3
	5313	3
Tarr, Sheila Elementary	3415	4
9400 W. Gilmore Ave.	3423	4
Las Vegas 89129	3443	4
Thompson, Sandra Elementary	3530	6
7351 N. Campbell Rd.	3604	6
Las Vegas 89149		
Twin Lakes Elementary	6323	5
3300 Riverside Dr.	6325	5
Las Vegas 89108	6330	5
	6331	5
	6332	5
Vegas Verdes Elementary	6390	1
4000 El Parque Ave.	6391	1
Las Vegas 89102	6392	1
	6394	1

POLLING PLACE & ADDRESS	PRECINCT	WARD
Veterans Memorial Leisure Svc Center	3374	2
101 N. Pavilion Center Dr.	3375	2
Las Vegas 89144	3385	2
Wasden, Howard Elementary	4325	1
2831 Palomino Ln.	6374	1
Las Vegas 89107	6375	1
	6396	1
West Las Vegas Library	4028	5
951 W. Lake Mead Blvd.	4461	5
Las Vegas 89106		
West Preparatory Middle School	4031	5
2050 Saphire Stone Ave.	4465	5
Las Vegas 89106	4466	5
Westminster Presbyterian Church	6300	5
4601 W. Lake Mead Blvd.	6310	5
Las Vegas 89108	6311	5
	6320	5
	6322	5
Williams, Wendell P Elementary	4462	5
1030 “J” St.	4467	5
Las Vegas 89106	4468	5

PASSED, APPROVED, AND ORDERED this 5th day of January 2011.

CITY OF LAS VEGAS

_____
MAYOR OSCAR B. GOODMAN

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Las Vegas, Nevada, to be affixed this 5th day of January 2011.

ATTEST:

_____
Beverly K. Bridges, MMC
City Clerk

City of Las Vegas Agenda Item No.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Approval of the report on the selection of permanent and temporary polling locations for Early Voting during the 2011 City of Las Vegas Municipal Election - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
NRS 293C.3561 states that the City Clerk is to establish criteria for the selection of permanent and temporary polling places for Early Voting by personal appearance. Additionally, the City Clerk is to inform the City Council, at a regular meeting, of the sites that have been selected. Using the established criteria, as well as historical data on Early Voting in the City of Las Vegas, 19 temporary sites have been selected with locations within each of the 6 Wards, at City Hall and at the Meadows Mall. There are no permanent polling sites.

RECOMMENDATION:
Report Only, No Action Required.

BACKUP DOCUMENTATION:
1. Criteria for Selecting Early Voting Polling Places for the City of Las Vegas
2. List of Selected Permanent and Temporary Polling Places for Early Voting at the 2011 Municipal Elections

Criteria for Selecting Early Voting Polling Places for the City of Las Vegas

1. Polling places must be accessible to individuals with disabilities.

2. To the extent possible, polling places will be located throughout the county based upon the distribution of registered voters so that residents of all communities have an opportunity to participate in the early voting program.

3. Polling places will be selected to ensure, to the extent it is consistent with criteria #1 and #2, the efficient use of early voting personnel and equipment.

Considerations:

a. Organizations that allow the City to use their facilities as early voting sites do so as a service to the community. Not all organizations choose to participate in the early voting program; therefore, not all sites the City might wish to use are available as early voting polling locations.

b. The facility must be physically suitable for use as an early voting site. Key issues include parking, ADA accessibility, space within the facility and communications (sites must be wired for connectivity, a one-time cost).

c. The facility or its providers must not be actively involved or perceived to be involved in any current political activities targeting local voters. This consideration would not necessarily exclude those organizations which are traditionally considered to be nonpartisan, such as the League of Women Voters.

d. The City of Las Vegas contains a significant amount of rural and undeveloped areas in
which residents do not have Election Day polling places, but are assigned to mail precincts. Individuals in these precincts may vote at any early voting site, but due to their sparsity, do not figure into the selection of early voting locations.

e. The early voting program was initiated in 1994 in Clark County and has grown each year since its inception. As a result, many voters now refer to the early voting site at which they traditionally vote as "their polling place." Just as Election Day voters are sensitive to changes in polling places, so too are early voters. Early voting history, therefore, is an important consideration when selecting site locations.

f. Early voting turnout history clearly indicates that voters prefer polling places be situated at locations at which they would gather or shop whether or not early voting was taking place.

g. Opening and closing times of non-permanent early voting locations may be staggered so that the teams that set up and take down the voting equipment can support more than one location. Operating hours for the permanent sites are based upon the location (e.g., mall hours for malls, etc.).

NEIGHB7ORHOOD POLLING PLACES FOR EARLY VOTING AT THE 2011 MUNICIPAL ELECTIONS
PERMANENT AND TEMPORARY

Ward	Location	Address	Intersection	Other Wards Serviced
	Meadows Mall	**4300 Meadows Lane**		**Temporary site serving all wards**
	City Hall	**400 Stewart Avenue**	**Las Vegas Blvd/Stewart Ave**	**Temporary site serving all wards**
1	Albertsons	1650 N. Buffalo	Buffalo/Vegas	2, 4, 5 and 6
1	Food 4 Less	3864 W. Sahara Ave	Sahara/Valley View	3 and 5
1	West Charleston Library	6301 W. Charleston Blvd	Charleston/Community College	2, 4 and 5
1	Whole Foods	7250 W. Lake Mead	Lake Mead/Tenaya	2, 4, 5 and 6
2	Sahara West Library	9600 W. Sahara		1 and 4
2	Albertsons	10250 W. Charleston	Charleston/Town Center	4
2	Vons	820 S. Rampart	Charleston/Rampart	1, 4 and 5
3	Food 4 Less	3602 E. Bonanza Rd	Bonanza/Pecos	3 and 5
3	East Las Vegas Community Center	250 N. Eastern Ave	Eastern/Stewart	1 and 5
3	Albertsons	1760 E. Charleston	Charleston/Bruce	1 and 5
4	Desert Vista Community Ctr	10360 Sun City Blvd		2
4	Albertsons	7151 W. Craig Road	Craig/Tenaya	1 and 5
4	Albertsons	8350 W. Cheyenne	Durango/Cheyenne	1, 2, 5 and 6
5	Fresh & Easy	3053 N. Jones Blvd	Cheyenne/Jones	1, 4 and 6
5	Doolittle Community Center	1950 J Street	J Street/Lake Mead	1 and 3
6	Centennial Plaza		Centennial Center & Tropical Parkway	4
6	Albertsons	8410 Farm Rd	Farm/El Capitan	4

City of Las Vegas Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FIELD OPERATIONS
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a First Amendment to Disposition and Development Agreement between the City of Las Vegas and The International Church of Las Vegas for the development of a portion of the property located at Cliff Shadows Parkway and Novat Street, APNs 137-12-401-001 and 137-12-401-040 - Ward 4 (Anthony)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City leases the property from the BLM through a Recreation and Public Purpose Lease. The International Church of Las Vegas (ICLV) desires to develop and maintain a portion of the property. On January 9, 2008, City Council approved the Agreement for the development. The Agreement will now expire on January 8, 2011. ICLV desires to extend the term of the agreement to allow more time to establish the ability to develop the property. The term will be amended to continue for three additional years.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
First Amendment to Disposition and Development Agreement

FIRST AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

This First Amendment to the Disposition and Development Agreement ("First Amendment") is entered into and effective for all purposes as of _____, 20___by and between the City of Las Vegas, a municipal corporation in the State of Nevada ("CITY"), and The International Church of Las Vegas ("ICLV"). CITY and ICLV are individually or collectively referred herein as the "Party" or "Parties."

RECITALS

WHEREAS, ICLV previously entered into that certain Disposition and Development Agreement dated January 9, 2008, for the real property located at Cliff Shadows Parkway and Novat Street, Las Vegas, Nevada referred to as the "Property; and

WHEREAS, the CITY is a governmental entity, which leases the property from the Bureau of Land Management (BLM) through Recreation and Public Purpose Lease serial number N-75746 which was entered into on May 21, 2007, and which expires on May 20, 2032; and

WHEREAS, ICLV desires to develop and maintain a portion of the Property; and

WHEREAS, the assessor's parcel number for a portion of the Property has changed; and

WHEREAS, the Agreement expires January 8, 2011, ICLV desires to extend the term of the Agreement; and

WHEREAS, the Parties have agreed to amend the Agreement subject to the terms and conditions set forth in this First Amendment, and for good and valuable consideration; and

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Unless otherwise specifically defined in this First Amendment, the defined terms used herein shall have the meaning ascribed to them in the Agreement.

2. Section 1 of the Agreement shall be deleted entirely and replaced with the following:

> The property shall mean and include 4.57 acres of BLM leased land identified as a portion of parcel number's 137-12-401-001 and 137-12-401-040 as depicted in Exhibit "A".

3. Term. This First Amendment shall commence as of the date of approval (which date shall be inserted in the first paragraph of this First Amendment) and shall continue in force and effect for three (3) years. The Agreement may be extended by mutual agreement for a period negotiated by the Parties.

4. Counterparts; Electronic Delivery. This First Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, CITY and ICLV have executed this First Amendment as of the day and year first written above.

"CITY"
CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

Attest:

By: _____
Beverly K. Bridges MMC, City Clerk

Approved as to form:

By: John S. Ridilla 11/24/10
Deputy City Attorney Date

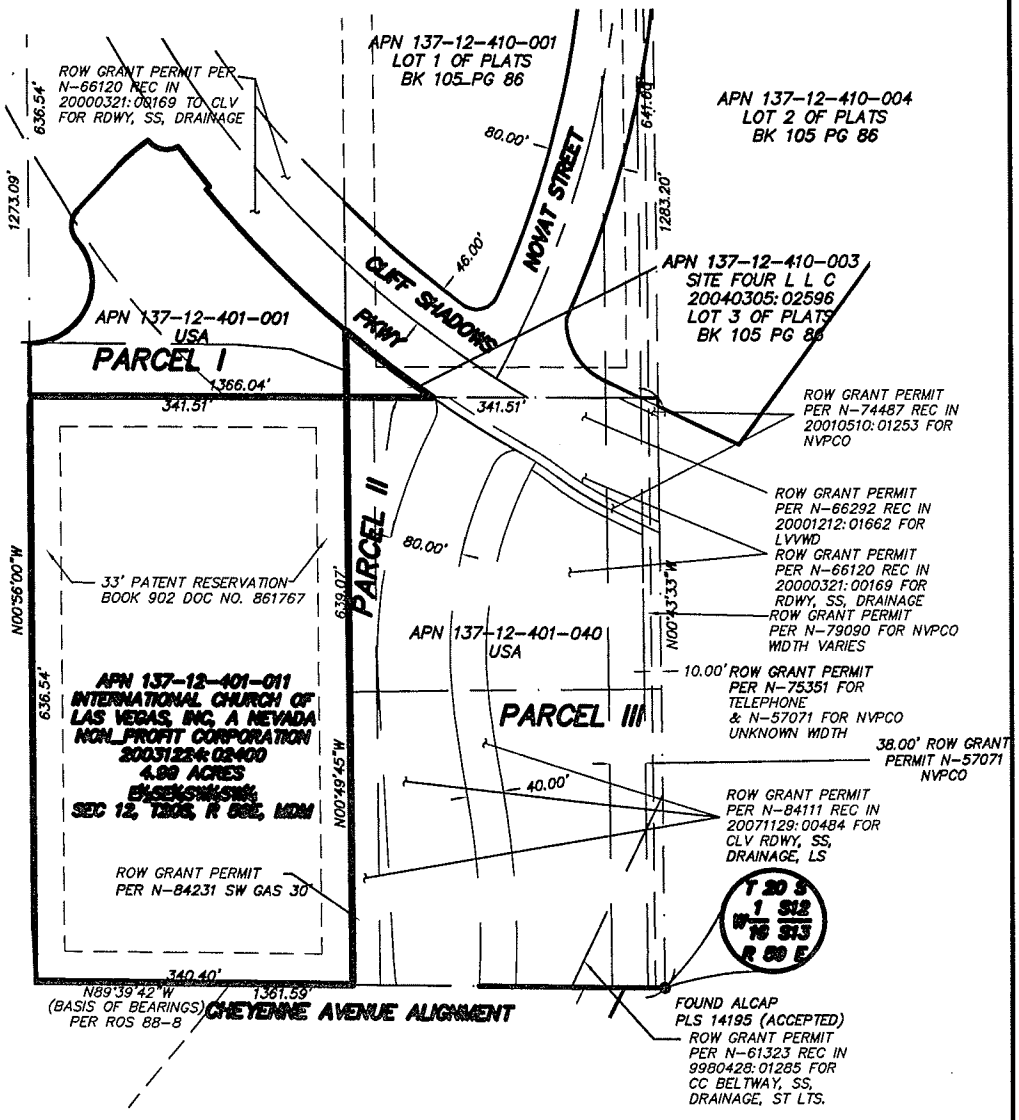
John S. Ridilla
Deputy City Attorney

"ICLV"
INTERNATIONAL CHURCH OF LAS VEGAS

By: _____

EXHIBIT "A"

TOTAL AREA OF THREE REMNANT PARCELS =
4.57 ACRES, MORE OR LESS



REMNANT PARCELS

1"=200'

ICLV

I: \LDD_PROJ\050915S-ICLV-BNDY.DWG

SOUTHWEST ENGINEERING
LAND PLANNING • MAPPING • DEVELOPMENT

3610 North Rancho Drive
Las Vegas, Nevada 89130
Telephone: (702) 648-9700
fax: (702) 648-4143

City of Las Vegas Agenda Item No.: **14.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $53,691,323.01
Funding Source: All Funds
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 12/01-12/14/10

City of Las Vegas

Summary of Cash Expenditures

For period of 12/01/10 to 12/14/10

Total Services & Materials Checks :	**$10,624,669.77**
Total Services & Materials EFT Payments :	**$12,775,386.33**
Total Wire Transfers:	**$20,591,725.24**
Total Payroll Checks:	**$9,699,541.67**
Grand Total:	**$53,691,323.01**

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On January 6, 2011 the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

City of Las Vegas Agenda Item No.: **15.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to allocate $100,000 of 1% Room Tax funding within the Public Works Capital Project Fund (CPF) to the Rampart Median Improvement project located on Rampart Boulevard from Lake Mead Boulevard to Cheyenne Avenue - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $100,000
Funding Source: Public Works CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
Public Works has reviewed the Rampart Median Improvement and determined that the necessary funding for the projects is $100,000. Funding to be provided by 1% Room Tax previously unallocated to a project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Public Works Capital Project Fund Listing

CITY OF LAS VEGAS
PUBLIC WORKS CAPITAL PROJECT FUND
Fiscal Year Ending June 30, 2011

As of January 5, 2011

Facility	Ward	Project to Date Funding	City Council Agenda 1/5/2011	Project to Date Funding
Charleston Blvd. Median Improvements		1,000,000		1,000,000
D Street Median Islands		702,676		702,676
Harris/Manning Parking Lot		125,000		125,000
Huntridge Phase 6		3,528,000		3,528,000
Jackson Ave. Median & Streetlights		1,100,000		1,100,000
RTC Pavement Overlay Projects		5,200,000		5,200,000
Sidewalk & Streetlight Improvements		600,000		600,000
Stewart Ave-Main Street_Maryland		9,007,692		9,007,692
Drainage Contribution Projects		539,000		539,000
Rampart Median Project			100,000	100,000
Total		21,802,368	100,000	21,902,368

City of Las Vegas Agenda Item No.: **16.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to allocate $1,000,000 of 5 Cent Ad Valorem Tax funding within the City Facilities Capital Project Fund (CPF) to the Atrium Building renovation project located at 333 North Rancho Drive - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,000,000
Funding Source: Public Works CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
Public Works has reviewed the Atrium Building renovation project and determined that additional funding of $1,000,000 is necessary in order to complete the project. Funding to be provided by 5 Cent Ad Valorem Tax previously unallocated to a project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
City Facilities Capital Project Fund Listing

CITY OF LAS VEGAS
CITY FACILITIES CAPITAL PROJECT FUND
For Fiscal Year ending June 30, 2011

As of January 5, 2011

Facility	Ward	Project to Date Funding	City Council Agenda 1/5/2011	Project to Date Funding
Atrium Building Renovation		9,700,000	1,000,000	10,700,000
City Hall Garage 500 South Main Street		30,572,647		30,572,647
Civic Center Plaza		157,100,000		157,100,000
Reed Whipple Fire Alarm and Sprinkler Installation		258,134		258,134
Westside School Improvements Phase 1		550,000		550,000
Westside School Improvements Phases 2		425,000		425,000
Westside School Improvements Phases 3		6,200,000		6,200,000
Total		204,805,781	1,000,000	205,805,781

City of Las Vegas Agenda Item No.: **17.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Downtown Vintage Guitars LLC, Location: 1106 South Third Street, Dates: January 7, 8, 21, 22, 28, and 29, 2011, Type: Special Event General, Event: Social Event, Responsible Person in Charge: Alicia Carter - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 6:00 p.m. - 12:00 a.m. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **18.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for R2K Enterprises LLC, dba R2K Studio, Location: 1201 South Commerce Street, Dates: January 7 and February 4, 2011, Type: Special Event General, Event: First Friday Event, Responsible Person in Charge: Chesley Owen - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 6:00 p.m. - 10:00 p.m. Estimated attendance is 40. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Supper Club License for a Change of Ownership and Change of Business Name, From: Z'Tejas Peccole Ranch (Non-operational), To: Firefly Westside LLC, dba Firefly Tapas Kitchen and Bar, 9560 West Sahara Avenue, John Simmons, Managing Mmbr - Ward 2 (Wolfson)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Supper Club License for a Change of Ownership and Change of Business Name.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Alcoholic Beverage Caterer License, Hennessey's Las Vegas, Inc., dba Hennessey's Tavern, 425 Fremont Street, Suite 110, Paul Hennessey, Pres, 100% - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a new Alcoholic Beverage Caterer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **21.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Gladys Jacks, dba G & S Salon, 9330 Sun City Boulevard, Suites 101 and 102, Gladys R. Jacks, Owner, 100% - Ward 4 (Anthony) [NOTE: This is an ancillary license to an existing salon - G & S Salon]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Massage Establishment License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative and subject to the following conditions:

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **22.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Phoenix Physical Therapy and Longevity Center, Inc., dba Phoenix Physical Therapy and Longevity Center, 950 South Durango Drive, Suite 120, Alina Kaufman, Pres, Dir and Eugene Kaufman, Secy, Treas - Ward 2 (Wolfson)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Massage Establishment License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Qiangguo Hu, dba Ruby Massage & Spa, 2600 West Sahara Avenue, Suite 115, Qiangguo Hu, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Massage Establishment License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following conditions:

1. Hours of operation: 8:00 a.m. to 9:00 p.m. daily.
2. A list of massage therapists shall be submitted each week to Business Services.
3. Any arrests or citations on the premises shall be reported in writing to Business Services within 48 hours of the incident.
4. Jinli Ran shall not have any involvement in the operation of the business or shall she be allowed on the business premises.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class II Secondhand Dealer License, Angela & Jonathan Hovda, dba From Diapers to Dorms, 7501 North Cimarron Drive, Suite 106, Angela Hovda, Owner, 100% jointly with spouse and Jonathan Hovda, Owner, 100% jointly with spouse - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following condition:

1. Limited to the sale of children's clothing, books, toys, school supplies, furniture, accessories, footwear, and other related items.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for City of Las Vegas, Cultural Affairs, Location: Historical 5th Street School, 401 South 4th Street, Date: January 12, 2011, Type: Special Event Beer/Wine, Event: Decade Art Exhibit, Responsible Person in Charge: Erin Stellmon - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 5:00 p.m. - 8:00 p.m. Estimated attendance is 25. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Bid No. 110048-LD, Purchase of Digester Cleaning Equipment located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: ENVIRONMENTAL SYSTEMS & COMPOSITES, INC. ($865,500 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $865,500
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This request is for the purchase of gas digester cleaning equipment to be installed at the Water Pollution Control Facility by others under separate contract with the City. The requirement includes a two-year maintenance agreement with two two-year options to renew.

PCC: L.E. Davis
POC: Lowell E. Howard - (425) 497-8111

RECOMMENDATION:
That City Council approve award of Bid No. 110048-LD, Purchase of Digester Cleaning Equipment to Environmental Systems & Composites, Inc. in the amount of $865,500 and the option to renew the maintenance agreement for two two-year periods in the additional amount of $45,000 per period. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Agreement No. 110114-DC, Construction Manager as Agent Services for Gowan Outfall - Lone Mountain Branch located at Rainbow Boulevard to Lone Mountain Road and the intersection of Lone Mountain Road and Decatur Boulevard - Department of Public Works - Award recommended to: POST, BUCKLEY, SCHUH & JERNIGAN, INC. ($950,000 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $950,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This agreement provides for full service construction management, inspection, material testing and review of plans drawings and specifications on the Gowan Outfall - Lone Mountain Branch project. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Shawn Meagher - (702) 263-7275

RECOMMENDATION:

That City Council approve award of Agreement No. 110114-DC, Construction Manager as Agent Services for Gowan Outfall - Lone Mountain Branch to Post, Buckley, Schuh & Jernigan in the amount of $950,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 110114-DC
2. Certificate - Disclosure of Ownership/Principals

CONSTRUCTION MANAGER AS AGENT AGREEMENT
FOR
GOWAN OUTFALL - LONE MOUNTAIN BRANCH

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 382-6222**, and **POST, BUCKLEY,SCHUH & JERNIGAN, INC.**, (the "Consultant"), whose address is **2270 Corporate Circle, Suite 100, Henderson, Nevada 89074**, and fax number is **(702) 990-7011**.

WITNESSETH:

WHEREAS, the City intends to construct the **Gowan Outfall - Lone Mountain Branch** (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the City desires to retain the services of a qualified consultant to assist the City in the management of the construction of the Project; and

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the

Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and

(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new Consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new Consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new Consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.*** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a

minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, or (iii)

deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

1.1 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

1.2 ***Counterparts; Electronic Delivery.*** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

1.3 ***Agreement Version.*** This document incorporates the standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By _____
Kathleen C. Rainey, Manager, Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 12/8/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By _____
Timothy Hammer, Associate Vice President
Post, Buckley, Schuh & Jernigan, Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 DESCRIPTION OF PROJECT

The project consists of the construction of an underground storm drain conveyance system approximately 1,400 linear feet in Rancho Drive and approximately 9,600 linear feet in Lone Mountain Road and other appurtenant collection facilities. Storm drain improvements range in size from 6' x 6' reinforced concrete box (RCB) to 14' x 7' RCB. Paving, excavation, drop inlets, reinforced concrete pipe (RCP) and transition structures are included. Improvements also include the removal and relocation of water and sewer lines; traffic signal modifications; removal and installation of FAST interconnect conduit and cable and removal and replacement of landscaping and irrigation systems.

100.2 CONDITIONS

100.2.1 "Contract Documents" as used herein refers to the documents referenced in the construction contract that describes the Contractor's scope of work. This may include, but is not limited to, drawings, specifications, general conditions, special provisions, reference standards, geotechnical data, surveys, reports, addenda, and change orders.

100.2.2 Consultant Proposals. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Agreement or included by reference, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments or references shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement, except that the scope shall not be less than the requirements in this Agreement, to avoid rep-typing standard schedules of hourly rates for personnel, rates for material tests and additional services, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments or references are to be ignored in connection with this Agreement, even if such attachments or references are signed by the parties to this Agreement.

100.2.3 Regulatory Authorities. The Consultant does hereby acknowledge, understand and agree that the City Engineer Division, acting as the City's representative for purposes of the Project, does not have control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Departments of the City of Las Vegas, plus Clark County and other agencies. The City' representative acts in a capacity similar to that of a representative working for a private property owner, which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer Division does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer Division. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

100.2.4 Certifications. To the extent certifications and special qualifications are required by regulatory authorities, laws, regulations, or this Agreement, the Consultant shall provide personnel with the proper credentials during the term of this Agreement. Should the Consultant or the Consultant's personnel be removed from qualification, certification, or otherwise be limited in their ability to perform their duties and responsibilities under this Agreement, the Consultant agrees to subcontract their responsibilities to a properly qualified and certified subconsultant at no additional cost to the City, who shall have the right to approve any such subconsultant prior to use.

100.3 REFERENCE STANDARDS

100.3.1 All Project work and services performed by the Consultant, Contractor, and others shall be in full compliance with applicable codes, ordinances, standards, and regulatory requirements.

100.3.2 The latest edition of the following reference materials, as applicable, shall be used as standards for inspection, coordination, project control, and other work performed under this Agreement:

100.3.2.1 Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)

100.3.2.2 Nevada Department of Transportation (NDOT) references (most current editions):

- **100.3.2.2.1** Road Design Division Manual, Parts 1 & 2.
- **100.3.2.2.2** Standard Specifications for Road and Bridget Construction (NDOT Silver book).
- **100.3.2.2.3** Standard Plans for Road and Bridge Construction.
- **100.3.2.2.4** Standard Construction Plan Symbols and Design Layout and Drafting Methods
- **100.3.2.2.5** Bridge Design and Procedures Manual

100.3.2.2.6 Nevada Work Zone Traffic Control Handbook
100.3.2.2.7 Design and Construction Standards for Wastewater Collection
100.3.2.3 Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)
100.3.2.4 Traffic Control Devices Handbook
100.3.2.5 Roadside Design Guide
100.3.2.6 American Society for Testing and Materials (ASTM)
100.3.2.7 A Policy on Geometric Design and Highway and Streets (AASHTO)
100.3.2.8 Clark County Regional Flood Control District's Policies and Procedures.
100.3.2.9 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.3.2.10 Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
100.3.2.11 American Concrete Institute (ACI)
100.3.2.12 The Asphalt Institute
100.3.2.13 Portland Cement Association (PCA)
100.3.2.14 City of Las Vegas Building Codes
100.3.2.15 International Building Code (IBC)
100.3.2.16 International Energy Conservation Code (IECC)
100.3.2.17 National Electric Code (NEC)
100.3.2.18 Southern Nevada Pool Code
100.3.2.19 Uniform Administrative Code
100.3.2.20 Uniform Mechanical Code (UMC)
100.3.2.21 Uniform Plumbing Code (UPC)
100.3.2.22 Uniform Fire Code, NFPA 1
100.3.2.23 City amendments to the above codes
100.3.2.24 City of Las Vegas Municipal Code Title 18 Subdivision Ordinances
100.3.2.25 City of Las Vegas Municipal Code Title 19 Zoning Code
100.3.2.26 Accessibility Laws, Codes, Standards, and Guidelines
100.3.2.26.1 Architectural Barriers Act
100.3.2.26.2 Rehabilitation Act
100.3.2.26.3 Americans with Disabilities Act (ADA)
100.3.2.26.4 Telecommunications Act (Section 255)
100.3.2.26.5 Rehabilitation Act Amendments
100.3.2.26.6 Access Board Guidelines
100.3.2.26.6.1 ADDAG (2004 or later) ADA-ABA Accessibility Guidelines
100.3.2.26.6.2 Recreation Facilities Guidelines
100.3.2.26.6.3 Outdoor Developed Area Guidelines
100.3.2.26.6.4 Play Area Guidelines
100.3.2.26.6.5 Building Elements Designed for Children's Use
100.3.2.26.6.6 State and Local Government Facilities
100.3.2.26.6.7 Public Right-of-Way Guidelines (Enforced by the USDOT Federal Highway Administration)
100.3.2.26.6.8 Electronic and Information Technology Accessibility Guidelines
100.3.2.26.7 ANSI 117.1
100.3.2.26.8 NRS 338.180.4 for building signage
100.3.2.26.9 NRS 484.408 and City Municipal Code for parking signage
100.3.2.27 Consumer Product Safety Commission Handbook for Public Playground Safety
100.3.2.28 Utility Company Design Standards
100.3.2.28.1 Las Vegas Valley Water District
100.3.2.28.2 NV Energy
100.3.2.28.3 CenturyLink
100.3.2.28.4 Cox Communications
100.3.2.28.5 Southwest Gas
100.3.2.28.6 Republic Service of Southern Nevada
100.3.2.29 Clark County Department of Air Quality and Environmental Management air quality regulations including Dust Control Permits and Supplemental Dust Control Permits, and Stationary Source Permits regulations for cooling towers, tanks, boilers including swimming pool heaters, gasoline pumps, and generators
100.3.2.30 Southern Nevada Health District design standards including food facilities, swimming pools, and underground tanks
100.3.2.31 Nevada Department of Environmental Protection regulations including General Discharge Permit for Oil/water Separators, National Pollutant Discharge Elimination Permit including construction dewatering, Construction Storm Water Permit, and Temporary Permit for Working in Waterways

100.3.2.32 Resources Conservation and Recovery Act (RCRA) regulations for hazardous waste disposal including mercury containing light bulbs, PCB ballasts, and lead paint
100.3.2.33 Toxic Substance Control Act (TSCA) regulations for asbestos containing materials

ARTICLE 101: THE CITY'S RESPONSIBILITIES

101.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

101.2 The City shall provide the Consultant with:

101.2.1 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

101.2.2 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.2.3 A management team to review submittals, and to work with the Consultant to achieve an acceptable, cost effective Project.

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

102.1 SCOPE OF SERVICES. The Consultant shall provide the following scope of services, as more fully described below:

102.1.1 CONSTRUCTION MANAGEMENT AS AGENT SERVICES
102.1.1.1 Pre-Construction Procedures
102.1.1.2 Construction Procedures
102.1.1.3 Close-Out Procedures

102.1.2 MATERIAL TESTING SERVICES

102.1.3 This scope is to be considered preliminary and may be altered at the direction of the City Representative as the Project develops.

102.1.4 Consultant services, duties, and responsibilities stated in any part of this Exhibit "A" are applicable to all parts (pre-construction, construction, close-out).

102.2 STAFFING REQUIREMENTS

102.2.1 The Consultant shall provide the following minimum personnel for the services to be performed under this Agreement. Reference the entire Agreement for additional staffing requirements.

102.2.2 Construction Manager. The Consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active contractors, civil engineer, or architect license in the State of Nevada pursuant to NRS 624, 625 and 623, respectively. The Construction Manager shall have a minimum of four years of post-licensure/registration progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the Project, and a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor.
102.2.2.1 Responsible control requires at least: a) weekly on-site field observations of the Project, b) supervision of staff's' work, and c) review of pertinent Project documents to ensure the success of the Project.

102.2.3 Construction Coordinator. The Consultant shall provide a qualified Construction Coordinator to oversee the daily construction administration, inspection and testing for the Project and to ensure timely submissions and processing of Project documents. The Construction Coordinator shall possess, at a minimum, a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor and one of the following:
102.2.3.1 A four year college degree in architecture, construction management or engineering discipline; or
102.2.3.2 Possess a CCMA, PMI, or any nationally recognized construction management program certification in lieu of a four year college degree; or
102.2.3.3 An equivalent combination of relevant education, training and construction experience totaling ten years or more in construction project management under the supervision of a licensed contractor, civil engineer, or architect.

102.2.4 Construction Inspector. The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the Contractor work is in compliance with the Contract Documents. The Construction Inspector shall possess certification(s) in one or more of the following: NICET, ICC, ICBO, IAS or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project, and a OSHA 10 hour Construction training course certificate from the U.S. Department of Labor.

102.2.5 Document Administrator. The Consultant shall provide an experienced Document Administrator or Inspector to assist the Construction Coordinator in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this Agreement. Reference the computer software requirements of this Exhibit for the technical skill requirements of this position.

102.2.6 Qualifications. The Consultant shall furnish a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the City may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the City. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the City.

102.2.7 Subconsultants. Services may be performed by subconsultants of the Consultant if the subconsultant is listed in **Exhibit "F"** Key Personnel List or approved in writing by the City prior to the subconsultant providing services. Otherwise all services will be performed by employees of the Consultant, who are approved in advance by the City. The City reserves the right to require the Consultant to replace any employee or subconsultant at any time for any reason.

102.3 EQUIPMENT REQUIREMENTS

102.3.1 Equipment. The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:
102.3.1.1 Vehicles as needed to travel the Project site and provide services, which shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.
102.3.1.2 A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.
102.3.1.3 Computer and communications systems required to manage the Project.
102.3.1.4 Surveying and GPS equipment, devices to measure lighting levels, coating thickness, material thickness gages, horizontal and vertical dimensions, slopes, flashlights, calculators, a level/transit, and camera.
102.3.1.5 Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.
102.3.1.6 A library of reference standards applicable to the Project, see list above.

102.3.2 Software
102.3.2.1 The Consultant's documentation shall, to the maximum extent possible, be prepared using Expedition software by Primavera. The consultant shall furnish the City an access code to give the City direct access to the software via the internet.
102.3.2.2 Where Expedition documentation capabilities are limited, provide documents in the following software formats: AutoCAD 2007, Microsoft Office 2007 and Microsoft Project 2000, or more recent versions.
102.3.2.3 Verify that digital electronic entries and submittals are free of electronic "viruses", "worms", "Trojan horses", and other malicious code using commercially available software with current virus definitions.

ARTICLE 103: CONSTRUCTION MANAGEMENT AS AGENT SERVICES - PRE-CONSTRUCTION PROCEDURES

103.1 DOCUMENT CONTROL

103.1.1 Document Setup & Review. The Consultant shall:
103.1.1.1 Provide a copy of their policy and procedure manual for construction management to the City for review and approval to use on the Project.
103.1.1.2 Setup the Expedition software, files, and forms in compliance with the City filing standards, enter in Expedition all initial available information, and provide copies of the completed information to the City Representative, including contact information of all Project participants and all Project correspondence received and generated.
103.1.1.3 Conduct a thorough review of the Project to determine all permits that are required for the Project and verify the permits have been obtained.
103.1.1.4 Perform a review of the Project documents and forward any review comments to the City Representative.
103.1.1.4.1 Documents. Minimum documents to review include, as applicable to the Project:
103.1.1.4.1.1 Construction Contract, Plans, General Conditions, Specifications, Special Provisions, and Addenda.
103.1.1.4.1.2 Geotechnical report and site survey.
103.1.1.4.1.3 Utility construction drawings including NV Energy, Phone, Cox Cable, SW Gas, and others.
103.1.1.4.1.4 LEED points to achieve for new building construction.
103.1.1.4.1.5 Hazardous material surveys, environmental phase 1 and 2 reports, and historical, paleontological, cultural, biological, endangered species surveys, if conducted.
103.1.1.4.1.6 Contractor's Dust Permit and Dust Mitigation Plan; Supplemental Dust Control Permit for demolition, relocation, or remodeling.
103.1.1.4.1.7 Contractor's Storm Water Permit and Storm Water Pollution Prevention Plan.

103.1.1.4.1.8 Contractor's Traffic Control Plan.
103.1.1.4.1.9 Contractor's trench safety plans and competent person submittal for OSHA compliance.
103.1.1.4.1.10 National Pollutant Discharge Elimination System Permit for groundwater discharge including construction dewatering (NPDES).
103.1.1.4.1.11 General Discharge Permit for Oil/Water Separators and Best Management Plan.
103.1.1.4.1.12 Air Pollution New or Modified Stationary Source Permit for cooling towers, boilers including swimming pool heaters, generators, gasoline distribution, and storage tanks.

103.1.1.4.2 Review. Minimum review of documents shall include:
103.1.1.4.2.1 A review for clarity, completeness, economic feasibility, buildability, errors and inconsistencies, omissions and missing information, inadequate detailing, dimensional accuracy and consistency, cross-references between various drawings and between drawings and specifications, and a cross-check between various design discipline drawings for conflicts.
103.1.1.4.2.2 A review of the contractual terms to determine the requirements for contract administration and enforcement.
103.1.1.4.2.3 A review of Performance Specifications for completeness, gaps in the scope of work, and the required coordination between trades.
103.1.1.4.2.4 A thorough comparison of the documents to the visual pre-construction site conditions including a review of the adjacent site conditions beyond that included in the documents.
103.1.1.4.2.5 A review of the Project site activities including such items as the construction limits and fencing locations, deliveries, traffic control, laydown and storage areas, field office and parking areas, temporary utilities, neighboring land interface, children's movement to and from the schools in the area, site security, safety, noise impacts, physical limitations for construction equipment and building components, drainage plan, and construction phasing.
103.1.1.4.2.6 A review of city furnished items for interface with the Contractor's work and schedule delivery.
103.1.1.4.2.7 A review of multiple owner construction contracts, if any, for coordination and interface.
103.1.1.4.2.8 Identification of activities that will benefit from pre-construction conference meetings and checklists such as major concrete pours and building roofing installations. Compile and distribute the list of required pre-construction conference meetings, and prepare checklists and meeting agendas for use in the meetings. Submit the Consultant's list of recommended pre-construction conference meetings to the City for approval.
103.1.1.4.2.9 A review of the common code complaint areas such as ADA slopes and electrical gear clearances.

103.1.2 Substitutions. The Consultant shall:
103.1.2.1 Receive all requests for substitutions from the Contractor and review them for Contract Document compliance, log them into Expedition, reject or forward them to the City Representative and designer for review and approval.
103.1.2.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Consultant shall forward a written notice of rejection to the City Representative for review and approval.

103.1.3 Contractor Submittals. The Consultant shall:
103.1.3.1 Prepare a master list of all contractually required submittals in Expedition and distribute copies.
103.1.4 Receive all Submittals from the Contractor and review each for Contract Doument compliance. In the event the submittal is received in a manner contrary to the Contract Documents, the Consultant shall forward a notice of rejection to the Contractor, designer and the City Representative for review and record. No disclaimers are allowed on any document submittals.
103.1.4.1 Generate a submittal log in Expedition showing each submittal, the date received, date forwarded to the designer, number of days with the designer, date returned, designer's response, and the date returned to Contractor.
103.1.4.2 All submittals that are received in accordance with the Contract Documents shall be logged into Expedition and forwarded to the designer for review and approval or rejection.
103.1.4.3 Re-Submittals shall be handled in the same manner as the original submittal.
103.1.4.4 Prepare a list of deferred submittals provided for in the Contract Documents. Require a schedule for these submittals from the Contractor and track each deferred submittal to insure the Contractor submits and receives approval so as not to impact the Project schedule.

103.2 PROJECT CONTROL

103.2.1 Meetings. The Consultant shall participate in preconstruction meetings, job conferences, public information meetings, and other related preconstruction meetings. Generate and distribute minutes of all such meetings.
103.2.1.1 Participate in an initial and periodic "Partnering Meetings" with the City and the Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

103.2.2 Material Deliveries. The Consultant shall ensure that material deliveries match the approved submittals, and that material handling and storage complies with manufacturer's recommendations, industry practices, and the Contract Documents.

103.3 TIME AND BUDGET

103.3.1.1 Preliminary Project Schedule. The Consultant shall: 1) review in detail and report to the City Representative on the compliance with the Contract Documents of the Contractor's preliminary progress schedule, baseline schedule, and schedule reports, 2) ensure that the Contractor's baseline schedule adequately depicts all of the significant work activities with reasonable timelines, and 3) provide a written analysis report of the Contractor's baseline schedule.

103.3.2 Contractor Payment Format. The Consultant shall review the Contractor's payment request format, quantities, schedules, and line items for compliance with City requirements and the Contract Documents.

103.3.3 Project Status Reports. The Consultant shall review with the City the required format and schedule of the periodic Project status updates to be provided by the Consultant over the course of the work.

ARTICLE 104: CONSTRUCTION MANAGEMENT AS AGENT - CONSTRUCTION PROCEDURES

104.1 DOCUMENT CONTROL

104.1.1 The Consultant shall create and maintain in Expedition the daily reports, submittals, requests for information, field directives, construction change directives, change orders, correspondence, and any other documents generated. Logs shall show the date each document was received, the content of the document, the date forwarded to whom, the date returned, the number of days with the reviewer, the response, and the date returned to the Contractor.
104.1.2 The Consultant shall maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment and provide an up-to-date list to the City Representative.
104.1.3 Prepare and maintain all documents required to meet regulations.
104.1.4 Use acid free paper for Project documents that will become the permanent record for the Project.

104.1.5 Daily Reports. The Consultant shall:
104.1.5.1 Be responsible for producing, in Expedition and separate from the Contractor's daily report requirement, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.
104.1.5.2 Ensure that the Consultant's daily reports include all of the items required in the Contract Documents, including:

- **104.1.5.2.1** Working and non-working hours on the Project site,
- **104.1.5.2.2** The weather conditions and possible weather related delays,
- **104.1.5.2.3** Name of contractors, suppliers and distributors on site and number of workers for each listed by skill level,
- **104.1.5.2.4** Deliveries made and the quantity of each delivery,
- **104.1.5.2.5** Equipment on site by model, and year if possible and whether it was active or idle,
- **104.1.5.2.6** Inspections and tests conducted and the amount of inspector time spent on site,
- **104.1.5.2.7** Construction activities conducted and work completed including daily quantities,
- **104.1.5.2.8** Traffic controls in place,
- **104.1.5.2.9** Description of any controversy and how or if the dispute was settled; any problems that may have delayed the progress and the reasons for the delay together with the amount of time, personnel and equipment that were idled due to the problem; dates relative to questions of extras or deletions,
- **104.1.5.2.10** Instructions given and received and how and to whom the instruction was transmitted (field directive, change order, etc.),
- **104.1.5.2.11** Any accidents on site and in the general vicinity; safety concerns and actions taken,
- **104.1.5.2.12** Full descriptions of any utility conflicts or hits encountered together with actions taken and resources idled.

104.1.6 As-Builts. The Consultant shall:
104.1.6.1 Maintain a complete set of as-built drawings and specifications for the Project, independent of the Contractor's as-builts.
104.1.6.2 Verify that the Contractor is maintaining as-built drawings and specifications in accordance with the Contract Documents.

104.1.7 Photographs. Provide daily photographic documentation of Project site, on CD ROM, prior to and during construction, and make special note of any pertinent situations.

104.1.8 Project Status Reporting. The Consultant shall:
104.1.9 Provide periodic project status updates in accordance with city management reporting frequencies and as instructed by the City Representative.
104.1.9.1 Prepare a monthly progress and summary report and submit it to the City with the Consultant's monthly invoice for services.

104.2 PROJECT CONTROL

104.2.1 The Consultant shall have a representative on-site at all times during construction activity to ensure that activities are performed in accordance with the Contract Documents.

104.2.2 Authority.

104.2.2.1 The Consultant has the authority to:

104.2.2.1.1 Issue Notices of Non-Compliance, after consultation with the City.

104.2.2.1.2 Reject delivered non-compliant materials.

104.2.2.1.3 Issue clarifications not resulting in cost, time or esthetic changes, after consultation with the City.

104.2.2.1.4 Issue Field Directives for emergencies and situations that require immediate response, after making every effort to immediately consult with the City about the directive.

104.2.2.2 The Consultant does not have the authority to:

104.2.2.2.1 Sign Construction Change Directives.

104.2.2.2.2 Sign Change Orders.

104.2.2.2.3 Sign the Certificate of Substantial Completion.

104.2.2.2.4 Revise the design or approve alternate materials.

104.2.2.2.5 Inspect any work other than that for which they are specifically certified.

104.2.2.2.6 Make public news releases or other information about the Project available to the public or news media.

104.2.2.2.7 Sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed for as received.

104.2.3 Meetings. The Consultant shall:

104.2.3.1 Organize and lead all progress and pre-placement meetings in accordance with the Contract Documents.

104.2.3.2 Record all meeting minutes in Expedition and distribute copies for review and approval, and make any reasonable and merited adjustments to the meeting minutes when requested.

104.2.3.3 Participate in periodic partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.

104.2.4 Coordination. The Consultant shall:

104.2.4.1 Coordinate with agencies and City staff on all aspects of the Project.

104.2.4.2 Keep agencies informed of the City's public information program.

104.2.4.3 Work with the City public information officer in coordinating groundbreaking and grand opening events, and emergency situations.

104.2.4.4 Work with homeowners, businesses and the public at large to resolve issues and provide updated information as required to give notice of upcoming work activity that may impact them.

104.2.4.5 Monitor any utility work required on the Project, maintain 24 hour phone numbers for utility company contacts, ensure that the proper notices to property owners have been delivered for shutdowns, and coordinate the work with the respective utility agencies and companies.

104.2.4.6 Coordinate the activities of any environmental monitoring required for the Project.

104.2.4.7 Work with the Contractor to resolve coordination issues.

104.2.5 Material Testing. The Consultant shall:

104.2.5.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the City's consultants.

104.2.5.2 Ensure that all testing required by the Contract Documents are conducted and the results are distributed.

104.2.5.3 Review and respond to all inspections and test results provided by the Contractor and forward copies of each to the City Representative and designer for review and approval.

104.2.6 Issues Management. The Consultant shall:

104.2.6.1 Track and analyze all Project issues, disputes, and claims. In Expedition link and attach all of the reference documents relating to each issue.

104.2.6.2 Identify and immediately notify the City Representative of any items that have the potential to result in additional project time or cost impact.

104.2.6.3 Consult with and advise the City as to possible change orders; prepare and issue change orders as requested by the City.

104.2.6.4 Report immediately to the City upon the occurrence of any accident or safety concern and document information observed and corrective actions taken. Prepare incident reports for all accidents, regardless of the parties involved.

104.2.6.5 Monitor the Contractor's compliance with any NPDES permits and applicable Best Management practices, issue Notices of Non-Compliance, and notify the applicable enforcement agency, as appropriate.

104.2.6.6 Monitor and respond to all traffic control issues.

104.2.7 Notices of Potential Claim. The Consultant shall:

104.2.7.1 Forward any and all Notices of Potential Claim to the City Representative for review and record.

104.2.7.2 Develop a summary of events and submit it with the Notices of Potential Claim.

104.2.7.3 Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.

104.2.7.4 Report any verbal notices of claim to the City Representative and advise the Contractor that written notice is required by the Contract Documents. If written notice is not provided by the Contractor within 48 hours, issue a letter to the Contractor requesting the Contractor's position on the issue in writing.

104.2.8 Communication.

104.2.9 All construction communication between the Contractor's team and the City's team must be funneled to and conducted between the Consultant/City Representative and the Contractor's superintendent/project manager.

104.2.10 All directions to the Contractor shall be in writing except that verbal direction may be provided 1) when safety violations are observed which could threaten life or property, or 2) when a potential delay can be averted by directing the Contractor to proceed. Any verbal directions must be followed by written confirmation to the Contractor within 24 hours.

104.2.11 The Consultant shall not provide verbal interpretations of the technical portions of the drawings and specifications, but rather refer such questions to the designer or City Representative for an answer.

104.2.12 The Consultant shall note in its Daily Report any verbal or written instructions given or received.

104.3 INSPECTION

104.3.1 General. The Consultant shall:

104.3.1.1 Provide inspection of all construction to ensure conformance with the Contract Documents, including the following as applicable to the Project.

104.3.1.2 Verify that all materials match the approved submittals, upon delivery and prior to installation.

104.3.1.3 Verify that the construction matches the dimensions in the Contract Documents.

104.3.1.4 Request verification of the Contractor for any work that appears mislocated on the site either horizontally or vertically. Notify the City Representative if the Contractor does not satisfy the Consultant about the issue so additional surveying may be conducted.

104.3.1.5 Verify that all inspections for permits, code, regulations, and Contract Document compliance have been approved prior to the Contractor concealing any work. This includes, but is not limited to, inspections by agencies, utilities, Public Works, Building and Safety, and Special Inspectors.

104.3.2 Roadway. The Consultant shall ensure that:

104.3.2.1 Utilities are marked.

104.3.2.2 A licensed surveyor provides construction staking showing cut and fill elevations to subgrade and limits of roadway.

104.3.2.3 The Contractor provides someone to perform grade checking as they excavate or place borrow.

104.3.2.4 After Contractor's grade checker verifies the finished grade elevation for subgrade, a licensed Nevada surveyor provides hubs verifying the subgrade elevation at 50 foot intervals. At a minimum, the hubs are to be placed at the back of curb and roadway crown locations.

104.3.2.5 The City material testing consultant provides field density testing of the subgrade material for conformance to the Contract Documents.

104.3.2.6 The licensed surveyor provide hubs at 50 foot intervals after the Contractor completes the placement of aggregate base course material and has the grade checker verify the finished grade elevation. At a minimum the hubs are to be installed at the back of curb and roadway crown locations.

104.3.2.7 The field density testing of the aggregate base placement acceptable for grade and surface tolerances has been satisfactorily met.

104.3.2.8 The Contractor has approved submittals for aggregate base courses and geotech tile material, if applicable, prime and tack coat, and AC plant mix prior to Contractor placing material.

104.3.2.9 The Contractor place tack coat and prime coat, if applicable, prior to placing bituminous plant mix surfacing.

104.3.2.10 The proper AC mix is used and collect AC tickets while Contractor places AC plant mix.

104.3.2.11 The AC plant mix placement surface is compliant for required texture and tolerance.

104.3.3 Traffic Control. The Consultant shall:

104.3.3.1 Maintain copies of approved barricade plans and perform a daily traffic zone review for compliance.

104.3.4 Concrete Structures. The Consultant shall ensure that:

104.3.4.1 The Contractor submittals including mix designs have been approved prior to installation.

104.3.4.2 The Pre-placement Inspections have been completed including:

104.3.4.2.1 Lines and Grades including location, elevation, dimensions, shape, drainage, preparation of surface, and bearing.

104.3.4.2.2 Forms including specified type, location, dimensions, tolerances, alignment, stability, surface preparation, tightness, chamfer strips, inspection openings, cleanliness, temperature, and accessories.

104.3.4.2.3 Reinforcing Steel including size (diameter, length, bends, anchorage), grade, location (number of bars, spacing, cover), splices (overlap, mechanical splice, welded joint, welder qualifications and welder procedures), stability (wire ties, chairs, spacers), cleanliness (no loose rust, oil, paint, dried mortar, concrete), and protective coating.

104.3.4.2.4 Prestressing Steel (pre- and post-tensioned) including strand, wire, or bar placement, size, location, grade, anchorage, tensioning sequence, loading and elongation measurements, concrete stressing strength verification, cleanliness, condition of sheathing and protective coating, grouting of post-tensioned tendons, and sealing of the end anchors.

104.3.4.2.5 Embedments including location, size, and condition.

104.3.4.2.6 Blockouts including location, size, and condition.

104.3.4.3 The Placement Inspections have been completed including:

104.3.4.3.1 Conditions including coordination of concrete delivery, protection against sun, rain, hot, cold, lighting and power.

104.3.4.3.2 Field Tests of Concrete including use of specified mix, field water additions, slump (AASHTO T119), temperature (maximum and minimum as specified), air content (pressure or volumetric, AASHTO T196, T152), unit weight (AASHTO T121), yield (AASHTO T121), cylinder specimens (identification, mix, location, date), discharge of ready-mix concrete truckload before 300 revs or 90 minutes (ASTM C94), and initial curing of cylinder specimens, i.e. field curing (AASHTO T23).

104.3.4.3.3 Conveyance of Concrete including nonreactive materials, prevention of segregation and loss of materials, prevention of contamination, condition of conveying equipment (smooth surfaces, no holes, cleanliness), and use of drop-chutes or funnel hoses to contain freefall.

104.3.4.3.4 Placement of Consolidation of Concrete including preparation of contact surfaces, ability of conveying method to place concrete in all areas of the placement, mortar bedding (use of starter mix), prevention of segregation (no chuting or dropping against forms or reinforcement), depth of layer (maximum limit), external vibration (spacing to prevent dead spots), internal vibration (depth of insertion, spacing, time, vertical insertion, no movement of concrete by vibration), even layering around openings and embedments, removal of bleed water, and removal of temporary ties and spacers.

104.3.4.3.5 The Post-Placement Inspections and Tests have been completed including:

104.3.4.3.6 Finishing, curing, and formwork and shore removal including specified finish, protection of surfaces from cracking due to rapid drying, proper curing temperature, form removal (field cured cylinder tests or other approved tests), curing compound (ASTM C309), and finish of formed surfaces (patching and repairs).

104.3.4.3.7 Shoring Removal including location, time of removal, and sequence of removal.

104.3.4.3.8 Tests of Hardened Concrete including curing of specimens (AASHTO T23), preparation of concrete cores (AASHTO T22), capping (ASTM C617), tests for compressive strength (AASHTO T22), tests for split tensile strength (ASTM C496), air dry unit weight of lightweight concrete (ASTM C567), flexural strength (ASTM C293, ASTM C78), specific gravity, absorption, and voids (ASTM C642), first crack strength and toughness fiber reinforcing (ASTM C1018), and non destructive tests.

104.3.5 Underground Utilities. The Consultant shall ensure that:

104.3.5.1 The Contractor is notifying all utilities affected to have their underground utility lines and substructures marked prior to construction.

104.3.5.2 The Contractor is delivering and installing materials that match the approved submittals.

104.3.5.3 The Contractor has notified the City five days in advance of construction that he has reviewed the locations and potholed all existing underground utilities that may have a conflict with any portion of the work.

104.3.5.4 The Contractor has notified all affected property owners 48 hours in advance of any scheduled utility shutdowns.

104.3.5.5 The Contractor is in compliance with OSHA Construction Standards and the Contract Documents for trench safety and excavations. Consultant shall perform a daily review of any open trenching for compliance. The Consultant shall be thoroughly knowledgeable with OSHA Construction Standards 29 CFR Part 1926 Subpart P Excavations and the City's Safety Policy/Procedure for Excavations, and immediately notify the Contractor and City Representative of any safety concerns.

104.3.6 On-Site Construction. In addition to the code inspections being conducted by Building and Safety, Special Inspectors, and the City's traffic equipment field personnel for site electrical and streetlights, the Consultant shall ensure that the constructions is compliant with the Contract Documents, including:

104.3.6.1 Site Work including survey, rough grading, parking lot, lighting, walkways, landscape, irrigation, utilities, ADA accessibility, and site specialties.

104.3.6.2 Building Work including structural, mechanical, plumbing, electrical, fire sprinklers, communication systems, alarm systems, architectural finishes, ADA accessibility, and specialties.

104.3.6.3 At a minimum, verify and measure the following items, if specified:

104.3.6.3.1 Exterior concrete flatwork is at least ¼ inch below finished floor slab elevation.

104.3.6.3.2 Metal gauges of flashings, roofing, doors and frames.

104.3.6.3.3 Exterior metal surfaces are galvanized including hollow metal doors and frames.

104.3.6.3.4 Sheet metal backing is provided on sidewalls of exterior doorways.

104.3.6.3.5 Exterior door hardware is stainless steel.

104.3.6.3.6 Paint thicknesses and minimum number of coats.

104.3.6.3.7 Wood door tops and bottoms are painted.

104.3.6.3.8 Powder-coated painted surfaces are powder-coated.

104.3.6.3.9 Sidewalks not more than 5% and handicap parking spaces not more than 2% slopes.

104.3.6.3.10 Wheelchair space concrete slab area next to the end of benches is provided.

104.3.6.3.11 Five foot diameter clear space in every room for wheelchair turnaround.

104.3.6.3.12 Thresholds and storefront window sills are set in mastic.

104.3.6.3.13 That the roofing manufacturer's representative is present during installation and approves the installation.

104.3.6.3.14 Ceramic tile joints align with structural joints, with sealant and backer rod.

104.3.6.3.15 Six foot minimum clearance from top of totlot equipment to fabric shade.

104.3.6.3.16 Concrete slabs slope to drains. Slabs recessed for floor finishes.

104.3.6.3.17 THW cu wire is used for all exterior electrical.

104.3.6.3.18 Exterior light poles have oversized handholes per city standards.
104.3.6.3.19 Electrical clearances around installed gear meet code.
104.3.6.3.20 Electrical circuit, panel, and equipment labeling meets city standards.

104.3.7 Traffic Signals and Streetlights. The Consultant shall ensure that, if applicable:
104.3.7.1 The construction is complete and accurate prior to the Contractor calling for inspection by the City's traffic equipment field personnel.
104.3.7.2 Recurrent problems are not occurring, including:
104.3.7.2.1 Foundations at the wrong elevation, location, orientation, or bolt size,
104.3.7.2.2 Pull box lids incorrectly marked, street lighting,
104.3.7.2.3 Items missing such as street name signs, block # signs, pole and arm caps, and video cameras,
104.3.7.2.4 Traffic signal heads loose or turned, and
104.3.7.2.5 Underground conduit size incorrect.
104.3.7.3 The Public Works construction services inspection checklist has been reviewed by the Consultant and Contractor prior to calling for inspection including:
104.3.7.3.1 Traffic Signal luminaries, poles, signal mast arm, luminare arm, signal head, opticom, pedestrian heads, J-boxes, push buttons, auto-scope, street name sign, pole base, pull boxes, inductive loops, wire and cabling, signal cabinet, crash caps, signage, and road markings.
104.3.7.3.2 Streetlight luminaries, poles, foundations, pull boxes, crash caps, conduits, and wire and splices.

104.4 TIME AND BUDGET

104.4.1 Contractor Payments. The Consultant shall:
104.4.1.1 Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.
104.4.1.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.
104.4.1.3 In regard to each payment application, issue a recommendation (approval or denial) to the City Representative as to why. The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.
104.4.1.4 Complete the City's standard pay request form and maintain a pay request funding source tally if requested by the City Representative.
104.4.1.5 Provide the written notice required by NRS 338.525 to the Contractor within 20 days for each payment that is less than the amount claimed by the Contractor, and deliver the notice to the Contractor in accordance with NRS 338.455.

104.4.2 Prevailing Wage Records. The Consultant shall:
104.4.2.1 Review the Contractor's monthly prevailing wage records for completeness and accuracy.
104.4.2.2 Notify the City Representative of any reported or discovered prevailing wage violations.
104.4.2.3 Forward all reviewed prevailing wage records to the City for archiving.

104.4.3 Quantities. The Consultant shall:
104.4.3.1 Monitor bid quantities for construction overruns and notify the City Representative if quantities are exceeding the bid amount.

104.4.4 Change Orders. The Consultant shall:
104.4.4.1 Create a Change Order Request (COR) log in Expedition; receive and log all Contractor submitted CORs.
104.4.4.2 Review all CORs and forward them to the City Representative and designer. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.
104.4.4.3 Assist in the negotiations of Change Order pricing.
104.4.4.4 Draft rejections of CORs as deemed appropriate and forward them to the City Representative for review and approval.
104.4.4.5 Prepare the application form and present change orders before the City Change Order Committee for approval.
104.4.4.6 Coordinate and seek the signatures for approval from the City Representative, designer and Contractor for all approved change orders.
104.4.4.7 In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Change Directive to the Contractor and forward copies to the City Representative and designer for review and approval.
104.4.4.8 Track Construction Change Directive (force account) work in sufficient detail to properly evaluate the work effort for payment.

104.4.5 Schedule Submittals. The Consultant shall:
104.4.5.1 Monthly. Review the Contractor's monthly submitted updated schedules during the course of construction for slippage's, logic revisions, changes from previous schedules, incorporation of changed conditions, reasonableness, resource loading, and compliance with the Contract Documents.
104.4.5.2 Revised. Ensure that the Contractor submits revised schedules more frequently than monthly whenever conditions warrant or the Contract Documents require.
104.4.5.3 Recovery. When required by the Contract Documents or requested by the City Representative, require a recovery schedule from the Contractor that is acceptable to the City. Review, monitor, and advise the City on the revised schedule and the course of the recovery.

104.4.6 Schedule Reporting. The Consultant shall:

104.4.6.1 Report all schedule changes to the City within ten working days.
104.4.6.2 Generate a response to the Contractor, which either approves or rejects each Contractor's monthly progress schedule submittal.
104.4.6.3 Provide a monthly written analysis report of the Contractor's monthly update schedule to the City Representative for review and approval.

104.4.7 As-built Schedule. The Consultant shall maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Representative each month.

ARTICLE 105: CONSTRUCTION MANAGEMENT AS AGENT - CLOSEOUT PROCEDURES

105.1 DOCUMENT CONTROL

105.1.1 General. Provide a complete record of Project documentation to the City Representative for Project closeout.

105.1.2 Equipment Verification. The Consultant shall:
105.1.2.1 Ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Contract Documents.
105.1.2.2 Ensure that all related equipment manuals and warranties are accounted for and delivered to the City Representative.
105.1.2.3 Verify that all spare parts and materials are provided and accounted for in accordance with the Contract Doument requirements.

105.1.3 As-Builts. The Consultant shall:
105.1.3.1 Review the Contractor's as-built drawings and specifications for accuracy and completeness, compare to the Consultant's as-built set, and consolidate the variations into a single set of documents.
105.1.3.2 Verify that the Contractor has provided accurate monument pre-tie sheet and post-tie sheet information acceptable to the City Surveyor and include in the as-built set of documents.
105.1.3.3 Delivery the coordinated set of as-builts to the City Representative.

105.1.4 Final Report and Delivery of Project Documentation. The Consultant shall:
105.1.4.1 Prepare a final Project summary report.
105.1.4.2 Complete the City's Contractor evaluation form.
105.1.4.3 Deliver all electronic and Expedition files on computer disk (DVD) and hard copy. See Exhibit "B".
105.1.4.4 Place and label Project files in standard stackable cardboard file storage boxes 12x15x10 with lids.
105.1.4.5 Deliver to the City Representative the complete Project record within 30 days of final payment to the Contractor.
105.1.4.6 Maintain copies of Project files for three years.

105.2 PROJECT CONTROL AND INSPECTION

105.2.1 Punchlists and Substantial Completion. The Consultant shall:
105.2.1.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant shall coordinate and participate in the walk through with the City Representative, designer, and Contractor.
105.2.1.2 For projects with permits issued by Building and Safety, collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.
105.2.1.3 Develop in Expedition a punchlist generated from the walk through and forward it to the City Representative and designer for review and approval prior to forwarding to the Contractor.
105.2.1.4 Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in Expedition and issue a Certificate of Substantial Completion for signature by the City Representative and designer. Forward fully signed copies to the City Representative and designer for record.
105.2.1.5 Observe and verify that all punchlist items are completed in accordance with the Contract Documents.
105.2.1.6 Upon proper completion of the punchlist items, the Consultant shall ensure that the City Representative is properly and promptly notified to allow for Contractor payment.
105.2.1.7 If requested by the City Representative, assist the facility occupants in coordinating their move in, re-keying, utility services and building system maintenance and security contracts.

105.3 TIME AND BUDGET

105.4 Claims. The Consultant shall evaluate outstanding claims by the Contractor and others and make recommendations concerning each to the City, and work with the City to resolve each.

105.5 Permits. The Consultant shall verify that all permits issued have been completed, signed off by all parties, and filed with the issuing agency; assist the City and Contractor in closing open permits as needed. This includes, but is not limited to, City of Las Vegas, Clark County, Clark

County Department of Air Quality and Environmental Management, Southern Nevada Health District, Nevada Division of Protection, Nevada Department of Transportation, and Federal NEPA permits.

105.6 Final Quantities. The Consultant shall determine the final quantities for unit price items and forward a summary to the City Representative for review and record.

105.7 Withholding. The Consultant shall determine the proper amounts to withhold for improper, defective, incomplete, and other punch list work and notify the Contractor in accordance with NRS 338.525 and 338.455. Immediately notify the City Representative when withheld work is satisfactorily completed so payment can be made within 30 days as required by NRS 338.525.

105.8 Liquidated Damages. The Consultant shall determine the amount to subtract from the Contract Amount for Liquidated Damages due to late Project completion and other items contained in the Contract Documents and advise the City Representative, including the following as applicable:

105.8.1 On-Site Work:
- **105.8.1.1** Section 01700, Work Required Complete Prior to Substantial Completion
- **105.8.1.2** Section 01700, Punchlist Completion

105.8.2 Right-of-Way Work:
- **105.8.2.1** Section 108, Punchlist Completion
- **105.8.2.2** Section 624, Traffic Control Plan Deficiency - Maintenance
- **105.8.2.3** Section 624, Traffic Control Plan Deficiency - Safety
- **105.8.2.4** Section 623, LVACTS/FAST Cable Damages

105.8.2.5 Final Payment. The Consultant shall:

105.8.2.6 Collect the required affidavits and related documents required to accompany the final payment and forward them to the City Representative including for all projects:
- **105.8.2.6.1** Certificate of Substantial Completion
- **105.8.2.6.2** Consent of Surety to Final Payment
- **105.8.2.6.3** Consent of Surety and Increase of Penalty
- **105.8.2.6.4** Affidavit of Payment of Debt and Claims

105.8.2.7 And for particular projects as applicable:
- **105.8.2.7.1** Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.
- **105.8.2.7.2** Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.
- **105.8.2.7.3** State Engineer Dam Safety Permission to Impound submittal package.

105.8.2.8 Review the Final Payment request for the proper accounting of all change orders, modifications, final quantity reconciliation, permanent withholding, liquidated damages, and other adjustments made to the Contract Sum over the course of the Project.

105.8.2.9 Obtain the Final Payment approval from the City Representative.

ARTICLE 106: MATERIAL TESTING SERVICES

106.1 GENERAL

106.1.1 The Consultant shall provide staffing and AASTHO certified lab services to provide quality control testing and inspection during construction. The Consultant shall be responsible for reviewing documentation including test reports to ensure compliance with the Contract Documents.

106.1.2 All terms and conditions contained in the Construction Management as Agent Services section of this Agreement also apply to the Material Testing Services and personnel.

106.1.3 Upon discovery the Consultant material testing personnel shall immediately reject unacceptable materials during delivery or installation, and so notify the Contractor verbally and in writing within 24 hours, without prior consultation with the City Representative. Notify the City Representative as soon as practical and enter in the Daily Report.

106.2 DOCUMENTATION

106.2.1 The Consultant's field testing personnel shall notify the City Representative when establishing the time of arrival and departure from the site, or the Consultant's Construction Coordinator if the City Representative is not on site.

106.2.2 The Consultant shall prepare Daily Reports noting the following minimum information over the course of the Project:
- **106.2.2.1** Time beginning inspection and testing
- **106.2.2.2** Time ending inspection and testing
- **106.2.2.3** Total man-hours for each pay rate spent for each day
- **106.2.2.4** Tests or inspections performed

106.2.2.5 Rejected materials, failed tests or inspections, re-inspections conducted, uncorrected work

106.2.3 The Consultant shall immediately report to the City Representative verbally and in writing any:

106.2.3.1 Testing or inspection that fails specifications or requirements.
106.2.3.2 Missed testing or inspections.
106.2.3.3 Testing where there is a reasonable doubt that the future test results may not meet the specifications.
106.2.3.4 Construction that proceeds without the required testing or inspection.
106.2.3.5 Construction that proceeds after uncorrected failed test results or doubtful future results.
106.2.3.6 Construction that is not in compliance with the Contract Documents.
106.2.3.7 Structural failure or collapse.
106.2.3.8 Disciplinary actions taken by regulatory authorities against the Consultant or Contractor.

106.3 SAMPLING AND TESTING CRITERIA

106.3.1 FIELD TESTING

106.3.1.1 The Consultant shall provide field testing for soil, aggregate, concrete, and asphalt required by the Contract Documents.
106.3.1.2 The Consultant shall review and maintain field-testing data and reports for contract compliance.

106.3.2 LABORATORY TESTING

106.3.2.1 The Consultant shall provide laboratory testing for soil, aggregate, concrete, asphalt, and pipe lining required by the Contract Documents.
106.3.2.2 The Consultant shall maintain all source testing data and reports, including retesting of failed tests.

106.3.3 LABORATORY TEST RESULTS

106.3.3.1 Soil Tests

106.3.3.1.1 The Consultant shall perform relative compaction test of subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the City and follow testing frequencies as shown in Item 4 – Testing Requirements. Test results shall be reviewed and delivered to the City's Representative prior to the Consultant leaving the construction site daily.
106.3.3.1.2 The Consultant shall retrieve samples from the Project site and perform laboratory Moisture Density tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.3 The Consultant shall retrieve samples from the Project site and perform laboratory Sieve Analysis tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.4 The Consultant shall retrieve samples from the Project site and perform laboratory R-Value tests when requested by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the Project site.
106.3.3.1.5 The Consultant shall retrieve samples from the Project site and perform laboratory Percent of Wear tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.6 The Consultant shall retrieve samples from the Project site and perform laboratory Plasticity Index tests when requested by the City. Test results shall be delivered to the City or its Agent within 2 working days following samples being retrieved from the Project site.
106.3.3.1.7 The Consultant shall retrieve samples from the Project site and perform laboratory Sulfate Content tests when required by the City. Test results shall be delivered to the City or its Agent within 3 working days following samples being retrieved from the Project site.

106.3.3.2 Concrete Tests

106.3.3.2.1 The Consultant shall perform on-site slump, temperature, air content, determination of unit weight and consistency tests for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.
106.3.3.2.2 The Consultant shall prepare a minimum of 4 test cylinders on the Project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the City. Cylinders shall be cured on-site in a cure box supplied by the Consultant, for a period of 24 hours before removal. Results shall be delivered to the City within 2 working days following each cylinder being tested.

106.3.3.3 Asphaltic Concrete Tests

106.3.3.3.1 The Consultant shall perform on-site density tests by utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the Project specifications when directed by the City. Test results shall be delivered to the City's Representative prior to the Consultant leaving the construction site daily.
106.3.3.3.2 The Consultants shall retrieve samples from the Project site and perform laboratory Extraction/Gradation tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.
106.3.3.3.3 The Consultant shall retrieve samples from the Project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice methods, when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.

106.3.3.3.4 The Consultant shall retrieve samples from the Project site and perform laboratory Unit Weight and Thickness tests when requested by the City. Test results shall be delivered to the City within 2 working days following samples being retrieved from the Project site.
106.3.3.3.5 The Consultant shall retrieve samples from the Project site and perform laboratory Marshall Series tests when requested by the City. Test results shall be delivered to the City within 3 working days following samples being retrieved from the Project site.

106.3.3.4 Testing Requirements. The following requirements for material control are included as reference standards and incorporated into the scope of work. The Consultant shall be responsible for the following testing methodology:
106.3.3.4.1 Trench Backfill – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt. Moisture	AASHTO T180	1 per soil type
Sieve Analysis	AASHTO T27	1 per soil type
Plasticity Index	AASHTO T89 & T90	1 per soil type
Liquid Limit	AASHTO T89	1 per soil type
Sulfate Content	Cal 417-B	1 per soil type

106.3.3.4.2 Subgrade Material – Material sampled shall be tested in accordance with the test method and frequency indicated:

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per soil type, Minimum 2
Sieve Analysis	AASHTO T27	1 per soil type, Minimum 2
Plasticity Index	AASHTO T89 & T90	1 per soil type, Minimum 2
Liquid Limit	AASHTO T89	1 per soil type, Minimum 2
Sulfate Content	Cal 417-B	1 per soil type

106.3.3.4.3 Type II Aggregate Base – Material sampled shall be tested in accordance with the test method and frequency indicated

Control Test	Test Method	Frequency
Maximum Density/Opt Moisture	AASHTO T180	1 per supplier
Sieve Analysis	ASSHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	AASHTO T89 & T90	1 per supplier
Liquid Limit	AASHTO T89	1 per supplier
Resistance (R-Value)	AASHTO T190	1 per supplier
Percent of Wear (500 Rev.)	AASHTO T96	1 per supplier

106.3.3.4.4 Portland Cement Concrete – Concrete cylinders shall be cast and tested in accordance with ASTM. Material shall be sampled and tested as indicated

Portion of Work	Sampling Frequency	No. of Cylinders/ Break Days
Sidewalk	1 set per 1000 LF per day	(4)/7, 14, 28
Curb and Gutter	1 set per 1000 LF per day	(4)/7, 14, 28
Crossgutter	1 set per 1000 LF per day	(4)/7, 14, 28
Misc. Structures	1 set per structure per day	(4)/7, 14, 28
Driveways	1 set per driveway	(4)/7, 14, 28

106.3.3.4.5 Bituminous Pavement – Material sampled during paving operation shall be tested in accordance with ASTM using Marshall Apparatus as indicated:

Control Test	Test Method	Frequency
Marshall Series	AASHTO T245	1 per day
Maximum Theoretical Density	AASHTO T209	1 per day
Asphalt Content	AASHTO T164	2 per day
Aggregate Gradation	AASHTO T11 & T27	2 per day

106.3.3.5 Relative Compaction Testing. The following requirements for Relative Compaction Testing are included as reference standards and incorporated into the scope of work. The Consultant shall be responsible for the following field relative compaction tests:

106.3.3.5.1 Trench Backfill – Backfill shall be tested as indicated:

106.3.3.5.1.1 One test per lift per 100 lineal feet of trench or a minimum of two tests per day.
106.3.3.5.1.2 One test per lateral.
106.3.3.5.1.3 A minimum of two mainline tests between structures.

106.3.3.5.2 Structure Backfill – Backfill shall be tested as indicated:
106.3.3.5.2.1 One test per lift per structure or a minimum of one test per day.
106.3.3.5.2.2 A minimum of one test per structure.

106.3.3.5.3 Subgrade – Subgrade shall be tested as indicated:
106.3.3.5.3.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

106.3.3.5.4 Type II Aggregate Base – Aggregate base shall be tested as indicated:
106.3.3.5.4.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

106.3.3.5.5 Curb and Gutter – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.5.1 One test per 500 lineal feet of curb and gutter or curb or a minimum of two per street.

106.3.3.5.6 Crossgutter – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.6.1 Two tests per complete crossgutter.

106.3.3.5.7 Sidewalk – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.7.1 One test per 500 lineal feet of sidewalk or a minimum of one per street.

106.3.3.5.8 Driveways – Aggregate base and subgrade shall be tested as indicated:
106.3.3.5.8.1 Residential – one test per complete driveway.
106.3.3.5.8.2 Commercial/Alley – two tests per complete driveway.

106.3.3.5.9 Hot plant mix bituminous pavement – place field density testing of hot bituminous pavement per ASTM D2950 (Nuclear Gauge Method) shall be performed as indicated:
106.3.3.5.9.1 A minimum of five locations per day.

106.4 CLOSE-OUT

106.4.1 The Consultant shall deliver a final report containing all test results, stamped and sealed by a Nevada professional Engineer.
106.4.2 The Consultant shall, at no additional cost, properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges will be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service. Reference the entire Agreement and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

200.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

200.3 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503
Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the Project specific insurance policies (including renewal policies) shall be provided to the City upon request.
The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

ARTICLE 201: PRE-CONSTRUCTION

201.1 The Consultant shall provide the following:
201.1.1 Resumes for each staff person assigned to the Project for City approval.
201.1.2 Consultant's policy and procedure manual for construction management for City approval.
201.1.3 Project participant contact list including names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers.
201.1.4 The Consultant's list of recommended pre-construction conference meetings to the City for approval (concrete pours, roofing, etc.).
201.1.5 List of deferred submittals.

ARTICLE 202: CONSTRUCTION PHASE – MONTHLY INVOICES

202.1 Consultant's Invoice. Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:
202.1.1 A narrative report of the monthly activities and progress.
202.1.2 Consultant's daily photographs of construction activities.
202.1.3 Consultant's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

202.2 Contractor's Payment Request. Together with forwarding the Contractor's monthly payment request, provide copies of the following documents for the period covered:

202.2.1 Prevailing wage records.

202.2.2 Contractor's photographs of construction activities.

202.2.3 Contractor's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

202.2.4 Consultant's monthly written analysis report of the Contractor's monthly update schedule.

ARTICLE 203: CLOSE-OUT PHASE – FINAL PAYMENT

203.1 Consultant's Invoice. Together with the Consultant's invoice for final payment, or upon termination of this Agreement for any reason, provide:

203.1.1 Report. A final Project summary report.

203.1.2 Daily Reports. The Consultant's Daily Reports, with original signature of the Consultant.

203.1.3 Photographs. The Consultant's daily photographs, labeled and dated.

203.1.4 As-Builts. The coordinated as-built set of drawings and specifications that contains both the Contractor's and Consultant's markups over the course of the Project, including monument tie information.

203.1.5 Electronic Files. Provide a complete and organized record of the Project documentation on labeled DVDs including but not limited to: final as-built drawings, Expedition software generated reports and documents, emails, certified payrolls, payment requests, submittals, shop drawings, test results, delivery tickets, warranties, operating instructions, and close-out manuals.

203.1.5.1 Provide electronic files in the original software format (MS Word, Excel, etc.).

203.1.5.2 Provide pdf or tif electronic files of all fully executed signature documents.

203.1.5.3 Provide electronic copies of all Paper Files referenced in the following paragraph.

203.1.6 Paper Files. All original documents relating to the Project produced during the term of this Agreement, organized and labeled in standard stackable cardboard file storage boxes 12x15x10 with lids.

203.1.7 Evaluation Form. The completed City's Contractor evaluation form.

203.2 Contractor's Final Payment Request. Together with forwarding the Contractor's final payment request, provide copies of the following documents:

203.2.1 Certificate of Substantial Completion

203.2.2 Consent of Surety to Final Payment

203.2.3 Consent of Surety and Increase of Penalty

203.2.4 Affidavit of Payment of Debt and Claims

203.3 And for particular projects as applicable:

203.3.1 Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.

203.3.2 Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.

203.3.3 State Engineer Dam Safety Permission to Impound submittal package.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant's work begins upon written notice to proceed from the City. The Consultant's site mobilization shall be performed upon written notification by the City. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Agreement.

300.1.1 The Scope of Service and compensation set forth in this Agreement are based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 301: LATE AND EARLY COMPLETION

301.1 The anticipated construction start date of the Project is February 2011 with an anticipated construction term of 460 calendar days for the Contractor to achieve Substantial Completion of the Project.

301.2 If the Project is suspended or terminated, or the anticipated construction schedule is reduced, the Consultant shall be paid for the services provided to the date of suspension or termination or the services provided within the reduced schedule in accordance with this Agreement.

301.3 If the anticipated construction schedule is exceeded, the Consultant's compensation may continue to be paid from the Total Not-to-Exceed Cost for Basic Services in **Exhibit "D"** (Fee Breakdown) until this amount has been expended, and if authorized by the City Representative, additionally may be paid from the Total Not-to-Exceed Cost of the Additional Services Allowance in **Exhibit "D"** in accordance with the rates in **Exhibit "E"** (Additional Compensation).

301.4 The City reserves the right to adjust the Consultant services to be provided over the course of the Project, which may include the elimination of the Consultant's role in the Project at any time and for any reason.

END OF EXHIBIT "C"

Exhibit C - Schedule of Performance Hours

Labor 2011		Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Total	Rates	Amount
	Days		*19*	*22*	*22*	*19*	*22*	*22*	*21*	*21*	*21*	*19*	*22*	*230*		
	Month		*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*			
Construction Manager	Hours		76	88	88	76	88	88	84	84	84	76	88	920	$160.00	$ 147,200
Construction Coordinator			152	176	176	152	176	176	168	168	168	152	176	1840	$135.00	$ 248,400
Document Administrator			76	88	88	76	88	88	84	84	84	76	88	920	$75.00	$ 69,000
Materials Tester II				40	100	152	176	176	168	168	168	152	176	1476	$85.00	$ 125,460
Direct Labor		$0	$38,380	$47,840	$52,940	$51,300	$59,400	$59,400	$56,700	$56,700	$56,700	$51,300	$59,400	5,156		$ 590,060

Labor 2012		Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Total	Rates	Amount
	Days	*19*	*19*	*23*	*22*	*20*	*22*	*21*	*22*	*21*	*22*	*20*	*20*	*251*		
	Month	*12*	*13*	*14*	*15*	*16*	*17*	*18*	*19*	*20*	*21*					
Construction Manager	Hours	76	76	92	88	80								412	$160.00	$ 65,920
Construction Coordinator		152	152	184	176	160								824	$135.00	$ 111,240
Document Administrator		76	76	92	88	80								412	$75.00	$ 30,900
Materials Tester II		152	152	184	176	40								704	$85.00	$ 59,840
Direct Labor		$51,300	$51,300	$62,100	$59,400	$43,800	$0	$0	$0	$0	$0	$0	$0	2,352		$ 267,900

Laboratory Work	$ 42,040
Additional Services	$ 50,000
Total	**$ 950,000**

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $950,000. This amount is comprised of the parts described in this **Exhibit "D"** (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON HOURLY RATES AND ADDITIONAL SERVICES RATES WITH A TOTAL NOT-TO-EXCEED COST

401.1 For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant Hourly Rates and Additional Services Rates established in **Exhibit "E"** (Additional Compensation) based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Agreement **Exhibit "A"** (Scope of Services) as directed by the City Representative. Payment shall be made pursuant to monthly invoices submitted in accordance with this Agreement.

BASIC SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	$900,000.00	

401.2 The following Basic Services Worksheet **Exhibit D-1** table(s) shows the estimated hours and the dollar cost of those hours to be expended by the Consultant by various personnel and the monthly cost of authorized services and facilities based on the Additional Services Rates established in **Exhibit "E"** over the course of the Project and, although this table represents the basis for how the Total Not-to-Exceed Cost for Basic Services was established, it is not a part of this Agreement and not to be used as the basis for payment. The personnel, hours, facilities, assets, and other services provided will be adjusted over the course of the Project at the direction of the City Representative, with the Consultant earning payment for only those hours and services performed and facilities provided in accordance with this Agreement. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable, or otherwise negotiated prior to performance.

401.1 The City Representative shall have the authority to make work scope adjustments within the Basic Services Not-to-Exceed Cost without processing this Agreement for an amendment to be approved and signed by City Council or their designee if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not-to-Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

401.2 An increase to the Total Not-to-Exceed Cost for Basic Services may only be authorized by written amendment to this Agreement.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in **Exhibit "A"** (Scope of Services) as Basic Services, or services that are required after the Total Not-To-Exceed Cost for Basic Services has been expended.

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in **Exhibit "E"** (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in **Exhibit "E"** (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$50,000.00	For Additional Services required by an unexpected event or condition, a need to increase management oversight, a construction schedule extension, Consultant overtime costs, additional subconsultants, and other project management activities.

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by **Exhibit "E"** (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in **Exhibit "A"** (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in **Exhibit "E"** (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	$0.00	

END OF EXHIBIT "D"

Exhibit D - Fee Breakdown

Labor 2011		Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Total	Rates
	Days		*19*	*22*	*22*	*19*	*22*	*22*	*21*	*21*	*21*	*19*	*22*	*230*	
	Month		*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*		
Construction Manager	Hours		$12,160	$14,080	$14,080	$12,160	$14,080	$14,080	$13,440	$13,440	$13,440	$12,160	$14,080	147200	$160.00
Construction Coordinator			$20,520	$23,760	$23,760	$20,520	$23,760	$23,760	$22,680	$22,680	$22,680	$20,520	$23,760	248400	$135.00
Document Administrator			$5,700	$6,600	$6,600	$5,700	$6,600	$6,600	$6,300	$6,300	$6,300	$5,700	$6,600	69000	$75.00
Materials Tester II				$3,400	$8,500	$12,920	$14,960	$14,960	$14,280	$14,280	$14,280	$12,920	$14,960	125460	$85.00
Direct Labor		$0	$38,380	$47,840	$52,940	$51,300	$59,400	$59,400	$56,700	$56,700	$56,700	$51,300	$59,400	590,060	

Labor 2012		Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Total	Rates
	Days	*19*	*19*	*23*	*22*	*20*	*22*	*21*	*22*	*21*	*22*	*20*	*20*	*251*	
	Month	*12*	*13*	*14*	*15*	*16*	*17*	*18*	*19*	*20*	*21*				
Construction Manager	Hours	$12,160	$12,160	$14,720	$14,080	$12,800								65920	$160.00
Construction Coordinator		$20,520	$20,520	$24,840	$23,760	$21,600								111240	$135.00
Document Administrator		$5,700	$5,700	$6,900	$6,600	$6,000								30900	$75.00
Materials Tester II		$12,920	$12,920	$15,640	$14,960	$3,400								59840	$85.00
Direct Labor		$51,300	$51,300	$62,100	$59,400	$43,800	$0	$0	$0	$0	$0	$0	$0	267,900	

Laboratory Work	$ 42,040.00
Additional Services	$ 50,000.00
Total	**$ 950,000**

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION (see Exhibit "F" Key Personnel for personnel names)	**RATE**	**UNIT**
Construction Manager	$160.00	Per Hour
Project Manager	$135.00	Per Hour
Construction Coordinator	$135.00	Per Hour
Construction Inspector 1	$125.00	Per Hour
Construction Inspector 2	$105.00	Per Hour
Construction Inspector 3	$ 85.00	Per Hour
Document Administrator	$75.00	Per Hour
Survey Crew (2 person)	$185.00	Per Hour
Tortoise/Owl Monitoring	N/A	
Paleontological Monitoring	N/A	

ARTICLE 501: ADDITIONAL SERVICES RATES

501.1 The cost of the following services and facilities has been negotiated as of the date of this Agreement.

SERVICES and FACILITIES	**FIXED FEE**
None authorized or anticipated as of the date of this Agreement.	

501.2 The cost of the following testing and laboratory services has been negotiated as of the date of this Agreement.

TESTING and LABORATORY SERVICES	FIXED FEE Per TEST
M/D Relationship	$250.00
Sieve Analysis	$144.00
Plastic Limits	$125.00
Percentage Wear	$230.00
R-Value	$345.00
Fractured Faces	$105.00
Sand Equivalent	$158.00
Extraction Gradation	$343.00
Moisture Content	$31.00
Theoretical Max SpG	$116.00
Bulk SpG-Compacted Mix (2)	$35.00
Marshall-Stability and Flow (2)	$321.00
Retained Tensile Strength (3)	$307.00
Bulk SpG-Cores (2)	$35.00
Concrete Compressive Strength (4)	$96.00
Concrete Compressive Strength (6)	$144.00
Rip-Rap SpG	$181.00
Rip-Rap Percentage Wear	$230.00

501.3 These Additional Services Rates are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Agreement.

502.2 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Agreement, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Corey Schmidt, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Shawn Meagher, P.E., AVP Senior Group Manager.

601.1.2 CONSTRUCTION COORDINATOR: Steven Stutheit
601.1.3 CONSTRUCTION INSPECTOR: Lynnette Meagher, PE
CONSTRUCTION INSPECTOR: Jose Hernandez
CONSTRUCTION INSPECTOR: Thomas Warren
CONSTRUCTION INSPECTOR: Mark Noah, PE
CONSTRUCTION INSPECTOR: Steven Curry
601.1.4 DOCUMENT ADMINISTRATOR: Jaqueline Metry
DOCUMENT ADMINISTRATOR: Fanny Hernandez
601.1.5 OTHER PERSONNEL: To be determined with written consent of the city.

601.1.6 RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff)
List name of individual Architect, individual Engineer, or Contractor company name as licensed: Shawn Meagher, P.E.
List Architect, Engineer, or Contractor license number: 015461

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval. All work will be performed by the Consultant's employees or the following subconsultants:

602.1.1 MATERIAL TESTING: Kleinfelder and Geotek, Inc.

602.1.2 ENVIRONMENTAL MONITORING: N/A

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 COST ESTIMATOR: N/A

602.1.9 GEOTECHNICAL ENGINEER: N/A

602.1.10 LAND SURVEYOR: N/A

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch Administrators of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
Name	POST, BUCKLEY, SCHUH & JERNIGAN, INC. dba PBS&J
Address	2270 Corporate Circle, Suite 100 Henderson, NV 89074
Telephone	(702) 263-7275
EIN or DUNS	59-0896138

Block 2	Description
Subject Matter of Contract/Agreement:	110114-DC Construction Manager as Agent Agreement Gowan Outfall – Lone Mountain Branch
RFP #:	

Block 3	Type of Business
☐ Individual	☐ Partnership ☐ Limited Liability Company ☑ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 | **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Robert J. Paulsen/Chairman/CEO/President	4030 West Boy Scout Boulevard, Suite 700 Tampa, FL 33607	(813) 282-7275
2.	Judy Mitchell/Director	13830 58th Street North Clearwater, FL 33760	(727) 535-6407
3.	Donald J. Vrana/Executive Vice President/CFO/Treasurer	4030 West Boy Scout Boulevard, Suite 700 Tampa, FL 33607	(813) 282-7275
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 | **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Timothy A. Hamrick
Name

12/2/10
Date

Subscribed and sworn to before me this 2nd day of DECEMBER, 2010

Notary Public

My Commission Expires 3/19/12

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Third Amendment to Agreement No. 07-16736, Trail Bridge Package located on the south side of the Las Vegas Wash between Lamb Boulevard and Washington Avenue - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($85,110 - Parks and Leisure Activities Capital Projects Fund) - Wards 1, 3, 4 and 5 (Tarkanian, Reese, Anthony and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $85,110
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On February 21, 2007 City Council approve award of Agreement No. 07-16736 for the design of the trail bridge package for pedestrian bridges along the Las Vegas Wash. This amendment provides for a revised pedestrian bridge over Lamb Boulevard along the south side of the Las Vegas Wash. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Collins
POC: Calvin Black - (702) 804-2006

RECOMMENDATION:
That City Council approve the Third Amendment to Agreement No. 07-16736, Trail Bridge Package to G. C. Wallace, Inc. in the amount of $85,110, bringing the total Agreement amount to $1,277,800. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Third Amendment to Agreement No. 07-16736
2. Certificate - Disclosure of Ownership/Principals

THIRD AMENDMENT

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and G. C. WALLACE, INC., a Consultant Engineering firm (herein the "Consultant").

WHEREAS, the City and the Consultant have previously entered into an Agreement dated February 21, 2007, (herein the "Agreement"), retaining the services of the Consultant for engineering design services for the Contract known as LV-25, LV-28 and LV-30 between the City of Las Vegas and the Bureau of Land Management through the Southern Nevada Public Lands Management Act, more fully described therein in connection with the improvements to be constructed with the Trail Bridge Package that includes a pedestrian bridge at Charleston Boulevard and a pedestrian undercrossing and trail segment at Lamb Boulevard.

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide additional design services related to the pedestrian undercrossing design at Lamb Boulevard.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Exhibit "A" Scope of Services, for detail of additional design services required is hereby attached.

2. Exhibit "C-1" - Manpower Task Breakdown is hereby amended to include Task Numbers 1400A, 1500, 1550, 1600 and 1700 and is hereby attached.

3. Exhibit "D-1" - Cost Derivation is hereby amended to increase the total compensation of the Agreement referenced herein by $73,190 from $856,940 to $930,130; the amount referenced therein for Additional Services of the CONSULTANT to increase the total compensation by $11,920 from $335,750 to $347,670 and to change the total amount of the entire AGREEMENT referenced therein from $1,192,690 to $1,277,800 is hereby attached.

4. Revised Exhibit "G" Disclosure of Ownership/Principals, is hereby attached.

5. All other provisions of the Agreement remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed the day and year first above written.

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

G. C. WALLACE, INC.

By: _____
Calvin L. Black, Executive Vice President
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 12/8/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A
SCOPE OF SERVICES

Trail Bridge Package
Contract Amendment #3
Task 1400A – Shop Drawing Review – Lamb Boulevard Pedestrian Bridge
Task 1500 – Lamb Boulevard Pedestrian Bridge Hydraulics
Task 1550 – 90% Submittal Lamb Boulevard Pedestrian Bridge Redesign
Task 1600 – Final / Bid Submittal – Lamb Pedestrian Bridge
Task 1700 – Additional Design Services

DESCRIPTION OF PROJECT

Original scope of work included the design of a pedestrian bridge along the Las Vegas Wash Trail over Lamb Boulevard. The bridge crossed over Lamb Boulevard along the south side of the Las Vegas Wash and then crossed over the Las Vegas Wash. Design of the bridge was stopped at the 70% design submittal when it was determined that the Las Vegas Trail east of Lamb Boulevard was to be switched to the south side of the wash instead of the north side. At this time the original contract was amended so that instead of an overpass there would be an underpass. Underpass plans were stopped at the 30% design submittal. The purpose of this amendment and scope of work is to prepare plans for a revised pedestrian bridge configuration over Lamb Boulevard that keeps the pedestrian bridge along the south side of the Las Vegas Wash. The scope of work is as follows:

Task 1400A - Shop Drawing Review – Lamb Boulevard Pedestrian Bridge

- As required by the City, G. C. Wallace, Inc. ("Consultant") shall review shop drawing submittals forwarded by the City of Las Vegas. Shop drawing reviews will be provided for the Lamb Boulevard Pedestrian Bridge. The anticipated reviews include all reinforcing steel in access ramps, abutments, piers, and the review of prefabricated steel truss bridge calculations and details.

Task 1500 - Lamb Boulevard Pedestrian Bridge Hydraulic Analysis

- Consultant will provide a Hydraulic Analysis for Lamb Boulevard Pedestrian Bridge and Las Vegas Wash Tail from Lamb Boulevard to Washington Avenue prepared in accordance with the City of Las Vegas drainage criteria. A preliminary hydraulic analysis for this project was carried out in September 2008. A revised hydraulic analysis will be performed since the Lamb Boulevard underpass design has been abandoned and a pedestrian bridge crossing design has been proposed. This analysis will address the impact of the proposed pedestrian bridge and the trail on Las Vegas Wash Hydraulics.

  The proposed underpass is being replaced with a pedestrian bridge. This will be achieved with retaining wall and piers in the Las Vegas Wash. The Lamb Pedestrian Bridge hydraulic model will require several iterations and multiple cross sections to accurately predict the impact so that there will be no increase on the 100-year water surface elevation (WSE). A scour analysis will also be performed to assess and mitigate the impact of bridge piers and retaining wall. The model will be extended from just upstream of the Lamb Boulevard to Washington Avenue.

  There are 20 cross sections without the pedestrian bridge and 16 cross sections for the pedestrian bridge for a total of 36 cross sections to be created or revised in the model. The design should result in no increase in WSE compared to the existing condition.

The following tasks will be performed:

- Prepare proposed condition hydraulic model for Las Vegas Wash with the trail and pedestrian bridge for 100-year storm event.
- Prepare the text and exhibit for the hydraulic analysis and submit to CLV for approval and CCRFCD for concurrence.

Task 1550 – 90% Submittal Lamb Boulevard Pedestrian Bridge Redesign

- Consultant shall prepare 90% design plans for a revised pedestrian bridge configuration over Lamb Boulevard. The revised design will incorporate concrete approach ramps and prefabricated steel bridge spans as requested by City of Las Vegas ("City") following the 30% submittal of the undercrossing configuration. The pedestrian bridge will cross over Lamb Boulevard on the south side of the Las Vegas Wash. The width and configuration of the bridge and ramps will be similar to that of the proposed Charleston Pedestrian Bridge. A progress set of plans will be provided as requested by the City prior to the 90% submittal. Revisions include horizontal control, plan and profile, construction plan, lighting plan, striping plan, sections, elevations, abutment and pier details, structural calculations and miscellaneous structural details. Construction cost estimates and specifications will also be prepared for the revised design.

Task 1600 – Final / Bid Submittal – Lamb Boulevard Pedestrian Bridge

- As defined in Task 800 of the Trail bridge Package, Four (4) Pedestrian Trail Bridges Project, Exhibit "A", Scope of Services.

Additional Services

Task 1700 – Additional Design Services

- As required by the City, the Consultant shall perform additional design services required for the project as set forth in Section 7.03 of the original contract. Consultant must request in writing and receive written authorization from the City for the use of additional design service fees.

EXHIBIT C1 - MANPOWER TASK BREAKDOWN

DATE: 11/4/2010

Task No.	Task Description	Princ.	Supr. Eng.	Sr. Eng.	Supr. Dsgr. /Engr.	Designer	Tech/Cadd	Survey	Direct Expenses	Total
		PROJECTED HOURS								
	Hourly Rate:	$210.00	$180.00	$160.00	$135.00	$115.00	$95.00	$225.00	See Exhib. D-1	
	Basic Services									
1400A	**Shop Drawing Review - Lamb Boulevard Pedestrian Bridge**		1	3	17	10				31
1500	**Lamb Boulevard Pedestrian Bridge Hydraulic Analysis**	2		27	87	23				139
1550	**90% Submittal - Lamb Boulevard Pedestrian Bridge Redesign**									
1555	Horizontal Control Plan	1			4		4			9
1560	Plan and Profiles	2			20	8	8			38
1565	Construction Plans	2			22	8	16			48
1570	Lighting Analysis and Electrical Design	2		4	14	4	10			34
1575	Striping Plans	1			4		4			9
1580	Structural Plans and Details		14	20	72	120	150			376
1585	Structural Calculations		3	14	106					123
1590	Construction Cost Estimates	1			10	10	2			23
1595	Specifications	2		4	25		15			46
1600	**FINAL / BID SUBMITTAL LAMB BOULEVARD PEDESTRIAN BRIDGE**	2	15	25	60	55	45			202
1100	**LAMB BLVD UNDERPASS (Credits Back)**									
1110	Project Management/Administration				-3					-3
1125	Lighting Analysis and Electrical Design	-1	-2		-3	-8	-5			-19
1145	90% Submittal	-4	-18	-34	-60	-86	-160			-362
1150	Final/Bid Submittal	-1	-8	-16	-16	-20	-22			-83
1066	**Additional Engineering Service Request #8 - Lamb Undercrossing**				-46					-46
1700	**Additional Design Services**		3	6	30	24	38			101
	Total	9	8	53	343	148	105	0	0	666

EXHIBIT D1 - COST DERIVATION

DATE: 11/4/2010

Task No.	Task Description	PROJECTED COSTS								
		Princ.	Supr. Eng.	Sr. Eng.	Supr. Dsgr. /Engr.	Designer	Tech/Cadd	Survey	Direct Expenses	Total
	Hourly Rate:	$210.00	$180.00	$160.00	$135.00	$115.00	$95.00	$225.00		
	Basic Services									
1400A	**Shop Drawing Review - Lamb Boulevard Pedestrian Bridge**	$0.00	$180.00	$480.00	$2,295.00	$1,150.00	$0.00	$0.00		$4,105.00
1500	**Lamb Boulevard Pedestrian Bridge Hydraulic Analysis**	$420.00	$0.00	$4,320.00	$11,745.00	$2,645.00	$0.00			$19,130.00
1550	**90% Submittal - Lamb Boulevard Pedestrian Bridge Redesign**									
1555	Horizontal Control Plan	$210.00	$0.00	$0.00	$540.00	$0.00	$380.00			$1,130.00
1560	Plan and Profiles	$420.00	$0.00	$0.00	$2,700.00	$920.00	$760.00			$4,800.00
1565	Construction Plans	$420.00	$0.00	$0.00	$2,970.00	$920.00	$1,520.00			$5,830.00
1570	Lighting Analysis and Electrical Design	$420.00	$0.00	$640.00	$1,890.00	$460.00	$950.00			$4,360.00
1575	Striping Plans	$210.00	$0.00	$0.00	$540.00	$0.00	$380.00			$1,130.00
1580	Structural Plans and Details	$0.00	$2,520.00	$3,200.00	$9,720.00	$13,800.00	$14,250.00			$43,490.00
1585	Structural Calculations	$0.00	$540.00	$2,240.00	$14,310.00	$0.00	$0.00			$17,090.00
1590	Construction Cost Estimates	$210.00	$0.00	$0.00	$1,350.00	$1,150.00	$190.00			$2,900.00
1595	Specifications	$420.00	$0.00	$640.00	$3,375.00	$0.00	$1,425.00			$5,860.00
1600	**FINAL / BID SUBMITTAL LAMB BOULEVARD PEDESTRIAN BRIDGE**	$420.00	$2,700.00	$4,000.00	$8,100.00	$6,325.00	$4,275.00			$25,820.00
1100	**LAMB BLVD UNDERPASS (Credits Back)**									
1110	Project Management/Administration	$0.00	$0.00	$0.00	($405.00)	$0.00	$0.00			-$405.00
1125	Lighting Analysis and Electrical Design	($210.00)	($360.00)	$0.00	($405.00)	($920.00)	($475.00)			-$2,370.00
1145	90% Submittal	($840.00)	($3,240.00)	($5,440.00)	($8,100.00)	($9,890.00)	($15,200.00)			-$42,710.00
1150	Final/Bid Submittal	($210.00)	($1,440.00)	($2,560.00)	($2,160.00)	($2,300.00)	($2,090.00)			-$10,760.00
1066	**Additional Engineering Service Request #8 - Lamb Undercrossing**	$0.00	$0.00	$0.00	($6,210.00)	$0.00	$0.00			-$6,210.00
1700	**Additional Design Services**	$0.00	$540.00	$960.00	$4,050.00	$2,760.00	$3,610.00			$11,920.00
	Total	$1,890.00	$1,440.00	$8,480.00	$46,305.00	$17,020.00	$9,975.00	$0.00	$0.00	$85,110.00

EXHIBIT "G"
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	**Block 2** Description
G. C. Wallace, Inc.	**Subject Matter of Contract/Agreement:**
Name **1555 S. Rainbow Blvd** **Las Vegas, NV 89146**	Las Vegas Wash Pedestrian Bridges
Address	
(702) 804-2000	
Telephone	
081019783	
EIN or DUNS	**RFP No.**

Block 1 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company XX Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James A. Duddleston President & CEO	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
2.	James VanWoerkom Chief Financial Officer	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
4.	Calvin L. Black Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
5.	Brian L. Schmidt Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

_____
James VanWoerkom, Chief Financial Officer

Clark County, NV

November 29, 2010
Date

Subscribed and sworn to before me this 29th day of November, 2010

_____
Notary Public

GINA MAXSON
Notary Public State of Nevada
No. 02-76328-1
My appt. exp. April 24, 2013

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Bid No. 09.15341.14-DC, Rotary Park Renovation located at 1021 Hinson Street and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TAND, INC. ($1,310,300 - Parks and Leisure Activities Capital Projects Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,310,300
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the demolition of existing shelter and parking areas. The construction improvements will consist of, but are not limited to, lighted parking lot with parking stalls, sidewalks, landscaping, sod turf, ramada and plaza area, new tot lot and the remodel of an existing tot lot, canopy structure and lighted concrete interior walkways.

PCC: D. Collins
POC: Tracy Hoherz - (702) 889-4676

RECOMMENDATION:
That City Council approve award of Bid No. 09.15341.14-DC, Rotary Park Renovation to Tand, Inc. in the amount of $1,310,300. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT
09.15341.14-DC
Rotary Park Renovation

DESCRIPTION	Tand, Inc. Lump Sum Amount	Hardy Construction, Inc. Lump Sum Amount	C G & B Enterprises, Inc. Lump Sum Amount	Richardson Construction, Inc. Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	**$ 1,059,000.00**	$ 1,125,000.00	$ 1,138,621.00	$ 1,182,045.00
ADDITIVE ALTERNATE BID SECTION				
Additive Alternate 1: A new 40' hexagon hard lid Ramada structure with LED lighting, concrete area, and amenities.	**$ 65,000.00**	$ 71,000.00	$ 82,957.00	$ 75,933.00
Additive Alternate 2: New splash pad, including, Aquaflex surface, controls, drainage, and utilities	**$ 106,800.00**	$ 156,000.00	$ 117,393.00	$ 106,788.00
Additive Alternate 3: A new 40' hexagon hard lid Ramada structure with LED lighting, concrete area, and amenities	**$ 79,500.00**	$ 82,000.00	$ 78,143.00	$ 65,884.00
Total Base Bid Amount Plus Additive(s)	**$ 1,310,300.00**	$ 1,434,000.00	$ 1,417,114.00	$ 1,430,650.00
Architect Estimate / Base: 1,500,000.00				
Responsive Bidder	**YES**			
Responsible Bidder	**YES**			

TO: David Bowers, Acting City Engineer Please review and approve recommended award to Tand, Inc.

for the Base Bid and Additive Alternate Items 1, 2 & 3 in the amount of $ 1,310,300.00

Purchasing & Contracts Representative — 12/13/10 Date

Department/Division Signature — 12/13/10 Date

REV 07/08

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 110088-DD, Medtec Ambulances - Department of Fire and Rescue - Award recommended to: MEDTEC AMBULANCE CORPORATION ($1,671,411 - Fire Services Capital Projects Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,671,411
Funding Source: Fire Services CPF
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
This request provides for the purchase of seven MEDTEC 2010 Model AD-170 ambulance units for Fire and Rescue. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(d), Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

PCC: D. Dixon
POC: Mark Cranmer - (866) 263-3832

RECOMMENDATION:
That City Council approve award of Agreement No. 110088-DD, Medtec Ambulances to Medtec Ambulance Corporation in the amount of $1,671,411. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Agreement No. 110088-DD

PURCHASE AGREEMENT
MEDTEC AMBULANCES

THIS PURCHASE AGREEMENT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and MEDTEC AMBULANCE CORPORATION (hereinafter, "Company") having its principal office at 2429 Lincoln way East, Goshen, IN 46526

SECTION A – Summary of Agreement

This Agreement sets forth the terms and conditions for the purchase and delivery of the Goods described herein, which, upon execution of the parties forms a legally binding contract.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Purchase Agreement:

(a) *"Award Date"* means the date that this becomes effective, which is entered into the first paragraph above upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City.

(d) *"Company"* means the individual, partnership, limited liability company, or corporation responsible for the performance of this Purchase Agreement.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Agreement.

(f) *"F.O.B. Destination"* means the Company is responsible for paying all of the shipping charges to transport the Goods and that it assumes all risks associated with such transportation.

(g) *"Goods"* has the same definition as given under Article 2 of the Uniform Commercial Code (NRS Chapters 104 and 104A), and substitutes for common usage terms such as "materials", "goods", "equipment", "products", and "supplies".

(h) *"Prompt Payment Discount"* means a price discount offered by the Company, which applies to the Agreement price if the City elects to pay an invoice in less than its normal thirty (30) day payment cycle time.

(i) *"Purchase Agreement"* (or *"Agreement"*) means this document, incorporating the provisions of Sections A through F that obligates the Company to deliver certain Goods to the City and for the City to pay the Company upon the City's acceptance of the Goods.

(j) *"Purchase Order"* means the administrative document issued by the City to facilitate the processing of payments for the purchased Goods.

B-2 Agreement Type

This is an Agreement for a one-time purchase of the Goods described in Paragraph B-3 below.

B-3 Pricing

(a) Payment to the Company will be made only for the actual quantities of Goods delivered and accepted.

(b) Prices and description of Goods are as follows:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
AD-170	Medtec Ambulance	7	238,773.00	1,671,411.00

(c) The prices set forth in (b), above, include all costs associated with delivering and tendering the Goods to the City, including expenses for inspection, meeting warranty requirements, and complying with all terms of this Agreement

B-4 Taxes

The City is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statues 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) set forth in Paragraph B-3 are net, exclusive of these taxes. The Company shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Goods delivered under this Agreement. The Company agrees to defend, indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

B-5 Billing and Payment

(a) The City will issue a Purchase Order, subsequent to the Award Date. The sole purpose of the Purchase Order will be to facilitate payment processing, and does not represent the ordering of any additional quantities of the Goods. Beyond what is set forth in this Agreement. The Agreement number will be reflected on the face of the Purchase Order.

(b) The Company shall submit a detailed invoice to the City after shipment of the Goods. All invoices should (i) state the date and number of the invoice, (ii) identify charges against specific Purchase Order item numbers, (iii) reference the assigned Purchase Order and Agreement number and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the Goods for which payment is requested. Upon acceptance of the Goods by the City and reconciliation of all errors, corrections and credits, payment will be made within thirty (30) calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** Invoices for partial shipments must only include items actually sent in the partial shipments.

(c) Invoice(s) shall be submitted to:

Department of Finance and Business Services
City of Las Vegas
Attention: Accounts Payable
400 Stewart Avenue
Las Vegas, NV 89101

B-6 Delivery Schedule

The Company shall deliver the Goods to the City no later than 300 calendar days after the Award Date.

B-7 Delivery – F.O.B. Point

(a) The Company shall deliver the Goods, F.O.B. Destination, to the following address:

City of Las Vegas, Fire & Rescue Department
3140 E. Bonanza Road
Las Vegas, NV 89101

(b) The Company shall pay all freight charges. The Company shall file all claims and bears all responsibility for the Goods from the point of origin to the City's destination. The vehicles may be driven up to a maximum of 30 miles All prices shall include delivery as well as any necessary unloading.

B-8 Partial Shipments

Partial Shipments are allowed.

B-9 Additional Delivery Instructions

The Company shall provide 10 days notice to the City in advance of delivery. The City reserves the right to refuse delivery if advance notice is not given. Notice shall be provided to Tony Molitor at (702) 229-0341.

B-10 Liquidated Damages

(a) The Company hereby acknowledges that time is of the essence in the delivery of the Goods under this Agreement. The Company further acknowledges that in the event the Goods are not delivered by the deadline set forth in Paragraph B-6, "Delivery Schedule", the City will suffer damages which are difficult to ascertain, such as, but not necessarily limited to the failure of use of the goods. Because it is difficult or impractical to determine the amount of actual damages which would be incurred by the City, the Company shall pay liquidated damages to the City in the amount of $500.00 per calendar day for each day beyond the deadline through (i) the date that the Goods are finally delivered to the City, (ii) the date of termination of the Agreement, or (iii) the date that substitute Goods are procured and received by the City, whichever is the first to occur.

(b) This clause is intended to compensate for the uncertain damages suffered by the City for failure to deliver the Goods in a timely manner and is in addition to, and not in lieu of, any increased cost which may be incurred by the City in procuring substitute Goods (the recovery of which is provided for in Paragraph E-3(c), "Termination for Default"). The Company will not be charged with liquidated damages when the delay in delivery is beyond the control and without the fault or negligence of the Company as defined in Paragraph E-3(d), "Termination for Default". Should the City determine that liquidated damages are to be assessed, the City will provide notice to the Company pursuant to Paragraph D-1, "Legal Notice", and will process a credit against any unpaid Company invoice(s) approximately ten (10) working days after notice is sent. Failure to agree on the amount of liquidated damages assessed is subject to resolution under Paragraph E-1, "Disputes".

SECTION C – Specification/Statement of Work

C-1 General

(a) The Company shall deliver the Goods to the City under the terms and conditions set forth in this Purchase Agreement.

(b) The Company shall be responsible to pay any and all title fees. Out of State Dealers shall remit the $28.25 Nevada title fee made payable to DMV&PS at time of delivery for each vehicle.

(c) Dealer's Report of Sale shall be addressed to: City of Las Vegas. Company must furnish a Manufacturers Statement of Origin (MSO) and Nevada DMV VIN Inspection Report at time of delivery.

C-2 New Goods

The Goods delivered under this Agreement must be new. New Goods are defined as Goods that are made up entirely of unused materials and/or genuine original parts. The Goods must not have been operated for any purpose other than routine operational testing, except as specifically authorized elsewhere in this Agreement. Demonstrator and reconditioned Goods are not acceptable.

C-3 Material Safety Data Sheets

(a) The Company shall provide the City with current Material Safety Data Sheets (MSDS) for all hazardous Goods delivered under this Agreement.

(b) The Company shall include an applicable MSDS with each individual shipment of hazardous goods shipped under this Agreement.

(c) Submission of MSDS materials to the City is a separate requirement from any that may be contained in the hazardous materials regulations promulgated by the Department of Transportation (49 CFR 100, et. seq.).

(d) The Company shall provide updated MSDS(s) to the City as changes are published.

(e) Inquiries regarding City MSDS requirements should be directed to the following: City of Las Vegas, Human Resources Department, ATTN: Safety/Loss Control Officer, 400 Stewart Avenue, Las Vegas, Nevada 89101.

C-4 Packaging and Shipping

(a) The Company shall ship and deliver the Goods in a manner that assures the Goods are protected against damage, deterioration and contamination.

(b) Vehicles are to be delivered with at least ½ tank of fuel.

C-5 Warranty

There are several warranties that apply to the purchase of these seven (7) ambulances. These warranty provisions are detailed on Attachment 2. All warranty repairs are to be performed on site at City locations.

C-6 Compliance with Laws

(a) The Company, in the performance of the obligations of this Agreement, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

(b) If a City of Las Vegas Business License is required for performance of this Agreement, the Company is expected to maintain that license throughout the term of the Agreement.

SECTION D – SPECIAL CLAUSES

D-1 Legal Notice

(a) All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Tel: (702) 229-6231
Fax: (702) 384-9964

FOR THE COMPANY: Medtec Ambulance Corporation
2429 Lincoln Way East
Goshen, IN 46526
Phone: (866) 263-3832
Fax: (574) 534-3629

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Agreement, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, liquidated damages, change orders over $25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

D-2 Inspection and Acceptance

(a) The Goods will be inspected at time of delivery, by an authorized representative of the City, for workmanship, appearance, proper functioning and conformance to all other requirements of this Agreement. In the event deficiencies are detected, the Goods will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is completed, and the Goods are re-inspected and accepted by the City.

(b) It shall be the responsibility of the Company to arrange for the return and to pay all costs for return due to its error.

D-3 Contact Personnel

(a) The Company shall appoint a Company Representative to oversee performance of this Agreement, and notify the City in writing of the Company Representative's name, telephone number, and e-mail address. The Company Representative shall be the primary point of contact for all issues involving order fulfillment, payments, quality, and other matters arising under this Agreement. The Company Representative shall be available to discuss Agreement status or performance issues with the City as the need arise.

(b) All Company inquiries to the City should be directed to the Buyer identified on the Purchase Order.

D-4 Rules of Precedence

(a) In the event of a conflict between the specific language set forth in Sections B through E of this Agreement and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

(b) Although any omission in this Agreement may be addressed through an application of the Uniform Commercial Code (U.C.C.) Article 2, the express provisions of this Agreement prevail over the U.C.C.

SECTION E – GENERAL CLAUSES

E-1 Disputes

(a) In the event of a dispute hereunder, the parties shall attempt to amicably resolve the matter through escalating levels of management. Venue for any litigation shall be in Las Vegas, Nevada. The City retains the right to have any dispute submitted to arbitration administered by the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision of this Agreement shall be instituted in the Eighth Judicial Court of the County of Clark, State of Nevada.

E-2 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason. Such termination shall be effectuated by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) calendar days after receipt of an

adequately documented written request. The City reserves the right to determine whether the costs billed by the Company through the date of termination are fair and reasonable.

E-3 Termination for Default

(a) The City may, by written notice of default to the Company, terminate this Agreement in whole or in part if the Company fails to:

(i) Deliver the Goods or perform services within the time specified in this Agreement or any extension;

(ii) Make progress, so as to endanger performance of this Agreement; or

(iii) Perform any of the other provisions of this Agreement.

(b) The City's right to terminate this Agreement under (a)(ii) and (a)(iii) above may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1, "Legal Notice" of this Agreement.

(c) If the City terminates this Agreement for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those goods or services. However, the Company shall continue with performance of the Agreement not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Agreement arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, and (ix) unusually severe weather. The time of performance of the Company's obligations under this Agreement shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Agreement pursuant to the terms of Paragraph E-3, "Termination for Convenience".

(e) Either party may terminate this Agreement, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D.1 "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-4 Insurance

The Company shall procure and maintain Workers' Compensation and General Liability Insurance, at its own expense, for all work related to the performance of this Agreement.

a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D,

inclusive, and is otherwise in compliance with those terms, conditions and provisions. **Sole Proprietorships must execute the Declaration of Proprietor Affividavit – Form D in lieu of providing said insurance.**

ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Commercial General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

b) Company must provide required insurance documentation to the City immediately upon notification of selection. Award is conditional upon verification by City that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
Purchasing & Contracts
400 Stewart Ave.
Las Vegas, NV. 89101
Senior Buyer: Dan Dixon
Phone: (702) 229-6173 • Fax: (702) 464-2575
Email: ddixon@lasvegasnevada.gov

A certified, true and exact copy of each of the project specific insurance policies.

c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

f) Any subcontractor or sub-consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

g) The Company is encouraged to purchase any additional insurance as it deems necessary.

h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-5 Public Records

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement, all supporting documents, and proposals submitted are deemed to be public records

E-6 Indemnity

(a) The Company agrees to protect, indemnify and hold the City, its officers, employees, agents and consultants (collectively herein the "City") harmless from any and all claims, liabilities, losses, damages, suits, actions, fines, decrees and judgments including workman compensation claims, attorney fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, agents or suppliers (i) in the manufacturing or supplying (including transportation) of any materials, supplies or other products to the City, or (ii) in the performance of the terms, conditions and covenants of this Agreement, regardless of whether the Liabilities were caused in part by the City. Any money due and owing the Company under this Agreement may be retained by the City for its protection. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(b) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Patent Indemnity

The Company hereby indemnifies and shall defend and hold harmless the City its officers, employers, agents and consultants(collectively herein the "City) representatives respectively from and against any and all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Agreement by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Agreement. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-8 Assignment of Contractual Rights

The Company shall not assign, transfer, convey or otherwise dispose of the Agreement or its right, title or interest in or to the same, or any part thereof, without the prior written consent of the City and any sureties.

E-9 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

E-10 Audit of Records

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph..

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor

The Company represents that it is fully experienced and properly qualified to deliver the Goods provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. The Company shall act as an Independent Contractor and not as the agent of the City in performing the Agreement. The Company shall maintain complete control over its employees and all of its manufacturers, suppliers, and subcontractors. Nothing contained in this Agreement shall create any contractual relationship between any such manufacturer, supplier or subcontractor and City. Company shall perform all work in accordance with its own methods subject to compliance with the Agreement.

E-12 Use By Other Government Entities

The State of Nevada and/or any political subdivisions within the State of Nevada may be granted the privilege of joining this Agreement at the option of the Company only. In the event the Company allows another governmental entity to join this Agreement, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-13 Waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of the City to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

E-14 Modification/Amendment

This Agreement shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Agreement shall be null and void, and may not be relied upon by either party.

E-15 Section and Paragraph Headings

The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Integration

This Agreement represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

E-17 Marketing Restrictions

The Company may not publish or sell any information from or about this Agreement without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its Goods.

E-18 Limitation of Funding

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the Goods required under this Agreement.

E-19 Changes – Fixed-Price Goods

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:

(i) Description of Goods to be provided.

(ii) Time of delivery.

(iii) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the City shall make an equitable adjustment in the Agreement price, the delivery schedule, or both, and shall modify the Agreement.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Agreement.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Agreement as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-20 Counterpart Signatures

This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following Attachments and Exhibits are hereby incorporated into this Agreement:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Itemized Component List	11/30/10	25
Attachment 2	Warranty Provisions	4/08 & 8/1/08	4
Exhibit A	Drawings	2/22/10	10

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IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 12-3-10
Deputy City Attorney Date

MEDTEC AMBULANCE CORPORATION

MARTIN TREMBLAY,
Director of Finance

"Company"

QUOTATION

First In, Inc.

City of Las Vegas Fire Department
3140 E Bonanza Road
Las Vegas, NV. 89101
Quote For:

City of Las Vegas Fire Department
3140 E Bonanza Road
Las Vegas, NV. 89101
Mark Cranmer 602-621-3473

Exp. Date: 11/30/2010
Quote No: 9000-0036

10/29/2010

PART NO	S		DESCRIPTION	QTY	ID
	S	<	== AD8409, 170" x 96",Type I - 5.003 01/13/05 ==	1	MAC
			>>>>>>>>>> AS Built electrical schematic >>>>>>>>>>		
			>>>>>>>>>> VMUX >>>>>>>>>>>>>>>>>>>>		
00-00-0001		< >	CUSTOMER ORDER TEAM PROJECT OWNER: (insert name here) (insert date here)	1	MAC
00-00-0002		>	SPECIAL NOTES TO MANUFACTURING	1	MAC
00-00-0010			PRODUCTION FACILITY, GOSHEN, IN.	1	MAC
01-00-0000	S		VIN # SEE BELOW	1	MAC
01-01-00AA	X		Previous Units #7694-7697	1	
02-02-0400			M170 "A" Body Style Proposal Cover Page, Type I	1	MAC
10-02-0800			2010 Base Conversion, M170, Type I AD	1	MAC
10-08-0800			Completed Vehicle Dim/Curb Weight/Payload Allowance M170	1	MAC
11-06-1210		< >	74" Headroom (AD/M170-Medium Duty) REQUIRES SP and engineering approval	1	MAC
12-00-2600		<	EXTERIOR "A" COMPTS. - PASS. SIDE (72-74" HR) M170 LOCATION: Exterior compartments, passenger side.	1	MAC
12-02-0400			Type III, Class I, MD, Two-Door Cab/Chassis Tech Requirement	1	MAC
			* * * CHASSIS MAKE & MODEL * * *	1	MAC
12-10-0400	S			1	MAC
12-12-0203	S	< >	2011, Freightliner M2, 2500 EVS, ISB/2200 AFR3>>.. Chassis spec takes precedence over any written quotewriter item. INSTRUCTION: 169" wheelbase 102.5" Cab to Axle 25,500 LB GVWR Front GAWR 8000# Rear GAWR 17,500# AFR3 Chassis painted Pierce #80 Red 3 key fobs for keyless entry	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
			spare tire ordered Grover stuttertone air horns ordered with Chassis		
12-13-1600	S			1	MAC
12-13-1700		<	Rear Air Ride - OEM Airliner, Freightliner Install low PSI light in front VMUX panel. Install dump cancel switch beside curbside rear entry door Dump automatically activated by the streetside rear entry door(only when vmux is active, or ignition is on) Wire battery hot at all times.	1	MAC
12-16-0101			Exhaust, Passenger Side Front of Rear Axle	1	MAC
			* * * CHASSIS COMPONENTS * * *	1	MAC
14-08-0400			Fuel System Capacity, 50 Gallon, FMVSS 301	1	MAC
14-12-0600	S	<	Front & Rear Tires, 245/70R19.5 INSTRUCTIONS: Steel belted 16-ply radials with all season tread. Load range (H).	1	MAC
14-16-1400	S		Rear Axle,17500# w/12,000# Air Suspension & Shock Absorbers	1	MAC
14-24-0200			Electric Throttle, OEM Preset RPM	1	MAC
14-26-0600		<	Additional Aux. AC Compressor (FL) INSTRUCTION: Pro Air Model Refer to Chassis Spec for engine type.	1	MAC
			* * * CHASSIS INTERIOR COMPONENTS * * *	1	MAC
16-02-0200	S			1	MAC
16-02-0300			Driver's Compartment Appointments, Freightliner	1	MAC
16-12-0400			Bulkhead Cab Wall, OEM Wall To Match Dash	1	MAC
16-14-0400		<	Cab Sign, "No Smoking Oxygen Equipped" & "Fasten Seatbelts" INSTRUCTION; (1) on top of floor console, at rearward edge, toward walkthru.	1	MAC
16-16-0200			Cab Flooring, OEM	1	MAC
16-19-9900	X	<	Front Console Install front Console, Kydex and laminated wood for Freightliner AD Reinforce inside of console on passenger side for installation of customer computer bracket mounted to side of console. Top has a KYdex plate for mounting of AC controls and miscellaneous switches, Siren head to be mounted low on console just above customer supplied radio. BB 02/11/08 > rework front console, add reinforcement and move siren head from previous instllation. Also includes moving siren amplifier out of the console location.	1	
16-20-9900	S	< >	Map Box - Custom Las Vegas Design INSTRUCTION: Design change from last truck 7482 Widen the portion for the david clark radios to full width to the Map box, need space for the millitary grade radio connectors underneath.	1	MAC

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PART NO	S	DESCRIPTION	QTY	ID
16-21-0200		Battery Switch - InPower SSC352-275A	1	MAC
16-24-0200		Summer Switch for Block Heater	1	MAC
		* * * CHASSIS EXTERIOR ACCESSORIES * * *	1	MAC
18-06-3900	<	Wheel Simulators, Dicor - Stainless Steel FL 19.5" tires Medtec Number 1001690 for 19.5" Tires	1	MAC
18-12-0200	<	Tire Fill Valve Extensions, Air-Gard, LS Series Install on the inside and outside rear tires MAC P/N: 1009283	1	MAC
18-18-0000	>	Mirrors, West Coast, Heated and Motorized OEM	1	MAC
		* * * 12 VOLT ELECTRICAL SYSTEMS AND COMPONENTS * * *	1	MAC
20-02-0100		LABEL BREAKERS	1	MAC
20-02-0200		Vehicle Wiring, Type I, Class I	1	MAC
20-02-330E	< >	Weldon VMUX Multiplex Electrical Touch Screen (2)FL INSTRUCTION: Weldon VMUX Touch Screen Control Panel Control modules installed in D1 compartment and also in module ceiling. Includes Whelen AM560 Flasher.	1	MAC
20-02-3421	< >	Addtional Vmux Touch Screen Display, (Specify Location) Installed on the Curbside of the Vehicle at the head of the squad bench. unless otherwise noted. Wired to work redundantly with the Street	1	MAC
20-04-0200		Alternator, Leece Neville 270 Amp - With Warranty	1	MAC
20-06-0200	S	Wiring Module, D1 compartment wall, NODE placement	1	MAC
20-06-0900	>	SPECIAL WIRING, VMUX, NODES IN CEILING	1	MAC
20-08-0600		Install and Label Breakers Behind the Driver's Seat	1	MAC
21-02-0000	< >	Portable Equipment Charging Circuits INSTRUCTION: (1) 20 amp circuit breaker. Run power wires from behind drivers seatbase to: (1) Circuit (power & ground) to front console - labeled on both ends: "Portable Equipment Charging Circuit". (1) Circuit (power & ground) to behind rear switch panel - labeled on both ends: "Portable Equipment Charging Circuit". (Requires optional inverter or battery charger for full function.)	1	MAC
22-02-0600	<	Sequencer/Load Manager, Main Master Emergency Functions INSTRUCTIONS: Medtec sequencer and load manager. Standard shedding sequence through V-mux system.	1	MAC
22-04-2200	<	Front Console, Center Cab Mount, Type I Wood INSTRUCTION: Install standard floor-mounted console. Medtec Part Number 1031722	1	MAC
22-08-0600	<	Audible Alarm, Door Open, All Doors (VMUX STD) INSTRUCTION: Alarm installed on front console. Audible alarm to sound when any compartment or entry door is open and the vehicle is placed into gear.	1	MAC

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PART NO	S	DESCRIPTION	QTY	ID
22-09-0100		Voltmeter/Ammeter, Std. on Weldon VMUX Vista Display	1	MAC
22-09-011A		Voltmeter/Ammeter, Wired to Battery (Std.)	1	MAC
22-12-0600		Customer Supplied Radio Cable & Radio Head, Install In Cab	1	MAC
24-02-1800	S <	(3) Batteries, Optima group 34 yellow top w/min. 1950 cca INSTRUCTION: All (3) Optima yellow top (group 34) batteries in the OEM location, in a slide-out tray on right hand side of chassis, same as previous trucks.	1	MAC
24-12-0400	<	Outlets, (2) 12 Volt, Power Point Style (Std. Location) INSTRUCTION: (1) in ALS cabinet (1) on 1st action area wall SEE PRINTS	1	MAC
24-12-2800	< >	Outlet, (1) Additional 12 Volt, Power Point Style LOCATION: IN ALS mid section upper, next to other 12v outlet.	1	MAC
24-12-3400	< >	Additional 12 Volt Prewire, Coiled LOCATION: INSTRUCITON: (1) 14 gauge power and ground prewire - to second shelf in ALS cabinet with 5-amp circuit breaker. Run 12-volt power and ground to compartment D2 with 15-amp breaker >> Prewire is to be battery hot. <<	2	MAC
26-04-0400	< >	Inverter, Heart Interface, Fleetpower 1000 w/ Remote Control Remote Panel installed in the first action area. LOCATION:	1	MAC
26-04-5010	<	Inverter, Install in D2 Compartment Installed in the upper forward corner of the D-2 compartment- covered by a metal cage. Install remote control panel in 1st AA	1	MAC
26-10-1200	< >	Shoreline,20 Amp Kussmaul Super Auto-Eject, On Driver Side INSTRUCTION: (1) 125 volt 20 amp. (60Hz) Kussmaul Super Auto-eject Water-tight cover. YELLOW << SHIP LOOSE PIGTAIL >> Wire this shoreline to interior 125-volt outlets and block heater ONLY! << Label each shoreline, underneath, with engraved metal label.	1	MAC
26-10-5010		No Angled Shoreline Mounting Bracket	1	MAC
26-12-1600	< >	Shoreline, (1) Additional 20 Amp Kussmaul Super Auto-Eject LOCATION: On Driver's side of module box INSTRUCTION: (1) additional 125 volt 20 amp. (60Hz) Kussmaul Super Auto-eject Water-tight cover. cover is YELLOW Ship loose pigtail. >>Wire this shoreline to 115-volt combination heat/ac system Label each shoreline, underneath, with engraved metal label.	1	MAC
26-16-2600	<	Outlets, (3) Interior, 125 Volt AC LOCATION:	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
			(1) forward of the monitor mount and below the power door lock switch on the passenger side wall (see prints) (1) in 1st action area (1) in 2nd action area SEE PRINTS		
26-17-6400	S	< >	Outlets, (2)125V Additional Interior, Special Locations Install outlet in ALS next to 12v outlets. and (1) behind the passenger seat	1	MAC
26-22-0500		<	Spotlight, (1) Optronics "BlueEye 4000",Hand-Held, Hard Wire LOCATION: Wired to dash. SHIP LOOSE HANGING HARDWARE.	1	MAC
			* * * AUDIO WARNING DEVICES * * *	1	MAC
28-02-1400	X	<	Siren, Federal Signal, PA300-012MSC, 200Watt INSTRUCTION; Brake switch located in front console. Speaker located at front bumper. Clarification; Siren Amplifier to be relocated to behind the passenger seat on the vertical wall. Will require reinforcement of cab wall behind the liner for this installation	1	
28-06-0240		< >	Speaker, Bumper Mounted, #SAP/SAD4311 M2-1 Passenger side: SAP4311 Driver side: SAD4311	1	MAC
28-08-0800	S	< >	Air Horn, (2) Grover Stuttertone, #1507, mounted on hood INSTRUCTION: OEM mounted on outside of frame rail at front tire area. OEM air system compressor and air Resevoir. Install Check Valve Between Air Horns & Air Resevoir. Requested installed on OEM chassis spec.	1	MAC
28-10-0100		<	Chassis Provided Air Horn Switching Requirements 3-Position switch in the front switch panel.	1	MAC
28-10-0200		<	NOTE: Horn Ring, Switch, Siren/Horn/Air Horn 3 Position ILO INSTRUCTION: (1) switch in front switch panel	1	MAC
28-10-0800		< >	Foot Pedal Switches, Driver's & Passenger Side INSTRUCTION: Install on Driver and Passenger's side floor of OEM chassis For air horn activation. Wire switches to work only when the master emergency switch is "on"	1	MAC
28-14-0200		<	Backup Alarm, EC520 With Auto Reset Switch INSTRUCTION: (1) Automatic reset cancel switch, mounted in vmux	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
29-00-0400		<	Back-Up & Interior 2-Camera System, Color - Voyager Mount exterior camera over rear patient entry doors. Mount interior patient compartment camera in ceiling rearward. Display through VMUX screen	1	MAC
29-00-LOC1		<	Monitor Location - Front Center Console - Standard Back up camera monitor to be installed on the front console.	1	MAC
			* * * VISUAL WARNING/FLASH REQUIREMENTS * * *	1	MAC
30-00-0010		<	Flasher, Halogen/LED/Super-LED, Whelen AFM560 Install in electrical cabinet.	1	MAC
30-00-001A		<	Flash Pattern, Single Flash (Default) Single Flash. 75fps. Light will activate on and off once per flash.	1	MAC
30-03-1000		<	Clearance Lights, LED, (11) With Chrome Bezel INSTRUCTION: (4) lights - two on each side, of upper body corner extrusions. (5) on the rear and (2) on the front, upper body extrusions.	1	MAC
30-04-1600		< >	Headlight Flasher, Weldon VMUX LOCATION: OEM chassis headlights Flasher must cancel with high beams.	1	MAC
30-06-0200		<	Headlight Flasher Mounting Location, Standard as part of vmux program	1	MAC
30-06-0600		<	Headlight Flasher Wiring, Standard LOCATION: (1) Icon in front vmux panel	1	MAC
30-09-9900	S	< >	Lights, Stop/Tail/Turn Code 3 65STBZR, 65BZA and 65BZRV LOCATION: With Flanges. Backup lights - LED Tail and backup lights on rear of module box, amber turn above the red tail light. Backup lights mounted below the rear entry door >>backup lights to activate in reverse and with rear doors SEE PRINT	1	MAC
			CHASSIS GRILLE LIGHTS	1	MAC
30-14-0600	S	< >	Grille Lights, (4) Code 3 45RW, Red/Clear Split LED/Lenses INSTRUCTION: With Cast bezels - Red section outboard. One switch in vmux system	1	MAC
			INTERSECTION LIGHTS	1	MAC
30-18-1800	S	<	Intersector Lights, (2) Code 3 45BZRW Red/Clear LED/ INSTRUCTION: Clear Lenses With Flanges - Red section forward. One switch in vmux system	1	MAC
			LIGHTBAR(S) - FRONT OF VEHICLE	1	MAC
30-30-9900	S	< >	Front Lightbar - Code 3 67" Javelin, #JX67A INSTRUCTION: Installed on cab roof. led colors B/B/R/ OPTICOM /R/B/B/	1	MAC

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PART NO	S	DESCRIPTION	QTY	ID
		(4) forward facing dual level LEDs (Opticom mounted in center of lightbar - see part #36-08-06.) (2) corner dual level LEDs Lense colors - starting from Driver's side -All Clear (1) switch in front vmux panel		
		FRONT MODULE BODY LIGHTS	1	MAC
32-02-0200	S <	Front Body Lights, (2) Code 3 85BZR, Red LED/CLR lens INSTRUCTION: Clear Lenses Installed on upper front corners of module box. DELETE CENTER FRONT LIGHT.	1	MAC
		SIDE MODULE BODY WARNING LIGHTS	1	MAC
32-12-0400	S <	Side Body Lights, (4) Code 3 85BZR, Red LED/Clear lenses LOCATION: Clear Lenses With Flanges (2) Streetside (2) Curbside	1	MAC
32-18-0100	S <	Side Turn Lights, Code 3 45STR Red LED/Clear Lenses INSTRUCTION: Clear lenses With Flanges. (1) Each side of body at rear. Steady burn with DOT lights. Flash with turn signals.	1	MAC
32-20-9800	S < >	Wheel Well Lts., (2) Code 3 85BZB Blue LED/Clear Lens LOCATION: Mounted over rear wheelwells.	1	MAC
		SIDE SCENE LIGHTS	1	MAC
32-22-0700	S <	Scene Lights, (4) Code 3 88Z15, 15 degree INSTRUCTION: With Flanges. (2) Streetside (2) Curbside (1) switch in front vmux panel, for each side and rear	1	MAC
32-24-0200	S <	Scene Light Activation INSTRUCTION: Curbside scene lights to activate with side entry door. Rearmost scene lights to activate in reverse.	1	MAC
		REAR MODULE BODY LIGHTS	1	MAC
34-02-0200	S <	Rear Body Lights, (2) Upper, code 3 85BZR, Amber LED/clr len LOCATION: Clear lenses With Flanges Install on rear upper corners of module box,.	1	MAC
34-08-0500	S <	Load Lights, (2) Additonal, Fire Research LED 900-Q65 INSTRUCTION: With Flanges INSTALL ONE ON EACH SIDE ABOVE THE REAR ENTRY DOOR. Activate with rear entry doors and reverse. (1) On/off switch in the front switch panel.	1	MAC
34-14-0400	S <	Rear Body Lights, (2) Mid-Height, Code 3 85BZR, Red LED	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
			INSTRUCTION: Clear lenses With Flanges. To shine through center of rear windows, when doors are open.		
34-34-9900	S	< >	Rr Bdy Lts., (3) Code 3 85BZB Blue LED/Clear Lens w/flange INSTRUCTION: With Flanges. Mount one (1) on each side on rear of body below the stop tail lights and one (1) centered on the rear of the body above the rear entry doors	1	MAC
34-36-1200	S	< >	Indicator Lights, Brake & Turn - Whelen PSRASXCR Amb/Red/Amb wired to the brake and turn lights	1	MAC
34-38-0200	S	<	Warning Light Flash Requirements, "X-Spec" Flash Pattern Amber 900 LED's and window level red 900 LED's to flash in an "X" pattern.	1	MAC
36-02-0200			No Strobe Supply Pack(s) Required At This Time	1	MAC
36-08-0600	S	< >	Opticom, 3M, #3M-592, Mounted In Front Lightbar INSTRUCTION: DELETE switch in front vmux Wire to primary switch. Only works when vehicle is placed in gear - (drops off when vehicle is placed into neutral / park).	1	MAC
36-09-3200		< >	Wire (2) Lights to Brakes, Brakes Override Flashers INSTRUCTION: Wire window level lights to brake override.	1	MAC
36-12-99AA	X	<	Warning lights, entry doors, Grote recessed, black grommet Install (2) Whelen 4" Red LED lights with red lenses on inside of rear entry doors in lower outside corners to flash when doors are open. Side entry door to have (1) Amber LED 4" round Use rubber grommets on door lights, so that lights are recessed !!!	1	
36-14-0200			No Lights in the C-Channel Rubrail At This Time	1	MAC
36-14-9900	X	<	Rubrail Lights, (6) Whelen LED Striplites (4) Blue (2) Red 3 LEDs on each side Blue at the rear of the body Red in the center wired to the turn override Blue at the front of the body	1	
			* * * BODY DESIGN AND CONSTRUCTION COMPONENTS * * *	1	MAC
40-02-1400	S		Body Design & Construction, Alum, 170" L x 95.5" H	1	MAC
40-07-0200			Compartment & Entry Doors With Door Liner	1	MAC
40-08-1000		<	Exterior Compartment Depth, 20.75" stepwell 18.75"	1	MAC
40-10-1600		< >	Insulation, Severe Climate Package IATS INSTRUCTION: SEVERE WEATHER INSULATION PACKAGE: Dolphin Spray Walls and Celing Reflectix walls and ceiling 1.5" Plank Foam adhered to Reflectix on the walls and ceiling.	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
			Subfloor to be spray foamed.		
40-12-0200		< >	Heat Shield, 18 Gauge Galvanized Steel LOCATION: Below Subfloor and to bottom of floor tubes	1	MAC
40-12-1200			Fender Insulator, Flash Patch Liner, Rear Wheelwells	1	MAC
40-12-1800		<	Floor Insulator, Flash Patch LOCATION: Between plywood floor and vapor barrier	1	MAC
40-14-0200			Cab Connection, Expanded Bellows	1	MAC
40-18-0600		<	Body Mounting, Isomount Technique, 3/4" x 6" Alum, 16-Bolt INSTRUCTION: 3/4" x 6" alum plates, sixteen (16) bolts. Bolts and paired rubber isolators with steel cap and collared mounting nut for each chassis mounting point.	1	MAC
40-20-3700		<	EXTERIOR "A" COMPTS - DRIVER SIDE (72-74" HR) LOCATION: Exterior compartments, driver side.	1	MAC
40-26-0700		<	D1, Exterior Compartment, 23" W x 84" H INSTRUCTION: Lined with smooth aluminum. Compartment walls to be rubbermatted.	1	MAC
40-32-9800	S	< >	D1, Door, Solid, Vertically Hinged INSTRUCTION: Reinforce door, for customer to mount equipment, after delivery. Add 1/4" aluminum reinforcement to whole door	1	MAC
42-04-3100			D2, Exterior Compartment, 43" W x 33" H	1	MAC
42-08-0200			D2, Doors, Double, Solid, Vertically Hinged	1	MAC
42-10-2400			D3, Exterior Compartment, Not Required At This Time	1	MAC
42-16-9800	S	< >	D4, Exterior Compartment - 31"W x 62"H INSTRUCTION: DELETE STANDARD NOTCH IN UPPER FORWARD CORNER.	1	MAC
42-18-9800	S	< >	D4, Door, Single Solid Vertically Hinged-Louvered INSTRUCTION: Door to be louvered on the top half	1	MAC
44-02-4700			EXT. COMPTS. - PASS. SIDE (AD/M170)	1	MAC
44-04-6600	S		1	1	MAC
44-04-7099	X	<	P1, Exterior Compartment, 21"Wx58"H, ALS INSTRUCTION: NO COMPARTMENT CAN ABOVE MODULE FLOOR.	1	

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PART NO	S	DESCRIPTION	QTY	ID
		Install flange and gasket on ALS - approximately 30" up from floor of compartment (to form (2) separate openings. Bottom section to be sealed with silicone so the fumes from the turn-out gear that will be stored here will not enter the patient area.		
44-12-3600	<	Side Entry Door, 32" W x 74" H With Fire Grade ADP Step NOTE: FIRE GRADE ADP DUAL SIDE ENTRY DOOR STEP on the F-450, F-650, C4500, Intl. 4300LP, and FL M2 and Dodge 4500	1	MAC
44-13-0100		Dual Fire Grade ADP Step	1	MAC
44-14-5010	<	Door Panel, Side Entry,Three-Piece,Stainless Steel INSTRUCTION: Upper - Stainless Center - Stainless Lower - Stainless .All grains to run the same direction	1	MAC
44-16-1000	<	(2) Gloveboxes, Above Side Entry Door INSTRUCTION: Recessed into headpad. Hinged, flip up plexiglas doors with southco grabber latches on the bottom	1	MAC
44-16-1500	<	Asst. Handle, YELLOW Side Entry, 1.25"x90 Degree YELLOW HIGH VISIBILITY GRAB HANDLE LOCATION: Interior of side entry door.	1	MAC
44-32-9800	S	< > P5, Exterior Compartment - 45"W x 20"H INSTRUCTION: Compartment walls lined with smooth aluminum and rubber matted	1	MAC
44-34-9800	S	< > P5, Dual doors, std handles. INSTRUCTION:	1	MAC
		* * REAR BODY PATIENT ENTRY DOORS * *	1	MAC
48-12-1000	<	Rear Entry Doors, 50" W x 63" H, Dual Tri-Mark Handles INSTRUCTION: Driver side - non-locking. Passenger side - locking.	1	MAC
48-14-3700	<	Door Panel, Rear Entry,Three-Piece,Stainless Steel INSTRUCTION: Upper - Stainless Center - Stainless Lower - Stainless .All grains to run the same direction	1	MAC
48-16-1400	<	Asst. Handle, YELLOW Rear Entry, 1.25"x90 Degr YELLOW HIGH VISIBILITY ASSIST HANDLE LOCATION: Interior of rear entry door. 1005638 1005639	1	MAC
48-22-0600	<	(2) Gloveboxes Above Rear Entry Doors INSTRUCTION: Recessed into headpad.	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
			One on left side, one on right side. Flip up plexiglas doors.		
			* * WINDOWS * *	1	MAC
49-02-0400		<	Sliding Window, Side Entry Door, Bronze Glass INSTRUCTION: (1) 18" x 19"	1	MAC
49-04-0800		<	Fixed Windows, Rear Entry Doors, Bronze Glass INSRUCTION: (2) 18" x 19"	1	MAC
			* * * EXTERIOR COMPARTMENT COMPONENTS * * *	1	MAC
50-00-0500		<	Exterior Compartments, ADP With "Sweep Out" Design INSTRUCTION: Except rubbermatted D-1 compartment to be lined with smooth aluminum.	1	MAC
50-02-0200		<	Exterior Compartments, Gas Charged Door Hold Opens LOCATION: On exterior compartment doors. Spring cam hold open on side entry door.	1	MAC
50-02-0600		<	Exterior Compartment and Entry Doors, Tri-Mark Handles INSTRUCTION: Tri-Mark paddle latches keyed alike.	1	MAC
50-03-0000		<	Exterior O2 Vent - On O2 Compartment Door INSTRUCTION: (1) #1031 O/2 vent - exterior compt. door - of O/2 compt. (1) small black plastic vent - interior of compt. door on door liner.	1	MAC
50-04-0400			Exterior Compartments, Lok-Tyle Floor & Shelves	1	MAC
50-06-0000		< >	Rear Door Grabbers, Cast Products "Grabber" INSTRUCTION: Bottom of rear entry doors.	1	MAC
50-06-0400		<	Door Seals, Automotive Closed Cell Gasket LOCATION: Exterior compartments & entry doors	1	MAC
50-06-1000	S	<	INSTRUCTION: Install power door locks with switch in front console. Secure wiring for rear doors to bottom of head pad with "P" clamp to keep wiring from being crushed in hinge	1	MAC
50-06-1200	X	<	Power Door Lock System, All Doors-Compartment and Entry INSTRUCTION: Install power door locks with switch in front grille unless specified. Switch in front grille shall unlock doors when switch is in the up position. Install switch in front console	1	
50-06-3400	S	< >	Power Door Lock Switch, Additional In Patient Compt. LOCATION: (1) on curbside wall, beside the SIDE ENTRY DOOR avoid area of PDII organizer (1) on wall, beside curbside REAR ENTRY DOOR above dump cancel switch.	2	MAC

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PART NO	S		DESCRIPTION	QTY	ID
50-06-4200		>	Wire Power Door Locks To OEM Chassis Door Locks	1	MAC
50-06-5400	S	<	Keyless Entry System, Danmar, Module Only INSTUCTION: Wire to unlock the OEM chassis power locks and the patient compartment entry doors. INSTALL NEXT TO THE SIDE ENTRY DOOR	1	MAC
50-07-0300		<	Stainless Steel Door Sills - All Exterior Compartments Install on upper ledge with 2-sided tape.	1	MAC
50-08-0200		<	Exterior Compartment Lights, Litco w/flange INSTRUCTION: Activated by compartment doors. Special request, D1 compartment to be surface mounted light to bottom of shelf over top of O2, use wire loom and secure clamping.	1	MAC
50-10-0010		< >	Multiplexed Recessed Compartment (VMUX Std.) Recessed Compartment in D1 standard on multiplex. Install RECESSED REMOVABLE cabinet for vmux system.	1	MAC
50-10-0600		< >	D1, (1) O2 Tank Mount, Zico #QR-MV Bracket - "M" & Misc. Fits M and H tanks Quick-Release Gas Cylinder Multiversal Bracket, Model QR-M mount components on adjustable track	1	MAC
50-12-1300	X	<	D1,(1) Fixed Shelf with Backboard Plate INSTRUCTION: Fixed shelf to be "L" shaped 16" W x 22" H installed above O/2 bracket. Flat ADP plate to be 7" W x 18" H - installed to the left of the "L" shaped shelf, at top of compartment. This plate will keep backboards from falling out.	1	
50-12-2000		< >	D1, Recessed Multiplex Compartment Door with Latches Aluminum overlapping door with black latches to secure the multiplex recessed compartment area. Hinged access will not work with an OTS O2 Lift system. If OTS system installed, compartment closure to be screwed in lieu of hinged.	1	MAC
50-14-0200		<	D2 Adjustable ADP Shelf, INSTRUCTION: Adjustable rails must go as high as possible, allowing top shelf to go up to the top of the compartment, for full travel.	1	MAC
50-16-1700		<	D4, ADP Shelf - Adjustable Install in upper section	1	MAC
50-16-2000	S		D4, Additional Adjustable Shelves - Qty (1)	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
50-19-99AA	X	<	Backer Plate, 1/4" aluminum welded to back of compartment Weld 1/4" plates to bottom half of back wall of D4	1	
50-20-0600		< >	Retainer Strap, Seatbelt Style INSTRUCTION: Install in P5 on left rearward wall, centered.	1	MAC
50-24-0600			Grab Rail, 16" - Left Of Side Entry Door	1	MAC
50-27-0400			Weld & Finish Side Seams	1	MAC
50-32-0800		<	Bumper, Rear With 7" Diamondback Flip-Up Step INSTRUCTION: install 6" H Stainless Kickplate below rear doors. Below that should be smooth aluminum to the bumper for application of chevrons.	1	MAC
50-34-0600		>	Bumper Pods, Cast Aluminum With Logo	1	MAC
50-36-0400		<	Dock Bumpers, (2) Rubber On Center of Bumper Pods 3 bolt style	1	MAC
50-38-0600		<	Body Protection, Rear Mudflaps w/logo & "C" Channel Rub Rai "Pierce" style "C" channel rubrails.	1	MAC
50-40-0200	S		Fuel Entry and Step, driver Side Under Cab Door, ADP	1	MAC
50-40-2200		<	Standard Driver and Passenger Step Under Cab Door - Freight FAB PART: 3 BATTERIES: SS- T00046J Tray- T00092D 4 BATTERIES: SS Step-T000116J Tray - T00117D Housing - T001180 FUEL: CS- T00045J	1	MAC
50-42-1800	S	>	Stoneguards, ADP, 21" Front - 16.5" Rear	1	MAC
50-44-0200			Fenderettes, Rear, Stainless Steel 17"	1	MAC
50-44-0210		<	Fenderettes, Rear, Stainless Steel - 19.00" Medtec Number 1030672	1	MAC
50-45-0400	S	<	Battery Cover and Step, Under passenger Cab Door, ADP INSTRUCTION: Add a secondary step with Diamond Back insert. This step is to be positioned in the best location, for entering and existing the cab. BATTERIES INSTALLED IN A SLIDE-OUT TRAY. Clarification, chassis were ordered with Driver's side fuel (LH) and Passenger side Batteries. Request sent to CBG for chassis spec correction BRB 10/02/07	1	MAC
50-46-0800		<	License Plate Holder #LP0002-1, Recessed On Driver's Side CAN NOT BE INSTALLED ON A 90" WIDE OR G-CUTAWAY MODULE. LOCATION: With (2) LED top lights mounted	1	MAC

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PART NO	S	DESCRIPTION	QTY	ID
		Rear drivers side, below door grabber. LED Medtec Part Number 1008542		
50-48-0200		Mudflaps On Rear, With Manufacturer's Logo	1	MAC
50-50-0300	<	No Undercoating at This Time NOTE <>>>> NO UNDERCOATING REQUESTED <<<<	1	MAC
		* * * INTERIOR PATIENT COMPARTMENT COMPONENTS * * *	1	MAC
52-05-0200		Cabinet Glass - Smoked Acrylic 1/4" Plexiglas	1	MAC
52-06-0400	< >	All Interior Latches, Non-Locking Round SouthCo, Stainless INSTRUCTION: All interior cabinet doors to have, Stainless steel non-locking round Southco latches.	1	MAC
52-10-0300		Cabinetry, Patient Compt, Wood With Formica	1	MAC
52-18-1400	< >	Countertops, Corian Brand, 1st Action Area INSTRUCTION: Secure with velcro	1	MAC
52-18-1600	< >	Countertops, Corian Brand, 2nd Action Area INSTRUCTION: Secure with velcro	1	MAC
52-24-0200		Countertop Color, Corian, 1st AA, Glacier White (White)	1	MAC
52-26-0200		Countertop Color, Corian, 2nd AA, Glacier White (White)	1	MAC
52-28-0100	< >	Interior Lighting Requirements, VMUX (Motion Sensor) Vmux interior lighting activated by motion sensor. Fluorescent and dome lights controlled by switches within the Vmux Vista control panel.	1	MAC
52-28-9900	S < >	Dome Lights - Whelen LED (11) (2) - 3 position Icons in the rear panel (1) for each bank of lights. A three-minute time delay system activated by the vmux motion sensor in the ceiling head pad. Litco Light Medtec part Number 1000086	1	MAC
52-32-0200	<	Ceiling In Patient Compt, Pads Over Center Access INSTRUCTION: The ceiling to have access to antennae bases/leads. Covered by center ceiling pads.	1	MAC
52-36-0600		LED Light, - Surface Mount In 1st Action Area	1	MAC
52-36-0601	<	LED Light, - Surface Mount In 1st Action Area (VMUX) Activated with the VMUX system	1	MAC
52-48-0600	S < >	Timer System For Fluorescent Lights - Rotary INSTRUCTION: Install timer on curbside wall, beside side entry door. Timer to be set up for 0 - 60 minutes.	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
52-52-0400	S	<	Stepwell light, Whelen 4" surface mount white LED INSTRUCTION: Whelen 4" white surface mount LED In the side entry door stepwell. Activated by opening the curbside door.	1	MAC
52-54-3600	S	< >	Flooring, With Full Riser Roll-up with Flash Patch Requires special cut of flooring. Apply Flash Patch/ barymat to vapor barrier - before plywood is installed.	1	MAC
52-60-0400		<	Rear Threshold, 6" Wide Stainless Steel With 2" Skid tape INSTRUCTION: 6" wide stainless steel threshold with 2" wide skid tape covering the threshold screw heads.	1	MAC
			* * *INTERIOR COLOR SELECTION * * *	1	MAC
53-02-1200			Formica Color, Fog (#961) (Grey) Includes drawer faces unless specified	1	MAC
53-03-0200			Matte Formica Finish	1	MAC
53-06-1400			Flooring Color, Gunpowder #424TX, LonPlate II (Brown/Grey)	1	MAC
53-06-999S		< >	NOTE: Special Flooring Width NOTE: This requires an 86" width flooring material.	1	MAC
53-33-0400			Upholstery Color,EVS Brand Gunmetal #MV102&#CN202 Brown/Grey	1	MAC
			* * * STREETSIDE CABINETS - PATIENT COMPARTMENT * * *	1	MAC
54-02-3800			Sect 1 - 1st Action Area With 3/4" Lip	1	MAC
54-04-0200	X	<	Sect 1, Action Area Control Panel/Angled, VMUX mounted VMUX Mounted in AA below cabinet next to heart monitor in an angled switch panel.	1	
54-08-1000		<	Sect 1, Radio, Customer Supplied, Install In 1st Action Area INSTRUCTION: Install a customer supplied radio and intercom system per customer print. Install customer supplied modem and satellite antenna. Antenna mounts on roof and run cable to the console. Ship loose the modem interface with the truck. Power supply should run to the modem as required by installation instructions.	1	MAC
54-12-1000			Sect 1, No Clock In 1st Action Area At This Time	1	MAC
54-15-0000			No Vertical Plexiglas Dividers In Cabinets At This Time	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
54-16-9900	S	>	Sect 1, 1st Action Area Overhead Cabinet -23"H x 36"W x 9"D	1	MAC
54-18-0600		<	Sect 1, Restocking Doors On Overhead Cabinet LOCATION: On the cabinet above 1st action area. Hinged on top. Use	1	MAC
54-20-0200		<	Sect 1, Handles, Full Length Aluminum LOCATION: On the cabinet above 1st action area.	1	MAC
54-26-0100			Sect 1, Delete Standard Writing Drawer	1	MAC
54-36-9800	S	< >	Sect 1/2, Cabinet Below 1st AA - 9"H x 49"W INSTRUCTION: (1) cabinet below the 1st action area, in the forward position.	1	MAC
54-38-9800	S	>	Sect 1/2, Doors On Cabinet Below 1st AA - Sliding Plexiglass	1	MAC
54-40-9800	S	< >	Sect 1/2, Handles - Full Length Aluminum LOCATION: On the cabinet below 1st action area.	1	MAC
56-02-1000	S	<	Sect 2, Sharps & Waste Drawer/ Full Width INSTRUCTION: Rearward of the CPR seat with Round locking SS Southco latch & holdopen.	1	MAC
58-36-1111	X	<	Sect 3, Overhead Cabinet 28"W x 23"H Cabinet will have sliding plexiglass restocking doors and (1) adjust shelf.	1	
58-36-2222	X		Sect 3 No Lower Streetside Compt	1	
58-38-0600	U	<	Sect 3, Plexiglass doors, Restocking, Upper Rear Cabinet INSTRUCTION: Sliding plexiglas doors with flip-up restocking feature.	1	
58-42-0200	U		Sect 3, Handles, Full Length, Alum	1	
			* * * BULKHEAD COMPONENTS * * *	1	MAC
60-02-0200		<	B1, L/S, Oxygen Compt, Interior Access With 0/2 View Window INSTRUCTION: Hinged plexiglas door for O/2 view into D-1 compartment.	1	MAC
60-02-0800		<	B1, L/S, Electrical Cabinet, Angled INSTRUCTION:	1	MAC
60-04-0200		<	B1, Electrical Cabinet Door w/Round Locking SS Southco Latch INSTRUCTION: Door vented at the top and the bottom.	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
			Vent Medtec Part Number 1000273		
60-08-2800		<	B1, Thermostat, Integrated VMUX Heat/AC system LOCATION: DELETE THE EXTERNAL THERMOSTAT.	1	MAC
60-11-0200		<	B1/2, Cab/Body Pass-Through LOCATION: Pass-thru between cab and module. INSTRUCTION: There shall be a pass-through access window approx. 16"H x 17.5"W with a sliding plexiglass window, in formica covered wood frame.	1	MAC
60-12-1300		< >	B1/2,Heat/AC, ProAir 125V/12 Volt R134a #310 INSTRUCTION: Mounted over walkthru. Double vent on bottom of HVAC cabinet. Includes a compressor/condenser Reflectix Insulation in the HVAC cabinet. HVAC Box to be 20"D ProAir # 51 000 694 (No condenser)	1	MAC
60-12-9990	X	<	B1/2 Special Cabinet- 28"Hx36"W A Cabinet approx. 28"H x 36"W will be located on the bulkhead below the pass thru window. The cabinet will have (2)sliding plexiglass doors with a full length aluminum handle on each door. There will also be (2) adjustable shelves with 1/2" lip in the cabinet.	1	
60-14-0800	S	<	B1/2, A/C Condenser,Front Mounted, Pro-AIR INSTRUCTIONS: Install an auxilary A/C condenser on front of body. Paint housing red to match unit.	1	MAC
60-14-9900	S	< >	B1/2, A/C Condensor, bottom mounted not required INSTRUCTION: Dealer to supply - see dealer instructions.	1	MAC
60-14-9900	S	< >	B1/2, Roof Mounted A/C System- Dometic Brand with ADP Shroud INSTRUCTION: wired to shoreline Front of shroud to be solid, and sides, rear to be vented covered with mesh. >>>> SECURE TO ROOF WITH SUBSTANTIAL FASTENERS. <<< Dlr to specify; 15,000 btu AC only or 13,500 BTU AC with 3500 BTU heat.	1	MAC
63-44-9900	S	< >	B2, SPECIAL - ALS Cabinet , 74" Hx29.00"W, 3-Section INSTRUCTION: The top portion shall have the approximate dimensions of 35.5" high x 29.00" wide. The compartment shall have _sliding plexiglass door with a full length Aluminum handle on each door. There shall be (2) adjustable shelves with 1/2" lip in this compartment. The center portion shall have approximate dimensions of 40.5" high x 29.00" wide. The compartment shall have _(2) adjustable shelfs with 1/2" lip mounted on "C" channel style tracking and _(2) 3/8" smoked plexiglass door(s) with piano hinges. Each door shall be provided with _round southco latches at the top and bottom.	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
			The bottom portion shall have outside access only. approximate dimensions of 20" high x _29.00" wide. The area above the compartment can be covered with Lonplate flooring that matches the module flooring inside the unit. Secure at top with an angle.		
			* * * PATIENT COMPARTMENT SEATING * * *	1	MAC
64-01-1200	S	<	Vacuumed Formed Upholstery INSTRUCTION: EVS Vacuum formed seats & backrests only. Armrests and all trim panels to be machine stitched using EVS Companion II material.	1	MAC
64-04-2200		<	Sect 1, Att. Seat,HiBAC,1880-3pt,EVS Child Seat, (188S base) rear facing special mounting location for seat 47.5 inches from bulkhead wall to rearmost edge of seat base where attendant's feet would hit if they were sitting in the seat and facing the COT. COT rearmost plate should have rearmost edge 33.5" from the rear entry door.	1	MAC
64-06-9300	S	<	Sect 2, CPR Seat, EVS 1787 Floor mount seat w/2nd AA INSTRUCTION: Seat base will be mounted to the floor. Install aluminum tube structure and reinforcement plate for seat base mounting	1	MAC
64-08-9900	S	>		1	MAC
64-10-4500	S	<	Sect 2, Squad Bench Seats, (2) EVS 1787 Floor Mount Seats EVS-1787-5 Seat base will be mounted to the floor. Install aluminum tube structure and reinforcement plate for seat base mounting.	1	MAC
64-15-9990	U	<	Sect 2, VMUX mounted in angled cabinet VMUX mounted in an angled cabinet high on the curbside wall to the rear of the side entry door. pricing is for cabinet only.	1	
64-16-0200			Sect 2, No Posts and Cups Required At This Time	1	MAC
64-20-2800	S	< >	Sect 2, Cast O/2 Bottle Dual D/E Storage,recess in stepwell INSTRUCTION: (1) 0A0008-1 Cast dual wall bracket for D-E tanks. (1) 0A0005-1 Cast dual base for D-E tanks. Specify Location: Two (2) D tanks will be stored in a 6.5" recessed area located just inside the side entry door to the left in the stepwell	1	MAC
64-22-0600		<	Sect 2, Sharps/Waste, Front of Squad Bench, Slide-Out Drawer INSTRUCTION: At head end on aisle side below recessed oxygen box. Sharps & waste containers will be installed. Drawer with round non-locking SS Southco latch. - Provide & install containers.	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
64-24-0100		<	No Front Seatbelt Buckles on Squad Bench Face DO NOT INSTALL SEATBELTS BUCKLES ON THE FACE OF THE SQUAD BENCH.	1	MAC
			* * * CURBSIDE CABINETS - PATIENT COMPARTMENT * * *	1	MAC
68-10-0110			Sect 2/3, No Squad Bench Cabinet (Head Protection Zone)	1	MAC
68-10-9900	S	< >	Sect 2/3, Squad Bench Cabinet, Storage Cab w/adj dividers INSTRUCTION: A cabinet, _18_" high x _18_" wide, shall be located between the two (2) curbside EVS Seats. This cabinet shall have _four (4) adjustable dividers. The cabinet shall open from the top with a flip up 1/2" lexan top with the hinges toward the curbside wall. the lid will be equipped with two (2) gas struts and a round southco non-locking latch.	1	MAC
68-16-0000			Sect 3, No Inside/Outside Access P-5 Required At This Time	1	MAC
68-17-9990	X	<	Sect 3, Sharps/Waste storage w/hinged cushion Sharps and waste container will be located in the squad bench to the rear of rear most curbside EVS seat. Access will be from the top of the squad bench. The container will have a hinged cushion as a lid and will be hinged toward the rear of the unit. >>See drawings<<	1	
68-17-99AA	U	<	Sect 2/3, Two (2) Paramedic Design PDII, Wall Mount Organize INSTRUCTION: Install one (1) PDII organizer between the 2 squad bench seats on curbside wall. Install one (1) PDI Organizer high on the streetside wall to the rear of the cpr seat.	1	
68-18-0600	S	<	Sect 3, R/S Exhaust Fan, 6" W x 8 H, 240 cfm w/angled box INSTRUCTION: Exhaust vent installed on upper curbside rear wall in an angled box. Fan speed switch in the rear switch panel.	1	MAC
			* * * PATIENT COMPARTMENT EQUIPMENT/COMPONENTS * * *	1	MAC
70-02-9900	S	< >	IV Holders, (1) Cast IV2001 Clip Style & (2) Cast IV2008 LOCATION: IV clip (1) on streetsside wall, over cot. (2001) Cast IV holder (1) over squad bench between T4 and T5. (2008) (1) over CPR seat between T4 and T5. (2008) Install velcro strap below each hanger, to keep bag from swinging, when unit is in motion. SEE PRINTS	1	MAC
70-10-0700		< >	Cot Mount, Stryker #6370 Single Position, Floor Mount INSTRUCTION: For Cot Model: Power Pro (for positioning of cot mounts only)	1	MAC
70-14-0200		>	Cot Mount Location, Side Floor Mount	1	MAC
70-17-0400		<	Cot Safety Hook, Long, Center Between Rear Entry Doors INSTRUCTION: The cot stop shall be mounted in the center of the rear entry doors.	1	MAC

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PART NO	S		DESCRIPTION	QTY	ID
72-02-9900	S	< >	Assist Rails, (2) 90" x 1.25" Yellow antimicrobial LOCATION: Over cot. See drawing INSTRUCTION: (2) assist rail	1	MAC
72-10-0200		<	Signs, "No Smoking Oxygen Equipped" & "Fasten Seatbelts" LOCATION: (1) on 1st action area wall.	1	MAC
			* * * MEDICAL OXYGEN & ENVIRONMENTAL SYSTEMS * * *	1	MAC
74-02-0200			Oxygen, 3000 Liters Minimum	1	MAC
74-02-0600	S	<	Oxygen, (4) Outlets INSTRUCTION: (1) on the 1st action area wall (1) recessed above sharps drawer forward of the front curbside EVS Seat (1) in ceiling, over abdomen area of cot. (1) in the P-5 compartment - recessed in rearward wall. SEE PRINTS	1	MAC
74-04-0800			Oxygen Outlets, Ohio Style	1	MAC
74-06-0800		<	Flowmeter, (1) Oxygen, Flo-tec, 25L LOCATION: SHIPPED LOOSE	1	MAC
74-10-0600		<	Regulator, Oxygen LOCATION: On O/2 hose in D-1 compartment.	1	MAC
74-14-0300		>	Weldon Vista Internal Digital O2 Content Gauge (STD VMUX)	1	MAC
74-18-0400		<	Oxygen Shut-Off, Electric Solenoid With Manual Bypass INSTRUCTION: Manual by-pass valve on 1st action area wall. (1) switch in the rear switch panel.	1	MAC
74-20-0800	S	<	Suction & Aspiration Systems, SSCOR BV portable INSTRUCTION: [1] SSCOR BV disposable canister, stainless bracket Variable Suction and charging base installed.	1	MAC
74-22-0200		<	Sharps & Biohazard Racksack With Red Medical Bags LOCATION: SHIPPED LOOSE	1	MAC
			* * * COMMUNICATION & LOOSE EQUIPMENT * * *	1	MAC
76-02-0600		< >	Patient Code Signal System, With (3) Switches & Buzzer LOCATION: VMux panel - on streetside.	1	MAC
76-06-0400	S	<	Radio Antenna Pre-Wire, (5 Base, Power, Ground & Coax INSTRUCTION: Antennae/Radio (5) bases and coax. Power and ground wires. Run from: Module roof	5	MAC

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PART NO	S	DESCRIPTION	QTY	ID
		(2) front console. (3) 1st action area - behind rightside access panel. DO NOT INSTALL PL-259 CONNECTORS! USE 8-GAUGE WIRE NOT STANDARD 10-GAUGE See customer supplied print for locations on roof and termination points inside unit.		
76-08-99AA	X <	Radio Misc - Additional Cables and Terminal Posts INSTRUCTION: There shall be a 4-conductor and a 6-wire conductor shielded cables run from front console to action area. There shall also be three (3) terminal studs installed in front console and action area. In each location, there shall be one (1) battery "hot", one (1) switched battery "hot" and one (1) ground.	5	
78-02-0600	<	(2) Fire Extinguishers, ABC 5 lb With Mounting Brackets LOCATION: SHIPPED LOOSE	1	MAC
		* * * PAINTING, LETTERING & STRIPING * * *	1	MAC
80-02-9900	S < >	Chassis Repaint, Freightliner Pierce #80 Red Chassis to be ordered RED PPG 3464 or Sikkens FLNA 3021 which is equivalent to Pierce #80 The roof of the chassis is to be repainted bright white. No white is to be visible from ground. LOCATION; INSTRUCTION; Color _____ PPG #_____ Color _____ PPG#_____	1	MAC
80-04-0200		Body Surface Preparation with Corrosion Inhibitor	1	MAC
80-04-0400		Paint Preparation & Processes	1	MAC
80-04-1000	S < >	Body Paint Color, Sikkens, Single Color INSTRUCTION; COLOR: Red Pierce #80 Sikkens #FLNA3021. The roof of the module box is to be painted bright white. No white is to be visible from ground.	1	MAC
82-02-1400	S < >	Letters, (Qty) 3" Gold Reflective with Vinyl Shading Gold Refelctive with Black Viny outlines and drop shadow down and left Font Clarendon Medium All letters below may be different sized but charged same. 3" Tall "PARAMEDICS" On module rear 2.5" tall "XXXX " on module rear lower left corner 4" Tall "R-XXX" on chassis fenders both sides with unit number 1.5" tall "ISO CLASS 1" "FIRE DEPT." on both sides of module low and behind the wheelwell.	56	MAC

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PART NO	S	DESCRIPTION	QTY	ID
82-04-1400		< > Letters, (Qty) 4" Reflective with Vinyl Shading Gold Refelctive with Black Viny outlines and drop shadow down and left Font Clarendon Medium "FIRE & RESCUE	11	MAC
82-06-1400		< > Letters, (Qty) 6" Reflective with Vinyl Shading Gold Refelctive with Black Viny outlines and drop shadow down and left Font Clarendon Medium "FIRE & RESCUE" straight on both side of module below Las Vegas	22	MAC
82-08-1400		< > Letters, (Qty) 8" Reflective with Vinyl Shading Gold Refelctive with Black Viny outlines and drop shadow down and left Font Clarendon Medium "LAS VEGAS" on both sides of module.	16	MAC
82-08-9900	S	< > Letters, (Qty)5", Gold Refelctive \ Gold Refelctive with Black Vinyl outlines and drop shadow down and left Font Clarendon Medium "PARAMEDICS" on module sides straight below the FIRE & RESCUE Unit rear "LAS VEGAS" on module rear centered across both doors below the door handles.	28	MAC
82-10-9900	S	< > Letters, (Qty) 12", Gold Reflective with vinyl shading Gold Refelctive with Black Viny outlines and drop shadow down and left Font Clarendon Medium "XXXX" Unit numbers on Module sides on D-1 and P-1	8	MAC
84-02-9900	S	< > Safety Stripe, (2) 10" Wide, Gold Reflective #280-64 INSTRUCTION: >> Las Vegas design << Striped on CAB is at bottom of cab door, with upsweep at front of module. No Gold stripe on Chassis front Hood. Center stripe starting at front of chassis running towards rear of unit (except on cab doors) and upsweeping to top just after rear wheels and wraps just around corners (not completely across unit) Lower stripe starting at front of body and following same pattern as center stripe except it shall continue all the way across rear of unit. Striping is to have as few seams as possible just like previous units adjust upsweep of upper stripe and taper pins to hit chevron, adjustment made 03/2008 bb Striping configuration; upper stripe at D2 is 52.5' from top of drip rail down to top of gold stripe. stripe flairs with angle starting 50' from front of rear corner extrusion to angle change,, ending with 8.5" of gap from top of drip rail to top of gold stripe. Gold stripe at lowest part of chassis cab door is 8" tall	1	MAC

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PART NO	S	DESCRIPTION	QTY	ID
84-02-9910	U <	Install Red/ Gold reflective chevron on step Install a red and gold reflective chevron on the rear facing edge of the rear entrance flip step, Inverted V shape, centered. PROMO	1	
84-05-0200		No Vehicle Stripe Design Required At This Time	1	MAC
84-07-0000		Non Metallic or Pearl Paint Color	1	MAC
84-09-0200	S	No Painted Pinstriping Required At This Time	1	MAC
84-12-0800	S < >	Pinstripes, 1/2" Wide, Black Vinyl #220/225-12 LOCATION: Non-seperated above and below the reflective stripes. Taper black pins where it meets the rear chevron at bottom stripe to chevron and top stripe to chevron .	1	MAC
84-22-0000	S < >	Pinstripe, 3/4" W -"C" Style Rubrail, Reflective COLOR: Black Reflective #280-85 Install 3/4" wide reflective stripe, through the center of the "C" style rubrail.	1	MAC
87-00-02AA	X <	Safety Graphics, Rear barricade chevron 6" gold reflective stripes on a 60 degree angle on each side of rear doors and above them. Also on rear doors, with solid fill at mid-line to peak of triangle.	1	
88-04-0800	< >	DELETE Decals, "Ambulance" & "Star of Life" Packages Except install 32" roof SOL. Standard Intense Blue Vinyl #220/225-47	1	MAC
88-04-9900	X <	Install Medtec Dice/ union logo on module sides Medtec to install 10" tall dice graphics on D-1 and P-1, Gold Reflective, "3 on top of 4" dice, with rounded corners, 2D appearance. Install Graysongraphics developed Union logo, 10" Tall Gold Reflective with Black printing with 3d shading on ring, on module sides D-4 and P-5 area.	2	
88-04-9910	X <	Install City Seal Logo Install customer supplied city logo, with small gap between bottom of logo and gold stripe below on chassis cab doors Received 11/08/07 brb Also, Install Union seal on Streetside of module forward of the wheelwell centered between the stripes Install Certification seal on Curbside of module forward of the wheelwell centered between the stripes.	2	
		* * * DELIVERY / END USER DOCUMENTATION * * *	1	MAC

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PART NO	S	DESCRIPTION	QTY	ID
90-02-0300		Vehicle Operator's Manual, Hard Cover Binder - AD/M	1	MAC
90-02-1600	S < >	OEM Shop and Service Manuals - For Freightliner Units 2 copies required	1	MAC
90-06-0600	S <	Operating Instructions, cd OPERATING INSTRUCTIONS To provide a quality environment for the care of patients, this emergency vehicle should be operated in the safest manner possible. To provide proper training for all operators of this emergency vehicle, a professionally produced videotape shall be included with the vehicle at the time of delivery. The videotape shall present all aspects of the operation of the vehicle including front and rear switch panel operation; daily check-out and maintenance procedures; location of and precautions about the main electrical panel and components. The authorized representative of the manufacturer shall present the videotape and review its contents with the potential operators of the vehicle and shall answer any questions regarding its optional features and safe and correct operation.	1	MAC
90-06-0810	<	Electrical Schematics CD with Diagnostics Kit Included VMUX Includes CD and Diagnostic Kit. 1008464 Diagnostic Kit Shipped Loose	1	MAC
90-06-0900	<	Electrical Schematics CD - "AS BUILT" INSTRUCTION: ONLY 1 SET NEEDED FOR UNIT #7694	1	MAC
90-07-0400		Fuel Fill	1	MAC
92-04-0300	<	Medtec Warranty, Electrical, VMUX Warranty: 6000-0000-02 or -03 Hercules 7 years 6010-0000-00 Mini 4x12 7 years 6020-0000-00 Mini 16 7 years 6231-XXXX-XX Vista III Display Nodes Internal Displays 1 year Internal Electronics 7 years 6300-XXXX-XX Switch Panels 1 year 6400-0000-00 Gateway Node 7 years 0R80-0614-00 Shunt interface Module 1 year 0U10-0715-00 VFD 2 Line Display 1 year 0R13-0614-00 Temp sensor 30 days 611X-0000-00 Transceiver Serial or USB 1 year 613X-0000-00 Diag Kit, Serial or USB 1 year Cables or other accessories 30 days	1	MAC
96-00-0100	<	No Dealer Sign Off At This Time Please Review Order. If correct, sign and return. If incorrect, make changes and return. A corrected copy will be returned to you. Note: It is the Dealer's responsibility to verify that the Sales Order includes, all options listed in customer specifications. Also, any changes made once a unit is in production WILL INCUR an additional charge over the standard option price. SIGNING THIS PRODUCTION ORDER WILL VERIFY THAT, DEALER AND CUSTOMER APPROVE UNIT TO BE BUILT, TO THIS PRODUCTION ORDER AND THE DRAWINGS. DEALER APPROVAL: _____	1	MAC

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PART NO	S	DESCRIPTION	QTY	ID
		DATE:		
		_____		
		CUSTOMER APPROVAL:		
		_____		
		DATE:		
		_____		
		Thank you for your order. Medtec Ambulance		
		DEALER ======= DEALER ======= DEALER	1	DLR
99-01-0050	U	Lifepak 12 Defibrillator Holder	1	
99-01-0100	S <	Mid-construction trip MID-CONSTRUCTION TRIP	1	DLR
		There shall be a mid-construction conference to be held at the manufacturer's facility. A complete written work order and a full set interior/exterior drawings shall be made available at the time of the meeting. There shall be two (3) City of Las Vegas personnel attending the mid-construction conference. All expenses for this trip are to be paid by the vendor.		
99-01-0200	S <	Final inspection trip FINAL INSPECTION TRIP	1	DLR
		The ambulance shall be final inspected at the manufacturer's facility. There shall be two (3) City of Las Vegas personnel attending the final inspection conference. All expenses for this final inspection conference shall be paid for by the successful bidder. The purpose of the inspection is to determine acceptance of the unit and adherence to the specifications. If the ambulance is found to not be in compliance with these specifications, show substandard craftsmanship or has defective components corrective measures are to be implemented immediately. The vendor shall incur all costs related to this inspection trip.		
99-01-1900	S <	Intercom, Setcom 4 position Medtec to install system.	1	DLR
		Components: -900E Master Station -RSM-902 Radio Select Module (2) 9RC-18MU4 Radio Cables (1) CSB-900R Headset (1) CSB-900L Headset (1) PS-900EMS-30 Extension Station (1) 5B-EMS900 Headset (1) JS-901-20 Jumpseat Station (1) JS-900-20 Jumpseat Station (1) 5B-EMS901 Headset		
99-01-6100	S	Motorola, XTL 5000-P25 mobile radio with options-Las Vegas	2	DLR
99-01-6400	S <	Dual Band Antenna for docking station	1	DLR
		Install antenna on chassis roof Rout cable from antenna to front console.		

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MEDTEC

An Oshkosh Corporation Company

LIFETIME ELECTRICAL WARRANTY

MEDTEC AMBULANCE CORPORATION ("MEDTEC") warrants the integrity of the electrical system on each new ambulance manufactured by MEDTEC for a period equal to the term of service of the vehicle to the original purchaser from the date of delivery to the retail purchaser by an authorized MEDTEC distributor or dealer to be free from defects in materials and workmanship under normal use and service. The obligation of MEDTEC under this warranty is limited to repairing or replacing, at its option, any part or parts thereof which shall, after delivery of such ambulance to the original retail purchaser, be returned with transportation charges pre-paid to an authorized MEDTEC distributor, and which examination shall disclose to have been defective.

Items specifically covered are:

- Electrical harnesses and harness installation
- Printed circuit board
- Circuit breakers and relays

Items excluded are:

- Chassis electrical systems and components installed by chassis manufacturer
- Separately manufactured items installed by MEDTEC including, but not limited to: batteries, sirens, battery chargers, inverters, light bars and similar equipment. These are covered by warranties supplied by the manufacturer of the components.
- Periodic tightening and cleaning of connection terminals as this is considered routine maintenance.
- Normal wear, abuse, accident, negligence or unapproved alteration of original parts.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by MEDTEC and shall be performed solely by MEDTEC or a repair facility designated by MEDTEC. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

MEDTEC reserves the unrestricted right at any time and from time to time to make changes in design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OF EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF MEDTEC OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

Note: Any Surety Bond, if a part of the sales of the vehicle as to which this limited warranty is provided, applies only to the Medtec Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Medtec in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Medtec) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Rev.04/08

MEDTEC AMBULANCE CORPORATION
2429 Lincolnway East • Goshen, IN 46526

MEDTEC

An Oshkosh Corporation Company

LIFETIME, TRANSFERABLE MODULAR BODY STRUCTURAL WARRANTY

MEDTEC AMBULANCE CORPORATION ('MEDTEC") warrants each new modular ambulance body (exclusive of paint finish, hardware, fiberglass components, moldings, windows and other appointments and accessories) is structurally sound and free of all structural defects of both material and workmanship and further warrants that it will maintain such structural integrity for a period equal to the term of service of the vehicle to the original purchaser from date of manufacturer's certification plate attached thereto.

MEDTEC further warrants that this structural integrity warranty may be transferred to a second purchaser providing Medtec Ambulance Corporation or their authorized representative inspects the vehicle within thirty-(30) days of ownership transfer. The new owner or the authorized MEDTEC representative shall supply to MEDTEC, documentation of transfer of ownership. Transfer to a new owner other than a licensed ambulance service or fire department shall terminate the terms of this warranty.

In the event of a chassis remount this structural integrity warranty shall remain in effect providing the rechassis work is completed by MEDTEC or a facility approved by MEDTEC.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by MEDTEC and shall be performed solely by MEDTEC or a repair facility designated by MEDTEC AMBULANCE CORPORATION. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

This warranty is conditioned upon normal use and proper maintenance of such modular body; prompt written notice of all defects submitted to MEDTEC or one of its authorized dealers in the area; no repair or additions thereto except by MEDTEC or authorized by it; said defect not resulting from misuse, negligence, accident, remounting, overloading beyond applicable weight rating by customer or third parties. If any of such conditions are not complied with, this warranty becomes void and unenforceable.

MEDTEC reserves the unrestricted right at any time and from time to time to make changes in design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OF EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF MEDTEC OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

Note: Any Surety Bond, if a part of the sales of the vehicle as to which this limited warranty is provided, applies only to the Medtec Basic One Year Limited Warranty for such vehicle, and not to other warranties made by Medtec in a separate document (if any) or to the warranties (if any) made by any manufacturer (other than Medtec) of any part, component, attachment or accessory that is incorporated into or attached to the vehicle.

Rev.04/08

Medtec Ambulance Corporation
2429 Lincolnway East • Goshen, IN 46526

New Vehicle Warranty Coverage Daimler Trucks North America LLC

Freightliner (FTL)

FREIGHTLINER® Run Smart™

Freightliner Medium-Duty/Business Class

Coverage		
Description	**Time**[1]	**Distance**[1]
Basic Vehicle	3 Year	100,000 mi/161 000 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	2 Years	Unlimited
Chassis Paint	6 Months	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Drivetrain	2 Years	Unlimited
Frame Rails	5 Years	Unlimited
Paint	1 Year	100,000 mi/161 000 km
Steer Axle[2]	2 Years	Unlimited

[1]Time or distance, whichever comes first
[2] Steer axle coverage-group applies to glider only.

Warranty Statement & Warranty Coverage Descriptions follow on page two of this document.

The information provided in this document is for general information only and is not offered as customer's warranty.
This coverage may be superseded without notification.
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Warranty Statement

1.00 NEW VEHICLE COVERAGE

The following section outlines Company standard warranty coverages for all Company vehicles, apparatus or chassis or cabs sold and domiciled in the USA (50 states and Washington, D.C.), Puerto Rico, and Canada. This information is also included in the Operator's Maintenance and Owner's Warranty Information Booklet.

1.01 NEW VEHICLE LIMITED WARRANTY

Under this New Vehicle Limited Warranty ("Warranty"), Company warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in this document.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

1.02 LIMITATIONS

This Warranty does not apply to vehicles that are sold or domiciled outside of the United States (50 states and Washington, D.C.), Puerto Rico, or Canada.

This Warranty does not apply to engines, Allison or Twin Disc transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. With respect to the foregoing, Company makes no warranty whether express, implied, statutory or otherwise including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY 'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an authorized Dealer for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period.

The vehicle must be maintained and serviced according to the prescribed schedules outlined in the Driver's/Operator's and Maintenance Manuals. Receipted bills and other evidence that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

1.03 PURCHASER'S EXCLUSIVE REMEDY

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

1.04 LIMITATION OF LIABILITY

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE VEHICLE AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.

Coverage Descriptions

Axles
Coverage includes all factory-installed steer axles; drive axles; tag axles; and pusher axles. *Excludes any axle installed by a dealer or body builder.*

Drive Axle(s)
Coverage includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.*

Pusher Axle
A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Steer Axle
Coverage includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, kingpin bushings, and king pin seals.*

Tag Axle
A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, warranty coverage includes all components included in the individual build specification of each individual application.

Battery
Only Freightliner LLC's private brand-label (Alliance Brand Parts), Mopar (Sterling Bullet only), and Furukawa (STL360 Model only) batteries will be warranted. *Any other brand of battery is excluded from Company coverage. Claims for all other brands must be submitted directly to the supplier. Warranty coverage includes the battery assembly only.*

Basic Body
Coverage includes body emergency lighting and controls; hinged and rollup compartment doors; body trim; body lighting and controls; body electrical systems.

Basic Chassis
Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time, or distance or hours, or listed separately on each new vehicle warranty coverage chart.

Basic Vehicle
Coverage includes all factory-installed components of the vehicle/chassis that are not excluded elsewhere in the warranty, or by special agreement or described as having a different time or distance, or listed separately on each new vehicle warranty coverage chart.

Body Electrical
Coverage includes body wiring harness(es) only.

Body Structure
Coverage includes compartments and body panels; hinged compartment doors; fire pump closure; body frame and sub-frame, if applicable. *Excludes surface corrosion caused by chips or scratches.*

Body Structure and Corrosion
Coverage includes compartments and body panels; hinged compartment doors; fire pump closure; body frame and sub-frame, if applicable. *Excludes surface corrosion caused by chips or scratches.*

Brightwork
Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to bumper, backside of bumpers, and concealed or inner surfaces.*

Cab Corrosion/Perforation
Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box (if applicable) due to corrosion from within. *Excludes all conditions of rust or corrosion that has not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cab Structure
Coverage includes cab and integral sleeper structural components, structural components of factory installed sleeper boxes (if applicable), sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

Corrosion
Coverage provides warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, or Aftermarket Parts Warranty.
Exclusions to corrosion warranty include, but are not limited to, the following:

- Corrosion caused by general rust (for example, rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface.
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors or drums (rotor exclusion does not apply to hydraulic discs with Magna-Coat Rotors)
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse or abuse, negligence, including improper or insufficient maintenance

Cowl Corrosion/Perforation
Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion. Excludes any damage to the paint such as chips or scratches.*

Cowl Structure
Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components including hood hinges, latches, guides, or other mounting hardware.*

Crossmembers
Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

Driveline
Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

Drivetrain
Coverage includes transmission, (except Allison transmissions) steer axle(s), drive axle(s), and transfer case. *Excludes tag axle(s), pusher axle(s), driveline, and U-joints.*

Frame Rails
Coverage is limited to breaking or cracking of factory installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items regardless if attached with conventional or huck bolts.*

Glider
An incomplete vehicle which may be ordered with or without engine and or major drive train components; warranty coverage includes all components as specified in the specific build specification.

Off Road On-Site Assistance
Coverage is exclusively available for off road vehicles that are prohibited from use on public streets. If this coverage is provided, it will be specifically included in the coverage table as a separate category. Coverage includes on-site assistance and/or equipment transportation to the nearest authorized repairing location for a Daimler Trucks North America LLC warrantable repair.

Paint (Body, Cab, & Cowl)
Paint coverage excludes lack-of gloss issues on vehicles painted with low gloss colors; the underside of hoods and roof and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.

Body Paint
Coverage includes all factory-painted exterior body surfaces. Warranted against orange peel; peeling/ delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cab Paint
Coverage includes all factory-painted exterior surfaces (except those included in chassis paint coverage). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Cowl Paint
Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint). Warranted against orange peel; peeling or delaminating; cracking or checking; or loss of gloss due to cracking, checking or hazing.

Paint, Chassis *(Chassis Paint)*
Coverage includes all factory painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, power train components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, and attaching brackets and hardware. Warranted against peeling or non-adhesion. *Excludes U-joints and any damages to the paint or painted surface such as chips and scratches.*

Towing/Roadside Assistance
Coverage includes roadside assistance or towing (to the nearest authorized repair location) for a Daimler Trucks North America LLC warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. If this coverage is provided, it will be specifically included in the coverage table as a separate category.

Transfer Case Assembly
Coverage includes housing and all internally lubricated parts.

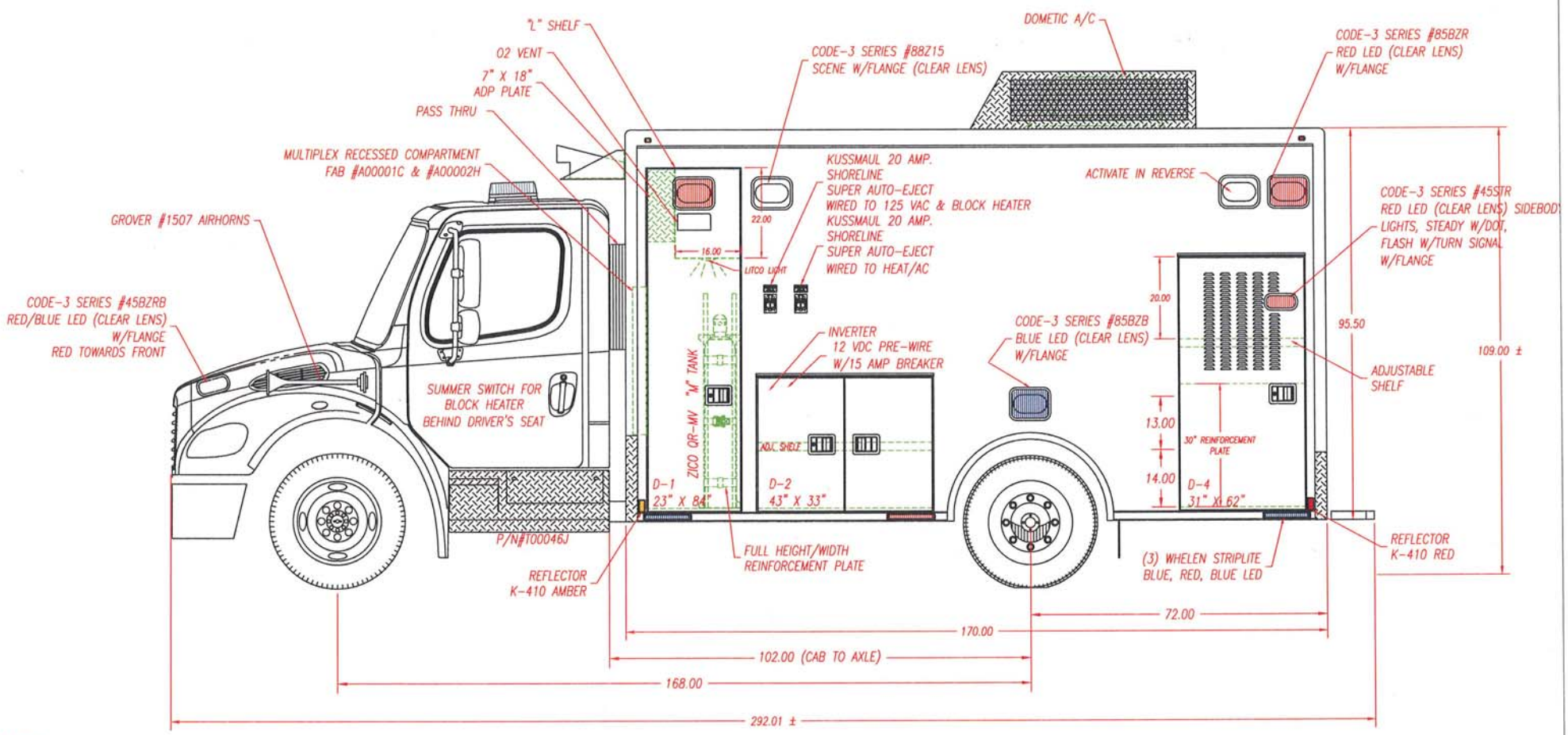
Transmission
Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. Excludes broken synchronizer pins, PTOs, transfer case(s), airlines, gauge senders, yoke(s), clutch and clutch control components including clutch brake. *Excludes Allison automatic transmissions and Twin Disc Automatic Transmissions.*

Wheel End Equipment
Coverage includes brake components, wheels, hubs, drums, rotors, wheel seals/ bearings, slack adjustors, and attaching hardware.

Other exclusions may apply. See "Daimler Trucks North America LLC Warranty Coverage Exclusions" for more information regarding applicable exclusions to coverages.
The information provided in this document is for general information only and is not offered as customer's warranty. This coverage may be superseded without notification.
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EXHIBIT A

110088-DD



NOTES:
1) POWER DOOR LOCKS ON PATIENT ENTRY DOORS AND ALS ONLY - WIRE TO OEM CHASSIS DOOR LOCKS

REVISION LEGEND
C-COT
D-DEALER
E-ENGINEERING
F-FAB DEPT.
G-GOSHEN PROD.

REVISIONS

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BE READY. BE SURE.™ MEDTEC

CUSTOMER - LAS VEGAS FIRE DEPARTMENT

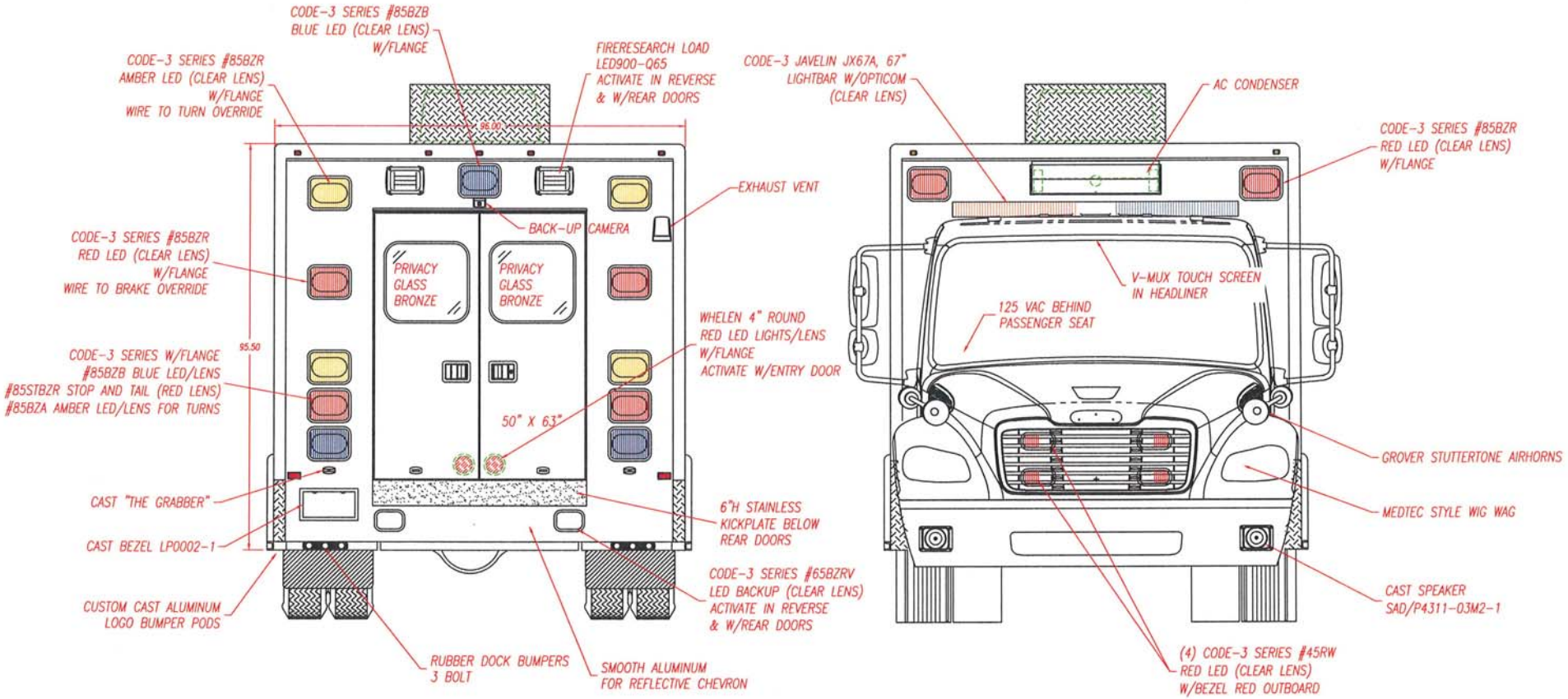
ORDER NO. (B) BID

DRAWN BY - MPD | CHASSIS - FREIGHTLINER | WIDTH - 96" | TITLE - STREETSIDE EXT

DATE - 2/22/10 | SHEET NO. - 1 OF 10 | HEADROOM - 74" | SCALE - 1/2" = 1'

MODEL - AD-170-A TYPE I

DRAWING NO. VEGAS-10



NOTES:
1) POWER DOOR LOCKS ON PATIENT ENTRY DOORS AND ALS ONLY - WIRE TO OEM CHASSIS DOOR LOCKS

REVISION LEGEND
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D-DEALER
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F-FAB DEPT.
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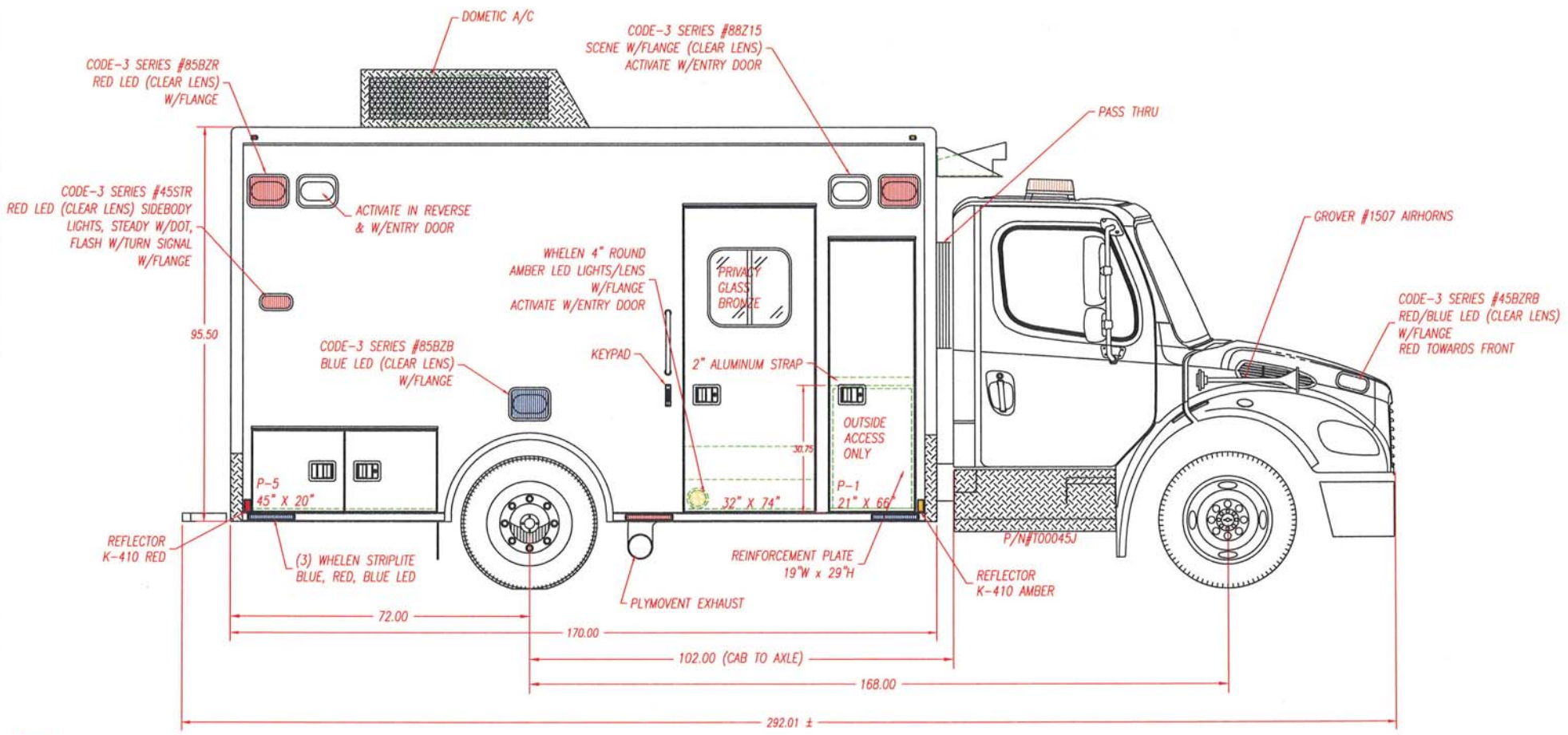
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BE READY. BE SURE.™ MEDTEC

CUSTOMER - LAS VEGAS FIRE DEPARTMENT			ORDER NO. (B) BID
DRAWN BY - MPD	CHASSIS - FREIGHTLINER	WIDTH - 96"	TITLE - FRONT/REAR EXT
DATE - 2/22/10	SHEET NO. - 2 OF 10	HEADROOM - 74"	SCALE - 1/2" = 1'
MODEL - AD-170-A TYPE I			DRAWING NO. VEGAS-10

EXHIBIT A

110088-DD



NOTES:
1) POWER DOOR LOCKS ON PATIENT ENTRY DOORS AND ALS ONLY - WIRE TO OEM CHASSIS DOOR LOCKS

REVISION LEGEND
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D-DEALER
E-ENGINEERING
F-FAB DEPT.
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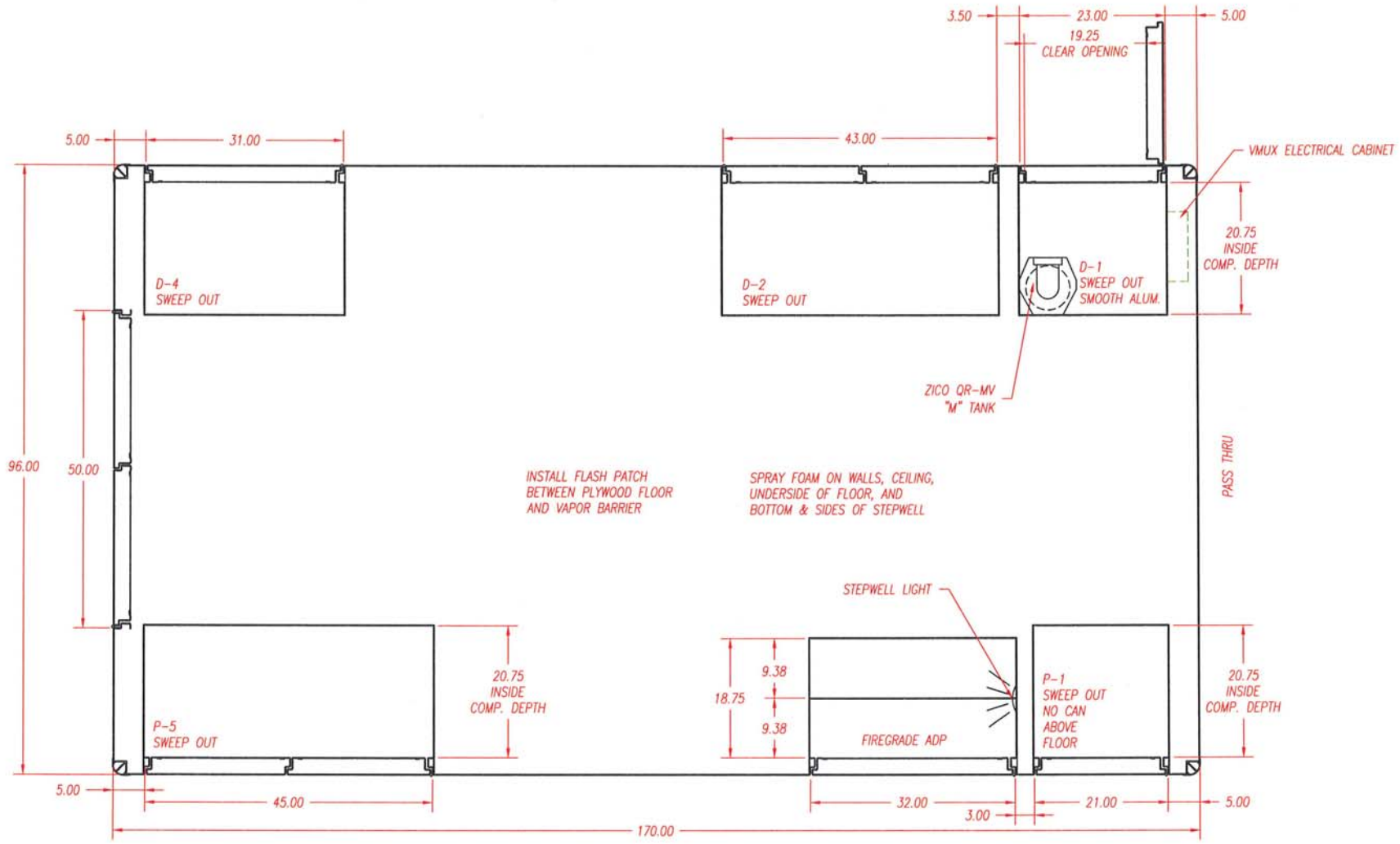
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BE READY. BE SURE.™ MEDTEC

CUSTOMER - LAS VEGAS FIRE DEPARTMENT			ORDER NO. (B) BID
DRAWN BY - MPD	CHASSIS - FREIGHTLINER	WIDTH - 96"	TITLE - CURBSIDE EXT
DATE - 2/22/10	SHEET NO. - 3 OF 10	HEADROOM - 74"	SCALE - 1/2" = 1'
MODEL - AD-170-A TYPE I			DRAWING NO. VEGAS-10

EXHIBIT A

110088-DD



REVISION LEGEND

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BE READY. BE SURE.™ MEDTEC

CUSTOMER - LAS VEGAS FIRE DEPARTMENT

ORDER NO. (B) BID

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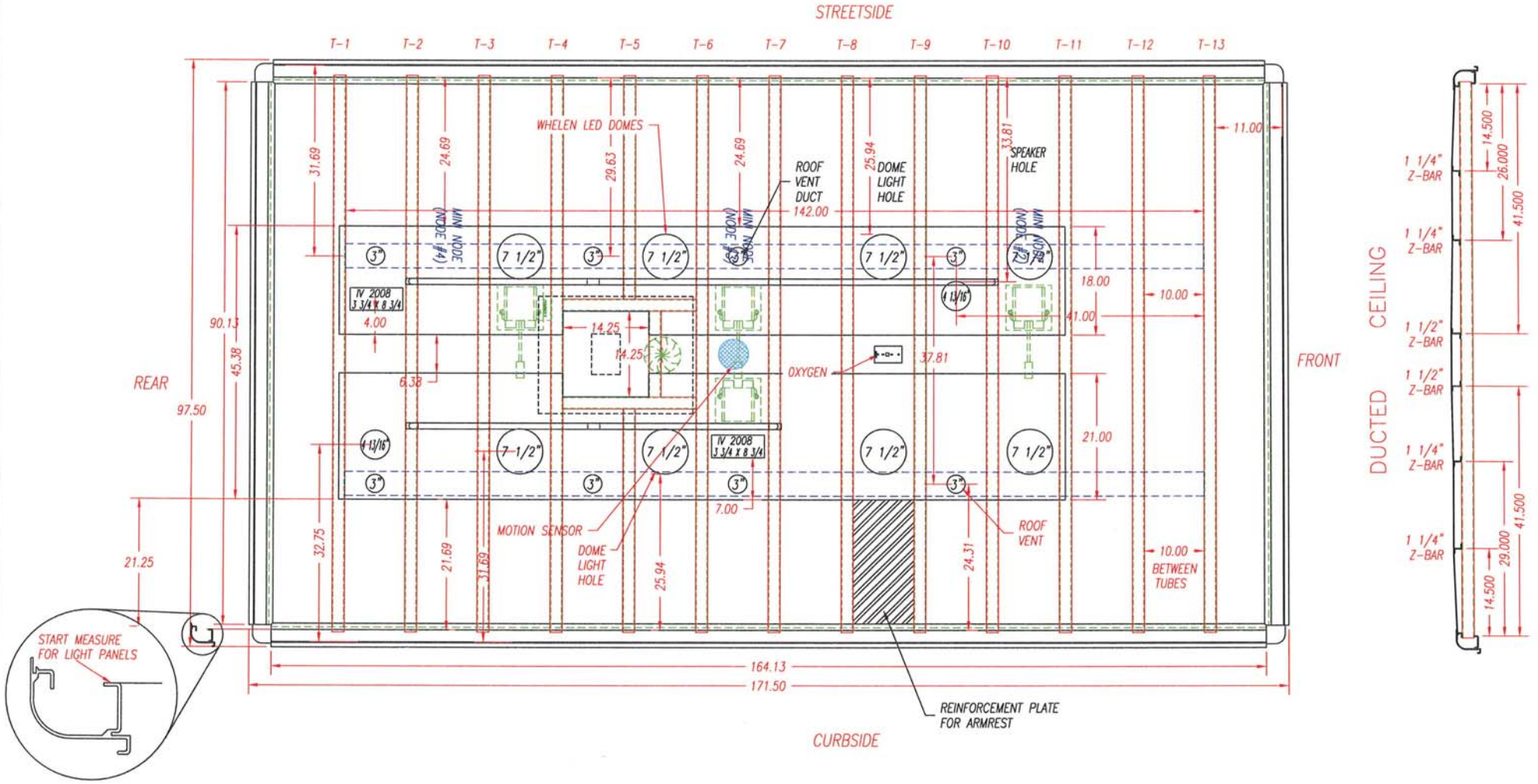
DATE - 2/22/10 | SHEET NO. - 4 OF 10 | HEADROOM - 74" | SCALE - 3/4" = 1'

MODEL - AD-170-A TYPE I

DRAWING NO. VEGAS-10

EXHIBIT A

110088-DD



REVISION LEGEND
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E-ENGINEERING
F-FAB DEPT.
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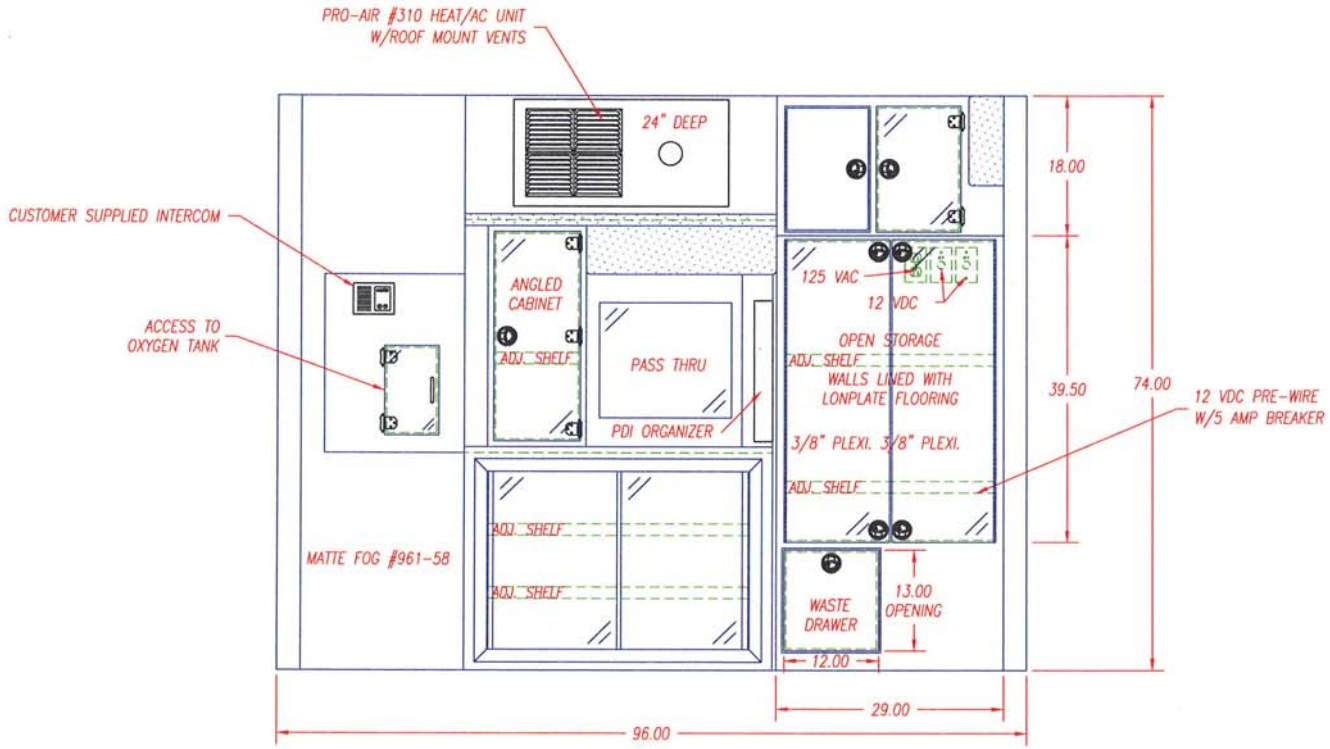
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BE READY. BE SURE.™ MEDTEC

CUSTOMER - LAS VEGAS FIRE DEPARTMENT			ORDER NO. (B) BID
DRAWN BY - MPD	CHASSIS - FREIGHTLINER	WIDTH - 96"	TITLE - CEILING PLAN
DATE - 2/22/10	SHEET NO. - 5 OF 10	HEADROOM - 74"	SCALE - 3/4" = 1'
MODEL - AD-170-A TYPE I		DRAWING NO.	VEGAS-10



NOTES:
1) ALL SOUTHCO LATCHES TO BE NON-LOCKING ILOS
2) WOOD INSET STYLE HINGED CABINET DOORS, NOT OVERLAY

REVISION LEGEND
C-COT
D-DEALER
E-ENGINEERING
F-FAB DEPT.
G-GOSHEN PROD.

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BE READY. BE BUFF.™ MEDTEC

CUSTOMER - LAS VEGAS FIRE DEPARTMENT

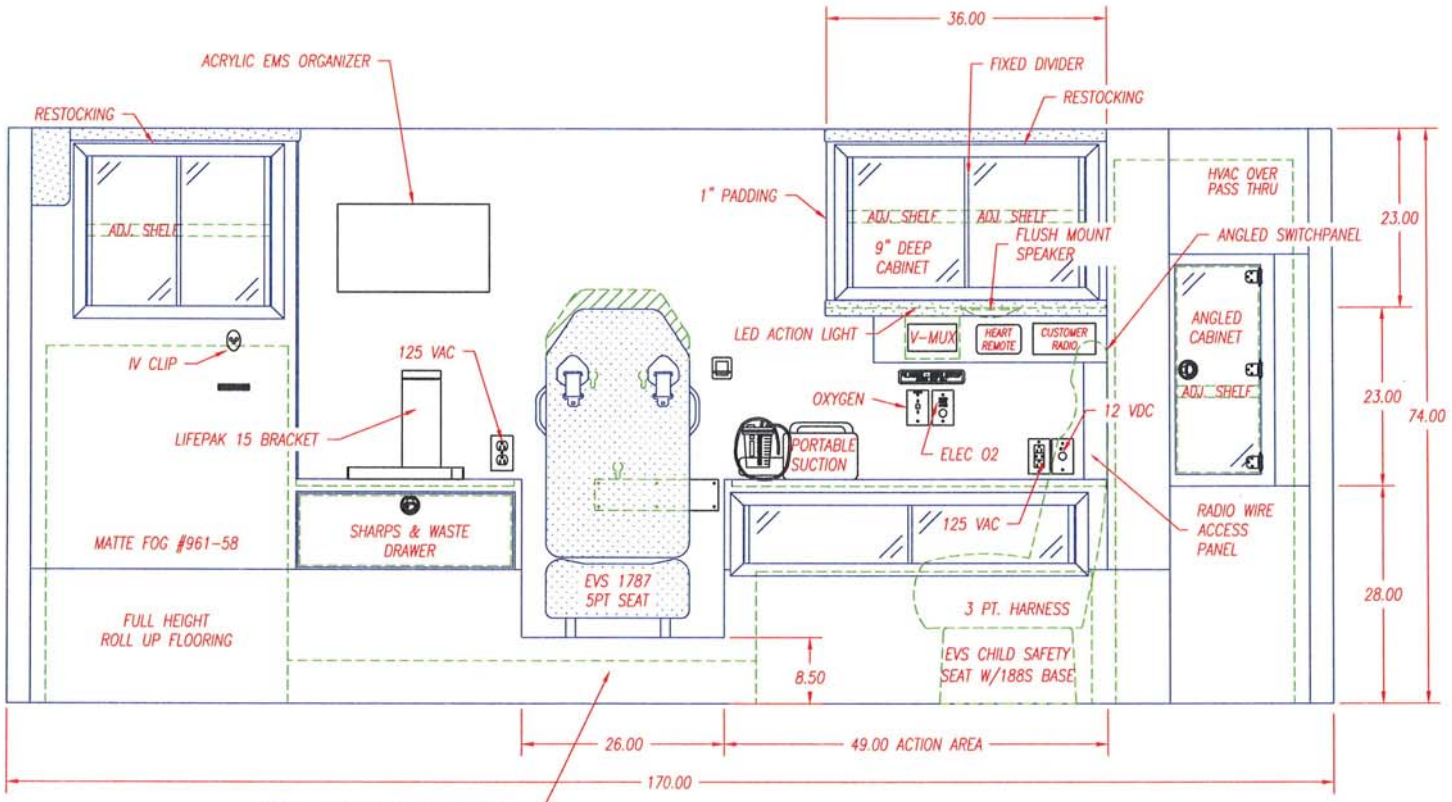
ORDER NO. (B) BID

DRAWN BY - MPD | CHASSIS - FREIGHTLINER | WIDTH - 96" | TITLE - BULKHEAD INT

DATE - 2/22/10 | SHEET NO. - 6 OF 10 | HEADROOM - 74" | SCALE - 3/4" = 1'

MODEL - AD-170-A TYPE I

DRAWING NO. VEGAS-10



NOTES:
1) CORIAN COUNTER TOP IN 1ST & 2ND A.A. (GLACIER WHITE)
1) ALL SOUTHCO LATCHES TO BE NON-LOCKING ILOS
2) WOOD INSET STYLE HINGED CABINET DOORS, NOT OVERLAY

REVISION LEGEND
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CUSTOMER - LAS VEGAS FIRE DEPARTMENT

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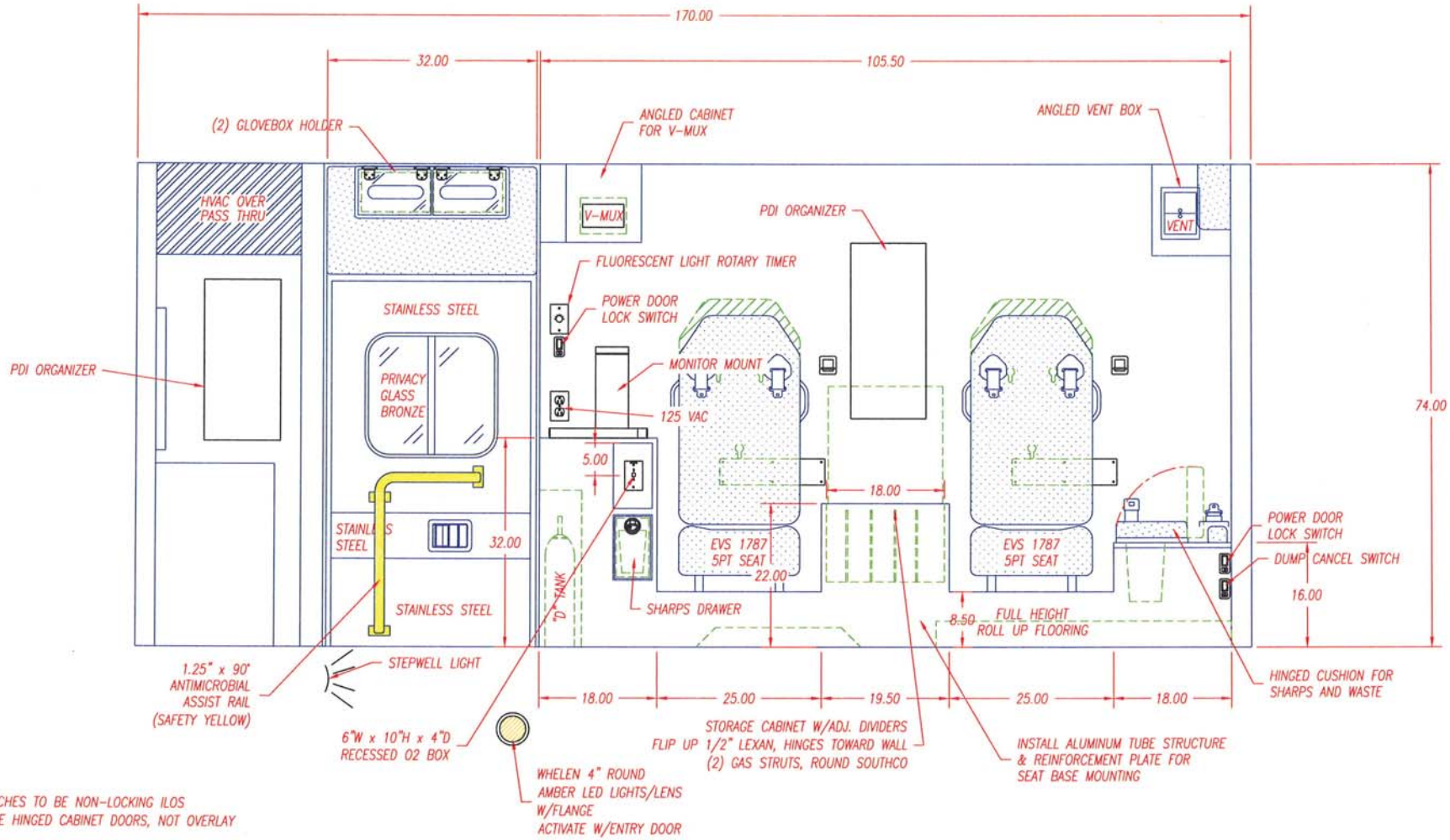
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MODEL - AD-170-A TYPE I

DRAWING NO. VEGAS-10

EXHIBIT A

110088-DD



NOTES:
1) ALL SOUTHCO LATCHES TO BE NON-LOCKING ILOS
2) WOOD INSET STYLE HINGED CABINET DOORS, NOT OVERLAY

REVISION LEGEND
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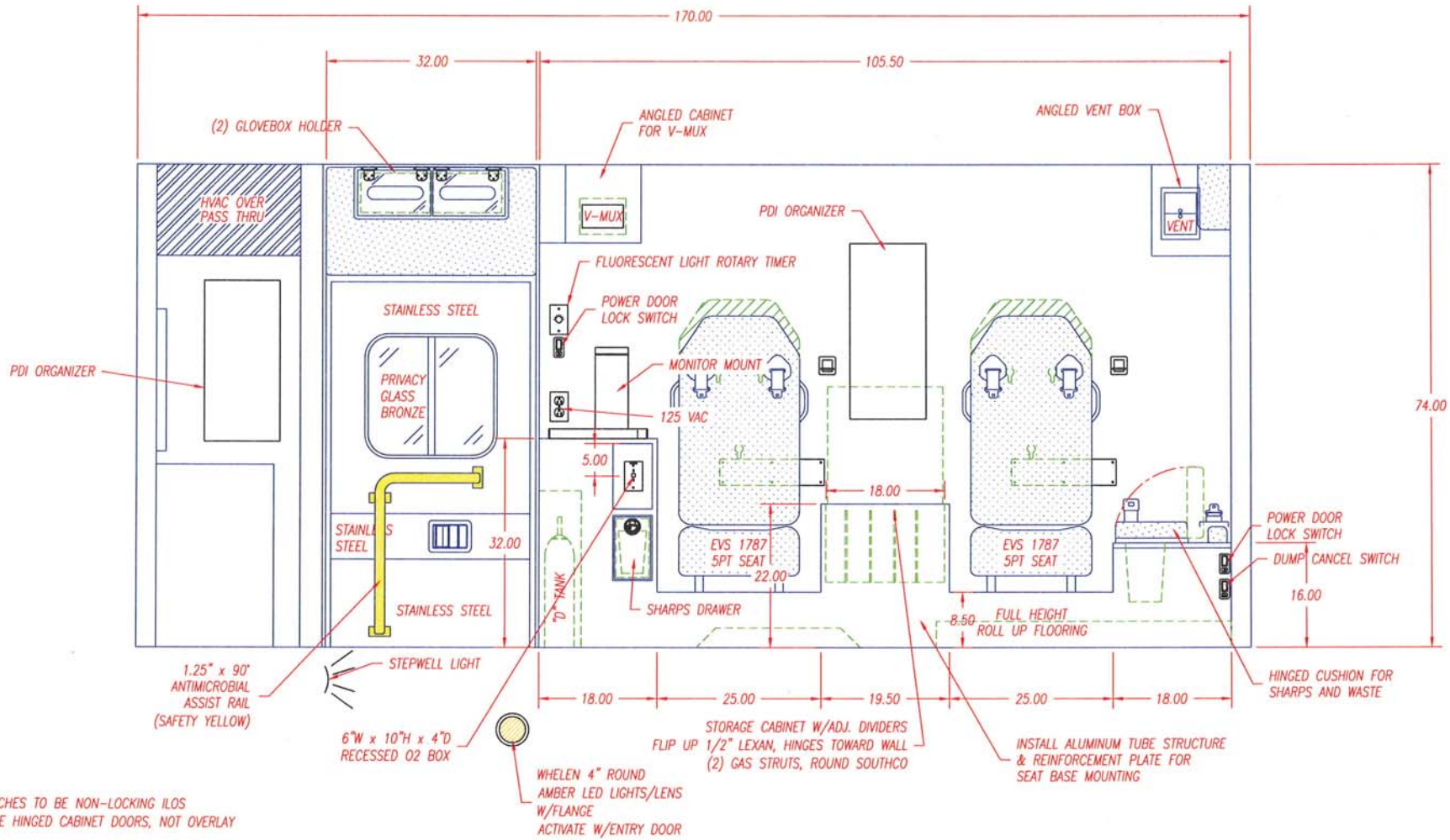
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CUSTOMER - LAS VEGAS FIRE DEPARTMENT			ORDER NO. (B) BID
DRAWN BY - MPD	CHASSIS - FREIGHTLINER	WIDTH - 96"	TITLE - CURBSIDE INT
DATE - 2/22/10	SHEET NO. - 8 OF 10	HEADROOM - 74"	SCALE - 3/4" = 1'
MODEL - AD-170-A TYPE I		DRAWING NO. VEGAS-10	

EXHIBIT A

110088-DD



NOTES:
1) ALL SOUTHCO LATCHES TO BE NON-LOCKING ILOS
2) WOOD INSET STYLE HINGED CABINET DOORS, NOT OVERLAY

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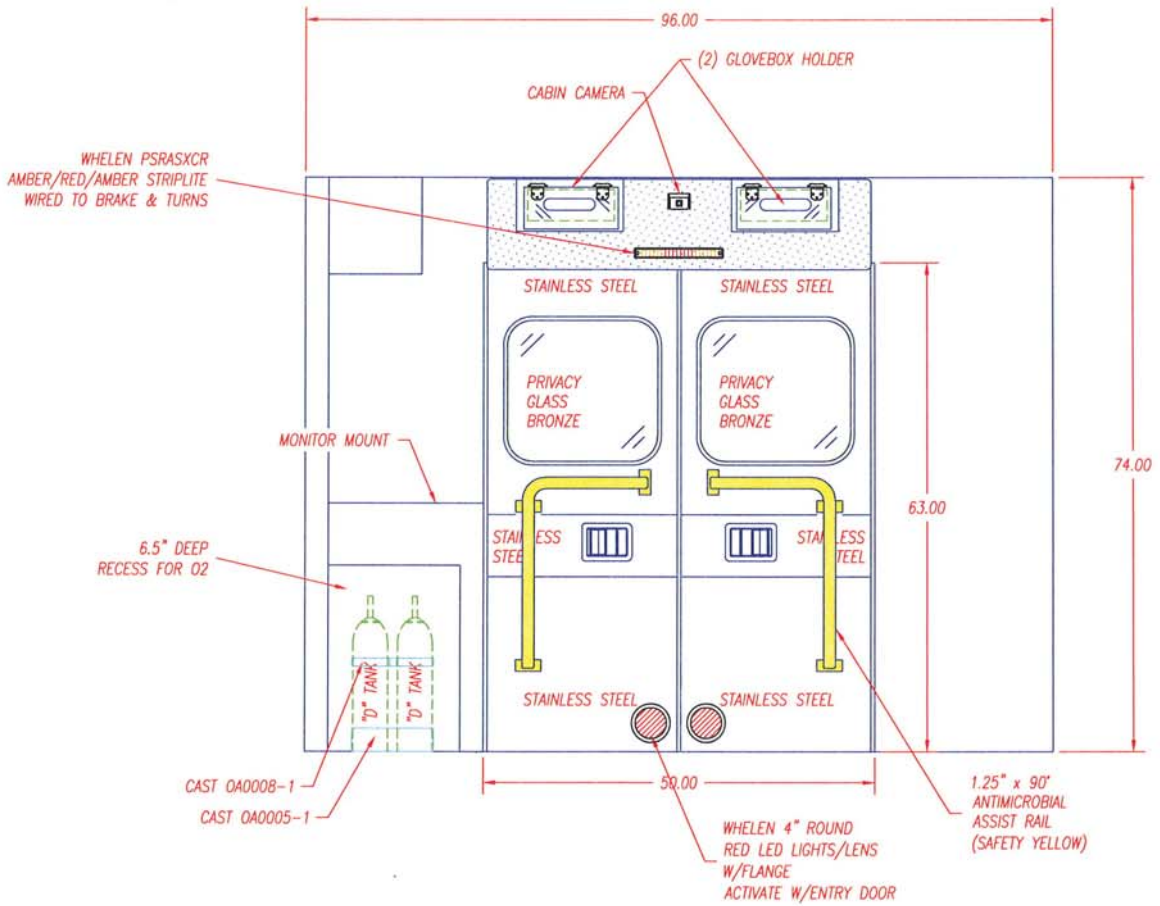
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BE READY. BE SURE.™ MEDTEC

CUSTOMER - LAS VEGAS FIRE DEPARTMENT			ORDER NO. (B) BID
DRAWN BY - MPD	CHASSIS - FREIGHTLINER	WIDTH - 96"	TITLE - CURBSIDE INT
DATE - 2/22/10	SHEET NO. - 8 OF 10	HEADROOM - 74"	SCALE - 3/4" = 1'
MODEL - AD-170-A TYPE I		DRAWING NO. VEGAS-10	



NOTES:
1) ALL SOUTHCO LATCHES TO BE NON-LOCKING ILOS
2) WOOD INSET STYLE HINGED CABINET DOORS, NOT OVERLAY

REVISION LEGEND
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G-GOSHEN PROD.

REVISIONS

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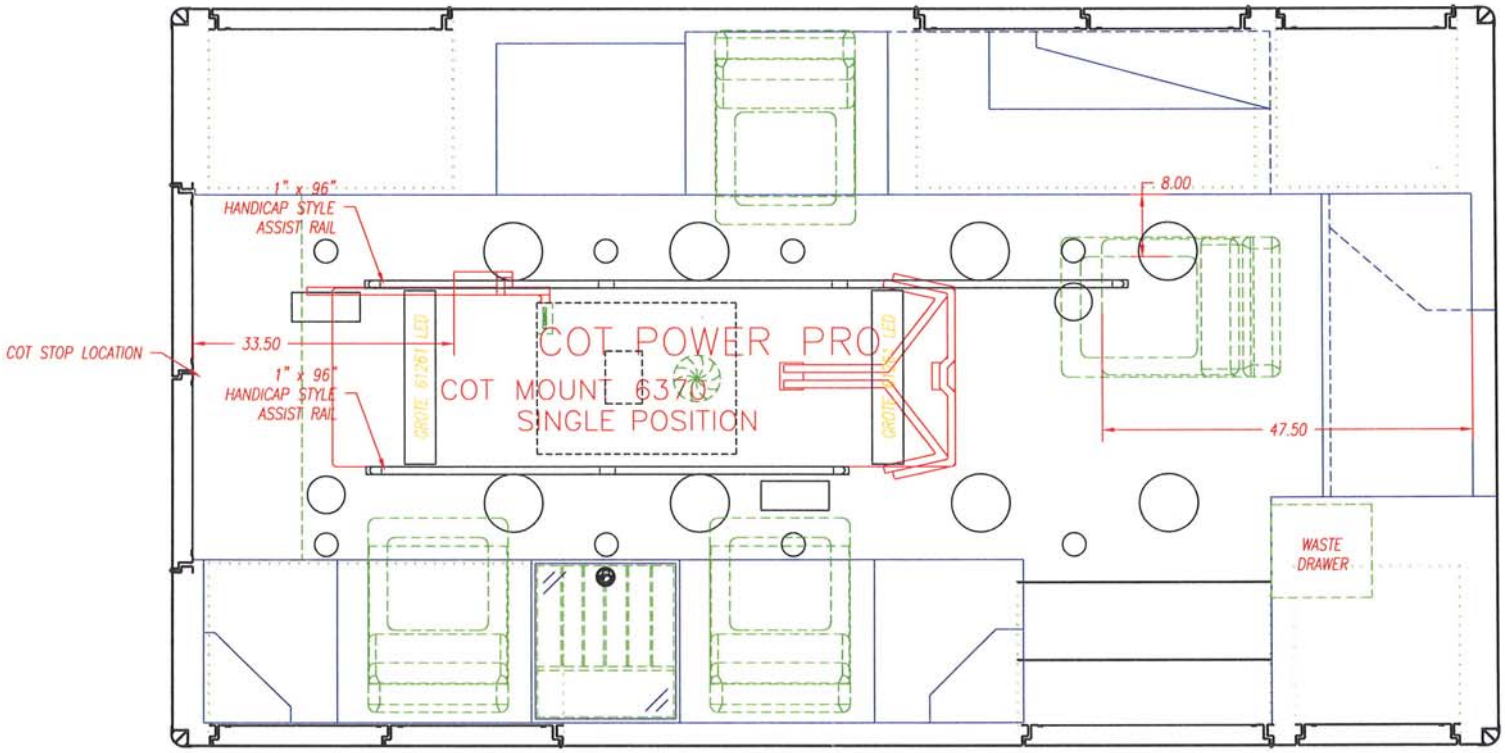
CUSTOMER APPROVAL: DATE:

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DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATION AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION. MINOR DETAILS NOT SHOWN. THESE PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND SHOULD NOT BE USED FOR DESIGN PURPOSES

BE READY. BE SURE.™ MEDTEC

CUSTOMER - LAS VEGAS FIRE DEPARTMENT			ORDER NO. (B) BID
DRAWN BY - MPD	CHASSIS - FREIGHTLINER	WIDTH - 96"	TITLE - REAR INT
DATE - 2/22/10	SHEET NO. - 9 OF 10	HEADROOM - 74"	SCALE - 3/4" = 1'
MODEL - AD-170-A TYPE I			DRAWING NO. VEGAS-10



REVISION LEGEND
C–COT
D–DEALER
E–ENGINEERING
F–FAB DEPT.
G–GOSHEN PROD.

REVISIONS

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DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATION AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION. MINOR DETAILS NOT SHOWN. THESE PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND SHOULD NOT BE USED FOR DESIGN PURPOSES

BE READY. BE SURE.™ MEDTEC

CUSTOMER APPROVAL: DATE:

DEALER APPROVAL: DATE:

CUSTOMER – LAS VEGAS FIRE DEPARTMENT			ORDER NO. (B) BID
DRAWN BY – MPD	CHASSIS – FREIGHTLINER	WIDTH – 96"	TITLE – COT DETAIL
DATE – 2/22/10	SHEET NO. – 10 OF 10	HEADROOM – 74"	SCALE – 3/4" = 1'
MODEL – AD–170–A TYPE I			DRAWING NO. VEGAS–10

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Use Agreement No. 110102-CW, Occupational Health Services authorizing use of the State of Nevada Contract No. 1737, Physical Exams for Public Safety Employees - Department of Human Resources - Award recommended to: GILBERT, ROMICK AND ASSOCIATES OF NEVADA, MD LTD dba ARC HEALTH AND WELLNESS CENTERS ($600,000 - General Fund and Employee Benefits Internal Services Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $600,000
Funding Source: General Fund
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
This agreement is to provide for annual comprehensive physical examinations for the City's firefighters, corrections officers and marshals. These employees are required to have annual physicals with a copy of the results and any recommendations sent to the department representative to verify the employee's suitability to continue performance of duties. This item is exempt from the competitive bidding process pursuant to NRS 332.195, Joinder or mutual use of contracts by Local Governments.

PCC: C. White
POC: Paul Granstrom - (775) 846-3413

RECOMMENDATION:
That City Council approve Use Agreement No. 110102-CW authorizing the use of State of Nevada Contract No. 1737, Occupational Health Services for Physical Exams for Public Safety Employees to Gilbert, Romick and Associates of Nevada, MD LTD dba ARC Health and Wellness Centers from date of award through December 31, 2011 with three one-year options to renew in the estimated annual amount of $600,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Use Agreement No. 110102-CW

USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and Gilbert, Romick and Associates of Nevada, MD LTD dba ARC HEALTH AND WELLNESS CENTERS (herein the "Supplier"),

RECITALS

WHEREAS, the Supplier and the State of Nevada (herein "State of Nevada") have entered into that Contract dated June 1, 2009 (Bid No. 1737) which provides for Occupational Health Services (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the State of Nevada; and

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Agreement shall consist of the terms, conditions and covenants of the Supplier Contract and Amendment #1, a copy of which is attached hereto as Exhibit "A" (136 pages), and incorporated herein, except as stated in Exhibit "B" (4 pages), and Exhibit "C" (1 page), attached hereto and made a part hereof.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Agreement, and the City hereby agrees in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract to the extent that the same are incorporated herein as a part of this Agreement.

3. The Supplier Contract is based upon the estimated procurement figures of the State of Nevada. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Agreement, and bid or negotiate a new contract, if the procurements by the City under this Agreement are significantly greater than the estimated amounts in the Supplier Contract.

4. This Agreement, and the rights granted hereunder to the City, shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the State of Nevada failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which the State of Nevada fails to exercise thereunder.

5. The City reserves it's right to terminate this Agreement and its use of the Supplier Contract for any reason whatsoever and such termination shall be effective thirty (30) days after written notice is provided to the Supplier. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and State of Nevada.

6. Any change or modification to the Supplier Contract between the Supplier and the State of Nevada shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Agreement.

7. Any notice or other communication given in connection with this Agreement shall be made in writing and either delivered in person, by fax to the telephone number provided below (provided telephonic confirmation of transmittal is received), or via United States Postal Service, overnight courier service, or United Parcel Service to the following person and address:

FOR THE SUPPLIER: ARC Health and Wellness Centers
Paul Granstrom
82 East Glendale Avenue
Sparks, NV 89431
Fax # 775-823-9025

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
400 Stewart Avenue
Las Vegas, Nevada 89101
Fax #: (702) 384-9964

The parties shall provide written notification of any change in the information stated above.

8. The Supplier agrees to maintain the insurance coverage required under the Supplier Contract for the term of this Agreement. The Supplier further agrees to provide to the City, within ten (10) days after execution of this Agreement by the City, certificates of insurance naming the City as an additional insured party thereunder for the insurance coverage under which State of Nevada was named as an additional insured party pursuant to the requirements of the Supplier Contract.

9. Unless the content indicates otherwise, the references in the Supplier Contract to the State of Nevada shall be understood and interpreted to refer to the City for purposes of this Agreement.

10. This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 12-21-10
Deputy City Attorney Date

Gilbert, Romick and Associates of Nevada, MD LTD dba ARC HEALTH AND WELLNESS CENTERS

Paul Granstrom, Executive Vice President

"Supplier"

Exhibit A

136 Pages

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
515 East Musser Street, Suite 300
Carson City, Nevada 89701
Phone (775) 684-0170 • Fax (775) 684-0188

JIM GIBBONS
Governor

ANDREW K. CLINGER
Director

GREG SMITH
Purchasing Administrator

January 27, 2009

PAUL GRANSTROM
ARC HEALTH & WELLNESS CENTERS, LLC
AND SPECIALTY HEALTH, MCO, INC.
2205 GLENDALE AVENUE SUITE 131
SPARKS NV 89431

FAX DELIVERY: (775) 331-4749

Dear Mr. Granstrom:

Thank you for participating in the State of Nevada procurement process for RFP No. 1737. The final contract for RFP No. 1737 for Occupational Health Services has been awarded to ARC Health & Wellness Centers, LLC; the contract amount is $4,000,000.00. This letter serves as formal notification of the award as well as formal notification that the ten (10) day appeal period has commenced, effective the date of this letter.

Any notice of appeal must be filed in strict accordance with NRS 333.370. Pursuant to NRS 333.370, if you wish to protest this award an original notice of appeal **and** associated security payable to the State of Nevada in the amount of $1,000,000.00 must be **received** by the Purchasing Division at 515 East Musser Street, Suite 300, Carson City, Nevada 89701 no later than February 6, 2009, 5:00 p.m. pacific time. In addition you must file a copy of the notice of appeal with the Hearings Division Appeals Office at 1050 East Williams Street, Suite 450, Carson City, Nevada 89701 no later than February 6, 2009, 5:00 p.m. pacific time.

Please note that if the appeal process results in a determination by the hearing officer that the contract was awarded in a manner that does not comply with the provisions of NRS Chapter 333, the only available remedy is the cancellation of the award by the hearing officer. In that event, pursuant to NRS 333.370(5), the RFP would be re-issued and the bidding and award process would begin again. The Purchasing Division and the Hearings Division may not render any advice with regard to the appeal process; vendors are advised to refer to the above referenced statute for further instructions on filing a notice of appeal.

Additional information regarding the appeal process can be found on the Purchasing Division's website at: http://purchasing.state.nv.us.

On behalf of the State of Nevada, thank you for your interest in our project. Please call me at (775) 684-0198 if you have any questions.

Sincerely,

Lyn C. Callison, Purchasing Officer
Services Procurement Section

Cc: Mandy Payette, Risk Management Division

Approved 07/2003
Revised 10/2004

Please visit our website at http://purchasing.state.nv.us

For Purchasing Use Only:
RFP/CONTRACT #1737

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701
Contact: Lyn Callison
Phone: (775) 684- 0198 Fax: (775) 684-0188

and
Gilbert, Romick and Associates of Nevada, MD LTD
d/b/a ARC Health and Wellness Centers
and
SpecialtyHealth MCO, Inc.
2205 Glendale Ave Suite 131
Sparks NV 89431
Contact: Paul Granstrom
Phone: (775) 846-3413 • Fax: (775) 823-9025

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and
WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective from June 1, 2009 subject to Board of Examiners' approval (anticipated to be April 14, 2009) to April 30, 2013, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION OR RFP #1737 and AMENDMENT(S) #1;
ATTACHMENT BB: INSURANCE SCHEDULE; AND

ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of $ Various (determined by type of Test per invoice as outlined in Attachment CC, contractor's response) not to exceed $ 4,000,000.00. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. **The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor.** Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars ($100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars ($125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of

Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		Contractor's Initials YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	~~JC~~ AVG	
2.	Will the Contracting Agency be providing training to the independent contractor?	~~JC~~ AVG	AVG Verbal JC 2/6/09
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses? N/A	~~N/A~~ N/A	AVG N/A
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?		JC/AVG
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time or of short duration)? N/A	~~JC~~ N/A	AVG N/A
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?		JC/AVG
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?		JC/AVG

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract;

Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer

required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

b. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.

c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars ($50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:

f. Approved Insurer: Each insurance policy shall be:
   1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
   2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be

responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State. .

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	2-5-09 Date	Executive Vice Pres. Dev. Independent's Contractor's Title	
Independent Contractor's Signature	2.5.09 Date	Pres. / CEO Independent's Contractor's Title	
Greg Smith	2-9-08 Date	Administrator, Purchasing Division Title	
Signature	Date	Title	
Signature	Date	Title	
Signature - Board of Examiners		APPROVED BY BOARD OF EXAMINERS	
Approved as to form by:		On 4-14-09 (Date)	
Deputy Attorney General for Attorney General		On 6 Feb 09 (Date)	

Approved 05/08/02
Revised *11/07*

For Purchasing Use Only:
RFP/CONTRACT # 1737

AMENDMENT # 1 TO CONTRACT

Between the State of Nevada
Acting By and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Room 300
Carson City NV 89701
Contact: Lyn Callison
Phone: (775) 684- 0198 Fax: (775) 684-0188

and

Gilbert, Romick and Associates of Nevada, MD LTD
d/b/a ARC Health and Wellness Centers
and
SpecialtyHealth MCO, Inc.
2205 Glendale Ave Suite 131
Sparks NV 89431
Contact: Paul Granstrom
Phone: (775) 846-3413 • Fax: (775) 823-9025

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal # 1737 and dated April 14, 2010 , attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. Extend the contract for two additional years and increase contract authority. Exhibit B includes pricing for additional tests and price reduction for several other tests effective April 1, 2010.

Current Contract Language:

a. 3. CONTRACT TERM. This Contract shall be effective from May 1, 2009 subject to Board of Examiners' approval (anticipated to be March 10, 2009) to April 30, 2013 unless sooner terminated by either party as specified in paragraph ten (10).

b. 6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of $ Various (determined by type of Test per invoice as outlined in Attachment CC, contractor's response) not to exceed $ 4,000,000.00.

Amended Contract Language:

a. 3. CONTRACT TERM. This Contract shall be effective from May 1, 2009 subject to Board of Examiners' approval (anticipated to be March 10, 2009) to May 31, 2015 unless sooner terminated by either party as specified in paragraph ten (10).

b. 6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of $ Various (determined by type of Test per invoice as outlined in Attachment CC, contractor's response) not to exceed $ 6,000,000.00.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) and Exhibit B (Revised Cost Proposal) is attached hereto, incorporated by reference herein and made a part of this amended contract.

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

4/28/10	Executive Vice President
Independent Contractor's Signature — Date	Independent's Contractor's Title
5-3-10	Administrator, Purchasing Division
Greg Smith — Date	Title
Signature — Date	Title
Signature - Board of Examiners	APPROVED BY BOARD OF EXAMINERS
Approved as to form by:	On 10-8-10 (Date)
Deputy Attorney General for Attorney General	On 5 May 10 (Date)

EXHIBIT B

REVISED COST PROPOSAL

Panel 1 - Baseline Exam (1st Year) and/or Pre-Hire Exam	**COST**
State of Nevada Medical History Form[1]	$ 0.00
Job Specific Medical History Form[1]	$ 0.00
Audiometry with interpretation (air conduction or pure tone test)	$ 24.25
Blood Pressure Monitoring[1]	$ 0.00
Chest X-Ray (Single View)	$ 29.10
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	$ 35.89
Heart and Lung Physical Exam ([1] denotes included in cost)	$ 48.50
Resting EKG	$ 38.80
Pulmonary Function Test	$ 36.86
TB Skin Test	$ 4.85
Urinalysis[1]	$ 0.00
Nicotine Test (Cotinine Only) with Quant Levels	$ 14.99
Per-Cent Body Fat (BMI Method) / Waist Circumference	$ 8.73
Vision Screening[1]	$ 0.00
State of Nevada Physician's Report of Results Form	$ 14.55
Hepatitis Profile Screening* (*Add conf. charge if positive)	$ 77.60
Written Report to Agency and Employee[1]	$ 0.00
Total Panel 1 - Baseline / Pre-Hire	**$334.12**

***Note**: For ease of administration, the price of this exam does not change based on location including the various onsite locations, with the exception of the rural fee.*

Rural Fee (if physical is conducted on-site)	**+ $90.00**

Additional Options for Panel # 1

Stress EKG Option *(If 2 or more risk factors for heart disease identified)*	
Add Stress Treadmill EKG	+ $111.55
TwinRix Vaccination (Series of three total $302.64)	+ $100.88
Inoculation Series Option (series of three Hepatitis B inoculations)	
Hepatitis B Inoculation Series, if indicted	+ $174.60

Vendor will provide employee with a card identifying status and dates of inoculations

Panel 3 - General Heart/Lung Exam (Over 5 years of Service)	**COST**
State of Nevada Medical History Form[1]	$ 0.00
Heart and Lung Physical Exam ([1] denotes included in cost)	$ 48.50
Audiometry with interpretation (air conduction or pure tone test)	$ 24.25
Blood Pressure Monitoring[1]	$ 0.00
Chest X-Ray (Dual View) includes radiologist over-read	$ 38.80
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	$ 35.89
Per-Cent Body Fat (BMI Method) / Waist Circumference	$ 7.76
Stress EKG	$111.55
Pulmonary Function Test	$ 36.86
TB Skin Test (Excludes: Department of Corrections employees)	$ 4.85
Urinalysis[1]	$ 0.00
Nicotine Test (Cotinine Only) with Quant Levels	$ 14.99
State of Nevada Physician's Report of Results Form	$ 14.55
Vision Screening[1]	$ 0.00
Written Report to Agency and Employee[1]	$ 0.00
Hepatitis C* Antibody (to determine hepatitis C infection)	$ 27.16
Work Capacity Readiness Form[1]	$ 0.00
-Division of Forestry only (form to be provided)	
Total Panel 3 - General Heart/Lung Exam (Over 5 Years)	**$365.16**

Note: *For ease of administration, the price of this exam does not change based on location including the various onsite locations, with the exception of the rural fee.*

Rural Fee (if physical is conducted on-site)	**+ $90.00**

Additional Options for Panel # 3

Hemoglobin A1C – *(If employee has documented Type 1 Diabetes)*	+ $ 33.95
Hepatitis Profile Screening* (*Add conf. charge if positive)	+ $ 77.60
If Officer has not been inoculated for Hep A and B, screening is mandatory	
CDL Paperwork (Exam charged and conducted above)	+ $ 14.55
HAZMAT Exam (Whole Blood – Heavy Metal Panel)	+ $ 83.42
TwinRix Vaccination (Series of three total $302.64)	+ $100.88

Other Tests to confirm or rule out heart or lung disease, if indicated.

Panel 4 - Lung/Hearing Exam – **Department of Corrections only- 3rd year of Service Only**	**COST**
State of Nevada Medical History Form[1]	$ 0.00
Audiometry with interpretation (air conduction or pure tone test)	$ 24.25
Chest X-Ray (Single View)	$ 29.10
Per-Cent Body Fat (BMI Method) / Waist Circumference	$ 7.76
Pulmonary Function Test (Spirometry)	$ 36.86
Lung Exam (Physical) ([1] denotes included in cost)	$ 38.80
Nicotine Test (Cotinine Only) with Quant Levels	$ 14.99
State of Nevada Physician Report of Results Form	$ 14.55
Total Panel 4 - Lung/Hearing Exam	**$166.31**

***Note**: For ease of administration, the price of this exam does not change based on location including the various onsite locations, with the exception of the rural fee.*

Rural Fee (if physical is conducted on-site)	**+ $90.00**

Panel 5 - Volunteer Firefighter Exam – (Baseline-Every Even-Numbered year)	**COST**
State of Nevada Medical History Form[1]	$ 0.00
Heart and Lung Physical Exam ([1] denotes included in cost)	$ 48.25
Audiometry with interpretation (air conduction or pure tone test)	$ 24.25
Blood Pressure Monitoring[1]	$ 0.00
Resting EKG	$ 38.80
Chest X-Ray (Single View)	$ 29.10
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	$ 35.89
Pulmonary Function Test (Spirometry)	$ 36.86
Per-Cent Body Fat (BMI Method) / Waist Circumference	$ 8.73
Urinalysis[1]	$ 0.00
Nicotine Test (Cotinine Only) with Quant Levels	$ 14.99
TB Skin Test	$ 4.85
Vision Screening[1]	$ 0.00
State of Nevada Physician's Report of Results Form	$ 14.55
Written Report to Agency and Employee[1]	$ 0.00
Total Panel 5 – Volunteer Firefighter Exam	**$256.52**

***Note**: For ease of administration, the price of this exam does not change based on location including the various onsite locations, with the exception of the rural fee.*

Rural Fee (if physical is conducted on-site)	**+ $90.00**

Additional Options for Panel # 5

Hepatitis B Inoculation Series (First year only, if indicated)	+ $174.60
CDL Paperwork (Exam charged and conducted above)	+ $ 14.55
HAZMAT Exam (Whole Blood – Heavy Metal Panel)	+ $ 83.42

Termination Testing [2] –

Testing within 30 days of Termination

	COST
TB Skin Test	$ 14.55
Hepatitis Profile Screening* (*Add conf. charge if positive)	$ 77.60
HIV 1 & 2 Screen* (AIDS Screening, VERY CONFIDENTIAL) (*Add conf. charge if positive)	$ 43.65
Total 30 day Termination Test	**$135.80**

Testing at 90 days of Termination

TB Skin Test	$ 14.55
Total 90 day Termination Test	**$14.55**

Testing at 180 days of Termination

Hepatitis Profile Screening* (*Add conf. charge if positive)	$ 77.60
HIV 1 & 2 Screen* (AIDS Screening, VERY CONFIDENTIAL) (*Add conf. charge if positive)	$ 43.65
Total 180 day Termination Test	**$121.25**

Testing at 360 days of Termination

Hepatitis Profile Screening* (*Add conf. charge if positive)	$ 77.60
HIV 1 & 2 Screen (AIDS Screening, VERY CONFIDENTIAL) (*Add conf. charge if positive)	$ 43.65
Total 360 day Termination Test	**$121.25**

([2] Denotes additional request per State of Nevada 4/27/10)

Optional Components of Physical Exam:

The following listed services may be requested in conjunction with the annual physical exams or as a specific separate service, as requested by agency and/or agreed by employee.

Hepatitis / HIV Screening

Hepatitis Profile Screening* (*Add conf. charge if positive).....**$83.42**
- **Hepatitis A** (Detects IgG and IgM antibodies to Hepatitis A virus)
- **Hepatitis B surface Ag** (Detects Hepatitis B surface antigen)
- **Hepatitis B surface Ab** (Detects Hepatitis B surface antibody)
- **Hepatitis B core Ab** (Detects antibodies to Hepatitis B core antigen)
- **Hepatitis C Ab** (Detects antibodies to Hepatitis C virus)

Hepatitis A* (Detects IgG and IgM antibodies to Hepatitis A virus).....**$33.95**
Hepatitis B* surface Ag (to determine hepatitis B infection).....**$20.37**
Hepatitis B* surface Ab (to determine immunity to hepatitis B).....**$19.40**
Hepatitis B* core Ab (to detect acute exposure to hepatitis B).....**$19.40**
Hepatitis C* Antibody (to determine hepatitis C infection).....**$27.16**[2]
(*Add conf. charge if positive)

HIV 1 & 2 Screen (AIDS Screening, VERY CONFIDENTIAL).....**$43.65**[2]
Detects antibodies to HIV-1 and HIV-2

Confirmation Charges on Hepatits and HIV Screenings (if Positive)

Hep A – Hep A IgM.....**$36.86**
Hep B Ag – Neutralization Assay.....**$121.25**
Hep C – HCV RIBA.....**$143.65**
HIV I & II – Western Blot.....**$67.90**
(if western blot is negative then goes to HIV II screen $74.00)
(if HIV II screen is positive then goes to immunoblot confirm $146.00)

Hepatitis Inoculations

Hepatitis A inoculations.....**$72.75**
1st Injection.....$72.75 / 2nd Injection.....$72.75 / Series of Two.....$145.50
Hepatitis B inoculations (and boosters) Baseline exams.....**$58.20**
1st Injection.....$58.20 / 2nd Injection.....$58.20 / 3rd Injection.....$58.20
Booster.....$58.20 / Series of Three.....$174.60
TwinRix (Hep. A and B) inoculations.....**$100.88**[2]
Series of Three.....$302.64

Hazmat Exams / Medical Surveillance (Surveillance included in lab prices)

Blood Lead
64705 Metal Panel – WB (As, Cd, Hg, Pb/ZPP) **$83.42**
24 Hour Random Urine
61625 Metal Panel – Random Urine (As, Cd, Hg, Pb).....**$78.57**
Blood Lead ZPP
62621 LEAD AND ZINC PROTOPORPHYRIN (ZPP).....**$57.23**
Cholinesterase
12263 CHOLINESTERASE, RED BLOOD CELL AND SERUM.....**$42.68**

Hemoglobin A1C.....**$21.34**

Respirator Clearance Exams

Respiratory Compliance Exam.....$ 67.90
(Includes: OSHA Respirator Questionnaire, Pulmonary Function test, Respirator Clearance Letter)
Respiratory Fit Test.....$ 29.10
OSHA Respirator Questionnaire.....$ 19.40
Pulmonary Function Test.....$ 38.80
Respirator Clearance Letter.....$ 9.70

Department of Transportation / CDL Exams

DOT Examination.....$ 33.95
DOT Paperwork.....$ 14.55

Drug and Alcohol Testing (Reviewed by Medical Review Officer)

DOT Urine Drug Screen.....$ 37.83
Non DOT Uring Drug Screen.....$ 32.98
DOT Breath Alcohol Test.....$ 24.25
Non DOT Breath Alcohol Test.....$ 24.25
Breath Alcohol Confirmation (if positive).....$ 14.55

Master Bundled Physical Pricing

Audiometry with interpretation (air conduction or pure tone test).....$ 24.25
Chest X-Ray (Single View).....$ 29.10
Chest X-Ray (Dual View) includes radiologist over-read.....$ 38.80
Coronary Risk II (CBC + Chem. Panel + HDL + LDL).....$ 35.89
Heart and Lung Physical Exam (includes Vision, BP, Urinalysis, etc.).....$ 48.50
Lung Exam (Physical).....$ 38.80
State of Nevada Physician's Report of Results Form.....$ 14.55
Resting EKG.....$ 38.80
Stress EKG (Graded Exercise Test).....$111.55
TB Skin Test.....$ 4.85
Nicotine Test (Cotinine Only) with Quant Levels.....$ 14.99
Per-Cent Body Fat (BMI Method) / Waist Circumference.....$ 8.73
Pulmonary Function Test.....$ 36.86
Normal Vision Screening (Snellen, Far, Near) – Included in physical.....$ 0.00
Advanced Vision Screening (Ishihara, Depth, Peripheral).....$ 9.70
Written Report to Agency and Employee – Included in physical.....$ 0.00
Work Capacity Readiness Form – Included in physical.....$ 0.00

Individual Test Pricing (Not part of Heart and Lung Physical)

Audiometry with interpretation (air conduction or pure tone test).....$ 29.10
Chest X-Ray (Single View).....$ 58.20
Chest X-Ray (Dual View) includes radiologist over-read.....$ 67.90
Coronary Risk II (CBC + Chem. Panel + HDL + LDL).....$ 46.56
Resting EKG.....$ 61.11
Stress EKG (Graded Exercise Test).....$155.20
TB Skin Test.....$ 14.55
Nicotine Test (Cotinine Only) with Quant Levels.....$ 14.99
Per-Cent Body Fat (BMI Method) / Waist Circumference.....$ 14.55
Pulmonary Function Test.....$ 48.50
Normal Vision Screening (Snellen, Far, Near) – Included in physical.....$14.55
Advanced Vision Screening (Ishihara, Depth, Peripheral).....$24.25

Venipuncture.....$11.64

ARC Specialist Pricing

Psychological Screening and Interpretation
(Baseline Exams, Pre-hire exams or fitness for duty evaluations)

- We are pleased to announce the Dr. Michael Lewandowski and Dr. Don Johnson have agreed to a 10% discount on services as reflected below,

Psychological Evaluation / Consultation/ Interview.....$225.00 - $405.00
Psychological Evaluation 1.....$202.50
Psychological Evaluation 2.....$225.00

Cardiology

- We are pleased to announce that Dr. Mock (Westside Cardiology) has agreed to a 10% discount on services, price as reflected below.

- We are pleased to announce that Reno Heart Physicians has provided a very aggressive proposal to serve and assist the State of Nevada. Please see the pricing as listed below.

Thallium Treadmill (SNCA - Reno / Carson).....$1,524.00
Thallium Treadmill (Westside Cardiology - Las Vegas).....$1,371.60
Thallium Treadmill (Reno Heart Physicians - Reno).....$1,305.00

Charge Code Description	CPT Code	SNCA	Westside Cardiology	Reno Heart Physicians
OFFICE VISIT CONSULT LOW	99243	$ 237.60	$ 216.00	$ 214.50
OFFICE VISIT CONSULT MODERATE	99244	$ 330.00	$ 300.00	$ 262.90
OFFICE VISIT CONSULT HIGH	99245	$ 442.20	$ 402.00	$ 328.90
OFFICE VISIT NEW PT COMPREHENSIVE	99204	$ 250.80	$ 228.00	$ 181.50
Established Office Visit low	99213	$ 83.60	$ 76.00	$ 77.00
Established Office Visit Moderate	99214	$ 124.30	$ 113.00	$ 108.90
Established Office Visit High	99215	$ 231.00	$ 210.00	$ 185.90
24 HOUR HOLTER MONITOR TECH AND PROFESSIONAL	93224	$ 495.00	$ 450.00	$ 328.90
24 HOUR HOLTER MONITOR INTERPT	93227	$ 220.00	$ 200.00	$ 137.50
ECG MONITOR 24 HR W/SCAN&RECORDING	93225	$ 275.00	$ 250.00	$ 218.90
TREADMILL STRESS TEST	93015	$ 290.40	$ 264.00	$ 251.90
THALLIUM SINGLE VIEW W/ SUPPLIES	78451	$ 1,240.80	$ 1,128.00	$ 990.00
THALLIUM MULTIPLE VIEW W/SUPPLIES	**78452**	**$ 1,524.00**	**$ 1,371.60**	**$ 1,305.00**
ECHOCARDIOGRAM COMPLETE	93306	$ 521.40	$ 474.00	$ 392.70
CATHETRIZE LEFT HEART	93510	$ 1,122.00	$ 1,020.00	$ 990.00
LEFT VENTRICULAR ANGIOGRAM	93543	$ 231.00	$ 210.00	$ 220.00
IMAGING CARDIAC CATH	93555	$ 118.80	$ 108.00	$ 110.00
INJECT FOR CORONARY XRAY	93545	$ 462.00	$ 420.00	$ 328.90
IMAGING CARDIAC CATH SUPERVISION & INTERP	93556	$ 158.40	$ 144.00	$ 137.50

CATHETRIZE LEFT HEART COMPLETE	93510	$ 2,092.20	$ 1,902.00	$ 1,402.50

Audiologist

Consultation (Southern Nevada / Northern Nevada) .....$200.00 - $300.00

CT scan (if abnormalities found in X-ray)

- We are pleased to announce the Great Basin Imaging has agreed to a contractual 10% discount prices as listed below.

CT Calcium Scoring.....$250.00

CT Chest with Contrast.....$500.00

CT Chest w/o Contrast.....$450.00

Coronary CTA.....$850.00

Echo w/ Rest & CV Stress.....$525.00

Physical assessment screening (Physical Therapy)

Return to Work Examination.....$80.00

Functional Capacity Evaluation (per hour).....$140.00

Musculoskeletal Evaluation.....$90.00

Physical Capacity Evaluation.....$85.00

Summary of Heart and Lung Physical Prices

Below you will find a summary breakdown of the Amended Heart and Lung Physical Costs. These core prices listed below are factored for completion at either an ARC location or Onsite at your location with a 3% discount amendment to the original contractual prices based on a two year extension. The Rural Fee is an additional $90.00 to the cost of the physical is not subject to a 3% discount.

ARC will continue to assess the monthly mobile charge of $4,000.00 over the terms of the contract (this charge is not subject to the 3% discount). The mobile services in this contract will be a very costly project for an ongoing basis.

3% decrease in all fees* charged by ARC Health & Wellness Centers, LLC

3% reduction excludes the following:

1. Monthly Mobile and Rural Examination Charge
2. Cash Pay Services - TB Testing due to not having to have loose change
3. Review of another providers Heart and Lung Physical the $100.00 fee
4. No Call / No Show Fee

Heart and Lung Panel Cost Summary

Panel 1 - Baseline Exam (1st Year) and/or Pre-Hire Exam	$334.12
Panel 1 - Baseline Exam (1st Year) and/or Pre-Hire Exam – **Onsite Rural Examination**	**$424.12**
Panel 3 - General Heart/Lung Exam (Over 5 years of Service)	$365.16
Panel 3 - General Heart/Lung Exam (Over 5 years of Service) – **Onsite Rural Examination**	**$455.16**
Panel 4 - Lung/Hearing Exam	$166.31
Panel 4 - Lung/Hearing Exam – **Onsite Rural Examination**	**$256.31**
Panel 5 - Volunteer Firefighter Exam	$256.52
Panel 5 - Volunteer Firefighter Exam – **Onsite Rural Examination**	**$346.52**

Monthly Mobile Charge of $4,000.00

CASH PAY SERVICES –

All Cash Pay Services will remain at the original contractual rate, for example a TB Test will be $15.00 versus the new discount rate of $14.55. This is for ease of administration by ARC.

Revised Pricing Proposal on 4/26/10 –
Added per the request of the State of Nevada

$100.00 fee will be assessed by ARC to review and provide a medical clearance on Heart and Lung physicals performed by physicians not contracted with the State.

HazMat Cost Proposal

Audiogram	$ 24.25
Benzene (exposure to gasoline)	$ 43.65
Blood Lead ZPP	$ 57.23
ChemPanel + CBC + UA	$ 35.89
Chest X-Ray 2 view	$ 38.80
Chest X-Ray 3 view	$ 48.50
Cholinesterase RBC (Serum)	$ 42.68
EKG (Resting)	$ 38.80
Heavy Metals/24 Hr Urine	$ 78.57
Hep A - 2 shot inoculation series	$ 116.40
Hep B - 3 shot inoculation series	$ 174.60
Hep C Reba test (if positive C from screen)	$ 143.56
Hepatitis B Antibody	$ 19.40
Hepatitis Panel Screen	$ 83.42
PCB Serum	$ 57.23
Physical Exam	$ 48.50
Physician's Statement	$ 14.55
Pulmonary Function Test (Spirometry)	$ 36.86
Respiratory Compliance Letter	$ 9.70
Review of Medical Questionaire/HazMat Form	$ 19.40
Stress EKG test	$ 111.55
Tetanus inoculation	$ 48.50

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Jim Gibbons
Governor

Greg Smith
Administrator

THE NEVADA STATE PURCHASING DIVISION
IS SOLICITING PROPOSALS FOR

Occupational Health Services

REQUEST FOR PROPOSAL NO. 1737

DEADLINE FOR SUBMITTING QUESTIONS: November 3, 2008 @ 5:00 p.m.
DEADLINE FOR SUBMISSION AND OPENING DATE & TIME: December 15, 2007 @ 2:00 p.m.

Project Overview: The State of Nevada Purchasing Division together with the Department of Administration, Risk Management Division, is seeking proposals for the following purpose: Provision of Statewide Occupational Health Services to State of Nevada employees. Primary services include: Annual physical exams for police officers and firefighters (average 3800 per year) - cardiac, pulmonary, audiology consultations/evaluations (average 100 per year) and hepatitis inoculations and screening.

The actual RFP document consists of 66 pages.

A copy of this Request for Proposal (RFP) may be obtained by any of the following methods:

1. Retrieve the document from our Web Page at: http://purchasing.state.nv.us/bidding_opportunities.htm and click on "RFP/RFQ/RFI Opportunities". **You will be responsible for checking the web site for any amendments.**
2. E-Mail us at srvpurch@purchasing.state.nv.us and request a copy of the RFP be forwarded to you. Please include your company name, address, contact name, phone number and fax number. We will automatically send you any amendments or changes to the RFP.
3. Fill out this form and fax it back to us at (775) 684-0188. We will automatically send you any amendments or changes to the RFP.

Company Name: _____ Contact Name: _____

Phone No. _____ Fax No. _____

E-mail Address: _____

Address: _____ City: _____

State: _____ Zip: _____

Preferred method for receiving documents? _____**E-Mail** _____**Fax**

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Jim Gibbons
Governor

Greg Smith
Administrator

Division of Purchasing
Request For Proposal No. 1737
for

OCCUPATIONAL HEALTH SERVICES

Release Date: October 15, 2008

Deadline for Submission and Opening Date and Time: December 15, 2008 @ 2:00 p.m.

For additional information, please contact:
Lyn Callison, Purchasing Officer
(775) 684-0198
(TTY for the Deaf and Hard of Hearing: 1-800-326-6868.
Ask the relay agent to dial 1-775-684-0198/V.)

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

See Page 17, for instructions on submitting proposals.

Contact Information

Company Name _____

Address _____ City _____ State _____ Zip _____

Telephone (___) _____ Fax (___) _____

E-Mail Address: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

Contact Person _____

Print Name & Title _____

Approved 05/07/02
Revised08/06/04

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).

1. OVERVIEW OF PROJECT

The State of Nevada Purchasing Division together with the Department of Administration, Risk Management Division, is seeking proposals for the following purpose: Provision of Statewide Occupational Health Services to State of Nevada employees. Primary services include: Annual physical exams for police officers and firefighters (average 3800 per year) - cardiac, pulmonary, audiology consultations/evaluations (average 100 per year) and hepatitis inoculations and screening. Secondary services include: pre-placement medical exams, physical assessment +2testing, pre-employment psychological screening, psychology and psychiatric consultation, CDL exams, exams (in conjunction with annual physical and independent from annual exams) Haz Mat Exams (in conjunction with annual physical exams or independent from annual physical exams); Respiratory Compliance Exams; Drug and Alcohol Testing; Medical surveillance; Independent Medical Evaluations/Fitness for Duty Exams; blood borne pathogen post exposure services, Job Analyses, and miscellaneous occupational health services as identified during the course of the contract. Secondary services, average fewer than 50 each per year, with the exception of pre-employment psychological screening which is projected at approximately 100 in the north and 100 in the south each fiscal year.

The following agencies will utilize the primary services: Bureau of Enforcement (DMV/PS), Department of Corrections, Nevada Division of Forestry, Nevada Division of Investigation, Division of Parole and Probation, Department of Wildlife, Lakes Crossing, Nevada Highway Patrol, Risk Management Division, Peace Officers Standards and Training, and The Office of The Military. See Attachment J for a list of the different Panel Exams. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this Request; however, they are not required to do so. Purchase of services offered through a resultant contract will be at the sole discretion of the individual entities and cannot be guaranteed by the State Purchasing Division.

The Department of Corrections and Division of Forestry have small rural facilities near Elko, Ely, Jean, Indian Springs, Lovelock, Pioche, Tonopah, Winnemucca, and Wells. Large Prison institutions are located near Ely and in Lovelock, Indian Springs, Jean and Carson City. On site physical exams (with the exception of Carson City) and/or diagnostic testing is preferred at these locations in order to minimize employee overtime and travel costs. See Attachment I for a complete breakdown in the projected physicals. The majority of the physical exams will be Panel 3 Exams.

Other State agencies, that are required to provide occupational health services pursuant to NRS 616, 617 or 618, will also be included in the scope of this contract for utilization of secondary services and Hepatitis screening and inoculations. Other agencies that currently utilize secondary services include the Division of Environmental Protection, the Division of Child and

Family Services, State Parks and the Division of Industrial Relations. The Risk Management Division representative will identify additional agencies and notify the vendors in writing when a decision is made to include them under the scope of the contract services.

The Risk Management Division is responsible to oversee, coordinate and monitor provision of services and agency participation in utilization of services. Each individual agency is responsible to schedule services, establish protocols and optional services, respond to fitness for duty issues, and ensure employee compliance with participation in the services. They are also responsible to pay vendors directly.

First preference is a single statewide contract to handle all services. Second preference is two regional contracts-Northern Nevada/rural areas and Southern Nevada/including Nye and Lincoln counties. Consideration may be given to individual contracts in individual cities or single service contracts, if deemed to be in the best interest of the State. The State of Nevada reserves the right to award several contracts to meet the full scope of services. Vendors are encouraged to coordinate subcontracts, as necessary, to meet the scope of services. If vendors have multiple sites in a specific city it is desired that one site with dedicated personnel be identified for completion of services.

The State Purchasing Division, Services Section, will administer the contract(s) resulting from this Request. The contract(s) will commence May 1, 2009 upon approval by the State Board of Examiners, anticipated to be April 14, 2009, and will expire on April 30, 2013. Cost proposals may be reviewed and evaluated prior to the formal selection process, for the purpose of determining general cost projections for Budget Years FY 2010 through FY 2013. Requested services may vary from projections if budgetary allocations are not available for the full scope of services.

The State does not guarantee any minimum volume of service.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. See NRS §333.020(5)(b).
Division	Department of Education.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
LOI	Letter of Intent - notification of the State's intent to award a contract to a

	vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
May	Indicates something that is not mandatory but permissible.
NAC	Nevada Administrative Code
NRS	Nevada Revised Statutes
NOA	Notice of Award- formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
Shall/Must/Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
State	The State of Nevada and any agency identified herein.
Subcontractor	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
Trade Secret	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

Vendor Organization/individual submitting a proposal in response to this RFP.

3. SCOPE OF WORK

3.1 Services

3.1.1 Estimated number of services per year (may vary up to 15% in any one year).

- Attachment I

3.1.2 Physical Exams- Must be performed by a physician. A Nurse Practitioner (ARNP) or Physicians Assistant (PA) is not considered a physician under this contract. Administration of annual physical exams for police/firemen must be in accordance with NRS 617.455, 457 and NAC 617.010 – 617.100. The purpose of these exams is:

3.1.2.1 Early identification of pre-disposing health conditions/factors that contribute to the development of heart or lung disease and hearing loss.

3.1.2.2 Provision of medical instructions to employees to assist in the correction of identified pre-disposing health conditions/factors and actions needed to prevent the development of these diseases.

3.1.2.3 Establishment of legal documentation to either support or contest workers' compensation claims for these diseases.

3.1.2.4 Communicate the presence of significant medical conditions identified during the exam that would affect an employee's fitness for duty.

3.1.2.5 Pre-hire medical analysis for The Department of Corrections employees and other agencies upon request.

3.1.3 Components of Exams: The basic standard components included in the physical exams are identified in Section 3.1.4. and must be provided in minor variations identified as one (1) of four (4) separate Panel Exams listed in Attachment J. These exams will be identified and requested by each agency for each individual employee based on length of service, and individual agency policy. When abnormalities are detected during the exam that are potentially indicative of the presence of heart disease, lung disease, cancer in firefighters or hearing loss, the physical exam must be carried through until a diagnosis is confirmed or ruled out. Employees must be referred to their own personal physician for follow-up of all other pre-disposing health conditions that lead to heart disease, lung disease or hearing loss or other identified health conditions.

3.1.4 Standard Components of Physical Exams:

- State of Nevada "Medical History Form" (Panels 1, 3, 5). Attachment G.

- Heart and Lung Physical Exam Form Attachment H.
- Audiometry with interpretation-identify air conduction or pure tone test (Panels 1-5).
- Blood Pressure Monitoring (Panels 1, 3, 5).
- Chest X-Ray (1 view for Panels 1, 4, 5) radiologist over-read. (2 View for Panel 3) radiologist over-read.
- Coronary Risk II (CBC + Chem Panel + HDL + LDL) (Panels 1, 3, 5).
- Per-Cent Body Fat (BMI Method) and Waist Circumference (") (Panels 1-5).
- Pulmonary Function Test (Spirometry) (Panels 1 – 5).
- Resting EKG (Panels 1, 3, 5).
- Stress EKG- Standard Bruce Protocol (Panel 3 or as otherwise determined by physician when employee presents with medical condition or other test results during the completion of a Panel 1 exam indicating that this test may be needed to evaluate health/medical status or fitness for duty).
- T B Skin Test (Panel 1, 3, 5) one-step. Two step for baseline exams and converters. Exception: Department of Corrections conducts their own TB tests except for pre-placement exams. Pre-placement NDOC exams require a two-step test.
- Urinalysis (Panels 1, 3, 5).
- Heart and Lung Physical Exam.
- Lung Exam (Panel 4) Department of Corrections only.
- Vision screening (Panels 1, 3, 5).
- State of Nevada "Report of Results" (Panels 1 – 5) Attachment G.

3.1.5 Stress EKG Tests: Must be performed by a physician or technician appropriately certified by the American College of Sports Medicine or other certification authority. Formal certification can be waived if the physician or technician tasked to perform these tests can demonstrate an equivalent clinical experience.

3.1.5.1 If a technician performs the stress EKG tests, a physician or other appropriate emergency personnel must be on call and available within two minutes when such exams are administered and physician over -read must occur when abnormalities are identified prior to cardiology referral.

3.1.5.2 A defibrillator or other appropriate emergency equipment must be available within one minute.

3.1.5.3 **A (Standard Bruce Protocol) must be utilized, unless otherwise agreed to by the physician, agency representative and Risk Management representative. A baseline of 10.1 Mets at Stage 3 must be achieved to consistently evaluate the employee's cardiovascular status. It has been determined that the peak physical demands of a police officer or fireman's job duties require between 14 to 16 Mets for effective performance. Employees should be encouraged to achieve maximum/safe Met level, not just stop when the 10.1 has been achieved.**

3.1.6 Cardiology/pulmonology/audiology consultations; additional diagnostic testing
When abnormalities are found in the EKG exams, chest X-rays, pulmonary function tests or hearing tests, the vendor must make a referral to and schedule an appointment with an appropriate specialist **within ten (10) working days** of the initial physical exam. The employer is responsible to provide diagnostic testing to rule out or confirm the presence of heart or lung disease. The vendor must identify and list the cost of each type of additional diagnostic test that may be utilized in confirming or ruling out these diseases, the related consultation/evaluation fee and identify the specialists that will be utilized.

When a diagnosis of heart or lung disease is identified or if occupational related hearing loss is identified, the vendor must ensure that an Employee's Report of Injury (C-4) Form is completed within three (3) days of the diagnosis and forwarded to the State's workers' compensation third party administrator, the agency and the Risk Management office, unless the employee documents that he/she chooses not to submit a claim.

3.1.7 Pre-Placement Exams – These will generally be Panel 1 exams or Panel 3 exams (as designated by the requesting agency) and will be coordinated at the request of the individual agency. These exams must be performed in relation to the potential employee's ability to perform **all** job duties as outlined in each individual job description. Pre-placement exams must include both the State of Nevada "Medical History Form" and a general health history form supplied by the vendor to review all body systems related to the performance of the specific job.

3.1.8 Optional Components of Physical Exam:
The following listed services may be requested in conjunction with the annual physical exams or as a specific separate service.

- Hepatitis/HIV Screening-as requested by agency and agreed to by employee.
- Hepatitis A inoculations-as requested by agency and agreed to by employee.
- Hepatitis B inoculations (and boosters) Baseline exams and as requested by agency and agreed to by employee.
- HazMat Exams/medical surveillance-as requested by agency.
- Respirator Clearance Exams-as requested by agency.
- Psychological Screening and Interpretation (Baseline Exams, Pre-hire exams or fitness for duty evaluations).
- CDL Exams –as requested by agency.
- Alcohol/Drug Testing with Medical Officer review-as requested by agency.
- Graded Exercise Tests – as requested by agency.
- Blood Lead.
- CT Scan (if abnormalities found in X-ray).
- Physical assessment screening.
- Hemoglobin A1C – when diabetes has been documented from prior exams, or as recommended by physician and approved by agency.
- Other miscellaneous services as identified by an individual agency

3.1.9 Pre-Hire Psychological Screening and Interpretation for police/correctional officer employees. As requested by an individual agency based on need and budgetary allocations. The vendor should provide information on the type, scope and availability of these services. Currently the following agencies utilize this service- Department of Corrections, Division of Public Safety, and POST. Other agencies may also be included in the future.

3.1.10 Medical Surveillance/Follow-up Physician Review. This will occur upon request of an agency and in conjunction with established procedures. This is intended to allow for follow-up on significant medical conditions identified during the exam which affect fitness for duty issues, and correction of significant pre-disposing health conditions. **The vendor's physician must instruct the employee to return appropriate documentation from their personal physician within a specified period of time for review and concurrence for release to full duty (or) coordinate with the Health Program Specialist with the Risk Management Physician.** If applicable, the vendor's physician must resolve any unclear issues directly with the employee's physician.

3.1.11 Bloodborne Pathogen – Post exposure treatment/counseling/preventive care as required by OSHA 1910.1030.

3.1.12 Independent Medical Exams/Fitness for Duty Exams – Upon Request. This type of exam is often initiated to determine an employee's fitness for duty related to non-occupational condition or potential workplace violence situations. These exams will often require a referral to a psychologist or psychiatrist for completion of the exam. The vendor must secure an appointment with an appropriate physician within five (5) working days of receipt of a request. The documentation provided to the agency representative must clearly communicate work status recommendations. A verbal report must be provided to the agency representative immediately following the initial evaluation. Subsequent referrals to a specialist (generally psychologist or psychiatrist) must be scheduled and completed within five (5) working days. The vendor must limit the number of psychologists and psychiatrists utilized for referral to not more than three of each specialty, who have documented and verifiable experience and expertise in dealing with occupational situations and who will provide specific recommendations in regard to fitness for duty.

3.1.13 Job Analyses – The vendor must provide the services of an occupational therapist or other specialist who can perform on-site job evaluations to establish objective and specific physical work requirements of a specific job position. The service must be provided upon request by an agency.

3.1.14 Other Services – As documented and identified by the Risk Manager or agency liaison.

3.2 Reporting of Exams

3.2.1 The results of the physical exam and all diagnostic tests must be reviewed and explained, **in person, by the physician with each employee**, unless otherwise agreed to by the agency representative and the Risk Management representative. **This process generally requires a two-part exam.** The first part to include blood draws, chest x-rays and other diagnostic tests; the second part to include the physician exam and/or stress test and review of all findings. Exceptions to the two-part exam must be approved by a designated Risk Management Representative.

3.2.2 **The State of Nevada - Report of Results" Form must be completed, reviewed in person with the employee and signed by the physician and employee on the same date**, unless otherwise requested by the agency representative and Risk Management representative. All documentation must be clearly legible. **Physicians must 'order' (not just recommend or advise) the employee to correct pre-disposing conditions, that are within the ability of the employee to correct, that lead to heart or lung disease or hearing loss and clearly document such 'order' (example: employee who is obese shall be referred to a dietician or other specialist).** The physician must provide specific and detailed instructions on the actions that need to occur. The employee must be provided a copy of this form at the time of the exam, a copy must be forwarded to the agency, and Risk Management with all other paperwork related to the exam within ten (10) working days of the completion of the exam, fifteen (15) working days for exams performed on a mobile unit. **Guidelines for examples of expected documentation for actions required to correct pre-disposing health conditions will be provided and revised, as necessary by the Risk Management representative. Refer to Attachment M for current guidelines.** The vendor shall agree to follow the established guidelines. The goal is to ensure consistency statewide in regard to this document. If follow up letters are included as part of the physical exam a standard format consistent with the guideline provided in Attachment M should be utilized. Attachment N is a sample letter that should be used as a guide for expected documentation. Pursuant to NRS 617.455/457 you are ordered to correct the following risk factors shall be documented in every follow up letter, no exceptions.

3.2.3 'Fitness for Duty' issues must be determined with consideration of the 'peak physical demands' of each position.

Police /Correctional Officer: Ability to sprint up to 40 yards; lift or drag an offender short distances; and the ability to perform a full force arrest or physical take down which requires the following: Up to three (3) minutes of full force physical exertion, full mobility of all joints, manual grip strength of 70-90 lbs., ability to sustain striking blows to the head and torso while maintaining physical and mental performance and the ability to lift, push, press and pull 75% of the officer's own body weight. (14-16 METS for up to three (3) minutes).

Firemen: Pack test regulations three (3) to six (6) mile hike over steep, rough terrain while carrying 45 lb. pack for firefighting; carry or drag up to 100 lbs. for up to 100 feet; ability to perform under adverse conditions including 16 hr. shifts

for two (2) to seven (7) days, heat, cold, altitude, smoke, insufficient food, sleep deprivation, noise and fatigue.

Other: As identified within specific job descriptions.

3.2.3.1 **Physicals must be documented "incomplete" and employees identified as 'unfit for duty' if the following occurs:**

- Employee is unable to achieve the 10.1 MET level at Stage 3 on the stress EKG test due to a **medical** condition.
- Employee has a medical condition that prevents him/her from participating in the stress EKG exam or, if other than a Panel 3 exam is performed, would reasonably prevent him from doing so.
- Employee refuses to participate in any of the diagnostic tests without a valid physician's excuse.
- Employee exhibits a medical or health condition, at the time of the exam, that the physician reasonably determines would place the employee at risk of injury or accident; or could compromise the employee's ability to effectively perform the peak physical demands of their position and affect public safety. **This requirement shall be considered in all Panel Exams, not just the Panel 3 Exam (that includes the stress test and measures the employees MET levels capability).** The physician shall have the discretion to recommend the administration of either a stress EKG test or a graded exercise test to clarify medical or fitness for duty issues. The appropriate agency representative, or Risk Management representative must agree to the additional test.

3.2.3.2 **Employees who are identified as 'unfit for duty' must be given work restrictions, unless a life threatening condition is identified. The employee must be ordered to seek the appropriate follow-up care with his or her own private physician unless referred to a cardiologist, pulmonologist or audiologist as noted in Section 3.1.7.** The evaluating physician shall instruct the employee to provide objective documentation within a specific time frame (not to exceed 30 days) to be cleared for full duty. This date must be identified on the "Report of Results" Form. If the employee does not report back to the evaluating physician within the agreed upon time frame, the evaluating physician shall notify the appropriate agency contact and Risk Management, within five (5) days of the deadline. The evaluating physician must provide documentation for the employee to present to the agency that identifies work level status.

- Typical Work Restrictions for Police Officers: Administrative duties only, no arrests or pursuits.
- Typical Work Restrictions for Correctional Officers: No physical altercations, no running or pursuits.

- Typical Work Restrictions for Firemen: No fire fighting or emergency response-light to medium work only.

3.2.3.3 **'Not Physically Fit'** - Status – Employees who are unable to achieve 10.1 METS on a stress EKG exam or a graded exercise test due to de-conditioning issues - **not medical factors** must be identified on the State of Nevada "Report of Results as 'Not Physically Fit' in lieu of 'Unfit for Duty'. **This exam must be identified as incomplete,** until such time as the employee can reschedule and achieve 10.1 METS so that the cardiovascular status in relation to peak physical demands can be determined. The evaluating physician must provide documentation for the employee to present to the agency that indentifies work level status.

- Typical Work Restrictions for Police Officers: Administrative duties only, no arrests or pursuits.
- Typical Work Restrictions for Correctional Officers: No physical altercations, no running or pursuits.
- Typical Work Restrictions for Firemen: No fire fighting or emergency response-light to medium work only.

3.2.3.4 **Exceptions:** Employees who are under the care of a personal physician (generally cardiac, pulmonary or oncology) for a condition that could place them at risk of injury during a stress EKG exam or other diagnostic test, shall have the option to present an appropriate release and justification, from their personal physician, to the vendor's physician to allow the specific diagnostic test and possibly the general work status recommendation to be performed by their own physician. However, when the release and justification is received from the employee, the vendor is responsible to obtain and review the results of the diagnostic tests performed and reporting developed and provide a statement in regard to fitness for duty based on the results of the testing performed by the employee's personal physician. The vendor must immediately notify the appropriate agency representative when an employee presents them with such documentation.

3.3 Agency Reports/Time Frames/Penalties

3.3.1 'Unfit for Duty' Status or "Not Physically Fit for Duty" - A verbal report, followed by a fax copy of the "Report of Results", shall be provided to both the agency contact and the Risk Management Office **within 24 hours** of the determination. **The penalty for non-compliance shall be $100 deducted from the cost of the exam, unless prior approval has been received from Risk Management or the agency.**

3.3.2 State of Nevada 'Report of Results' and 'Medical History' Forms, and copies of all diagnostic tests and results from cardiac, pulmonary and/or audiology consults shall be forwarded to the appropriate agency contact and Risk Management not later than ten (10) working days from the date of the exam and follow-up

consultations, fifteen (15) working days if the exam was performed on a mobile unit. These two State reports, and any summary reports from specialists, **must** be forwarded to the designated agency representative in one envelope and all diagnostic tests and other medical information must be forwarded in a sealed packet with documentation **"Confidential**-Only to be accessed in the event that a workers' compensation claim is filed". **The penalty for non-compliance shall be $100 deducted from cost of the exam.**

3.3.3 If reporting is not forwarded to the agency and Risk Management within **thirty - (30) calendar days** of the exam. **The penalty for non-compliance shall be $200 deducted from the cost of the exam.**

3.3.4 If the documentation identified in sections 3.2.3.1 - 3.2.3.3 is not completed, critical areas of the forms are not properly completed, and/or appropriate employee/evaluating physician signatures not obtained, **the penalty for non-compliance shall be $100 deducted from the exam.** The evaluating physician is responsible to correct and/or obtain the necessary documentation. The corrected/completed forms shall be forwarded to the appropriate agency contact and Risk Management not later then five (5) working days **from the date of request for clarification. The penalty for non-compliance shall be $50 deducted from the exam.**

3.3.5 'No Show' Penalty: The contractor shall have the discretion to bill an agency up to $100 for each scheduled appointment with a physician that the employee does not attend, without giving a 48-hour notification of cancellation (excluding emergencies, unavoidable work-related circumstances or miscommunications in scheduling.) The vendor must notify the agency immediately of a no-show for which a penalty will be accessed. This will not apply to pre-employment or pre-placement exams.

3.3.6 Copies of any and all records requested by the Risk Management Division must be made available within ten (10) working days of the request.

3.4 Customer Service Liaison

The vendor shall assign not more than two (2) representatives to act as liaisons with agency representatives and Risk Management to coordinate services, scheduling and billing and to resolve problems or concerns as they arise. Vendors with locations in the North and South shall assign a liaison in the North and one in the South. The designated liaison(s) must be familiar with the contract requirements **and not be assigned to a position that is subject to excessive turnover.** This person or their designee will be expected to perform quality control review of each physical exam to ensure compliance with all reporting requirements. The vendor must identify the customer service liaison(s) and provide a resume' with the original bid. Changes in the assigned liaison must be communicated to the Risk Management representative within **ten (10) days** of the change.

3.5 Billing

The contractor shall provide a monthly invoice to each individual agency-broken down by individual employee, Panel number of exam and a list of the components administered within each exam - by the 15th day of the next month, unless a different option is requested by an individual agency through written documentation.

3.6 **Record Keeping/Reports**

The vendor shall create and maintain a database to include the following components and must create and provide summary and statistical reports within ten (10) working days of the request.

3.6.1 A listing of all exams administered per agency, broken down into specific Panels and other services not affiliated with a Panel exam.

3.6.2 Pre Predisposing health factors identified per exam.

3.6.3 Work status results of each exam (Fit for Duty, Unfit for Duty-Medical, Not Physically Fit.)

3.6.4 Referrals made for cardiac, pulmonology and audiology consults.

3.6.5 Monthly costs per agency, per type of service.

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

4.1.1 Company ownership (sole proprietor, partnership, etc).

4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.

4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.

4.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.

4.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not

afforded to bidders or vendors who are residents in the state of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.

4.1.5 Number of employees both locally and nationally.

4.1.6 Location(s) from which employees will be assigned.

4.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.

4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

4.1.9 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.

4.1.10 Has the vendor ever been engaged under contract by any State of Nevada agency?
[ ] Yes [ ] No If "Yes," specify when, for what duties, and for which agency.

4.1.11 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?
[ ] Yes [ ] No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

4.1.12 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

4.1.13 ***Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.***

4.1.13.1 Dun and Bradstreet number

4.1.13.2 Federal Tax Identification Number

4.1.13.3 The last two - (2) years and current year interim:
Profit and Loss Statement
Balance Statement

4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

4.2.1 Client name;

4.2.2 Project description;

4.2.3 Project dates (starting and ending);

4.2.4 Staff assigned to reference engagement that will be designated for work per this RFP;

4.2.5 Client project manager name, telephone number, fax number and e-mail address.

4.3 SUBCONTRACTOR INFORMATION

4.3.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Unknown _____

If "Yes", vendor must:

4.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

4.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.

4.3.1.3 References as specified above must be provided for any proposed subcontractors.

4.3.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State's request, the State will be notified of such payments.

4.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.

4.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

5. COST

Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: "Cost Proposal in Response to RFP No. 1737", please refer to the Submittal Instructions for further instruction.

5.1 Vendors must provide detailed fixed price costs per service identified in Section 3. The services must include a detailed list of additional diagnostic tests and consultation service fees related to specialist referrals. In addition, vendors please provide a fixed price cost for TB blood draw.

5.2 Alternate costs for on-site services must be identified and submitted, if applicable. It is preferred that any costs associated with travel or technician/physician fees or other administrative costs associated with the provision of on-site services be identified in a fixed rate fee per visit and identified as 'Rural area fee'.

5.3 A s separate fee schedule summarizing the total cost per Standard Panel Exam referred to in Section 3.1.4 identified in Attachment J must be provided.

5.4 Alternate proposals for payment of services may be submitted and will be given due consideration.

6. PAYMENT

6.1 Payment for the contracted service will be within 30 - 45 days upon receipt of invoice and the using agency's approval.

Payment tied to an hourly rate or on an "as needed basis".
The State generally pays for services billed on a monthly basis, upon receipt of an invoice and using agency approval.

Vendors may propose an alternative payment option; alternative payment options must be listed on Attachment B of the RFP. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein. The State does not issue payment prior to receipt of goods or services.

7. SUBMITTAL INSTRUCTIONS

7.1 In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Purchasing Division, Attn: Lyn Callison, Purchasing Officer, e-mailed to srvpurch@purchasing.state.nv.us The deadline for submitting questions is November 3, 2008, at 5:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about November 12, 2008. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

7.2 RFP Timeline

TASK	*DATE/TIME*
Deadline for submitting questions	November 3, 2008 @ 5:00p.m.
Answers to all questions submitted available on or about	November 12, 2008
Deadline for submittal of Reference Questionnaires	December 14, 2008 @ 5:00 p.m.
Deadline for submission and opening of proposals	**December 15, 2008 @ 2:00 p.m.**
Evaluation period	December 15 – January 15
Selection of vendor	On or about January 15, 2008

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

7.3 Proposal submission requirements:

7.3.1 Vendors shall submit their response in three (3) parts as designated below:

Part I: Technical Proposal

One (1) original marked "MASTER"
Seven (7) identical copies
One (1) identical copy on CD (**Note**: CD must be labeled accordingly and in a case.)

THE TECHNICAL PROPOSAL MUST INCLUDE A SEPARATE TAB/SECTION LABELED "**STATE DOCUMENTS**" WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

Technical Proposal must not include cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Technical Proposal in Response to RFP No. 1737"

Part II: Cost Proposal:

One (1) original marked "MASTER"
Seven (7) identical copies
One (1) identical copy on CD (**Note**: CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Cost Proposal in Response to RFP No. 1737"

Part III: Confidential Information:

One (1) original marked "MASTER"
One (1) identical copy

Note: Confidential information should only contain the information identified in section 4.1.13, and will not be distributed to the evaluation committee members. Confidential information will be used in the analysis of financial stability and litigation history, of which the findings will be reported to the evaluation committee.

Information relating to vendor's technical response that is included in the confidential information submittal **will not** be included in the evaluation process unless conformance with NRS section 333.333 is demonstrated in writing, the material is clearly and specifically noted for use by the evaluation committee and the appropriate number of copies provided.

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

"Confidential Information in Response to RFP No. 1737"

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1737
PROPOSAL OPENING DATE: December 15, 2008 @ 2:00 p.m.
FOR: Occupational Health Services

7.3.2 **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, December 15, 2008.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

7.3.3 **Proposal shall be submitted to**:

State of Nevada, Purchasing Division
Lyn Callison, Services Purchasing
515 E. Musser Street, Suite 300
Carson City, NV 89701

7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.

7.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.

7.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one copy to be used as the master.

7.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.

7.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions

and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.

7.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

7.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.

7.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.

7.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 2003 via e-mail, diskette, or on the State Purchasing Division's website in PDF or Word format at http://purchasing.state.nv.us. When requesting an RFP via e-mail or diskette, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on CD, the vendor will be responsible for providing a blank CD; unless vendors provide a Federal Express, DHL, etc. account number and appropriate return materials, the CD will be returned by first class U.S. mail.

7.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in ***an easily distinguishable font*** immediately following the applicable question.

7.14 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).*** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

7.15 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be **received** no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the

requirements.

7.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.

7.17 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

8. PROPOSAL EVALUATION AND AWARD PROCESS

8.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:

- Expertise and availability of key personnel
- Demonstrated competence
- Experience in performance of comparable engagements
- Statewide Capability
- On-Site Capability
- Reasonableness of cost
- Conformance with the terms of this RFP
- Other Factors Deemed Relevant to Determining Best Value for the State

Note: Financial stability will be scored on a pass/fail basis

Proposals shall be kept confidential until a contract is awarded.

8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)

8.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.

8.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors

shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

8.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

9. TERMS, CONDITIONS AND EXCEPTIONS

9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.

9.2 In accordance with Nevada Revised Statute 333.336, if a vendor submitting a proposal in response to this solicitation is a resident of another state, and with respect to contracts awarded by that state, applies to vendors who are residents of that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Purchasing Division shall, insofar as is practicable, increase the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.

9.3 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.

9.4 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

9.5 The State reserves the right to waive informalities and minor irregularities in proposals received.

9.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).

9.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).

9.8 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.

9.9 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents renders a proposal non-responsive.

9.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

9.11 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

9.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.

9.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).

9.14 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.

9.15 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

9.16 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

9.17 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

9.18 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential Information, Trade Secrets and/or Proprietary Information shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

9.19 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

9.20 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

9.21 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the below-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

9.22 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and

whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

9.23 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.

9.24 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.

9.25 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

9.26 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

9.27 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.

9.28 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

9.29 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.

9.30 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

9.31 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

10. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I: **Completed**

1. Required number of Technical proposals (per Submittal Instructions) _____

2. **Required Forms to be submitted with technical proposal under section/tab labeled "State Documents";** _____

    a. Page 1 of the RFP completed _____

    b. All Amendments completed and signed _____

    c. Primary Vendor Attachments A & B signed _____

    d. Subcontractor Attachment A & B signed (if applicable) _____

    e. Primary Vendor Information provided _____

    f. Subcontractor Information provided (if applicable) _____

    g. Certificate of Insurance _____

    h. (other) _____ _____

Part II:

1. Required number of Cost proposals (per Submittal Instructions) _____

2. (other) _____ _____

Part III:

1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) _____

2. Financial Information _____

REMINDERS:

1. Send out Reference forms for Primary Vendor (with Part A completed) _____

2. Send out Reference forms for Subcontractors (with Part A completed) (if applicable) _____

Attachment A
CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION
PRIMARY VENDOR

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked "**confidential**."

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 "ACRONYMS/DEFINITIONS."

YES_____

NO_____

SIGNATURE _____ _____
Primary Vendor Date

PRINT NAME _____
Primary Vendor

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment A
CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION
SUBCONTRACTOR

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked "**confidential**."

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 "ACRONYMS/DEFINITIONS."

YES_____

NO_____

SIGNATURE _____ _____
Subcontractor Date

PRINT NAME _____
Subcontractor

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment B
CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
PRIMARY VENDOR

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____ _____
Primary Vendor Date

PRINT NAME _____
Primary Vendor

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment B
CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
SUBCONTRACTOR

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO _____ Exceptions below:

SIGNATURE _____ _____
Subcontractor Date

PRINT NAME _____
Subcontractor

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment C

CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal responses.

All vendors are required to submit a Certificate of Insurance in the "State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in paragraph 16 and Attachment BB of the attached contract.

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.

For Purchasing Use Only:
RFP/CONTRACT #

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective from _____ subject to Board of Examiners' approval (anticipated to be _____) to _____, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until ____ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: STATE SOLICITATION OR RFP #_____ and AMENDMENT(S) #___;
ATTACHMENT BB: INSURANCE SCHEDULE; AND
ATTACHMENT CC: CONTRACTOR'S RESPONSE

A Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost of $ _____ per _____ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: _____, not to exceed $ _____. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later

than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars ($100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars ($125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		Contractor's Initials	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____

4. Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada? _____ _____

5. Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)? _____ _____

6. Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform? _____ _____

7. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State? _____ _____

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and

2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in Attachment BB, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract;

Whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

b. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.

c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars ($50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:

f. Approved Insurer: Each insurance policy shall be:

1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The state project/contract number; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the State Contracting Agency identified on page one of the contract.

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85) , signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a above.
3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the

State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless

an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date	Independent's Contractor's Title	
Signature	Date	Title	
Signature	Date	Title	
Signature	Date	Title	

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General

On _____
(Date)

Form Approved 05/08/02
Revised 11/07

ATTACHMENT BB
INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:
Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:
Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**
Workers' Compensation Statutory
Employers' Liability
Each Accident $100,000
Disease – Each Employee $100,000
Disease – Policy Limit $500,000
a. Policy shall contain a waiver of subrogation against the State of Nevada.
b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. **Professional Liability (Errors and Omissions Liability)**
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.
Each Claim $5,000,000
Annual Aggregate $5,000,000
a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada, Department (Division) of _____ is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State agency Representative's Name & Address).**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Agency Representative's Name and Address)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date	Independent's Contractor's Title	
Signature- State of Nevada	Date	Title	

Attachment BB Page 1 of 2

RMIns rev 03/08

Attachment D

REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Purchasing Division by the requested deadline for inclusion in the evaluation process. The business reference may be contacted for validation of the response.

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Room 300
Carson City, NV 89701

Jim Gibbons
Governor

Greg Smith
Administrator

RFP # 1737 REFERENCE QUESTIONNAIRE
FOR: Occupational Health Services

Part A: _____
(Name of company requesting reference)

☐ As Primary Vendor
☐ As Subcontractor of _____
Name of Primary Vendor

Part B:
This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the State of Nevada, Purchasing Division, via e-mail at srvpurch@purchasing.state.nv.us or facsimile at (775) 684-0188, no later than **December 14, 2008 @ 5:00 p.m.**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the State of Nevada Purchasing Division, Services Procurement Section by telephone at (775) 684-0170 or by e-mail at srvpurch@purchasing.state.nv.us. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?
COMMENTS:

10. Would you recommend this vendor's services to your organization again?
COMMENTS:

Attachment E

SAMPLE SCORE SHEET

STATE OF NEVADA, PURCHASING DIVISION
RFP 1737

Occupational Health Services

Proposal Opening Date: December 15, 2008

VENDOR NAME:_____

Evaluator Initials:_____

Item	Evaluation Criteria	Weight	Score (1-10)	Revised Score (1-10)	Reason of Revision
1.	Expertise and Availability of Key Personnel				
2.	Demonstrated Competence				
3.	Experience in Performance of Comparable Engagement				
4.	Statewide Capability				
5.	On-Site Capability				
6.	Reasonableness of Cost				
7.	Conformance with the Terms of the RFP				
8.	Other Factors Deemed Relevant to Determining Best Value for the State				
	Total				

After reading vendor proposals, assign a score for each criterion above between 1 and 10, with 1=Poor and 10=Excellent. The Revised Score column should be left blank until the scheduled evaluation meeting.

Below is a brief description of the issues related to each factor.

1. Expertise and availability of key personnel. Is the staff that will be assigned to this project by the vendor the best qualified to complete the tasks? Will they be available to insure completion of the project? Will they be available for follow-up issues? Is sufficient staff assigned to handle these duties? Is there a Nevada office or contact person? Will assigned staff respond to issues within a reasonable amount of time?

2. Demonstrated competence. Did the vendor provide sufficient data to convince you that it will do a good job for the State? Was the proof compelling? Are you confident that this vendor has the knowledge, skills and abilities to perform all its tasks well? Will the vendor's resources be adequate to serve the State's needs? Does the vendor suggest new ways to enhance performance? Does the vendor have the flexible capacity to handle all the needs of the State as they continue to change? Did the vendor present sufficient performance history to convince you of its ability? Has the vendor been in business long enough to provide good stability? Has the vendor experienced ownership changes that would impact its services? Has there been any censure or litigation history?

3. Experience in performance of comparable engagements. Does the vendor have prior experience that will ensure all the skills necessary to perform tasks well? Did the vendor have success in other work for a private or governmental entity? Does the vendor's previous work convince you of its successful completion of these duties? Has the vendor provided adequate references?

4. Statewide Capability. Did the vendor provide a detailed listing service locations? Do the locations meet the State of Nevada's needs? Does the vendor offer an easy plan for the coordination of services in rural areas?

5. On-Site Capability. Has the vendor shown the ability to perform all requested services in all proposed locations?

6. Reasonableness of cost. Has the vendor established a cost that is reasonable for the project? Is the State of Nevada receiving good value for its dollars? Does the fee appear cost-effective? Are the costs reasonable compared to the competition? Will there be any additional costs or other ongoing expenses?

7. Conformance with the terms of this RFP. Did the vendor's proposal provide all the necessary information requested in the RFP in a professional manner? Did the proposal cause doubt regarding its ability to complete the necessary tasks? Was the proposal easy to understand and did it provide answers to questions, or create more questions?

8. Other factors deemed relevant to determine best value for the state. Did the vendor include any points that would make their proposal a better value to the state? Is something important missing from their proposal that in an important factor to the service the state is requesting?

Attachment F

State of Nevada
Heart and Lung Physical Examination

NAME_____ **AGENCY**_____ **DATE**_____

Height (in)_____ **Weight (lbs)**_____ **BMI**_____ **Sex: Male Female**

Temp_____ **Pulse**_____ **Resp**___ **(BP Sitting)**_____

Visual Acuity: O.D._____ **O.S.**_____ **O.U.**_____**Corrected? Yes No**

		RESULT		DESCRIPTION
EYES	Fundi	NL	ABN	
EARS	TM's	NL	ABN	
NECK	Thyroid	NL	ABN	
	Carotids	NL	ABN	
	Bruits	NL	ABN	
HEART	Rhythm	Reg	Irreg	
	Murmurs	Yes	No	
	S3 or S4	Yes	No	
LUNGS	Rales	Yes	No	
	Ronchi	Yes	No	
	Wheezes	Yes	No	
EXTREMITIES	Pulses	NL	ABN	
	Clubbing	Yes	No	
	Edema	Yes	No	
	Cyanosis	Yes	No	

Attachment G

STATE OF NEVADA
FIREMEN AND POLICE MEDICAL HISTORY FORM

NAME_____DOB_____AGE____SEX_____

AGENCY JOB CLASSIFICATION

If the answer to any of the questions is"Yes" please explain in the space provided on the reverse side.

1. Have you or any of your immediate family (father, mother, sisters or brother) ever had any of the following:

RELATIONSHIP

____Yes_____No Allergies (asthma, hay fever, bronchitis, skin rash, eczema)_____
____Yes_____No Eye Trouble (other than corrective vision)
_____
____Yes_____No Blood pressure trouble
_____
____Yes_____No Heart trouble
_____
____Yes_____No Diabetes _____
____Yes_____No Stroke _____
____Yes_____No Gout _____
____Yes_____No Tuberculosis _____
____Yes_____No Rheumatic Fever _____
____Yes_____No Cancer _____

2.___Yes____No Have you ever had trouble with your heart or been told that you had trouble with your heart?

3.___Yes___No Have you ever been treated for high blood pressure or been told that your blood pressure was not normal?

4.___Yes____No In the past five years, have you ever been hospitalized overnight for any reason?

5.___Yes____No In the past twelve month, have you seen a doctor for anything other than routine checkups?

6.___Yes____No In the past twelve months have you sought any psychological therapy or counseling?

7.___Yes____No Have you ever been treated for or told that you have a disease of the lungs?

8.___Yes____No Have you experienced prolonged shortness of breath?

9.___Yes____No Do you have a persistent cough or long episodes of coughing?

10.___Yes___No Have you ever felt sensation of smothering or inability to breath?

FIREMEN AND POLICE MEDICAL HISTORY FORM Page 2

Name_____

11.____Yes___No Have you ever experienced heat exhaustion or heat stroke?

12.____Yes___No Have you ever had or been told you had a ruptured eardrum?

13.____Yes___No Do you have or have you ever been told that you have defective hearing?

14.____Yes___No Have you ever had a problem with dizziness, seizures, or fainting spells?

15.____Yes___No Have you ever had a head injury, spinal injury, or surgery?

16.____Yes___No Are you currently taking any prescription medications? If yes , List_____

17.____Yes___No Do you smoke? If yes, how many cigarettes/cigars per day?_____
If no, and you a former smoker, what date did you last smoke?_____

. ____Yes___No Do you use any "smokeless" tobacco products such as snuff or chew?

18.____Yes___No Do any members of your immediate family smoke?

19.____Yes___No Do you drink alcoholic beverages? If yes, how many per day?__Avg. per week?____

20.____Yes___No Do you drink coffee? If yes, how many cups do you usually drink per day?_____

21.____Yes___No Do you consider yourself overweight?

22.____Yes___No Describe any seasonal or routine sports or physical exercise that you routinely participate in._____

THE ANSWERS TO THE ABOVE QUESTIONS ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

SIGNATURE_____ DATE_____

Attachment H

STATE OF NEVADA POLICE - FIREFIGHTER PHYSICAL EXAM PHYSICIAN REPORT OF RESULTS

Employee Name: Agency: Panel: Date: Job Classification: Location:

Screening Test	Normal	Abnormal/Explain
Blood Pressure		
Chest X-ray		
BMI____ Waist Circum(")_____		
Lipid/Blood Chem. Panel Chol_____ HDL_____ LDL_____ TG_____		
Blood Glucose		
Audiogram		
Pulmonary Function		
Resting EKG		
Stress EKG-MET Level_____		
T.B. Skin Test		Place read 48-72HRS@ _____*location* Not Placed
Urine Nicotine		

Predisposing Risk Factors Identified

None FamilyHx Heart Disease *(father/brother before 55 or mother/sister before 65)* **Smoker Diabetes Obesity Age (M>45 F>55) HTN HDL<40 LDL**

Trig Physically Deconditioned Prior CAD or Stroke

Guidelines for treatment of obesity & elevated lipids follow National Institute of Health & National Heart, Lung and Blood Institute recommendations: www.nhlbi.nih.gov

YOU ARE ORDERED TO TAKE THE FOLLOWING ACTON(s) TO CORRECT PREDISPOSING RISK FACTORS

_____ Follow up with your primary doctor to _____ Adopt a heart healthy diet/ex. program to help improve lipid profile

discuss treatment options _____ Stop the use of all tobacco products _____ Control your diabetes ***(HgbA1C <7)*** _____ Control your blood pressure ***(<140/90)*** _____ Lose _____lbs. to bring your BMI/waist circum. to within normal limits _____ Lower your LDL to ≤ _____

Fit For Duty _____ Not Fit For Duty-Medical Condition _____ Not Fit For Duty-Physical Condition _____ Cleared medically for respiratory fit testing _____ Work Restrictions:

Comments:

Pursuant to NRS § 617.455-457, Sub. 6. Failure to correct predisposing conditions which lead to heart or lung disease when so ordered in writing by the examining physician subsequent to annual examinations excludes the employee from benefits of this section if the correction is within the ability of the employee. I have read the above noted NRS and have discussed any predisposing condition(s) with the evaluating physician. I fully understand that it is my responsibility to correct these conditions as directed by the evaluating physician.

Employee Signature: Date: Physician Signature: Date:

Physicals preformed on police/fireman by health care providers for the State of Nevada are for the exclusive purpose of satisfying the statutory requirements of NRS § 617.455-457 for heart and lung diseases and hearing loss evaluation. These physical examinations do not constitute a complete health physical. Employees continue to be responsible for making arrangements with private health care providers and take whatever action may be necessary to detect and prevent other diseases.

REV :10/04, 9/07

Attachment I

PROJECTED HEART/LUNG PHYSICALS FOR YEARS 2010 – 2013 **
Actual numbers may vary

Nevada Department of Corrections

North	= 800
South	= 1150
Rural	= 700

Nevada Division of Investigations

North	= 38
South	= 21

Parole and Probation

North	= 105
South	= 145

Dept. of Motor Vehicles

North	= 14
South	= 18
Rural	= 1

Lakes Crossing

North	= 74

State Fire Marshal

North	= 10
South	= 3
Rural	= 3

Nevada Division of Forestry

North	= 39
South	= 43
Rural	= 58
Volunteers (per year) –mostly rural north	=109

Nevada Department of Wildlife

North	= 13
South	= 16
Rural	= 10

Nevada Highway Patrol

North	= 162
South	= 247

Rural = 78

Office of the Military

North = 8

University of Nevada Reno/ Truckee Meadows Community College

North = 30

	Total	**3895**
	North	1293
	South	1643
Rural	959	

Attachment J

PHYSICAL EXAMS

Panel 1 - Baseline Exam(1st Year) and/or Pre-Hire Exam

State of Nevada Medical History Form
**Job Specific Medical History Form (to be determined by vendor for pre-hire exams only)
Audiometry with interpretation (identify air conduction or pure tone test)
Blood Pressure Monitoring
Chest X-Ray (1 View)
Coronary Risk II (CBC + Chem Panel + HDL + LDL)
Heart and Lung Physical Exam
Resting EKG
**** Stress EKG (If 2 or more risk factors for heart disease identified)**
****EBT Heart Scan (only if employee worked previously as a police/correctional officer or fireman)**
Pulmonary Function Test (Spirometry)
TB Skin Test
Urinalysis
Nicotine Test with Quant Levels
Per-Cent Body Fat (BMI Method)/Waist Circumference
Vision Screening
State of Nevada Physician's Report of Results Form
Written Report to Agency and Employee (required)
Note: Written report must document rationale in regard to whether or not a Stress EKG test or EBT heart scan was administered and document whether or not the employee worked for another police/fire or correctional jurisdiction)
Hepatitis ABC Antibody Screening
Hepatitis B Inoculation Series, if indicated-Vendor must provide employee with a card identifying status and dates of inoculations

Panel 3 - General Heart/Lung Exam (Over 5 years of Service)

State of Nevada Medical History Form
Heart and Lung Physical Exam
Audiometry with interpretation (identify air conduction or pure tone test)
Blood Pressure Monitoring
Chest X-Ray (2 View)-radiologist over-read
Coronary Risk II (CBC + Chem Panel + HDL + LDL)
*A1C – If employee has documented Type 1 Diabetes from their prior exam
Per-Cent Body Fat (BMI Method)
Stress EKG
Pulmonary Function Test (Spirometry)
TB Skin Test (Exception: Department of Corrections employees do not receive)
Urinalysis
Nicotine Test with Quant Levels
State of Nevada Physician's Report of Results Form

Vision Screening
Written Report to Agency and Employee (optional)
Other Tests to confirm or rule out heart or lung disease if indicated-Vendor to list additional tests and related cost
**CDL or HAZ MAT Exams ** (Optional Service)
**Work Capacity Readiness Form-Division of Forestry only (form to be provided)

Panel 4 - Lung/Hearing Exam -Department of Corrections only- 3rd year of Service Only
State of Nevada Medical History Form
Audiometry with interpretation (identify air conduction or pure tone test)
Chest X-Ray (1 View)
Pulmonary Function Test (Spirometry)
Lung Exam (Physical)
State of Nevada Physician Report of Results Form

Panel 5 - Volunteer Firefighter Exam - (Baseline-Every Even-Numbered year)
State of Nevada Medical History Form
Heart and Lung Physical Exam
Audiometry with interpretation (identify air conduction or pure tone test)
Blood Pressure Monitoring
Resting EKG
Chest X-Ray (1 View)
Coronary Risk II (CBC + Chem Panel + HDL + LDL)
Pulmonary Function Test (Spirometry)
Per-Cent Body Fat (BMI Method)/Waist Circumference
Urinalysis
Nicotine Test with Quant Levels
TB Skin Test
Vision Screening
State of Nevada Physician's Report of Results Form
Written Report to Agency and Employee (optional)
Hepatitis B Inoculation Series (First year only, if indicated)

**Some Exams may require a CDL Exam or a HAZMAT exam –the individual agencies are responsible to identify which exams need to have these additional exams performed.
Vendors must identify the cost of these additional services when performed in conjunction with these annual exams and list the cost for these exams if they are performed independent from these annual physical exams.

Attachment K

RISK FACTOR LEVELS FOR VARIOUS CONDITIONS – PER THE AMERICAN HEART ASSOCIATION (AHA) AND NATIONAL HEART LUNG AND BLOOD INSTITUTE (NHLBI)

BLOOD PRESSURE LEVELS

CATEGORY	SYSTOLIC		DIASTOLIC
Prehypertension	120-139	or	80-89
Stage 1 Hypertension	140-159	or	90-99
Stage 2 Hypertension	Over 160	or	Over 100

140/90 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER

CHOLESTEROL LEVELS
VARIOUS LEVELS INDICATE WHEN TO ORDER TO CORRECT/LOWER

Total Cholesterol Levels

Total Cholesterol Level	Category
Less than 200 mg/dl	Desirable
200 – 239 mg/dl	Borderline High
240 mc/dl and above	High

Total Cholesterol Levels:
200 – 239 MUST BE ORDERED TO CORRECT/LOWER WHEN LOW-DENISTY LIPOPROTEIN (LDL), HIGH-DENSITY LIPOPROTEIN (HDL) OR TRIGLYCERIDES ARE NOT AT DESIRABLE LEVELS.

240 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER.

LDL Levels

LDL Cholesterol Level	Category
Less than 100 mg/dl	Optimal

100 – 129 mg/dl	Near optimal
130 – 159 mg/dl	Borderline High
160 – 189 mg/dl	High
190 mg/dl and above	Very High

LDL Levels:
100 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER WHEN THERE IS CHD OR CHD RISK EQUIVALENTS AND/OR DIABETES

130 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER IF 2 OR MORE RISK FACTORS PRESENT

160 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER WHEN THERE IS ZERO TO 1 RISK FACTOR PRESENT

Triglycerides Levels

Triglycerides Level	Category
Less than 150 mg/dl	Normal
150 – 199 mg/dl	Borderline High
200 – 499 mg/dl	High
500 mg/dl and above	Very High

Triglycerides Levels:
150 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER WHEN THERE IS ELEVATED LDL, LOW HDL AND/OR OTHER RISK FACTORS PRESENT

HDL Levels

HDL Levels	Category
Over 40	Men
Over 50	Women

HDL Levels:
LESS THAN 40 IN MEN MUST BE ORDERED TO CORRECT/RAISE

LESS THAN 50 IN WOMEN MUST BE ORDERED TO CORRECT/RAISE

FASTING BLOOD GLUCOSE

Fasting Blood Glucose	Category
70 – 99 mg/dl	Normal fasting glucose
100 – 125 mg/dl	Impaired fasting glucose (prediabetes)
126 mg/dl and above	Diabetes

Fasting Blood Glucose Levels:
100 AND HIGHER MUST BE ORDERED TO CORRECT/LOWER

DIABETES – A1C, BLOOD PRESSURE, LDL, HDL AND TRIGLYCERIDES LEVELS PER THE AMERICAN DIABETES ASSOCIATION (ADA) AND AMERICAN COLLEGE OF ENDOCRINOLOGY (ACE)

Values	ADA	ACE
A1C	Less than 7%	Less than 6.5%
Before Meals	90 – 130 mg/dl	Less than 110 mg/dl
1-2 hours After Meals	Less than 180 mg/dl	Less than 140 mg/dl
Blood Pressure	Less than 130/88 mmHg	Less than 130/85 mmHg
LDL Cholesterol	Less than 100 mg/dl	Less than 100 mg/dl
Triglycerides	Less than 150 mg/dl	Less than 150 mg/dl
HDL Cholesterol	Greater than 40 mg/dl	Greater than 45 mg/dl

BODY MASS INDEX (BMI) AND WAIST CIRCUMFERENCE LEVELS

BMI	
18.5 – 24.9	Normal Weight
25.0 – 29.9	Overweight
30.0 – 39.9	Obese
40.0 and above	Extreme Obesity

Waist Circumference	
Men	40 inches and higher
Women	35 inches and higher

FOR MEN:
BMI OF 25 – 29 THE EMPLOYEE MUST BE ORDERED TO LOSE WEIGHT TO BRING THEIR BMI DOWN TO A NORMAL WEIGHT. IF THE BMI IS ELEVATED DUE TO MUSCLE MASS THAT MUST BE IDENTIFIED.

BMI OF 30 AND HIGHER AND WAIST CIRCUMFERENCE OF 40 AND HIGHER WILL BE IDENTIFIED AS BEING OBESE AND MUST BE ORDERED TO LOSE WEIGHT AND SEEK MEDICAL ATTENTION FROM THE PERSONAL HEALTH CARE PROVIDER

FOR WOMEN:

BMI OF 25 – 29 THE EMPLOYEE MUST BE ORDERED TO LOSE WEIGHT TO BRING THEIR BMI DOWN TO A NORMAL WEIGHT. IF THE BMI IS ELEVATED DUE TO MUSCLE MASS THAT MUST BE IDENTIFIED.

BMI OF 30 AND HIGHER AND WAIST CIRCUMFERENCE OF 35 AND HIGHER WILL BE IDENTIFIED AS BEING OBESE AND MUST BE ORDERED TO LOSE WEIGHT AND SEEK MEDICAL ATTENTION FROM THE PERSONAL HEALTH CARE PROVIDER

AHA/NHLBI RECOMMENDS THAT THE METABOLIC SYNDROME BE IDENTIFIED AS PRESENCE OF THREE OF MORE OF THESE COMPONENTS:

Risk Factor	Defining Level
Elevated Waist Circumference	Men – Equal to or greater than 40 Inches
Elevated Waist Circumference	Women – Equal to or greater than 35 inches
Elevated Triglycerides	Equal to or greater than 150 mg/dl
Reduced HDL	Men – Less than 40 mg/dl
Reduced HDL	Women – Less than 50 mg/dl
Elevated Blood Pressure	Equal to or greater than 130/85 mm Hg
Elevated Fasting Blood Glucose	Equal to or greater than 100 mg/dl

IF AN EMPLOYEE IS IDENTIFIED WITH THREE OF MORE OF THE ABOVE COMPONENTS IT MUST BE DOCUMENTED THAT THEY ARE AT RISK FOR METABOLIC SYNDROME AND THEY MUST BE ORDERED TO SEEK APPROPRIATE TREATMENT THROUGH THEIR PERSONAL HEALTH CARE PROVIDER.

NICOTINE LEVELS

A COMBINED TOTAL OF URINE NICOTINE AND COTININE CONCENTRATIONS GREATER THAN 200 NG/ML INDICATES ACTIVE USE OF A NICOTINE CONTAINING PRODUCT (TOBACCO OR SMOKING CESSATION PRODUCT).

AN EMPLOYEE WITH A POSITIVE NICOTINE AND COTININE LEVEL OF OVER 200 NG/ML MUST BE ORDERED TO STOP THE USE OF ALL TOBACCO PRODUCTS EVEN IF THEY ARE USING SMOKING CESSATION PRODUCTS. IF THEY ARE USING SMOKING CESSATION PRODUCTS THEY MUST BE ORDERED TO BE OFF ALL NICOTINE PRODUCTS BY THEIR NEXT PHYSICAL.

URINE CONCENTRATIONS LESS THAN 200 NG/ML COULD BE CONSISTENT WITH PASSIVE EXPOSURE TO TOBACCO SMOKE.

AN EMPLOYEE WITH A POSITIVE NICOTINE AND COTININE LEVEL OF LESS THAN 200 NG/ML AND HAVE ANSWERED YES TO SMOKING OR USING SMOKING CESSATION PRODUCTS MUST BE ORDERED TO STOP THE USE OF ALL TOBACCO PRODUCTS. IF THEY ARE USING SMOKING CESSATION PRODUCTS THEY MUST BE ORDERED TO BE OFF ALL NICOTINE PRODUCTS BY THEIR NEXT PHYSICAL.

Attachment L

September 30, 2008

John Doe
NDOC – ESP

Dear Officer Doe,

This letter is a summary of your recently completed annual physical for the State of Nevada, Department of Corrections. You were referred for a Panel 3 evaluation, which was completed on September 11, 2008. This letter is a summary of the test results that were discussed at your physical.

Your medical history questionnaire was reviewed with you at the time of the evaluation. You reported a positive family history of elevated blood pressure in your father and diabetes in your mother. You also report a personal history of elevated blood pressure.

You had a normal resting EKG and a negative TB test. Your chest x-ray, audiogram, and pulmonary function were all normal.

The result of your laboratory tests indicated that your blood glucose is elevated at 130. Your total cholesterol was normal at 170, your LDL was elevated at 152, your HDL was low at 35, and your triglycerides were elevated at 237. Your combined risk factors suggest that you currently have or are "at risk" for developing metabolic syndrome.

Your height was measured at 5'7" and you were found to have a weight of 200 pounds with a BMI of 32 and waist circumference of 41, which is considered obese. You are ordered to see your personal health care provider or alternate professional to initiate a supervised weight loss program.

Your Hepatitis C antibody titer was negative. Your blood work showed that you are immune to Hepatitis B. Your urine nicotine test was positive. You reported that you continue to smoke one pack of cigarettes per day and have done so for the past 25 years. You are ordered to quit smoking.

You were able to achieve 12.9 METS on the treadmill, which is above the minimum required by the State of Nevada.

In summary you have completed all of the required elements of your annual heart and lung physical exam. However, pursuant to NRS 617.455/457, I order you to lower your LDL to below 100, raise your HDL to above 40, and lower your triglycerides to below 150. You are ordered to lose 15 pounds by your next physical exam and reduce your waist circumference by a minimum of 2 inches by your next physical exam. You are ordered to stop the use of all tobacco products.

Officer Doe
September 30, 2008
Page 2

You are ordered to seek appropriate treatment through your personal health care provider to discuss treatment options for the above conditions.

You may contact Risk Management, Health Program Specialist, Mandy Payette, at 687-3194 for additional assistance. If you would like an individualized risk factor assessment, you may contact the State of Nevada Health and Wellness coordinator, Josh Wilson, at 775-323-1656, extension 21.

Failure to correct predisposing conditions that lead to heart or lung disease may exclude you from benefits under NRS 617.455.457.

Sincerely,

Attachment M

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____ Date:_____

(Signature of Official Authorized to Sign Application)

For: _____

Name of Independent Contractor

_____

Title of Project

"

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment N

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension

Attachment O

CERTIFICATION REGARDING DESTRUCTION OF ALL PERSONAL INFORMATION

The undersigned certifies that at the end of the Data Linkage Project all Data used in this report may not be used for any other purpose besides the analysis and creation of the requirements set forth by this proposal. All original and copies of the data provided to the contractor or subcontractor must be destroyed upon completion of this project.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Any Data used in this report may not be used for any other purpose besides the analysis and creation of the requirements set forth by this proposal. All original and copies of the data provided to the contractor or subcontractor must be destroyed upon completion of this project.

By: _____ _____

(Signature of Official Authorized to Sign Application) Date:

For: _____

Name of Independent Contractor

_____

Title of Project

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Jim Gibbons
Governor

Greg Smith
Administrator

SUBJECT: Amendment No. 1 to Request for Proposal No. 1737

DATE OF AMENDMENT: November 14, 2008

DATE OF RFP RELEASE: October 15, 2008

DATE AND TIME OF OPENING: December 15, 2008 @ 2:00 p.m.

AGENCY CONTACT: Lyn Callison, Purchasing Officer

The following shall be a part of RFP No. 1737 for ***Occupational Health Services.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

---

1. Would you consider an online medical evaluation process for your separate OSHA respiratory compliance requirement? Our process covers only the respiratory compliance portion but can be used anywhere, anytime and includes a medical evaluation certificate and administrative tracking. Because of this flexibility and convenience, our clients normally realize substantial savings in fees and virtually no lost time.

   Yes, this would be considered

2. Will we be provided with State of Nevada "Medical History Forms" and all other forms required by the state? i.e. Attachment G

   Yes.

3. How do we go about putting a subcontractor on the proposal?

   Refer to RFP Section 4.3 and Attachments A & B.

4. What is the breakdown on the components in the Pre-Placement Exams Panel 1-3?

   See RFP Attachment J.

5. Are we still able to submit a proposal even though we have not been in business longer than 6 months?

Yes, as long as your company meets all RFP requirements.

6. We do not have a Dun and Bradstreet number either will we need to get one to submit the bid?

   The company should follow the requirements listed in RFP Sections 4.1.13.2 and 4.1.13.3.

7. As part of the Technical Proposal it is asking for "State Documents" are there more documents to submit the bid or is it everything I gather plus the actual RFP.

   Please refer to RFP Section 10.

8. Is there someone I can call if I have questions regarding the steps being taken during the process of putting together the RFP?

   The contact information for RFP 1737 is listed in the RFP document.

9. Page 8, 3.1.8 could you please provide more clarification of the Graded Exercise Test and Physical Assessment Screening.

   These are optional components to assist in fitness for duty situations. There is a low volume of test requested.

10. What does the State Consider to be Rural in this specific RFP?

    Elko, Ely, Winnemucca, Lovelock, Indian Springs, Tonopah

11. Can we have the exact physical location of every agency that will using our services?

    Elko, Lovelock, Ely, Indian Springs, Carson City, Reno, Las Vegas.

12. Do you have an acceptable time and or radius for transporting agency employees to and from clinic locations?

    20 miles – ½ hour drive time. Exceptions for remote rural locations.

13. What are the specific medical facilities within each correctional facility?

    No applicable. Vendors may not use these facilities.

14. Can you share how many people per facility will be utilizing our services?

    Refer to RFP Attachment I

15. Can you share any historical data on how much other state entities piggy back on the services you are asking for?

This information is not available.

16. How many occupational medical visits per year are there from these specific agencies?

See the answer to question 16.

17. **Page 39 Attachment BB # 3** Please clarify the Malpractice Coverage? (Is standard $1 Million / $3 Million, acceptable?) By Errors and Ommissions Liability coverage do you mean malpractice coverage?

Insurance issues may be addressed at the time of contract negotiations.

18. **Page 34 # 12** Will the State extend to contractor the same limited liability as they have for themselves?

Please see the answer to question 17.

19. **Page 34 # 14** Will the State indemnify the contractor as you are requesting contractor to indemnify the State?

Please see the answer to question 17.

20. **Page 33 # 10B** Please further clarify the situation under 10B if the State or Federal Sources is not appropriated or is withdrawn, limited or impaired?

If for some reason funds are not available the State has the option to terminate the contract with 30 days written notice.

21. **Page 16 # 5.2** Do you need the detailed information behind the costs associated with determining the "rural fee" or is a rural area fee per test sufficient?

Rural fee per test is sufficient.

22. **On-Site Services** We assume that North means Reno/Sparks/Carson City Area. South means Las Vegas/Henderson Area. Is this correct?

The North would also include Elko, Ely, Winnemucca, and Lovelock. The South would also include Indian Springs and Tonopah.

23. Please identify the relevant Towns and Cities in the North, South and Rural?

See the answer to question 10.

24. Is the On-Site Services confined to Rural only or do North and South get On-Site Services too? What is the frequency of On-Site visits to rural locations?

Currently the on-site services are in Ely, Lovelock, Elko and Indian Springs. The frequency of on-site visits to the rural locations is monthly.

25. Is the State working with rural MD's currently for this contract?

No.

26. Is this RFP decided in whole or in part by the Public Employees Benefit Plan Board?

No.

27. RFP Language Change – Add 3.2.2. to RFP Section 3.3.4.

> If the documentation identified in sections ***3.2.2 and*** 3.2.3.1 - 3.2.3.3 is not completed, critical areas of the forms are not properly completed, and/or appropriate employee/evaluating physician signatures not obtained, **the penalty for non-compliance shall be $100 deducted from the exam.** The evaluating physician is responsible to correct and/or obtain the necessary documentation. The corrected/completed forms shall be forwarded to the appropriate agency contact and Risk Management not later than five (5) working days **from the date of request for clarification. The penalty for non-compliance shall be $50 deducted from the exam.**

ALL ELSE REMAINS THE SAME.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR _____

AUTHORIZED SIGNATURE _____

TITLE _____ DATE _____

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

ATTACHMENT BB

INSURANCE SCHEDULE

ATTACHMENT BB
INSURANCE SCHEDULE

INDEMNIFICATION CLAUSE:
Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

INSURANCE REQUIREMENTS:
Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**
Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.
b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. **Professional Liability (Errors and Omissions Liability)**
The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	$1,000,000
Annual Aggregate	$3,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
b. The State of Nevada reserves the right to review the Insurance limits to determine adequate coverage.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the State of Nevada, Department of Administration is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State agency Representative's Name & Address).**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State Agency Representative's Name and Address).** The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

[signature]	2-5-09	Executive Vice Pres./Dean	
Independent Contractor's Signature	Date	Independent's Contractor's Title	
[signature]	2-5-09	Pres./CEO	
Independent Contractor's Signature	Date	Independent's Contractor's Title	
[signature]	2-9-09	Administrator	
Signature- State of Nevada	Date	Title	

RMIns rev 03/08

STATE OF NEVADA
OCCUPATIONAL HEALTH SERVICES
REQUEST FOR PROPOSAL NO. 1737

SUBMITTED BY:

ARC HEALTH & WELLNESS CENTERS, LLC

AND

SPECIALTY HEALTH, MCO, Inc.

DECEMBER 15, 2008

INTRODUCTION

ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc. are pleased to submit this Request for Proposal to provide Statewide Occupational Health Services to the State of Nevada employees through a **single statewide contract.** We understand the seriousness of the current economic climate in the State of Nevada. ***This proposal is competitive, comprehensive and provides value added services beyond what the State of Nevada is currently receiving.***

ARC Health and Wellness Centers, LLC ***("ARC") is a newly formed company which recently completed a management buyout of ARC MedCenters, a leading Occupational Health Provider in Northern Nevada.*** The principals of ARC include the former senior managers of ARC MedCenters as well as two prominent physicians experienced in occupational medicine. ARC currently provides high quality, occupational health services to nearly 2,000 employers in Northern Nevada including the City of Reno, City of Sparks, NV Energy, and REMSA. ***ARC performs the heart and lung physicals for the City of Reno and City of Sparks.***

ARC has also established a state-wide network panel that coordinates the scheduling, collection and reporting of all drug testing for NV Energy. During the past six years, ARC has been a preferred primary provider of Employers Insurance Group (Formerly EICON).

Specialty Health, MCO, Inc. ("SpecialtyHealth") ***is a URAC Certified Utilization Review Company licensed in 12 states including Nevada.*** The core of the UR process applies principles of evidenced based medicine to a requested procedure. SpecialtyHealth provides utilization review and case management for group health and workers' compensation claims identified by diagnosis, severity and complexity of the injury or illness. It is a specialist driven model which eliminates layers of inefficiencies with the utilization review process. The goal is to ensure the best possible quality of care to members through the use of evidenced based medicine while significantly reducing healthcare costs for our clients.

SpecialtyHealth provides medical risk management and wellness and prevention in a number of areas including: group health musculoskeletal disease management and prevention; workers' compensation injury management; cardiac risk assessment, wellness and prevention.

SpecialtyHealth has been the leader in providing cardiac risk assessment, wellness and prevention for the State of Nevada Public Employee Benefit Plan (PEBP), Public Agency Compensation Trust (PACT), and Nevada Systems of Higher Education (NSHE) among several other public and private entities. SpecialtyHealth utilizes "evidenced based standards" to assess the cardiovascular risk of sworn officers in compliance with NRS 617 and the general public.

SpecialtyHealth has set up specialized "exclusive provider organizations"; EPO networks to direct patients to the most appropriate level of care by utilizing a combination of networks to provide the most effective care. The network includes; statewide MCO, statewide musculoskeletal EPO, statewide Cardiac Wellness and prevention network, and a National Panel of experts called our "Super Specialist Panel".

SpecialtyHealth has developed an advanced computer database risk assessment tool to assess cardiovascular risk based on: ATP III, Framingham 10 year risks calculator, and metabolic syndrome for the early detection of Cardiovascular Disease (CVD). CVD risk is accurately evaluated and monitored over time (years) to detect medical risks and compliance in risk reduction.

ARC and SpecialtyHealth understand the project as outlined in the Request for Proposal and, if selected, look forward to working with the individual agencies. We are confident in our ability to develop a close working relationship with each agency resulting in the efficient scheduling of services, establishment of protocols and optional services as outlined, responding to fitness for duty issues and the compliance of the various agencies' employees participation in the services.

SCOPE OF WORK

3.1 SERVICES

3.1.1 Estimated Number of Services. We acknowledge the estimated number of services per year and the possibility of a 15% variance in services in any given year as outlined in Attachment I.

3.1.2 Physical Exams. The physical exams will only be performed by ARC's board certified physicians. The administration of the annual physical exams for the police and firefighters will be in accordance with NRS 617.455 and NAC 617.010 – 617.100. We acknowledge the purpose of the exams as identified in Sections 3.1.2.1 – 3.1.2.5 on page 6 of the Request for Proposal.

3.1.3 Components of Exams. We have carefully reviewed the basic standard components included in the physical exams identified in Section 3.1.4 and understand the minor variations of the four separate Panel Exams listed in Attachment J. **As requested, in the event abnormalities are detected during the exam that are potentially indicative of the presence of heart disease, lung disease, cancer in firefighters or hearing loss, the physical exam will be carried through until a diagnosis is confirmed or ruled out. We also understand that employees must be referred to their own personal physician for follow-up of all other pre-disposing health conditions that lead to heart disease, lung disease or hearing loss or other identified health conditions.**

In conjunction with ARC, SpecialtyHealth will provide an option to the State for each sworn officer with an individualized CVD risk assessment based on ATP III, Framingham 10 year risk calculation, and metabolic syndrome. Each officer's initial and annual physical will be assessed for CVD risk factors, with instructions both verbally and in written format; outlining the individuals CVD risks with

options and alternatives to correct identified risks. Risks will be monitored from the annual physical for compliance in correcting identified risks.

3.1.4 Standard Components of Physical Exams.

Panel 1 - Baseline Exam (1st Year) and/or Pre-Hire Exam (Attachment J)

State of Nevada Medical History Form

Job Specific Medical History Form (Determined by vendor for pre-hire exams only)

Audiometry with interpretation (air conduction or pure tone test)

Blood Pressure Monitoring

Chest X-Ray (Single View) w/radiologist over-read

Coronary Risk II (CBC + Chem. Panel + HDL + LDL)

Heart and Lung Physical Exam

Resting EKG

* **Stress EKG** ***(If 2 or more risk factors for heart disease identified)***

** **EBT Heart Scan** ***(only if employee worked previously as a police/correctional officer or fireman)***

Pulmonary Function Test (Spirometry)

TB Skin Test – One-step. Two step for baseline exams and converters.

Urinalysis

Nicotine Test with Quant Levels

Per-Cent Body Fat (BMI Method) / Waist Circumference

Vision Screening

State of Nevada Physician's Report of Results Form

Written Report to Agency and Employee

Note: Written report must document rationale in regard to whether or not a Stress EKG test or EBT heart scan was administered and document whether or not the employee worked for another police/fire or correctional jurisdiction)

Hepatitis ABC Antibody Screening

Inoculation Series Option

Hepatitis B Inoculation Series, if indicated-
Vendor must provide employee with a card identifying status and dates of inoculations

Panel 3 - General Heart/Lung Exam (Over 5 years of Service)

State of Nevada Medical History Form

Heart and Lung Physical Exam

Audiometry with interpretation (air conduction or pure tone test)

Blood Pressure Monitoring

Chest X-Ray (Dual View) includes radiologist over-read

Coronary Risk II (CBC + Chem. Panel + HDL + LDL)

Per-Cent Body Fat (BMI Method)

Stress EKG

Pulmonary Function Test (Spirometry)

TB Skin Test (Excludes: Department of Correction's employees)

Urinalysis

Nicotine Test with Quant Levels

State of Nevada Physician's Report of Results Form

Vision Screening

Written Report to Agency and Employee

Work Capacity Readiness Form-Division of Forestry only (form to be provided)

OPTION

A1C – *If employee has documented Type 1 Diabetes from prior exam*

CDL Exam

HAZMAT Exam

Other Tests to confirm or rule out heart or lung disease, if indicated

Panel 4 - Lung/Hearing Exam – **Department of Corrections only- 3rd year of Service Only**

State of Nevada Medical History Form
Audiometry with interpretation (air conduction or pure tone test)
Chest X-Ray (Single View) w/radiology over-read
Pulmonary Function Test (Spirometry)
Lung Exam (Physical)
State of Nevada Physician Report of Results Form

Panel 5 - Volunteer Firefighter Exam – (Baseline-Every Even-Numbered year)

State of Nevada Medical History Form
Heart and Lung Physical Exam
Audiometry with interpretation (air conduction or pure tone test)
Blood Pressure Monitoring
Resting EKG
Chest X-Ray (Single View) w/ radiology over-read
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)
Pulmonary Function Test (Spirometry)
Per-Cent Body Fat (BMI Method) / Waist Circumference
Urinalysis
Nicotine Test with Quant Levels
TB Skin Test
Vision Screening
State of Nevada Physician's Report of Results Form
Written Report to Agency and Employee

OPTION

Hepatitis B Inoculation Series (First year only, if indicated)
CDL Exam
HAZMAT Exam

3.1.5 Stress EKG Tests. All Stress EKG tests will be performed in accordance with Sections 3.1.5.1 – 3.1.5.3.

3.1.6 Cardiology/pulmonology/audiology consultations; additional diagnostic testing. When abnormalities are found in the EKG exams, chest x-rays, pulmonary tests or hearing tests, ARC will make a referral to and schedule an appointment with an appropriate specialist within ten (10) working days of the initial physical exam. ARC will identify and list the cost of each type of additional diagnostic test that may be utilized in confirming or ruling out these diseases, the related consultation/evaluation fee and identify the specialists that will be utilized.

In the event a diagnosis of heart or lung disease is identified or if occupational related hearing loss is identified, ARC will ensure that a C-4 form is completed within three days of the diagnosis and forwarded to the State's workers' compensation administrator, the agency and the Risk Management office unless the employee documents that he/she chooses not to submit a claim.

3.1.7 Pre-Placement Exams. ARC will perform the pre-placement exams in accordance with this Section 3.1.7.

3.1.8 Optional Components of Physical Exam.

The following listed services may be requested in conjunction with the annual physical exams or as a specific separate service, as requested by agency and/or agreed by employee.

Hepatitis / HIV Screening
Hepatitis A inoculations
Hepatitis B inoculations (and boosters) Baseline exams
Hazmat Exams/ Medical Surveillance
Respirator Clearance Exams

Psychological Screening and Interpretation (Baseline Exams, Pre-hire exams or fitness for duty evaluations)
CDL Exams
Drug and Alcohol Testing (Reviewed by Medical Review Officer)
Graded Exercise Tests
Blood Lead
CT Scan (if abnormalities found in X-ray)
Physical assessment screening
Hemoglobin A1C (when diabetes has been documented from prior exams, or as recommended by physician and approved by agency)
Other miscellaneous services identified by an individual agency

Pre-employment and Yearly Physical Examinations will be completed in two phases. Physicals will be conducted at either an ARC location or in an ARC Mobile Clinic at the various designated onsite locations. Appointments for the State employees will be coordinated by the Medical Concierge and the respective contacts at the various agencies. The designated Medical Concierge will be managing the entire process to ensure that the exam is completed with utmost efficiency.

Phase One of the process is the initial visit including those tests and procedures that require evaluation prior to the physical exam, such as: fasting blood tests, the audio exam, pulmonary function test, EKG and other diagnostic services. **The employee will be greeted by an ARC staff member and the testing will commence within 15 minutes of arrival.**

Phase Two of the process includes a comprehensive physical examination and Stress EKG (if appropriate) by the physician. The physician will personally review the test results with the employee and make recommendations regarding future healthcare options.

3.1.9 Pre-Hire Psychological Screening and Interpretation for police/correctional officer employees. These services will be made available to those agencies requesting these services by one or more referring specialists participating in the Specialty Health network. ARC has consulted with the specialist currently conducting these screenings for the State of Nevada and he is willing to continue providing these services in collaboration with ARC and SpecialtyHealth.

3.1.10 Medical Surveillance/Follow-up Physician Review. In the event an agency, in conjunction with established procedures, requests medical surveillance and follow-up physician review on significant medical conditions identified during the exam which affects fitness of duty issues, and correction of significant pre-disposing health conditions, ARC's physicians will instruct the state employee(s) to return appropriate documentation from the employee's personal physician with a specified period of time for review and concurrence for release to full duty or will coordinate with the Health Program Specialist with the Risk Management Physician. ARC's physicians will resolve any unclear issues directly with the employee's physician.

3.1.11 Bloodborne Pathogen – Post exposure treatment/counseling/preventive care. ARC will comply with this section as required by OSHA 1910.1030.

3.1.12 Independent Medical Exams/Fitness for Duty Exams. ARC will conduct the Independent Medical Exams/Fitness for Duty Exams. If required, the ARC physician will refer the employee to a psychologist or psychiatrist on the network panel of SpecialtyHealth for completion of the exam and secure an appointment within five working days of a receipt for request. As stipulated, ARC will limit the number of psychologists and psychiatrists utilized for referrals to not more than three of each specialty who have documented and verifiable experience and expertise in dealing with occupational situations and who will provide specific recommendations in regard to fitness for duty.

3.1.13 Job Analyses. ARC will provide the services of a specialist who is qualified to perform on-site job evaluations to establish objective and specific physical work requirements for a specific job position.

3.1.14 Other Services. ARC will work closely with the Risk Manager or agency liaison to provide any other services requested.

3.2 Reporting of Exams. The results of the physical exam and all diagnostic tests shall be reviewed and explained, in person, by the ARC physician with each employee as stipulated in Section 3.2.1. All reporting shall conform to the stipulations included in Sections 3.2.2 – 3.2.3.4.

3.3 Agency Reports/Time Frames/Penalties. ARC shall meet the requirements stipulated in Sections 3.3.1 – 3.3.6.

3.4 Customer Service Liaison. ARC will designate two Medical Concierges…one for Northern Nevada and one for Southern Nevada…to act as liaisons with agency representatives and Risk Management to coordinate services, scheduling and billing and to resolve any concerns or problems that may arise. **ARC understands the nuances and complexities of administering this type of program and recognizes the enormity of the task.**

The Medical Concierges will be extensively trained by ARC's Medical Director of Occupational Medicine Services and ARC's administrative leadership team in performing quality control reviews of each physical exam to ensure compliance with all reporting and other contract requirements. The Medical Concierges will ensure that the needs of the employees of the State will be met with professionalism, graciousness and efficiency. Furthermore, the Medical Concierge position will be a management position…not a clerical position with ARC.

Each Medical Concierge will be provided a dedicated cell phone by ARC so that the various agencies only have one phone number to call at which point they can immediately reach the ARC Medical Concierge that they are assigned to.

3.5 Billing. The billing arrangement stipulated in this section is acceptable to ARC.

3.6 Record Keeping/Reports. ARC shall create and maintain a database which shall include the components as well as summary and statistical reports as stipulated in Sections 3.6.1 – 3.6.5.

4. COMPANY BACKGROUND AND REFERENCES

4.1 Primary Vendor Information

4.1.1 ARC Health and Wellness Centers, LLC is a Limited Liability Company.

4.1.1.1 ARC Health and Wellness Centers, LLC was formed in the State of Nevada and filed its charter with the Nevada Secretary of State on September 10, 2008 with the charter signed by the Secretary of State on September 11, 2008.

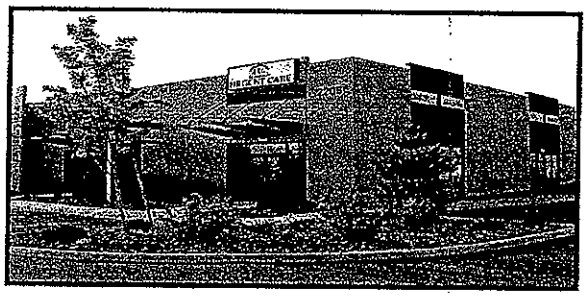
Specialty Health, MCO, Inc. was formed in 1993 in the State of Nevada.

4.1.1.2 ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc. are appropriately licensed by the Department of Taxation and all other local and state government entities.

4.1.2 There are no disclosures to report regarding contract failures, contract breaches, civil or criminal litigation or investigation pending involving ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc.

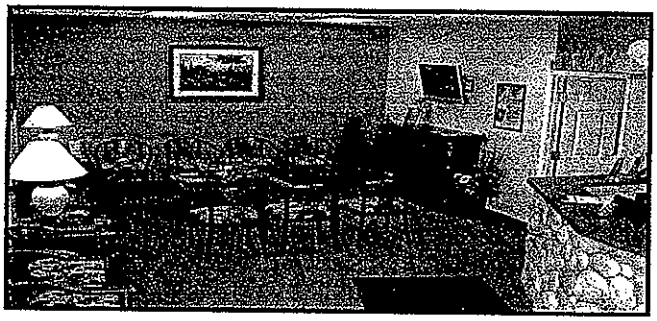
4.1.3 LOCATIONS.

RENO/SPARKS METROPOLITAN AREA



ARC currently has two offices located at 2205 Glendale Avenue and 82 East Glendale Avenue in Sparks, NV. **The office that will be utilized for purposes of this statewide contract is 2205 Glendale Avenue, Suite 131.** This state-of-the-art facility is located near 395 and Glendale Avenue (between Baldini's Sports Casino and Grand Sierra Resort. ARC believes this location is ideal to ensure the convenience and privacy of the employees of the State of Nevada.

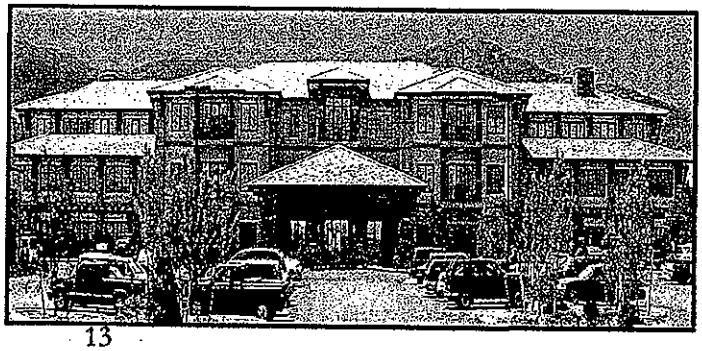
This facility is decorated in warm, inviting colors and includes an electric fireplace and flat panel television set in the waiting room. Custom rock walls and hand carved artwork add to the friendly ambience of this facility.



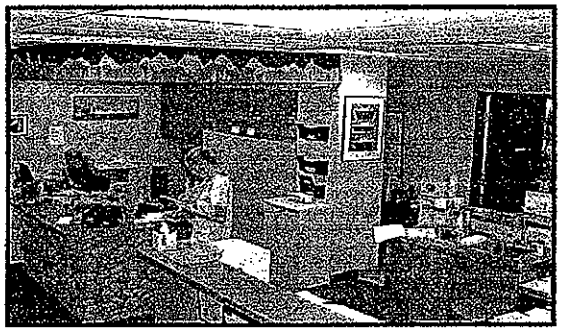
A private entrance and waiting lounge will be designated for use by the State of Nevada employees. This private entrance and waiting lounge will only be shared by the City of Reno's and the City of Spark's police and firemen.

CARSON CITY

The State is offered, as part of this proposal, the option to utilize ARC's on-site mobile testing units in Carson City as with the rural areas or utilize an ARC office to be



located in the Eagle Medical Center at 2874 N. Carson Street, Carson City, NV. Built in



2002, the Eagle Medical Center is an 80,000 square foot medical office building that offers extensive medical services to the residents of Carson City and outlying areas including, but not limited to: diagnostic imaging including two MRI machines, cardiology, laboratory, physical therapy, Internal Medicine, ENT, Family Practice, Orthopedics, Psychological counseling, and many other services.

LAS VEGAS

As with Carson City, the State will be offered the option to utilize ARC's on-site mobile testing in Las Vegas or utilize an ARC office, centrally located for the convenience of the state employees, ***which will be established prior to the commencement of the statewide contract.*** ARC has a number of excellent options available regarding the leasing of office space in the Las Vegas market.

RURAL AREAS

ARC will purchase or lease two mobile medical units to serve the rural areas described in the Request for Proposal. A local bank has already committed the financing of these mobile clinics upon ARC being awarded the state-wide contract.

Two mobile medical clinics will be utilized for the on-site services. One mobile clinic will be designated for the Phase One portion of the physicals conducted by support staff and will include a portable x-ray machine, blood draw/lab station, audiometric testing center (OSHA rated audio booth), Spirometer, a BMI/Vision Testing station, rest room for urine testing and small waiting area.

The second mobile unit will be custom designed for Phase Two of the physicals conducted by an ARC physician and will include an examination room, EKG testing area for Resting and Stress EKGs, a defibrillator, miscellaneous medical equipment and a small waiting room.

These mobile medical clinics will travel to the state designated rural areas once per month.

As indicated above, ARC will provide the State the option of expanding the use of the mobile medical clinics to include Carson City and Las Vegas if it so desires.

4.1.4 Nevada Resident. ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc. are residents of Nevada. Furthermore, all principal owners of ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc. are residents of Nevada as well. Both ARC and SpecialtyHealth are locally owned and operated, which provides ease in maintaining communication and addressing important issues as they arise.

4.1.5 Number of employees. ARC currently employs 12 individuals in the Reno/Sparks geographic area. ARC anticipates hiring an additional 10 employees to service the statewide contract. We will not report on the number of employees with SpecialtyHealth because ARC will be the provider of the services covered in the statewide contract.

4.1.6 Location(s) from which employees will be assigned. ARC anticipates that three employees will be assigned to Carson City; five employees to Las Vegas and two employees to Reno/Sparks.

4.1.7 Point of Contact. ARC's point of contact for the statewide contract shall be:

Paul Granstrom
2205 Glendale Avenue, Suite 131
Sparks, NV 89431
Telephone Number: (775) 846-3413

ARC guarantees a response time to any issues raised by the State within three hours of the message received.

4.1.8 Company Background/History & Qualifications. We believe ARC Health & Wellness Centers, LLC and Specialty Health, MCO, Inc. are uniquely qualified to provide the services described in this RFP.

ARC Health and Wellness Centers, LLC (as a company) was recently formed for the purposes of a senior management and physician buyout of the Occupational Medicine services previously owned and operated by ARC MedCenters, LLC. The business now operated by ARC Health & Wellness Centers initially began in 2002 and steadily grew in the Reno/Sparks market to become a leading provider of Occupational Medicine services.

ARC currently provides high quality, occupational health services to nearly 2,000 employers in Northern Nevada including the City of Reno, City of Sparks, NV Energy, Atlantis Casino, Granite Construction, Sierra Nevada Construction, Manpower, Federal Express, REMSA and numerous other companies. ARC has established a network panel that coordinates the scheduling, collection and reporting of all drug testing throughout the State of Nevada for NV Energy. ARC is contracted with most work comp insurance carriers and during the past six years, ARC has been a preferred primary provider of Employers Insurance Group (Formerly EICON).

Since ARC has the heart and lung physical contracts with the City of Reno and the City of Sparks, our staff is well trained in conducting these physicals. We are pleased to include references from both of these municipalities in this proposal.

Furthermore, both Drs. Gilbert and Romick are former medical directors of Concentra and have an extensive background and experience in occupational medical services including performing heart and lung physicals. In fact, Dr. Gilbert has performed numerous heart and lung physicals for state employees when he was medical director of Concentra.

The principals of ARC Health and Wellness Centers, LLC have extensive backgrounds and experience in healthcare and the provision of occupational medicine services. Section 4.1.12 includes an abbreviated resume on the key principals of ARC.

Specialty Health, MCO, Inc. has partnered with ARC to provide a comprehensive approach to fulfilling the requirement of NRS 617 through combined efforts with Health Lung Physicals; early identification of CVD risks and related diseases; accurate and clear education for the officer at risk and alternatives to correcting identified risk factors. The HLP and identified risk factors are monitored and tracked year after year through SpecialtyHealth's cardiac database specifically designed to address the needs of NRS 617.

SpecialtyHealth, founded in 1993, has placed a major focus on utilization review and case management of musculoskeletal injuries (spine, shoulders, knees, foot and ankle, upper extremity arm pain and injuries, carpel tunnel syndrome, and other musculoskeletal conditions) and Cardiac Wellness and Prevention for law enforcement officers under NRS 617. SpecialtyHealth is a urac Certified Utilization Review Company for workers' compensation, licensed in 12 states including Nevada. The principals of SpecialtyHealth are: E. James Greenwald, M.D., Chairman; Jacqueline C. Cox, BSN, MPA, President / CEO, and Steven G. Atcheson, M.D, Secretary and Treasurer.

SpecialtyHealth has provided peer (physician-directed) review and case management since 1995. The utilization review program is a specialist-driven model which largely eliminates layers of inefficiency with the utilization review process by going directly to a musculoskeletal specialist trained in utilization review.

Over 60,000 physician reviews have been completed in California since the implementation of the new workers compensation regulations and even more in Nevada. The goal of UR is not to deny requests for treatment, but rather to ensure that patients are getting necessary and appropriate medical care along with early identification and prevention of CVD risk.

SpecialtyHealth Resources

The core of Specialty Health's processes is that of applying the principles of evidence-based medicine to the identified problem. A detailed review of the medical records and or physical examination is involved in order to determine if the known indications for the requested procedure have been adequately applied to the particular clinical situation and the risks have been adequately assessed.

Many different clinical guidelines may be applied to a given situation. SpecialtyHealth has access to all of them, and in addition, has written special guidelines which can be used in special situations. The key element, however, is having access to qualified specialists to properly analyze the setting to make sure that certain guidelines are not misapplied. SpecialtyHealth's primary physician reviewers are a) a Board-Certified Orthopedic Surgeon, with over 30 years' experience; b) a Board-Certified Internist and Rheumatologist, also with over 30 years' practice experience, and c) a Board-Certified Sports Medicine physician who is also certified in Family Practice.

SpecialtyHealth also has a unique resource not available anywhere else in the United States; the Super Specialist Panel of Expert Reviewers. This is a panel of more than 40 specialists who are board certified in their specialties, nationally recognized, and highly respected by their peers. These nationally known physicians have published scholarly books and research papers, and taught other physicians and national courses. They can provide additional reviews as part of a 2nd opinion and as part of an appeals process.

As part of SpecialtyHealth's resources; there is a network of credentialed physicians, facilities, ancillary services and pharmacies. This network is composed of two exclusive provider networks (EPO's); one focused on musculoskeletal diseases; the cardiovascular disease and related problems; which are the two major cost centers for most employers.

Our Cardiac Wellness Network is unique in that we have contracted with excellent programs throughout the state to provide a comprehensive approach to the risk evaluation, prevention and

treatment of CVD and related diseases: Three Board Certified Lipidologists provide expertise on complex cases that are determined to be at high risk for CVD.

In combination with an expert panel of physicians, we combine expertise in nutrition, fitness and behavior modification. These programs are offered thru our partner St. Mary's Health Plans and Catholic Healthcare West and other local providers in all areas of the state.

SpecialtyHealth's program is truly "state of the art"; supporting excellent resources and a database application for assessment and monitoring results.

4.1.9 Length of time vendor has been providing services described in this RFP. As indicated previously, the principals of ARC, collectively, have been providing these services to both the private and public sectors for over 50 years. As former medical directors of Concentra, both Drs. Gilbert and Romick have extensive backgrounds and years of experience in providing these services. ARC has been directly providing these services to the private sector since 2002 and to the City of Sparks for over one and one-half years and to the City of Reno for approximately six months.

The experience our providers have gained through conducting pre-employment screenings and annual heart and lung physicals for both these municipalities, as well as through their previous association with the State of Nevada through Concentra, have prepared ARC to offer the highest level of care and proficiency to the outstanding public servants of the State of Nevada.

4.1.10 Has the vendor been engaged under contract by any State of Nevada agency? ARC has not been engaged under contract by a State of Nevada agency. However, SpecialtyHealth has engaged in a few contracts with State of Nevada agencies, such as the State of Nevada Public Employee Benefit Plan (PEBP), Public Agency Compensation Trust (PACT), and Nevada Systems of Higher Education (NSHE) among several other public and private entities.

4.1.11. Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivision or by any other government? Excluding Dr. Gilbert's military appointment and Dr. Romick's association with the Tribal Health Center, the answer is NO.

4.1.12. Resumes for key ARC staff. Listed below are brief summaries of the key principals of ARC Health and Wellness Centers, LLC. The resumes of SpecialtyHealth have not been included but are available upon request.

WARREN GILBERT, MD – Medical Director of Occupational Medicine Services

Dr. Gilbert is board certified in Family Practice and has had training in general surgery and ER Medicine. A graduate of Rush Medical College in Chicago, Dr. Gilbert served as Medical Director/Area Medical Director for Concentra Medical Services for eleven (11) years prior to joining ARC as Medical Director of Occupational Medicine Services.

As a former Medical Director/Area Medical Director for Concentra Medical Services, Dr. Gilbert has extensive experience with performing the heart and lung physicals for the State of Nevada.

Dr. Gilbert is also a Commander with the U.S. Naval/Marine Reserve and served as the commanding officer of the 4th Marine Medical Battalion, H & S Company, 1st Detachment. He has been deployed three times, first in March of 2003 for the war with Iraq, in April of 2004 for the war with Afghanistan and recently for a nine month tour of duty in Iraq.

CHARLES ROMICK, MD – Medical Director

Charles Romick, MD is board certified in Family Practice and has had training in general surgery and ER medicine. A graduate of Creighton University, College of Medicine, Dr. Romick has served as site medical director of Renown Family Care, medical director of Concentra Medical Centers, on the medical staff of the Tribal Health Center, and as a medical director of ARC

MedCenters. Dr. Romick is certified by the United States Department of Justice Drug Enforcement Administration.

Dr. Romick has almost 25 years of clinical experience including extensive experience in Occupational Medicine. He was the former Medical Director of Occupational Medicine at Concentra Occupation Health Center (Reno) from 1998 to 2003. Dr. Romick is a Fellow of the American Academy of Family Physicians, and a Clinical Assistant Professor, Department of Family Practice, University of Nevada School of Medicine.

PAUL GRANSTROM, B.A., Executive Vice President

Paul Granstrom, Executive Vice President of ARC, holds a Bachelor of Arts Degree in Organizational Studies from Bethel University, St. Paul, MN. Mr. Granstrom started his career with Textron Financial, a division of Textron, Inc., a Fortune 100 company, in 1998. Over a six-year period Paul held leadership positions with Textron Financial in both operations and sales.

Paul joined ARC MedCenters as Executive Vice President in 2004. His primary responsibility with ARC included daily operations, business development and the growth and expansion of ARC's Occupational Medicine Program. During his tenure with ARC, Paul extensively grew ARC's book of business in occupational medicine. He was directly responsible for obtaining and coordinating the City of Sparks' and the City of Reno's heart and lung physicals for the respective cities' police and firemen.

WES GRANSTROM, MHA, President and CEO

Wes Granstrom, President and CEO of ARC HEALTH & WELLNESS CENTERS, has over 39 years of healthcare management experience. Mr. Granstrom held executive healthcare positions at Lutheran General Hospital, a 700-bed teaching hospital in Park Ridge, IL; at Christ Hospital, a 1,000-bed teaching hospital in Oak Lawn, IL; and at the Chicago Hospital Association, a hospital association representing over 100 hospitals in the metropolitan Chicago area. Mr. Granstrom holds a Bachelor of Science degree from North Park University, Chicago and a Masters Degree

in Healthcare Administration from The George Washington University, Washington, D.C. Mr. Granstrom has extensive background and experience in owning and operating urgent care, family practice and occupational medicine centers as well as rehab centers.

4.1.13 Financial Information – See Part III

4.2 REFERENCES

City of Reno –

Jon Heinrich (Director of Organizational Effectiveness) - 775-334-2289

(*Scope of Care:* Police and Fire Heart and Lung Annual Physicals)

City of Sparks –

Karen Caterino (Senior Analyst – Benefits Risk Management)- 775-353-2346

(*Scope of Care:* Police and Fire Heart and Lung Annual Physicals / Other Occupational Health Services)

REMSA –

Evan Schwartz (Safety Director) – 691-4706

(*Scope of Care:* Extensive Physicals and Injury Care)

NV Energy –

Tonica Pintar (Sr. Safety Consultant) – 834-7701

(*Scope of Care:* Statewide Drug Testing Program)

Additional references available upon request

4.3 SUBCONTRACTOR INFORMATION. This proposal does not include the use of subcontractors.

5. COST. Please see "Cost Proposal in Response to RFP No. 1737."

6. PAYMENT. The payments terms outlined in this section are acceptable to ARC.

CONCLUSION

Thank you for the opportunity to submit this proposal. ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc. are uniquely qualified to not only meet the requirements specified in Request for Proposal No. 1737, but also to provide value-added services that the State of Nevada is currently not receiving.

Although ARC Health and Wellness Centers is a new company formed for the purpose of a senior management buyout of ARC MedCenters, the principals of ARC Health and Wellness have extensive experience and background in Occupational Medicine. In addition to the fact that ARC currently has the contracts to perform heart and lung physicals for the City of Sparks and the City of Reno, the Medical Director of ARC has extensive experience in performing heart and lung physicals for the State of Nevada because of his former position with Concentra. ARC recognizes that this state-wide contract is complex and requires a high level of administrative coordination and leadership. ARC's leadership team has extensive experience in managing multi-million dollar businesses and contracts.

Because ARC has partnered with SpecialtyHealth, we are able to provide an **option** to the State of Nevada by offering a comprehensive approach to fulfilling the requirement of NRS 617 through combined efforts with Health Lung Physicals; early identification of Cardiovascular Disease risks and related diseases; accurate and clear education for the officer at risk and alternatives to correcting identified risk factors. The Heart and Lung Program and identified risks factors are monitored and tracked year after year through SpecialtyHealth's cardiac database specifically designed to address the needs of NRS 617. This is truly a unique service that ARC and SpecialtyHealth have to offer.

ARC recognizes that the State of Nevada, as well as the nation as a whole, is facing difficult economic times. Therefore ARC has competitively priced the four panels of exams along with other services outlined in this proposal. Coupled with the optional value-added services offered by ARC's partnership with SpecialtyHealth, we believe that the State of Nevada will benefit significantly by awarding ARC and SpecialtyHealth the statewide contract.

In closing, ARC and SpecialtyHealth will focus it's collective efforts not only on high quality care, but also on ***customer service***. We recognize that the process of providing the service is as important as the actual fulfillment of the contractual relationship. Our leadership team will take a personal interest in developing close working relationships, not only with your employees, but also with the liaisons of the various agencies and at the state level. We will be responsive to any concerns that may arise during the normal course of business and will work diligently to resolve these concerns in a gracious, expedient and helpful manner.

If you have any questions, please feel free to contact us at any time.

Thank you.

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Jim Gibbons
Governor

Greg Smith
Administrator

Division of Purchasing
Request For Proposal No. 1737
for

OCCUPATIONAL HEALTH SERVICES

Release Date: October 15, 2008

Deadline for Submission and Opening Date and Time: December 15, 2008 @ 2:00 p.m.

For additional information, please contact:
Lyn Callison, Purchasing Officer
(775) 684-0198
(TTY for the Deaf and Hard of Hearing: 1-800-326-6868.
Ask the relay agent to dial 1-775-684-0198/V.)

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

See Page 17, for instructions on submitting proposals.

Contact Information

Company Name: **ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc.**

Address: **2205 Glendale Ave. Suite # 131** City: **Sparks** State: NV Zip: **89431**

Telephone **(775) 825-0707** Fax **(775) 825-2770**

E-Mail Address: **paul.granstrom@gmail.com**

Prices contained in this proposal are subject to acceptance within **120** calendar days.

Contact Person: **Paul Granstrom**

Print Name & Title: **Paul Granstrom (Executive Vice President)**

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Jim Gibbons
Governor

Greg Smith
Administrator

SUBJECT: Amendment No. 1 to Request for Proposal No. 1737

DATE OF AMENDMENT: November 14, 2008

DATE OF RFP RELEASE: October 15, 2008

DATE AND TIME OF OPENING: December 15, 2008 @ 2:00 p.m.

AGENCY CONTACT: Lyn Callison, Purchasing Officer

The following shall be a part of RFP No. 1737 for ***Occupational Health Services.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

---

1. Would you consider an online medical evaluation process for your separate OSHA respiratory compliance requirement? Our process covers only the respiratory compliance portion but can be used anywhere, anytime and includes a medical evaluation certificate and administrative tracking. Because of this flexibility and convenience, our clients normally realize substantial savings in fees and virtually no lost time.

   Yes, this would be considered

2. Will we be provided with State of Nevada "Medical History Forms" and all other forms required by the state? i.e. Attachment G

   Yes.

3. How do we go about putting a subcontractor on the proposal?

   Refer to RFP Section 4.3 and Attachments A & B.

4. What is the breakdown on the components in the Pre-Placement Exams Panel 1-3?

   See RFP Attachment J.

5. Are we still able to submit a proposal even though we have not been in business longer than 6 months?

Yes, as long as your company meets all RFP requirements.

6. We do not have a Dun and Bradstreet number either will we need to get one to submit the bid?

   The company should follow the requirements listed in RFP Sections 4.1.13.2 and 4.1.13.3.

7. As part of the Technical Proposal it is asking for "State Documents" are there more documents to submit the bid or is it everything I gather plus the actual RFP.

   Please refer to RFP Section 10.

8. Is there someone I can call if I have questions regarding the steps being taken during the process of putting together the RFP?

   The contact information for RFP 1737 is listed in the RFP document.

9. Page 8, 3.1.8 could you please provide more clarification of the Graded Exercise Test and Physical Assessment Screening.

   These are optional components to assist in fitness for duty situations. There is a low volume of test requested.

10. What does the State Consider to be Rural in this specific RFP?

    Elko, Ely, Winnemucca, Lovelock, Indian Springs, Tonopah

11. Can we have the exact physical location of every agency that will using our services?

    Elko, Lovelock, Ely, Indian Springs, Carson City, Reno, Las Vegas.

12. Do you have an acceptable time and or radius for transporting agency employees to and from clinic locations?

    20 miles – ½ hour drive time. Exceptions for remote rural locations.

13. What are the specific medical facilities within each correctional facility?

    No applicable. Vendors may not use these facilities.

14. Can you share how many people per facility will be utilizing our services?

    Refer to RFP Attachment I

15. Can you share any historical data on how much other state entities piggy back on the services you are asking for?

This information is not available.

16. How many occupational medical visits per year are there from these specific agencies?

See the answer to question 16.

17. **Page 39 Attachment BB # 3** Please clarify the Malpractice Coverage? (Is standard $1 Million / $3 Million, acceptable?) By Errors and Ommissions Liability coverage do you mean malpractice coverage?

Insurance issues may be addressed at the time of contract negotiations.

18. **Page 34 # 12** Will the State extend to contractor the same limited liability as they have for themselves?

Please see the answer to question 17.

19. **Page 34 # 14** Will the State indemnify the contractor as you are requesting contractor to indemnify the State?

Please see the answer to question 17.

20. **Page 33 # 10B** Please further clarify the situation under 10B if the State or Federal Sources is not appropriated or is withdrawn, limited or impaired?

If for some reason funds are not available the State has the option to terminate the contract with 30 days written notice.

21. **Page 16 # 5.2** Do you need the detailed information behind the costs associated with determining the "rural fee" or is a rural area fee per test sufficient?

Rural fee per test is sufficient.

22. **On-Site Services** We assume that North means Reno/Sparks/Carson City Area. South means Las Vegas/Henderson Area. Is this correct?

The North would also include Elko, Ely, Winnemucca, and Lovelock. The South would also include Indian Springs and Tonopah.

23. Please identify the relevant Towns and Cities in the North, South and Rural?

See the answer to question 10.

24. Is the On-Site Services confined to Rural only or do North and South get On-Site Services too? What is the frequency of On-Site visits to rural locations?

Currently the on-site services are in Ely, Lovelock, Elko and Indian Springs. The frequency of on-site visits to the rural locations is monthly.

25. Is the State working with rural MD's currently for this contract?

No.

26. Is this RFP decided in whole or in part by the Public Employees Benefit Plan Board?

No.

27. RFP Language Change – Add 3.2.2. to RFP Section 3.3.4.

> If the documentation identified in sections ***3.2.2 and*** 3.2.3.1 - 3.2.3.3 is not completed, critical areas of the forms are not properly completed, and/or appropriate employee/evaluating physician signatures not obtained, **the penalty for non-compliance shall be $100 deducted from the exam.** The evaluating physician is responsible to correct and/or obtain the necessary documentation. The corrected/completed forms shall be forwarded to the appropriate agency contact and Risk Management not later than five (5) working days **from the date of request for clarification. The penalty for non-compliance shall be $50 deducted from the exam.**

ALL ELSE REMAINS THE SAME.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR ARC Health and Wellness Centers, LLC

AUTHORIZED SIGNATURE [signature]

TITLE Executive Vice President DATE 12/15/08

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment A
CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION
PRIMARY VENDOR

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked "**confidential**."

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 "ACRONYMS/DEFINITIONS."

YES_____

NO ✓ (Financials are Confidential)

SIGNATURE _____ Date 1/30/09
Primary Vendor

PRINT NAME Jan W. Granstro
Primary Vendor

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment A
CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION
SUBCONTRACTOR

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked "**confidential**."

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packaging submission requirements, proposal will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposal that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 "ACRONYMS/DEFINITIONS."

YES_____

NO X Not Applicable

SIGNATURE _____ 12/15/08
Subcontractor Date

PRINT NAME Dan Granstrom
Subcontractor

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

Attachment B
CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
PRIMARY VENDOR

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking "YES" indicates acceptance of all terms and conditions, while checking "NO" denotes non-acceptance and vendor's exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES _____ I agree. NO X Exceptions below:

SIGNATURE _____ 12/15/08
Primary Vendor — Date

PRINT NAME Pam Granstrom
Primary Vendor

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)
Attachment B A-3	39	Professional Liability $1mm / $3mm

Attach additional sheets if necessary. Please use this format.

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal

4.1 Primary Vendor Information

4.1.1 ARC Health and Wellness Centers, LLC is a Limited Liability Company.

4.1.1.1 ARC Health and Wellness Centers, LLC was formed in the State of Nevada and filed its charter with the Nevada Secretary of State on September 10, 2008 with the charter signed by the Secretary of State on September 11, 2008.

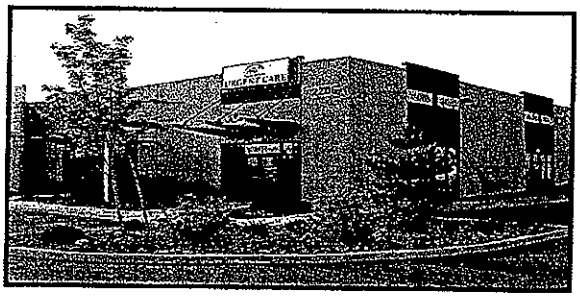
Specialty Health, MCO, Inc. was formed in 1993 in the State of Nevada.

4.1.1.2 ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc. are appropriately licensed by the Department of Taxation and all other local and state government entities.

4.1.2 There are no disclosures to report regarding contract failures, contract breaches, civil or criminal litigation or investigation pending involving ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc.

4.1.3 LOCATIONS.

RENO/SPARKS METROPOLITAN AREA



ARC currently has two offices located at 2205 Glendale Avenue and 82 East Glendale Avenue in Sparks, NV. **The office that will be utilized for purposes of this statewide contract is 2205 Glendale Avenue, Suite 131.** This state-of-the-art facility is located near 395 and

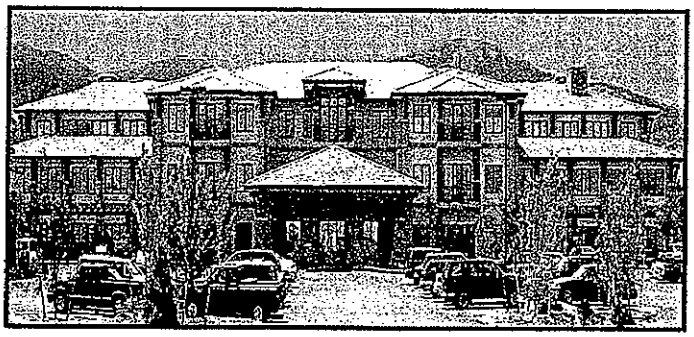
Glendale Avenue (between Baldini's Sports Casino and Grand Sierra Resort. ARC believes this location is ideal to ensure the convenience and privacy of the employees of the State of Nevada.

This facility is decorated in warm, inviting colors and includes an electric fireplace and flat panel television set in the waiting room. Custom rock walls and hand carved artwork add to the friendly ambience of this facility.



A private entrance and waiting lounge will be designated for use by the State of Nevada employees. This private entrance and waiting lounge will only be shared by the City of Reno's and the City of Spark's police and firemen.

CARSON CITY



The State is offered, as part of this proposal, the option to utilize ARC's on-site mobile testing units in Carson City as with the rural areas or utilize an ARC office to be located in the Eagle Medical Center at 2874 N. Carson Street, Carson City, NV. Built in 2002, the Eagle Medical Center is an 80,000 square foot medical office building that offers extensive medical services to the residents of Carson City and outlying areas including, but not limited to: diagnostic imaging including two MRI machines, cardiology, laboratory, physical therapy, Internal Medicine, ENT, Family Practice, Orthopedics, Psychological counseling, and many other services.

LAS VEGAS

As with Carson City, the State will be offered the option to utilize ARC's on-site mobile testing in Las Vegas or utilize an ARC office, centrally located for the convenience of the state employees, ***which will be established prior to the commencement of the statewide contract.*** ARC has a number of excellent options available regarding the leasing of office space in the Las Vegas market.

RURAL AREAS

ARC will purchase or lease two mobile medical units to serve the rural areas described in the Request for Proposal. A local bank has already committed the financing of these mobile clinics upon ARC being awarded the state-wide contract.

Two mobile medical clinics will be utilized for the on-site services. One mobile clinic will be designated for the Phase One portion of the physicals conducted by support staff and will include a portable x-ray machine, blood draw/lab station, audiometric testing center (OSHA rated audio booth), Spirometer, a BMI/Vision Testing station, rest room for urine testing and small waiting area.

The second mobile unit will be custom designed for Phase Two of the physicals conducted by an ARC physician and will include an examination room, EKG testing area for Resting and Stress EKGs, a defibrillator, miscellaneous medical equipment and a small waiting room.

These mobile medical clinics will travel to the state designated rural areas once per month.

As indicated above, ARC will provide the State the option of expanding the use of the mobile medical clinics to include Carson City and Las Vegas if it so desires.

4.1.4 Nevada Resident. ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc. are residents of Nevada. Furthermore, all principal owners of ARC Health and Wellness Centers, LLC and Specialty Health, MCO, Inc. are residents of Nevada as well. Both ARC and SpecialtyHealth are locally owned and operated, which provides ease in maintaining communication and addressing important as they arrive.

4.1.5 Number of employees. ARC currently employs 12 individuals in the Reno/Sparks geographic area. ARC anticipates hiring an additional 10 employees to service the statewide contract. We will not report on the number of employees with SpecialtyHealth because ARC will be the provider of the services covered in the statewide contract.

4.1.6 Location(s) from which employees will be assigned. ARC anticipates that three employees will be assigned to Carson City; five employees to Las Vegas and two employees to Reno/Sparks.

4.1.7 Point of Contact. ARC's point of contact for the statewide contract shall be:

Paul Granstrom
2205 Glendale Avenue, Suite 131
Sparks, NV 89431
Telephone Number: (775) 846-3413

ARC guarantees a response time to any issues raised by the State within three hours of the message received.

4.1.8 Company Background/History & Qualifications. We believe ARC Health & Wellness Centers, LLC and Specialty Health, MCO, Inc. are uniquely qualified to provide the services described in this RFP.

ARC Health and Wellness Centers, LLC (as a company) was recently formed for the purposes of a senior management and physician buyout of the Occupational

Medicine services previously owned and operated by ARC MedCenters, LLC. The business now operated by ARC Health & Wellness Centers initially began in 2002 and steadily grew in the Reno/Sparks market to become a leading provider of Occupational Medicine services.

ARC currently provides high quality, occupational health services to nearly 2,000 employers in Northern Nevada including the City of Reno, City of Sparks, NV Energy, Atlantis Casino, Granite Construction, Sierra Nevada Construction, Manpower, Federal Express, REMSA and numerous other companies. ARC has established a network panel that coordinates the scheduling, collection and reporting of all drug testing throughout the State of Nevada for NV Energy. ARC is contracted with most work comp insurance carriers and during the past six years, ARC has been a preferred primary provider of Employers Insurance Group (Formerly EICON).

Since ARC has the heart and lung physical contracts with the City of Reno and the City of Sparks, our staff is well trained in conducting these physicals. We are pleased to include references from both of these municipalities in this proposal.

Furthermore, both Drs. Gilbert and Romick are former medical directors of Concentra and have an extensive background and experience in occupational medical services including performing heart and lung physicals. In fact, Dr. Gilbert has performed numerous heart and lung physicals for state employees when he was medical director of Concentra.

The principals of ARC Health and Wellness Centers, LLC have extensive backgrounds and experience in healthcare and the provision of occupational medicine services. Section 4.1.12 includes an abbreviated resume on the key principals of ARC.

Specialty Health, MCO, Inc. has partnered with ARC to provide a comprehensive approach to fulfilling the requirement of NRS 617 through combined efforts with Health Lung Physicals; early identification of CVD risks and related diseases; accurate and clear education for the officer at risk and alternatives to correcting identified risk factors. The

HLP and identified risks factors are monitored and tracked year after year through SpecialtyHealth's cardiac database specifically designed to address the needs of NRS 617.

SpecialtyHealth, founded in 1993, has placed a major focus on utilization review and case management of musculoskeletal injuries (spine, shoulders, knees, foot and ankle, upper extremity arm pain and injuries, carpel tunnel syndrome, and other musculoskeletal conditions) and Cardiac Wellness and Prevention for law enforcement officers under NRS 617. SpecialtyHealth is a urac Certified Utilization Review Company for workers' compensation, licensed in 12 states including Nevada. The principals of SpecialtyHealth are: E. James Greenwald, M.D., Chairman; Jacqueline C. Cox, BSN, MPA, President / CEO, and Steven G. Atcheson, M.D, Secretary and Treasurer.

SpecialtyHealth has provided peer (physician-directed) review and case management since 1995.
The utilization review program is a specialist-driven model which largely eliminates layers of
inefficiency with the utilization review process by going directly to a musculoskeletal specialist
trained in utilization review.

Over 60,000 physician reviews have been completed in California since the implementation of the new workers compensation regulations and even more in Nevada. The goal of UR is not to deny requests for treatment, but rather to ensure that patients are getting necessary and appropriate medical care along with early identification and prevention of CVD risk.

SpecialtyHealth Resources

The core of Specialty Health's processes is that of applying the principles of evidence-based medicine to the identified problem. A detailed review of the medical records and or physical examination is involved in order to determine if the known indications for the requested procedure have been adequately applied to the particular clinical situation and the risks have been adequately assessed.

Many different clinical guidelines may be applied to a given situation. SpecialtyHealth has access to all of them, and in addition, has written special guidelines which can be used in special situations. The key element, however, is having access to qualified specialists to properly analyze the setting to make sure that certain guidelines are not misapplied. SpecialtyHealth's primary physician reviewers are a) a Board-Certified Orthopedic Surgeon, with over 30 years' experience; b) a Board-Certified Internist and Rheumatologist, also with over 30 years' practice experience, and c) a Board-Certified Sports Medicine physician who is also certified in Family Practice.

SpecialtyHealth also has a unique resource not available anywhere else in the United States; the Super Specialist Panel of Expert Reviewers. This is a panel of more than 40 specialists who are board certified in their specialties, nationally recognized, and highly respected by their peers. These nationally known physicians have published scholarly books and research papers, and taught other physicians and national courses. They can provide additional reviews as part of a 2nd opinion and as part of an appeals process.

As part of SpecialtyHealth's resources; there is a network of credentialed physicians, facilities, ancillary services and pharmacies. This network is composed of two exclusive provider networks (EPO's); one focused on musculoskeletal diseases; the cardiovascular disease and related problems; which are the two major cost centers for most employers.

Our Cardiac Wellness Network is unique in that we have contracted with excellent programs throughout the state to provide a comprehensive approach to the risk evaluation, prevention and treatment of CVD and related diseases: Three Board Certified

Lipidologists provide expertise on complex cases that are determined to be at high risk for CVD.

In combination with an expert panel of physicians, we combine expertise in nutrition, fitness and behavior modification. These programs are offered thru our partner St. Mary's Health Plans and Catholic Healthcare West and other local providers in all areas of the state.

SpecialtyHealth's program is truly "state of the art"; supporting excellent resources and a database application for assessment and monitoring results.

4.1.9 Length of time vendor has been providing services described in this RFP. As indicated previously, the principals of ARC, collectively, have been providing these services to both the private and public sectors for over 50 years. As former medical directors of Concentra, both Drs. Gilbert and Romick have extensive backgrounds and years of experience in providing these services. ARC has been directly providing these services to the private sector since 2002 and to the City of Sparks for over 1 1/2 years and to the City of Reno for approximately six months.

The experience our providers have gained through conducting pre-employment screenings and annual heart and lung physicals for both these municipalities, as well as through their previous association with the State of Nevada through Concentra, have prepared ARC to offer the highest level of care and proficiency to the outstanding public servants of the State of Nevada.

4.1.10 Has the vendor been engaged under contract by any State of Nevada agency? ARC has not been engaged under contract by a State of Nevada agency. However, SpecialtyHealth has engaged in a few contracts with State of Nevada agencies, such as the State of Nevada Public Employee Benefit Plan (PEBP), Public Agency Compensation Trust (PACT), and Nevada Systems of Higher Education (NSHE) among several other public and private entities.

4.1.11. Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivision or by any other government? Excluding Dr. Gilbert's military appointment and Dr. Romick's association with the Tribal Health Center, the answer is NO.

4.1.12. Resumes for key ARC staff. Listed below are brief summaries of the key principals of ARC Health and Wellness Centers, LLC. The resumes of SpecialtyHealth have not been included but are available upon request.

WARREN GILBERT, MD – Medical Director of Occupational Medicine Services

Dr. Gilbert is board certified in Family Practice and has had training in general surgery and ER Medicine. A graduate of Rush Medical College in Chicago, Dr. Gilbert served as Medical Director/Area Medical Director for Concentra Medical Services for eleven (11) years prior to joining ARC as Medical Director of Occupational Medicine Services.

As a former Medical Director/Area Medical Director for Concentra Medical Services, Dr. Gilbert has extensive experience with performing the heart and lung physicals for the State of Nevada.

Dr. Gilbert is also a Commander with the U.S. Naval/Marine Reserve and served as the commanding officer of the 4th Marine Medical Battalion, H & S Company, 1st Detachment. He has been deployed three times, first in March of 2003 for the war with Iraq, in April of 2004 for the war with Afghanistan and recently for a nine month tour of duty in Iraq.

CHARLES ROMICK, MD – Medical Director

Charles Romick, MD is board certified in Family Practice and has had training in general surgery and ER medicine. A graduate of Creighton University, College of Medicine, Dr. Romick has served as site medical director of Renown Family Care, medical director of

Concentra Medical Centers, on the medical staff of the Tribal Health Center, and as a medical director of ARC MedCenters. Dr. Romick is certified by the United States Department of Justice Drug Enforcement Administration.

Dr. Romick has almost 25 years of clinical experience including extensive experience in Occupational Medicine. He was the former Medical Director of Occupational Medicine at Concentra Occupation Health Center (Reno) from 1998 to 2003. Dr. Romick is a Fellow of the American Academy of Family Physicians, and a Clinical Assistant Professor, Department of Family Practice, University of Nevada School of Medicine.

PAUL GRANSTROM, B.A., Executive Vice President

Paul Granstrom, Executive Vice President of ARC, holds a Bachelor of Arts Degree in Organizational Studies from Bethel University, St. Paul, MN. Mr. Granstrom started his career with Textron Financial, a division of Textron, Inc., a Fortune 100 company, in 1998. Over a six-year period Paul held leadership positions with Textron Financial in both operations and sales.

Paul joined ARC MedCenters as Executive Vice President in 2004. His primary responsibility with ARC included daily operations, business development and the growth and expansion of ARC's Occupational Medicine Program. During his tenure with ARC, Paul extensively grew ARC's book of business in occupational medicine. He was directly responsible for obtaining and coordinating the City of Sparks' and the City of Reno's heart and lung physicals for the respective cities' police and firemen.

WES GRANSTROM, MHA, President and CEO

Wes Granstrom, President and CEO of ARC HEALTH & WELLNESS CENTERS, has over 39 years of healthcare management experience. Mr. Granstrom held executive healthcare positions at Lutheran General Hospital, a 700-bed teaching hospital in Park Ridge, IL; at Christ Hospital, a 1,000-bed teaching hospital in Oak Lawn, IL; and at the

Chicago Hospital Association, a hospital association representing over 100 hospitals in the metropolitan Chicago area. Mr. Granstrom holds a Bachelor of Science degree from North Park University, Chicago and a Masters Degree in Healthcare Administration from The George Washington University, Washington, D.C. Mr. Granstrom has extensive background and experience in owning and operating urgent care, family practice and occupational medicine centers as well as rehab centers.

Client#: 76501 ARCMEDC1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/12/2008

PRODUCER
Commercial Lines
ABD Ins&Financial Srvcs-NV Div
604 West Moana Lane
Reno, NV 89509

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
ARC MEDCENTERS LLC, etal
6180 Mae Anne Ave #1
Reno, NV 89523

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hudson Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Medical Prof	HCP4004047	06/01/08	06/01/09	$1,000,000 each claim $3,000,000 aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ARC Health and Wellness Centers LLC retro date: 12/11/2008
Shared Limit

(See Attached Descriptions)

CERTIFICATE HOLDER

ARC Health and Wellness Centers
LLC
6180 Mae Anne Ave. #1
Reno, NV 89523

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Peggy E. Wright

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Panel 1 - Baseline Exam (1st Year) and/or Pre-Hire Exam	**COST**
State of Nevada Medical History Form[1]	$ 0.00
Job Specific Medical History Form[1]	$ 0.00
Audiometry with interpretation (air conduction or pure tone test)	$ 25.00
Blood Pressure Monitoring[1]	$ 0.00
Chest X-Ray (Single View)	$ 30.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	$ 37.00
Heart and Lung Physical Exam ([1] denotes included in cost)	$ 50.00
Resting EKG	$ 40.00
Pulmonary Function Test	$ 38.00
TB Skin Test	$ 5.00
Urinalysis[1]	$ 0.00
Nicotine Test with Quant Levels	$ 27.00
Per-Cent Body Fat (BMI Method) / Waist Circumference	$ 9.00
Vision Screening[1]	$ 0.00
State of Nevada Physician's Report of Results Form	$ 15.00
Written Report to Agency and Employee[1]	$ 0.00
Total Panel 1 - Baseline / Pre-Hire	**$276.00**

Note: *For ease of administration, the price of this exam does not change based on location including the various onsite locations, with the exception of the rural fee.*

Rural Fee (if physical is conducted on-site) **+ $90.00**

Additional Options for Panel # 1

Stress EKG Option *(If 2 or more risk factors for heart disease identified)*
Add Stress Treadmill EKG + $115.00

EBT Heart Scan Option
(only if employee worked previously as a police / correctional officer or fireman)
Add EBT Heart Scan +???????

- ✓ *Note: Written report will document rationale in regard to whether or not a Stress EKG test or EBT heart scan was administered and document whether or not the employee worked for another police/fire or correctional jurisdiction)*

Hepatitis ABC Antibody Screening* (*Add confirmation charge if positive) + $80.00

Innoculation Series Option (series of three Hepatits B inoculations)
Hepatitis B Inoculation Series, if indicted + $180.00

Vendor will provide employee with a card identifying status and dates of inoculations

Panel 3 - General Heart/Lung Exam (Over 5 years of Service)	**COST**
State of Nevada Medical History Form[1]	$ 0.00
Heart and Lung Physical Exam ([1] denotes included in cost)	$ 50.00
Audiometry with interpretation (air conduction or pure tone test)	$ 25.00
Blood Pressure Monitoring[1]	$ 0.00
Chest X-Ray (Dual View) includes radiologist over-read	$ 40.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	$ 37.00
Per-Cent Body Fat (BMI Method)	$ 8.00
Stress EKG	$115.00
Pulmonary Function Test	$ 38.00
TB Skin Test (Excludes: Department of Corrections employees)	$ 5.00
Urinalysis[1]	$ 0.00
Nicotine Test with Quant Levels	$ 27.00
State of Nevada Physician's Report of Results Form	$ 15.00
Vision Screening[1]	$ 0.00
Written Report to Agency and Employee[1]	$ 0.00
Work Capacity Readiness Form[1] -Division of Forestry only (form to be provided)	$ 0.00
Total Panel 3 - General Heart/Lung Exam (Over 5 Years)	**$360.00**

***Note**: For ease of administration, the price of this exam does not change based on location including the various onsite locations, with the exception of the rural fee.*

Rural Fee (if physical is conducted on-site)	**+ $90.00**

Additional Options for Panel # 3

Hemoglobin A1C – *(If employee has documented Type 1 Diabetes)*	+ $ 35.00
CDL Paperwork (Exam charged and conducted above)	+ $ 15.00
HAZMAT Exam (Whole Blood – Heavy Metal Panel)	+ $ 86.00

Other Tests to confirm or rule out heart or lung disease, if indicated.

Panel 4 - Lung/Hearing Exam – **Department of Corrections only- 3rd year of Service Only**	**COST**
State of Nevada Medical History Form[1]	$ 0.00
Audiometry with interpretation (air conduction or pure tone test)	$ 25.00
Chest X-Ray (Single View)	$ 30.00
Pulmonary Function Test (Spirometry)	$ 38.00
Lung Exam (Physical) ([1] denotes included in cost)	$ 40.00
State of Nevada Physician Report of Results Form	$ 15.00
Total Panel 4 - Lung/Hearing Exam	**$148.00**

***Note**: For ease of administration, the price of this exam does not change based on location including the various onsite locations, with the exception of the rural fee.*

Rural Fee (if physical is conducted on-site)	**+ $90.00**

Panel 5 - Volunteer Firefighter Exam – (Baseline-Every Even-Numbered year)	**COST**
State of Nevada Medical History Form[1]	$ 0.00
Heart and Lung Physical Exam (' denotes included in cost)	$ 50.00
Audiometry with interpretation (air conduction or pure tone test)	$ 25.00
Blood Pressure Monitoring[1]	$ 0.00
Resting EKG	$ 40.00
Chest X-Ray (Single View)	$ 30.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	$ 37.00
Pulmonary Function Test (Spirometry)	$ 38.00
Per-Cent Body Fat (BMI Method) / Waist Circumference	$ 9.00
Urinalysis[1]	$ 0.00
Nicotine Test with Quant Levels	$ 27.00
TB Skin Test	$ 5.00
Vision Screening[1]	$ 0.00
State of Nevada Physician's Report of Results Form	$ 15.00
Written Report to Agency and Employee[1]	$ 0.00
Total Panel 5 – Volunteer Firefighter Exam	**$276.00**

***Note**: For ease of administration, the price of this exam does not change based on location including the various onsite locations, with the exception of the rural fee.*

Rural Fee (if physical is conducted on-site)	**+ $90.00**

Additional Options for Panel # 5

Hepatitis B Inoculation Series (First year only, if indicated)	+ $180.00
CDL Paperwork (Exam charged and conducted above)	+ $ 15.00
HAZMAT Exam (Whole Blood – Heavy Metal Panel)	+ $ 86.00

Optional Components of Physical Exam:

The following listed services may be requested in conjunction with the annual physical exams or as a specific separate service, as requested by agency and/or agreed by employee.

Hepatitis / HIV Screening

19030 Hepatitis Profile.....**$86.00**
Hepatitis A (Detects IgG and IgM antibodies to Hepatitis A virus)
Hepatitis B surface Ag (Detects Hepatitis B surface antigen)
Hepatitis B surface Ab (Detects Hepatitis B surface antibody)
Hepatitis B core Ab (Detects antibodies to Hepatitis B core antigen)
Hepatitis C Ab (Detects antibodies to Hepatitis C virus)

99809 Hepatitis A (Detects IgG and IgM antibodies to Hepatitis A virus).....**$35.00**
1920 Hepatitis B surface Ag (to determine hepatitis B infection).....**$21.00**
2929 Hepatitis B surface Ab (to determine immunity to hepatitis B).....**$20.00**
2925 Hepatitis B core Ab (to detect acute exposure to hepatitis B).....**$20.00**

1922 HIV 1 & 2 Screen (AIDS Screening, VERY CONFIDENTIAL).....**$45.00**
Detects antibodies to HIV-1 and HIV-2

Confirmation Charges on Hepatits and HIV Screenings (if Positive)

Hep A – Hep A IgM.....**$38.00**
Hep B Ag – Neutralization Assay.....**$125.00**
Hep C – HCV RIBA.....**$148.00**
HIV I & II – Western Blot.....**$70.00**
(if western blot is negative then goes to HIV II screen $74.00)
(if HIV II screen is positive then goes to immunoblot confirm $146.00)

Hepatitis Inoculations

Hepatitis A inoculations.....**$75.00**
1st Injection.....$75.00
2nd Injection.....$75.00

Hepatitis B inoculations (and boosters) Baseline exams.....**$60.00**
1st Injection.....$60.00
2nd Injection.....$60.00
3rd Injection.....$60.00
Booster.....$60.00

Hazmat Exams / Medical Surveillance (Surveillance included in lab prices)

Blood Lead
64705 Metal Panel – WB (As, Cd, Hg, Pb/ZPP).....**$86.00**
24 Hour Random Urine
61625 Metal Panel – Random Urine (As, Cd, Hg, Pb).....**$81.00**
Blood Lead ZPP
62621 LEAD AND ZINC PROTOPORPHYRIN (ZPP).....**$59.00**
Cholinesterase
12263 CHOLINESTERASE, RED BLOOD CELL AND SERUM.....**$44.00**

Hemoglobin A1C.....**$22.00**

Respirator Clearance Exams

Respiratory Compliance Exam.....$70.00
(Includes: OSHA Respirator Questionnaire, Pulmonary Function test, Respirator Clearance Letter)
Respiratory Fit Test.....$30.00
OSHA Respirator Questionnaire.....$20.00
Pulmonary Function Test.....$40.00
Respirator Clearance Letter.....$10.00

Department of Transportation / CDL Exams

DOT Examination.....$35.00
DOT Paperwork.....$15.00

Drug and Alcohol Testing (Reviewed by Medical Review Officer)

DOT Urine Drug Screen.....$39.00
Non DOT Uring Drug Screen.....$34.00
DOT Breath Alcohol Test.....$25.00
Non DOT Breath Alcohol Test.....$25.00
Breath Alcohol Confirmation (if positive).....$15.00

Master Bundled Physical Pricing

Audiometry with interpretation (air conduction or pure tone test).....$ 25.00
Chest X-Ray (Single View).....$ 30.00
Chest X-Ray (Dual View) includes radiologist over-read.....$ 40.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL).....$ 37.00
Heart and Lung Physical Exam (includes Vision, BP, Urinalysis, etc.).....$ 50.00
Lung Exam (Physical).....$ 40.00
State of Nevada Physician's Report of Results Form.....$ 15.00
Resting EKG.....$ 40.00
Stress EKG (Graded Exercise Test).....$115.00
TB Skin Test.....$ 5.00
Nicotine Test with Quant Levels.....$ 27.00
Per-Cent Body Fat (BMI Method) / Waist Circumference.....$ 9.00
Pulmonary Function Test.....$ 38.00
Normal Vision Screening (Snellen, Far, Near) – Included in physical.....$ 0.00
Advanced Vision Screening (Ishihara, Depth, Peripheral).....$ 10.00
Written Report to Agency and Employee – Included in physical.....$ 0.00
Work Capacity Readiness Form – Included in physical.....$ 0.00

Individual Test Pricing (Not part of Heart and Lung Physical)

Audiometry with interpretation (air conduction or pure tone test).....$ 30.00
Chest X-Ray (Single View).....$ 60.00
Chest X-Ray (Dual View) includes radiologist over-read.....$ 70.00
Coronary Risk II (CBC + Chem. Panel + HDL + LDL).....$ 48.00
Resting EKG.....$ 63.00
Stress EKG (Graded Exercise Test).....$160.00
TB Skin Test.....$ 15.00
Nicotine Test with Quant Levels.....$ 30.00
Per-Cent Body Fat (BMI Method) / Waist Circumference.....$ 15.00
Pulmonary Function Test.....$ 50.00
Normal Vision Screening (Snellen, Far, Near) – Included in physical.....$ 15.00
Advanced Vision Screening (Ishihara, Depth, Peripheral).....$25.00
Venipuncture.....$12.00

ARC Specialist Pricing

Psychological Screening and Interpretation
(Baseline Exams, Pre-hire exams or fitness for duty evaluations)

Psychological Evaluation / Consultation/ Interview.....$250.00 - $450.00

Psychological Evaluation 1.....$225.00

Psychological Evaluation 2.....$250.00

Cardiology

Consultation (Southern Nevada / Northern Nevada) .....$200.00 - $300.00

Audiologist

Consultation (Southern Nevada / Northern Nevada) .....$200.00 - $300.00

CT Scan (if abnormalities found in X-ray)

CT Calcium Scoring.....$250.00

CT Chest with Contrast.....$500.00

CT Chest w/o Contrast.....$450.00

Coronary CTA.....$850.00

Echo w/ Rest & CV Stress.....$525.00

Physical assessment screening

Return to Work Examination.....$80.00

Functional Capacity Evaluation (per hour).....$140.00

Musculoskeletal Evaluation.....$90.00

Physical Capacity Evaluation.....$85.00

SpecialtyHealth Pricing

We are excited to share the SpecialtyHealth Network Provider Panel with the State of Nevada. We have some great contracted rates that if selected the State will be able to take advantage of. These prices will only be shared if the State desires to explore our services further and in person.

SpecialtyHealth will offer its contracted provider panel for various medical services. Pricing will vary depending contracted rates with SpecialtyHealth and depending on various factors such as rural versus urban areas. The prices listed above are contracted rates between ARC and various specialists or internal pricing.

~~**Optional Cardiac Wellness Component:**~~

~~Cardiac Wellness fees ranges from $500.00 to $1,500.00 per person depending on risk levels. When possible, SpecialtyHealth will coordinate benefits with PEBP Cardiac Wellness Program.~~

~~**Optional Cardiac Risk Assessment Component:**~~

~~SpecialtyHealth's fee is $70.00 per person, per year which includes risk assessment; reporting and tracking and access to SpecialtyHealth's Network.~~

Revised Pricing Proposal on 2/5/09 –

Lyn Callison requested on 2/5/2009 to remove optional components not requested in the RFP # 1737. This would include the Optional Cardiac Risk Assessment Component and the Cardiac Wellness Component.

SpecialtyHealth will provide cardiac wellness and prevention though their PEBP contract; it will be for PPO enrollees only, as they are the only ones eligible and they must sign up to enroll in the CWP. SpecialtyHealth will coordinate that with PEBP.

SpecialtyHealth will provide an option to the State to utilize their Cardiac Wellness and Prevention Network for referrals of individuals with Risk Factors and other specialist services.

Summary of Heart and Lung Physical Prices

Below you will find a summary breakdown of the Heart and Lung Physical Costs. These core prices listed below are factored for completion at either an ARC location or Onsite at your location. We've purposely designed this submission to be easy to understand and not provided a confusing price matrix. The physical price is the **same** whether done in Ely, Las Vegas, and Lovelock or in one of our facilities. However, we'll charge a "Rural Fee" to cover the mobile costs of conducting these examinations at your locations. The Rural Fee is an additional $90.00 to the cost of the physical.

ARC will need to purchase/lease/operate a few mobile clinics and to keep the cost of the physicals at the lowest possible price; we're including as part this proposal, a monthly mobile charge of $4,000.00 over the terms of the contract. The mobile services in this contract will be a very costly project for an ongoing basis.

We believe this pricing structure is concise and easy to understand. ARC has been successful in being awarded and servicing Heart and Lung contracts for the City of Sparks and City of Reno by making our services efficient and well run. We know we can offer the same great service to the State of Nevada as we have been locally for the past year and half.

Heart and Lung Panel Cost Summary

Panel 1 - Baseline Exam (1st Year) and/or Pre-Hire Exam	$276.00
Panel 1 - Baseline Exam (1st Year) and/or Pre-Hire Exam – **Onsite Rural Examination**	**$366.00**
Panel 3 - General Heart/Lung Exam (Over 5 years of Service)	$360.00
Panel 3 - General Heart/Lung Exam (Over 5 years of Service) – **Onsite Rural Examination**	**$450.00**
Panel 4 - Lung/Hearing Exam	$148.00
Panel 4 - Lung/Hearing Exam – **Onsite Rural Examination**	**$238.00**
Panel 5 - Volunteer Firefighter Exam	$276.00
Panel 5 - Volunteer Firefighter Exam – **Onsite Rural Examination**	**$366.00**

Monthly Mobile Charge of $4,000.00

Revised Pricing Proposal on 1/29/09 –
Added per the request of the State of Nevada

$100.00 fee will be assessed by ARC to review and provide a medical clearance (as we understand this is a rare occurrence) of another providers services in conjunction with the Heart and/or Lung Examination for a State Employee.

Referrals resulting from abnormal findings of the Heart and/or Lung physicals for the State of Nevada will be made to specialists on the ARC Health and Wellness or SpecialtyHealth panel based on accessibility and availability of services and competitive pricing.

All referrals must be approved by ARC Health and Wellness.

As agreed upon previously, the billing and payment of all referring specialists will be processed through ARC Health and Wellness and then submitted to the State payment. Specialist will be paid by ARC upon receipt of payment from the State of Nevada for their services rendered.

Exhibit B

1.1 Annual Requirements Contract Definitions

(a) *"Blanket Purchase Order"* means a document which contemplates the acquisition of Services in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of Services to be acquired by the City from the Company. Issuance of a Blanket Purchase Order does not obligate the City to the purchase of any services. A Blanket Purchase Order will be identified as such on the face of the Purchase Order.

(b) *"Purchase Order Release"* (or *"Release"*) means a single order issued by the City against a Blanket Purchase Order, which orders a specific quantity of services, and commits the City to pay for those services upon acceptance. A Release is identified by the original Blanket Purchase Order number, followed by a hyphen ("-") and a sequential number.

(c) *"Standard Purchase Order"* means a Purchase Order that commits the City to the purchase of a specific quantity of services. A Purchase Order, which is not specifically identified as a Blanket Purchase Order or Purchase Order Release, is assumed to be a Standard Purchase Order.

1.2 Prices/Costs

(a) The City will pay the Company the following amounts, as detailed in Exhibit "C", for services provided:

Item #	Description	Amount
	These physicals do not include Ultrasound Scan:	
1.	Annual Physical (Under 40 – (Resting EKG) in ARC office	$272.57
2.	Annual Physical (Over 40 – (Stress EKG) in ARC office	$345.22
3.	Annual Physical (Under 40 – (Resting EKG) via ARC Mobiles	$302.57
4.	Annual Physical (Over 40 – (Stress EKG) via ARC Mobiles	$375.32

(b) The City will pay the Company for other Occupational Health Services at the State of Nevada rates under Cost Proposal II under Master Service Agreement # 1737.

1.3 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph 1.2 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice and invoice number;

(ii) the purchase order number;

(iii) the Contract Item against which charges are made;

(iv) date of service.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

1.4 Insurance [CAO-1/12/09] R

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

(iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The

certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas

C/O Insurance Tracking Services, Inc. (ITS)

P.O. Box 21919

Long Beach, CA 90801

Account Manager: Michael Palacios

Phone: (888) 435-2955 ext. 503 Fax: 562-435-2999

Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City if so requested.

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in (a) (i-iii) shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

1.5 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph 1.4 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

1.6 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

General Heart & Lung Examination

Under 40 - General Heart/Lung Exam	COST
Comprehensive Physical Examination	$ 48.50
Vision Screening[1]	$ -
Medical History Form[1]	$ -
Blood Pressure Monitoring[1]	$ -
Urinalysis[1]	$ -
Written Report to Agency and Employee[1]	$ -
Physician's Report of Results Form & OD Forms	$ 14.55
Audiometry with interpretation (air conduction or pure tone test)	$ 24.25
Chest X-Ray (Dual View) includes radiologist over-read	$ 38.80
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	$ 35.89
Per-Cent Body Fat (BMI Method) / Waist Circumference	$ 7.76
Resting EKG	$ 38.80
Pulmonary Function Test (Spirometry)	$ 36.86
Hepatitis C* Antibody (to determine hepatitis C infection)	$ 27.16
Total Physical Exam - Under 40 Heart/Lung Exam	$ 272.57
Mobile Medical Fee (Metro Area)	$ 30.00
Grand Total	**$ 302.57**

Under 40 includes the Resting EKG

Over 40 - General Heart/Lung Exam	COST
Heart and Lung Physical Exam ([1] denotes included in cost)	$ 48.50
Vision Screening[1]	$ -
Medical History Form[1]	$ -
Blood Pressure Monitoring[1]	$ -
Urinalysis[1]	$ -
Written Report to Agency and Employee[1]	$ -
Physician's Report of Results Form & OD Forms	$ 14.55
Audiometry with interpretation (air conduction or pure tone test)	$ 24.25
Chest X-Ray (Dual View) includes radiologist over-read	$ 38.80
Coronary Risk II (CBC + Chem. Panel + HDL + LDL)	$ 35.89
Per-Cent Body Fat (BMI Method) / Waist Circumference	$ 7.76
Stress EKG	$ 111.55
Pulmonary Function Test	$ 36.86
Hepatitis C* Antibody (to determine hepatitis C infection	$ 27.16
Total Physical Exam - Over 40 Heart/Lung Exam	$ 345.32
Mobile Medical Fee (Metro Area)	$ 30.00
Grand Total	**$ 375.32**

Over 40 includes the Stress EKG

Optional Procedures:

OSHA Respirator Questionnaire / Clearance Letter	$ 9.70
CDL Physical Paperwork	$ 14.55
TB Skin Test	$ 4.85

Any other tests may be added at State of Nevada rates under Cost Proposal II under Master Service Agreement # 1737.

** Denotes - Positive Hepatitis C Test - additional test to determine infection*
Hep C – HCV RIBA **$143.65**

Rates are identical to the ARC Health & Wellness contract with the State of Nevada - Master Service Agreement # 1737 - Occupational Health Services
Mobile Medical Fee has been reduced from $90.00 to $30.00 based on Metropolitan Location

Joinder Provision Proposal

Exhibit C

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: LEISURE SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a $95,000 donation to the City of Las Vegas Department of Leisure Services from the Brinley Community School Board for financial assistance for recreational programs - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
As a result of the downsizing of the Department of Leisure Services due to budget constraints, nine Community School sites and related programs were closed in August of 2010. As part of the dissolution, the Brinely Community School Board wanted to make available recreational opportunities for income eligible participants in the City of Las Vegas. The Board has generously donated $95,000 to the City of Las Vegas Department of Leisure Services Financial Aid Fund. The monies will be deposited into a special revenue account designated for financial assistance. The financial aid fund was created as a result of the Department's Pricing and Revenue Plan presented to the City Council in May of 2010.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Donation Acceptance Form

DONATION ACCEPTANCE FORM

Received Date: __Dec. 14, 2010___

Recipient:

Facility/Unit Name:__Department of Leisure Services_____
Authorized Department Employee:__Mike Habighorst_____ Telephone Number:_ext. 2133_____

Donor:

Name of person/entity making the donation:___Brinley Community School_____
Address:__Deric Voelker, President_____
____4500 W. Tropicana Avenue_____
____LV, NV 89103_____
Telephone Number:__471-0234_____

Donation:

Description of item: (If money amount, indicate type of payment (cash, check, money order.) If the donation is goods or services, provide a very detailed description including counts of items, and/or hours or types of service. Always indicate an approximate dollar value amount for goods and/or services. Donor may provide this information.)

__Donation to the Leisure Services Financial Aid Fund in the amount of $95,000.00

Approvals:

Supervisor: Dan Mast Date: 12-15-10
Division Manager: Date: 12/15/10
*Budget Analyst: Date:
Deputy Director or Director: Date: 12/15/10
City Manager: Date:

Bank of America **Cashier's Check** No. **003474134**

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date DECEMBER 14, 2010

91-170/1221

Banking Center TROPICANA/DECATUR

0007667 00002 0003474134

BRINLEY COMMUNITY SCHOOL
Remitter (Purchased By)

Pay **NINETY FIVE THOUSAND DOLLARS AND 00 CENTS** $ **95000.00**

To The Order Of **CITY OF LAS VEGAS**
RE: FINANCIAL AID FUND

28-14-3774B 09-2005

Non-Negotiable

Authorized Signature

Bank of America, N.A.
Phoenix, AZ

VOID AFTER 90 DAYS

Customer Copy
Retain For Your Records

252563581

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Sewer Refunding Agreement (Sewer Trunk Over-Sizing) between the City of Las Vegas and William Lyon Homes, Inc. for an oversized sewer in Jones Boulevard from Guy Avenue to Iron Mountain Road ($63,825 - Sanitation Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $63,825
Funding Source: Sanitation Fund
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
This Sewer Refunding Agreement will provide reimbursement to William Lyon Homes, Inc. for the installation of an oversized sewer (from 8 to 18 inches) in Jones Boulevard from Guy Avenue to Iron Mountain Road. Exhibit B specifies cost of construction and the reimbursable amount up to $63,825.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Sewer Refunding Agreement
2. Exhibit A
3. Exhibit B

SEWER REFUNDING AGREEMENT

(Sewer Trunk Over-sizing)

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and William Lyon Homes, Inc. (hereinafter referred to as the "Developer"),

W I T N E S S E T H:

WHEREAS, the City is the governmental entity to which is delegated the responsibility of providing sewer service to persons who reside within its corporate boundaries; and

WHEREAS, the Developer is engaged in the development of that certain parcel of real property which is known as "STRATTON 35 - FLAGSTONE" (the "Development" herein), which Development has been approved by the City; and

WHEREAS, the limited financial resources of the City prevent the immediate expansion of its municipal sewer system to the Development; and

WHEREAS, the Administrative Code of the City permits the expansion of such municipal sewer system through the use of private funds at the discretion of the City; and

WHEREAS, said Code further provides that the City may reimburse a developer who constructs, at the request of the City, a sewer trunk

line (hereinafter referred to as the Project) of a size which is in excess of the size that would otherwise be required to serve its development for a portion of the costs which such developer incurs in constructing such oversized sewer trunk line; and

WHEREAS, it is the intent of the Parties hereto to provide for the reimbursement to the Developer of the costs which the Developer will incur in constructing and installing the Project at a size which is in excess of the size that would otherwise be required to serve the Development;

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter set forth, the parties hereto agree as follows:

SECTION I - DEFINITIONS

A. "Over-sizing" means the difference between the diameter of the Project, had the Project been constructed and installed at the size which would otherwise be required to serve the Development, and the diameter of the Project, at the request of the City, that is actually constructed and installed.

B. "Plans and specifications" means the engineering designs, drawings and specifications which give a detailed description of the complete construction and installation of the Project, including the over-sizing, which plans and specifications have heretofore been submitted to, and

approved by, the City. Copies of the plans and specifications are on file with the City's Department of Public Works.

C. "Uniform Standard Specifications" means those publications entitled, "Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition" adopted by the City of Las Vegas, June 16, 1993, and "Design and Construction Standards for Wastewater Collection Systems, 1991" adopted by the City of Las Vegas, August 21, 1991.

SECTION II - OBLIGATIONS OF DEVELOPER

A. Covenant of Installation:

1. The Developer hereby agrees to construct and install the entire Project, in accordance with the plans and specifications, at its sole cost and expense, subject to the right of the City to designate the type of appurtenances and any other relevant matter which it considers is necessary for the construction of its municipal sewer system provided, however, that the City agrees to reimburse the Developer for the costs which the Developer incurs in constructing and installing the over-sizing. It is acknowledged that the limits of the

Project are designated on Exhibit "A" which is attached hereto and by this reference made a part hereof.

2. The Project shall include all materials and equipment, such as sewer lines, manholes, lateral stub-outs and other appurtenances which are constructed and installed between the boundary of the Development which is nearest to the terminal point of the City's existing sewer system and such terminal point as is more particularly shown on Exhibit "A".

3. The Developer agrees to perform all survey and design work which is necessary for the construction and installation of the Project, in accordance with the plans and specifications, at its sole cost and expense without any right of reimbursement from the City.

B. Basis for Estimated Costs:

It is acknowledged that the estimated costs for which the Developer is entitled to reimbursement for constructing and installing the over-sizing which is provided for in Section IV hereof is based upon written bids for the installation of the Project which the Developer has obtained from at least three (3) contractors who are duly licensed by the State of Nevada and are acceptable to the City. (The City may waive the requirement of written bids if good cause for such

waiver is shown by the Developer, in which event the estimated costs of the over-sizing will be established in a manner which is mutually acceptable to the City and to the Developer.)

C. Installation Standards:

The Developer agrees that the Project will be installed in a good and workmanlike manner according to the plans and specifications, the Uniform Standard Specifications and the Design and Construction Standards for Wastewater Collection Systems.

SECTION III - RIGHT OF REIMBURSEMENT

It is understood and agreed by the Parties hereto that the Developer shall be reimbursed for the costs which it incurs in constructing and installing the project, subject to the limitations which are contained in Section VII hereof. It is specifically understood, however, that all of the costs and expenses of installing a sewer system within the Development are the sole responsibility of the Developer without any right of reimbursement from the City.

SECTION IV - COSTS OF OVERSIZING

AND AMOUNT REFUNDABLE

A. It is agreed by the Parties hereto that the costs of the construction and installation of the over-sizing which are

subject to reimbursement under the terms of this Agreement have been determined pursuant to the calculations set forth on Exhibit "B" which is attached hereto and by this reference made a part hereof.

B. It is acknowledged that the estimated costs of the construction and installation of the over-sizing which are set forth on Exhibit "B" are based upon estimates which have been obtained by the Developer and approved by the City and represent, subject to the limitations which are contained in Section VII hereof, the maximum amount to which the Developer will be entitled to reimbursement for the construction and installation of the Project. All other costs and expenses which the Developer incurs in connection with the Project shall be the responsibility of the Developer. Additionally, if the actual costs of the construction and installation of the extension are less than the estimated costs thereof, the Developer shall be entitled to reimbursement only for such actual costs, subject to the limitations which are contained in Section VII hereof.

SECTION V - OBLIGATIONS OF CITY

A. The City will reimburse the Developer, within thirty (30) calendar days after the City's acceptance of the Project, for that portion of the costs thereof which are attributable

to the over-sizing, as the same is determined in accordance with Section IV above.

B. As a condition precedent to any such reimbursement, the Developer must submit to the City a written request for payment, a statement of completion of the Project (per plans and specifications), a lien release from the Developer's contractor(s) and materials suppliers for all materials and labor, a statement from all subcontractors affirming that they have received payment in full, an itemized invoice reflecting actual costs paid and a bill of sale transferring the ownership of the sewer line and appurtenances to the City.

C. The City agrees, by its acceptance of the Project, to be responsible for the operation and maintenance thereof, except as is otherwise provided in Section X hereof which pertains to repairs that are necessitated by any defective material or faulty workmanship in the construction and installation of the Project or the faulty design thereof.

SECTION VI - TIME OF PERFORMANCE

This Agreement shall become effective upon the execution hereof and the right of the Developer to reimbursement hereunder shall cease and terminate when the Developer has received full reimbursement of the costs which are incurred therefor.

SECTION VII - LIMITATION ON AMOUNT OF REIMBURSEMENT

The right of reimbursement for the over-sizing shall be limited to the estimated costs of the over-sizing which are set forth on Exhibit "B" or the actual direct costs which are attributable to the over-sizing, whichever is the lesser.

SECTION VIII - GUARANTEE OF RIGHT OF ACCESS

A. In order to guarantee that the City will have access to any and all portions of the Project for the purpose of maintaining and repairing the same, the Developer hereby agrees that:

1. Except as is otherwise provided in Paragraph 3 hereof the Developer will dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is twenty (20) feet in width, extending the length of the Project, and which contains the Project;

2. If the Project is installed on privately owned lands, other than lands which are owned by the Developer, the Developer will obtain and dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is twenty (20) feet in width, extending the length of the Project, and which contains the Project;

3. If the land in which the Project is installed will become part of a street which will be dedicated for public use, as a part of the Development, the right of access shall be included in the dedication of that street; and

4. Any such dedication shall provide therein that no building, structure, tree, shrub or other improvement or obstacle may be placed in or near the area which is dedicated thereby in such a manner as to interfere with the use of such strip of land in accordance with the provisions hereof, and any easement which is conveyed to the City shall additionally provide for the right of the City to operate, maintain, repair, replace or relocate the Project or to alter the size, number of pipelines or other appurtenances which are installed therein.

SECTION IX - RIGHT OF INSPECTION

The City shall have the right, but not the obligation, at any time and from time to time to inspect the construction and installation of any part of the Project. The Developer agrees that any inspection of the installation of the Project which is conducted by the City hereunder or the City's subsequent acceptance of the Project shall not relieve or release the Developer from its

responsibility to correct any defective material or faulty workmanship, or both, in the construction and installation of the Project or any problem which results from the negligent design thereof as provided in Section X hereof.

SECTION X - CORRECTION OF DEFECTIVE MATERIALS, FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

The Developer hereby accepts full responsibility for the quality of the materials and workmanship in the construction and installation of the Project and for the design thereof and covenants and agrees, for a period of one (1) year after the City's acceptance of the Project and upon notification by the City, to correct any defective material or faulty workmanship, or both, in the construction and installation of the Project and any problem which results from the negligent design of the Project. In the event that the Developer fails or refuses to make any such correction, the City shall have the right, but not the obligation, to repair the Project and the Developer hereby agrees to reimburse the City for the costs which it incurs in so doing.

SECTION XI: INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, Developer shall protect, indemnify and hold harmless the City, its officers and employees from any and all claims, damages, losses, expenses,

suits, actions, decrees, judgements, attorney fees and court costs which the City, its officer or employees may suffer, or which may be sought against, recovered from or obtainable against the City, its officers or employees as a result of, by reason of, or arising out of the negligent acts or omissions of the Developer, its subcontractors, or agents or anyone employed by the Developer or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

It is expressly agreed that the City and the Developer shall each initially pay their respective costs in defending themselves in any and all suits or actions which may be brought against them, their officers or employees because of, or by reason of, the negligent act or omission of either of them unless such suit or action is defended on their behalf by the PROJECT contractor. However, the parties hereto agree that in the event the suit or action is reduced to judgment then the cost of such defense shall be ultimately divided or distributed between the parties in the following manner:

A. An adjudication by the court or trier of fact that neither the City nor the Developer is responsible or liable for the plaintiffs' injuries or damages, then each party shall bear its own costs and expenses of litigation.

B. An adjudication by the court or trier of fact that the Developer is solely or partly responsible and liable for the plaintiffs' injuries or damages while the City is relieved of any responsibility and liability, then the Developer shall reimburse the City for all of its costs and expenses of litigation;

C. An adjudication by the court or trier of fact that the City is solely or partly responsible for the plaintiffs' injuries or damages while the Developer is relieved of any responsibility and liability, then the City shall reimburse the Developer for its costs and expenses of the litigation;

D. An adjudication by the court or trier of fact which determines responsibility and liability on a comparative basis between the parties, then the City and the Developer shall share in the total costs and expenses of litigation in that amount determined by multiplying the total percentage of fault or liability attributable to the respective parties by the total costs and expenses of litigation.

In the event that the suit or action is settled between the litigants, each party shall be responsible for all of its costs and expenses of litigation, unless the settlement agreement provides otherwise.

SECTION XII - OWNERSHIP OF PROJECT

A. Upon the completion of the Project, and as a condition precedent to the acceptance thereof by the City, the Developer agrees to furnish to the City a good and sufficient Bill of Sale which (i) includes all of the sewer lines and appurtenances which are components of the Project, (ii) attests to the fact that all of such components are free and clear of all liens and other encumbrances and (iii) conveys to the City all right, title and interest in and to the Project.

B. It is understood and agreed that the Project shall thereafter, upon its acceptance by the City, become and remain the exclusive property of the City.

SECTION XIII - RIGHT OF TERMINATION

A. Except for the obligation of the City which is provided for in subsection B of this Section XII, the City shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the Developer. Such notice shall be deemed to have been given on the date on which it is delivered in person to a representative of the Developer or is deposited with the United States Postal Service, postage prepaid and certified - return receipt requested, and addressed to the Developer at 500 Pilot Road, Suite G, Las Vegas, Nevada 89119 or such

other address as the Developer may hereafter, from time to time, designate to the City in writing.

B. Any funds which have been expended by or on behalf of the Developer for the construction and installation of the Project as of the date of the Developer's receipt of such written notice shall be reimbursed to the Developer as hereinabove provided.

SECTION XIV - ASSIGNMENT

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors, legal representatives and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 11/16/10

CITY ATTORNEY

ATTEST: CITY OF LAS VEGAS

_____ BY: _____

BEVERLY K. BRIDGES, CITY CLERK OSCAR B. GOODMAN, MAYOR

WILLIAM LYON HOMES, INC., A CALIFORNIA CORPORATION

ATTEST:

See Notary Below BY: _____

Name, Title TERRY CONNELLY, VICE PRESIDENT

STRATTON 35 - FLAGSTONE SEWER REFUNDING AGREEMENT

ERICA J. MORALES
Notary Public, State of Nevada
Appointment No. 06-109216-14
My Appt. Expires June 26, 2014



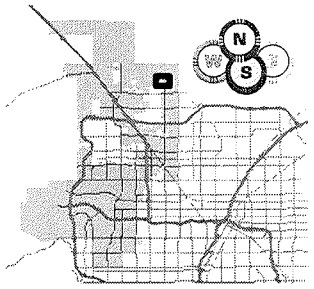
CITY OF LAS VEGAS NEVADA

Public Works

Collection System Planning

Exhibit A

Stratton 35 - Flagstone
Oversizing Agreement



GIS Maps are normally produced only to meet the needs of the City

Due to continuous development activity this map is for reference only.

Geographic Information System

Created by Engineering Planning
Tel (702) 229-6541

EXHIBIT "B"
COST OF CONSTRUCTION

1. Developer: William Lyon Homes, Inc.
   500 Pilot Road, Suite G
   Las Vegas, NV 89119

2. Development: Stratton 35 - Flagstone

3. Engineer: Taney Engineering
   4445 S. Jones Boulevard, Suite #1
   Las Vegas, NV 89103

4. Basis for Over-sizing Costs - Prices for the over-sizing portion of this agreement are based upon the lowest cost differential as submitted by:

   Freedom Underground, LLC
   6555 W. Gary Ave, Suite #1
   Las Vegas, NV 89139

Over-sizing Portion of the Project - 8-inch to 18-inch

18" SDR35 Sewer (10-12)	LF	2033	$50.00	$101,650.00
60" SSMH (12-14)	EA	2	$4,500.00	$9,000.00
60" SSMH (10-12)	EA	4	$4,500.00	$18,000.00
Traffic Control, Plate Rental, Temp Asphalt	EA	1	$14,000.00	$14,000.00
Shoring and Trench Safety	EA	1	$4,000.00	$4,000.00
Haul Off Non Screenable Material/Asphalt	EA	1	$2,500.00	$2,500.00
		Total Over-Size Item Costs		$149,150.00

Project Costs without Over-sizing

8" SDR35 Sewer (10-12)	LF	2033	$25.00	$50,825.00
48" SSMH (12-14)	EA	2	$2,400.00	$4,800.00
48" SSMH (10-12)	EA	4	$2,300.00	$9,200.00
Traffic Control, Plate Rental, Temp Asphalt	EA	1	$14,000.00	$14,000.00
Shoring and Trench Safety	EA	1	$4,000.00	$4,000.00
Haul Off Non Screenable Material/Asphalt	EA	1	$2,500.00	$2,500.00
		Total Costs without Over-Sizing		$85,325.00

Pipe Oversizing Reimbursable Amount $63,825.00

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Second Supplemental Interlocal Contract LAS01D09 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase the design engineering funding in the amount of $200,000 for the design of the Angel Park North - Detention Basin project bounded by Vegas Drive to the north, Venetian Strada to the south, Durango Drive to the east and Rampart Boulevard to the west ($200,000 - Road and Flood Capital Project Fund [CPF]) – Wards 2 and 4 (Wolfson and Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: Road and Flood CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
On December 10, 2009, the Clark County Regional Flood Control District approved an Interlocal Contract with the City for the design and environmental mitigation of Angel Park North - Detention Basin. The First Supplemental Interlocal Contract dated May 20, 2010 was approved to increase design funding. This Second Supplemental Interlocal Contract is to increase design funding in the amount of $200,000. This additional funding is needed to incorporate a 70% design submittal that will address a Probable Maximum Flood (PMF) analysis and incorporate a storm water quality feature for the Angel Park North – Detention Basin. The funding source is the Clark County Regional Flood Control District. The Clark County Regional Flood Control District approved this Contract at its November 10, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS01D09

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

ANGEL PARK NORTH – DETENTION BASIN

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 10th day of November, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Numbers APNO 0001, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, an Interlocal Contract dated December 10, 2009 and a First Supplemental Interlocal Contract dated May 20, 2010 for the engineering design of the Angel Park North – Detention Basin were entered into between the DISTRICT and the CITY; and

WHEREAS, the City desires to increase funding for design engineering; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECTS COSTS shall be revised as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed $535,000.

2. Environmental Mitigation in an amount not to exceed $15,000.

3. The total cost of this Contract shall not exceed $550,000 which includes all the items described in the paragraphs above.

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

The remainder of the original Interlocal Contract dated December 10, 2009 and First Supplemental Interlocal Contract dated May 20, 2010 shall remain unchanged.

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IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 11/29/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

November 10, 2010

Regional Flood Control District

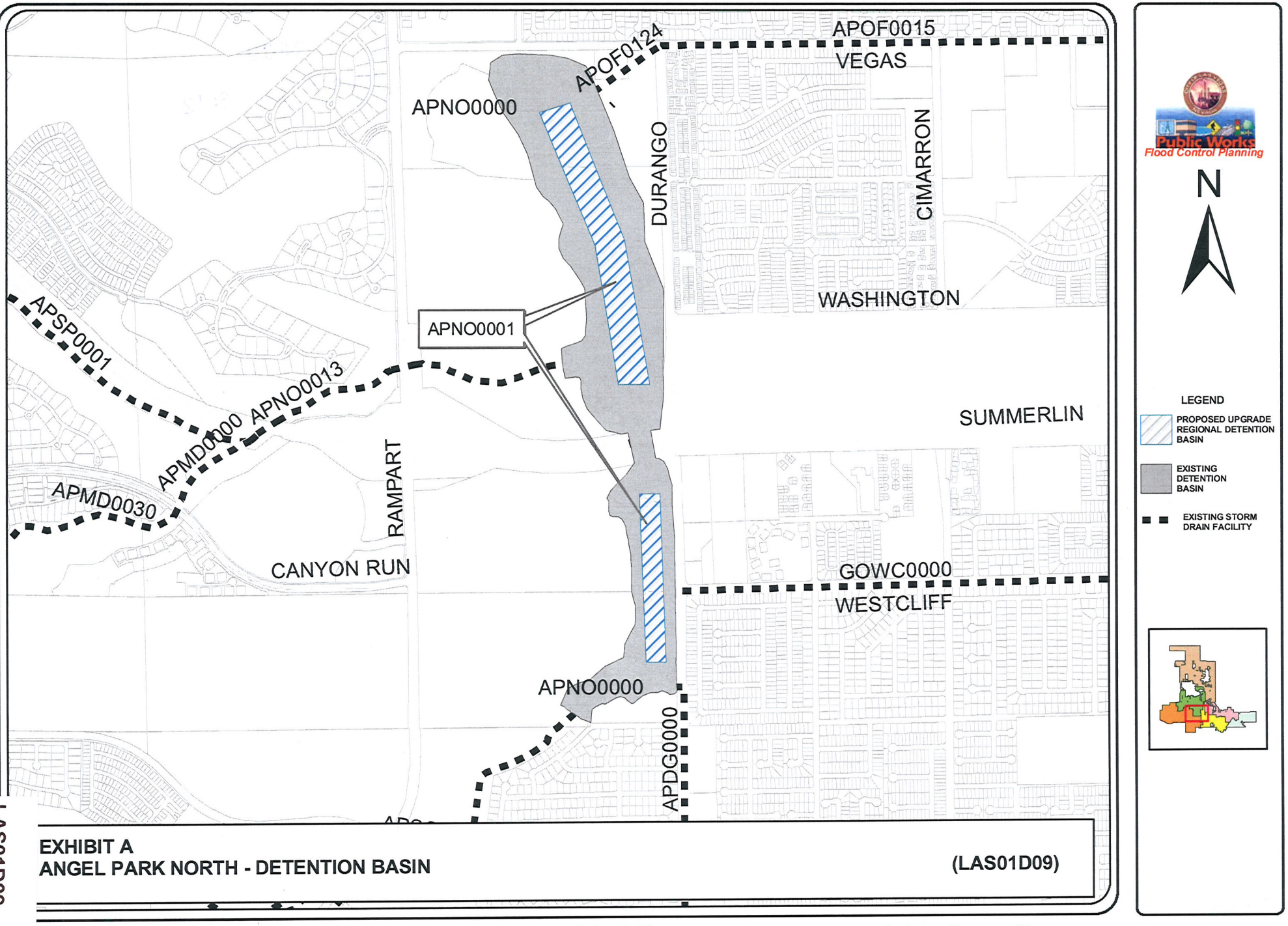
By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Christopher Figgins Nov 10, 2010
Christopher Figgins Date
Chief Deputy District Attorney


APOF0015
VEGAS
APOF0124
APNO0000
DURANGO
CIMARRON
WASHINGTON
APNO0001
APSP0001
APNO0013
APMD0000
APMD0030
RAMPART
SUMMERLIN
CANYON RUN
GOWC0000
WESTCLIFF
APNO0000
APDG0000
Public Works
Flood Control Planning
N
LEGEND
PROPOSED UPGRADE REGIONAL DETENTION BASIN
EXISTING DETENTION BASIN
EXISTING STORM DRAIN FACILITY
LAS01D09
EXHIBIT A
ANGEL PARK NORTH - DETENTION BASIN
(LAS01D09)
F:\IEDepot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Angel Park North - Detention Basin (LAS01D09)_10232009.mxd
Due to continuous development activity this map is for reference only.
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670
1,340
Feet

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Sixth Supplemental Interlocal Contract LAS05E03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to June 30, 2012 for the Oakey - Meadows Storm Drain (from Sahara Avenue to Meadows Detention Basin along Valley View Boulevard, Edmond Street and Arville Street) - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
On August 14, 2003 the Clark County Regional Flood Control District approved an Interlocal Contract with the City for design of Oakey - Meadows Storm Drain. On July 13, 2006, the First Supplemental Interlocal Contract extended the project completion date. On November 9, 2006, the Second Supplemental Interlocal Contract provided funding for costs associated with right-of-way activities. On August 9, 2007, the Third Supplemental Interlocal Contract provided additional funds for the engineering design of the project. On March 13, 2008, the Fourth Supplemental Interlocal Contract provided additional design funds. On August 14, 2008, the Fifth Supplemental Interlocal Contract extended the project completion date. This Sixth Supplemental Contract extends the contract completion date to June 30, 2012 to complete the phased project. The Clark County Regional Flood Control District approved this Contract at its November 10, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Sixth Supplemental Interlocal Contract LAS05E03

SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT

OAKEY – MEADOWS STORM DRAIN

THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 10th day of November, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan, as Structure Numbers MEOK 0000, 0017, 0048, 0070, 0079, 0091, 0110, 0150, 0160, 0191, 0204, and 0217, and LCME 0026, 0028, 0040, 0070 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, the Interlocal Contract dated August 14, 2003 and Supplemental Interlocal Contracts dated July 13, 2006, November 9, 2006, August 9, 2007, March 13, 2008, and August 14, 2008 for the engineering design for Oakey – Meadows Storm Drain were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL paragraph 15 shall be revised as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2012. The DISTRICT may, at any time thereafter, grant extensions or terminate this CONTRACT after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 14, 2003, the First Supplemental Interlocal Contract dated July 13, 2006, the Second Supplemental Interlocal Contract dated November 9, 2006, the Third Supplemental Interlocal Contract dated August 9, 2007, the Fourth Supplemental Interlocal Contract dated March 13, 2008, and the Fifth Supplemental Interlocal Contract dated August 14, 2008, shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Sixth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

Date of District Action

November 10, 2010

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Regional Flood Control District

By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: _____
Beverly K. Bridges, MMC
City Clerk

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: John S. Ridilla 11/29/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Approved as to Form

By: Nov 10, 2010
Christopher Figgins Date
Chief Deputy District Attorney

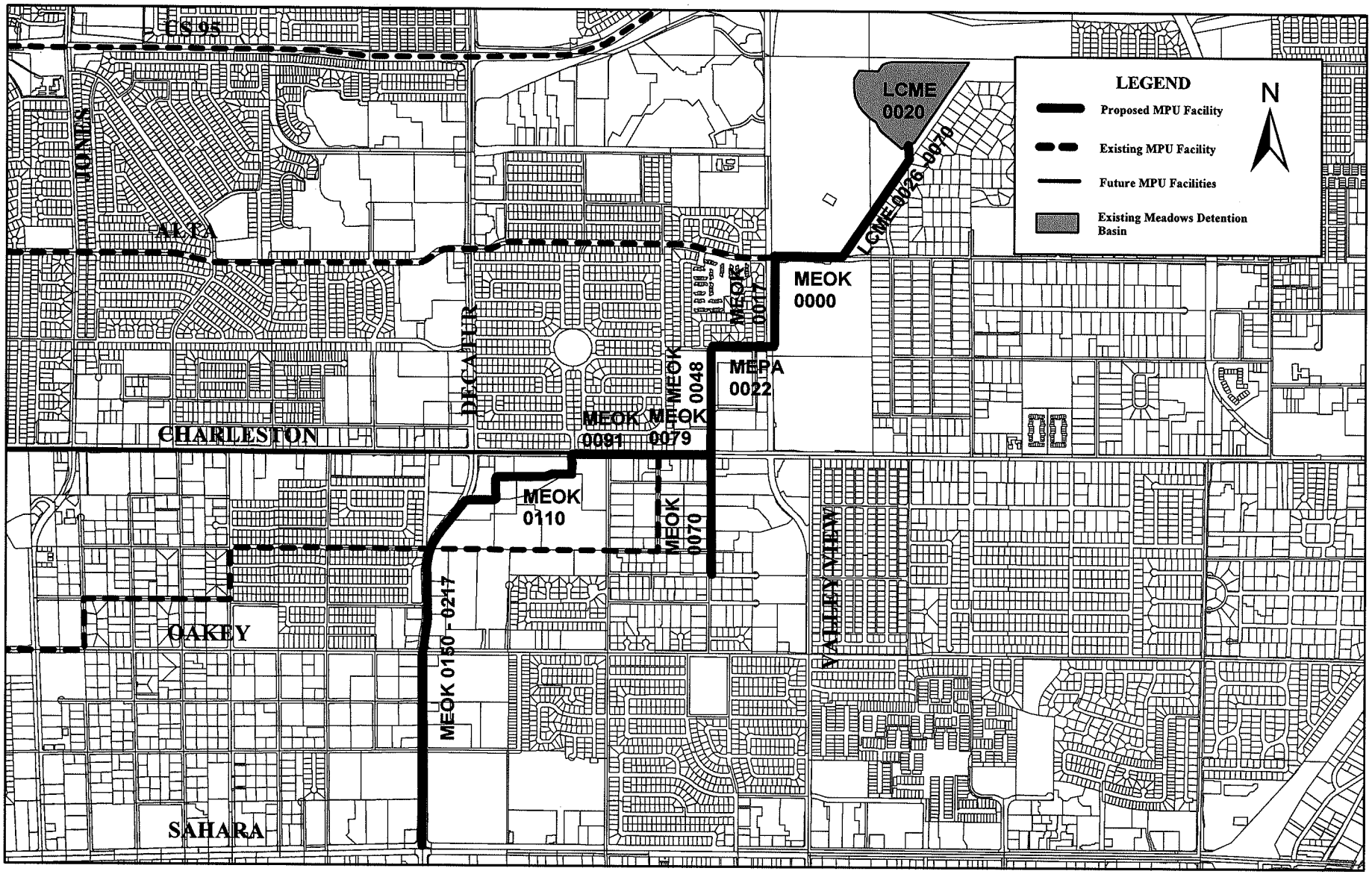


Exhibit A: Oakey - Meadows Storm Drain
LAS 05E03

LAS05E03

F:\\Depot\Engineering Planning\Flood\ArcView\CCRFCD\Exhibit A Oakey-Meadows Storm Drain Phase I 10-20-08

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Third Supplemental Interlocal Contract LAS22B05 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to June 30, 2011 for the Las Vegas Wash - Jones Boulevard, Elkhorn Road to Farm Road - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
On August 11, 2005 the Clark County Regional Flood Control District approved an Interlocal Contract with the City for design of Las Vegas Wash - Jones Boulevard, Elkhorn Road to Farm Road. The First Supplemental Interlocal Contract dated June 14, 2007 was approved to extend the project completion date. The Second Supplemental Interlocal Contract dated April 9, 2009, was approved to extend the project completion date. This Third Supplemental Interlocal Contract is to extend the project completion date to June 30, 2011 to allow for project close out. The Clark County Regional Flood Control District approved this Contract at its November 10, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Supplemental Interlocal Contract LAS22B05

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT

LAS VEGAS WASH – JONES BOULEVARD, ELKHORN ROAD TO FARM ROAD

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 10th day of November 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Number LVMJ 0000 hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated August 11, 2005 and Supplemental Interlocal Contracts dated June 14, 2007 and April 9, 2009 for the engineering design were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 14 shall be revised to read as follows:

14. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated August 11, 2005, First Supplemental Interlocal Contract dated June 14, 2007 and Second Supplemental Interlocal Contract dated April 9, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Third Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

Date of District Action

November 10, 2010

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Regional Flood Control District

By: Laurence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to form

By: John S. Ridilla 11/29/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Approved as to Form

By: Nov 10, 2010
Christopher Figgins Date
Chief Deputy District Attorney

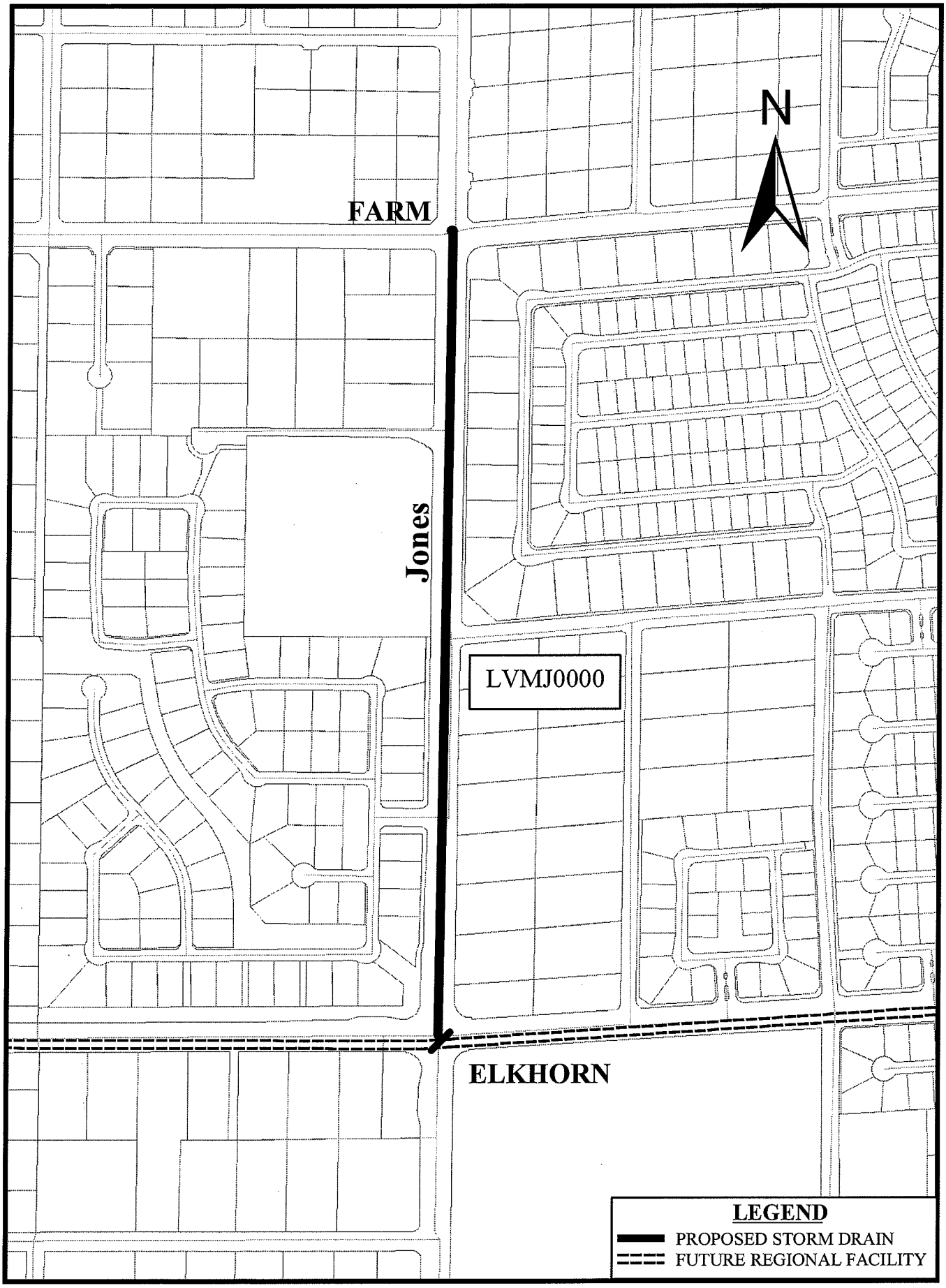


EXHIBIT A
LAS VEGAS WASH - JONES (ELKHORN TO FARM) - LAS22B05

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LAS22B05

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Second Supplemental Interlocal Contract LAS22J08 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to June 30, 2011 for the Las Vegas Wash - Jones Boulevard, Elkhorn Road to Farm Road - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
On July 10, 2008 the Clark County Regional Flood Control District approved an Interlocal Contract with the City for construction of Las Vegas Wash - Jones Boulevard, Elkhorn Road to Farm Road. The First Supplemental Interlocal Contract dated April 9, 2009 was approved to decrease the construction funding and extend the project completion date. This Second Interlocal Contract extends the project completion date to June 30, 2011 to allow for project close out. The Clark County Regional Flood Control District approved this Contract at its November 10, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Second Supplemental Interlocal Contract LAS22J08

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

LAS VEGAS WASH – JONES BOULEVARD, ELKHORN ROAD TO FARM ROAD

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 10th day of November, 2010 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2008 Master Plan Update as Facility Number LVMJ 0000 hereinafter referred to as PROJECT; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and

WHEREAS, an Interlocal Contract dated July 10, 2008 and First Supplemental Interlocal Contract dated April 9, 2009 for the construction of the Las Vegas Wash – Jones Boulevard, Elkhorn Road to Farm Road were entered into between the DISTRICT and the CITY; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 30, 2011. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated July 10, 2008 and the First Supplemental Interlocal Contract dated April 9, 2009 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Attest

By: _____
Beverly K. Bridges, CMC
City Clerk

Approved as to Form

By: John S. Ridilla 11/29/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

November 10, 2010

Regional Flood Control District

By: Lawrence L Brown III
Lawrence L. Brown, III,
Chairman

Attest

By: Carolyn Frazier
Carolyn Frazier
Secretary to the Board

Approved as to Form

By: Chris Figgins Nov 10 2010
Christopher Figgins Date
Chief Deputy District Attorney

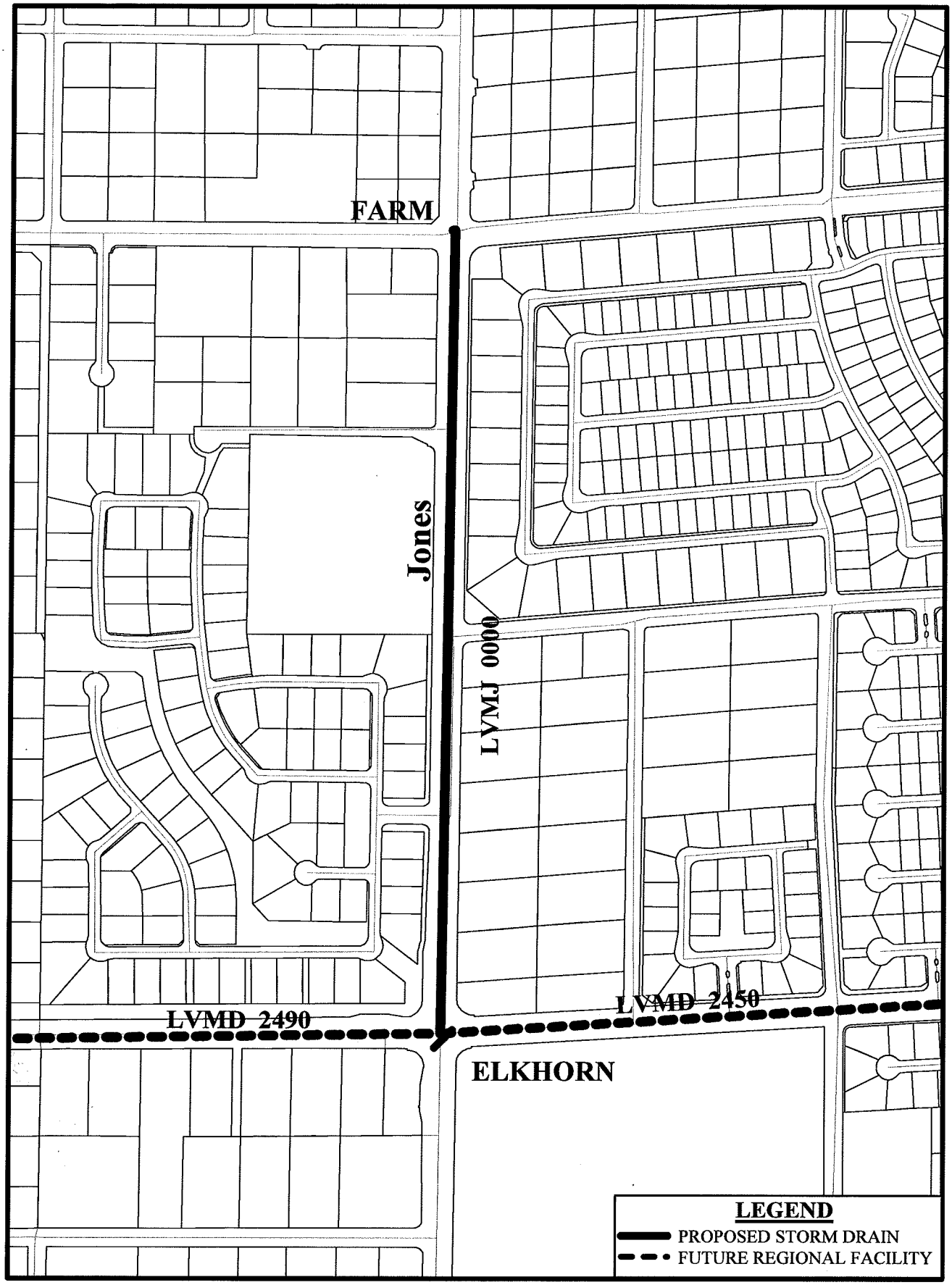


EXHIBIT A

LAS VEGAS WASH - JONES (ELKHORN TO FARM) - LAS22J08

F:\#Depot\Engineering_Planning\Flood\ARCVIEW\Exhibit A - Jones - Elkhorn to Horse

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval for a Grant of Easement and Rights-of-Way from City of Las Vegas to Las Vegas Valley Water District for a portion of Lot 6 of that Commercial Subdivision known as Amended map for Las Vegas Enterprise Park lying within the Northeast Quarter of Southwest Quarter of Section 21, Township 20 South, Ranch 61 East Mount Diablo Meridian located South of Mount Mariah Drive and East of Stella Lake Street - APN 138-21-313-016 - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This easement and rights of way will allow water service for the Fire Station 106 Stella Lake and Mount Mariah Project

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Easement and Rights-of-Way

APN: 139-21-313-016

When Recorded Return To:
Las Vegas Valley Water District
Attn: Land Acquisition and Management (M/S 95)
P. O. Box 99956
Las Vegas, Nevada 89193-9956

LAS VEGAS VALLEY WATER DISTRICT

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between CITY OF LAS VEGAS,
Party of the First Part, hereinafter known as the "GRANTOR(s)", and the **LAS VEGAS VALLEY WATER DISTRICT**, a quasi-municipal corporation of the State of Nevada, Party of the Second Part, hereinafter known as the "GRANTEE".

WITNESSETH

That the GRANTOR(s), for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, an Easement and Rights-of-Way for the construction, operation, maintenance, repair, renewal, reconstruction, and removal of water pipelines and appurtenances with the rights of ingress and egress, over, above, across, and under that certain parcel of land described as follows:

See Exhibit "A", attached hereto and made a part hereof.

The GRANTOR(s), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes, and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted.

2. The GRANTEE shall not be liable for any damage to any of the GRANTOR's improvements placed upon said parcel due to the GRANTEE's necessary operations using reasonable care.

APN: 139-21-313-016

GRANTOR: CITY OF LAS VEGAS

3. Should any of the GRANTEE's facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(s), or its successors and assigns shall bear the full cost of such relocation or repair, unless changes done with the written consent of the GRANTEE.

Signator for GRANTOR(s) warrant that they have the legal authority to bind the parties hereto and GRANTOR(s) warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the GRANTOR(s) has hereunto set his/her/their hand/hands this _____ day of _____, 20____.

_____ _____

_____ _____

Approved as to form
John S. Ridilla 12/3/10
John S. Ridilla Date
Deputy City Attorney

State of Nevada)
) ss
County of Clark)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that _he_ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

_____ _____

Notary Public Notary Seal/Stamp

APN: 139-21-313-016

GRANTOR: CITY OF LAS VEGAS

Exhibit "A"

EXHIBIT "A"

APN # 139-21-313-016
GRANTOR: CITY OF LAS VEGAS
OCTOBER 15, 2010
BY: ARR
P.R. BY: HJB

EXPLANATION:
THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF MOUNT MARIAH DRIVE AND EAST OF THE STELLA LAKE STREET, FOR LVVWD WATER EASEMENT PURPOSES.

LEGAL DESCRIPTION
LVVWD EASEMENT

BEING A PORTION OF LOT 6 OF THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 77 OF PLATS, AT PAGE 56, LOCATED WITHIN THE NORTHEAST (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MOUNT MARIAH DRIVE AND STELLA LAKE STREET, SAME BEING THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 500.00 FEET. A RADIAL LINE TO THIS POINT BEARS SOUTH 89°43'00" EAST; THENCE, SOUTHERLY 44.31 FEET ALONG THE CENTERLINE OF SAID STELLA LAKE STREET AND SAID CURVE THROUGH A CENTRAL ANGEL OF 05°04'38"; THENCE SOUTH 05°21'06" WEST CONTINUING ALONG SAID CENTERLINE, 278.90 FEET; THENCE SOUTH 84°38'54" EAST, DEPARTING THE CENTERLINE OF SAID STELLA LAKE STREET, 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID STELLA LAKE STREET, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 84°38'54" EAST, 16.50 FEET; THENCE SOUTH 05°21'06" WEST, 24.00 FEET; THENCE NORTH 84°38'54" WEST, 16.50 RETURNING TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 05°21'06" EAST ALONG SAID EASTERLY RIGHT-OF-WAY, 24.00 FEET TO THE **POINT OF BEGINNING**.

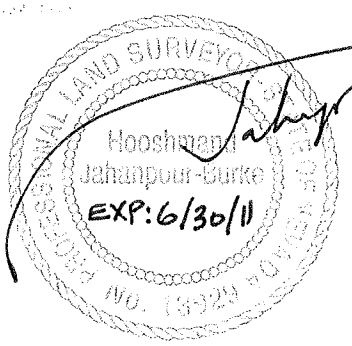
APN # 139-21-313-016
GRANTOR: CITY OF LAS VEGAS
OCTOBER 10, 2010
BY: ARR
P.R. BY: HJB

LEGAL DESCRIPTION CONTINUED

CONTAINING 396 SQUARE FEET, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

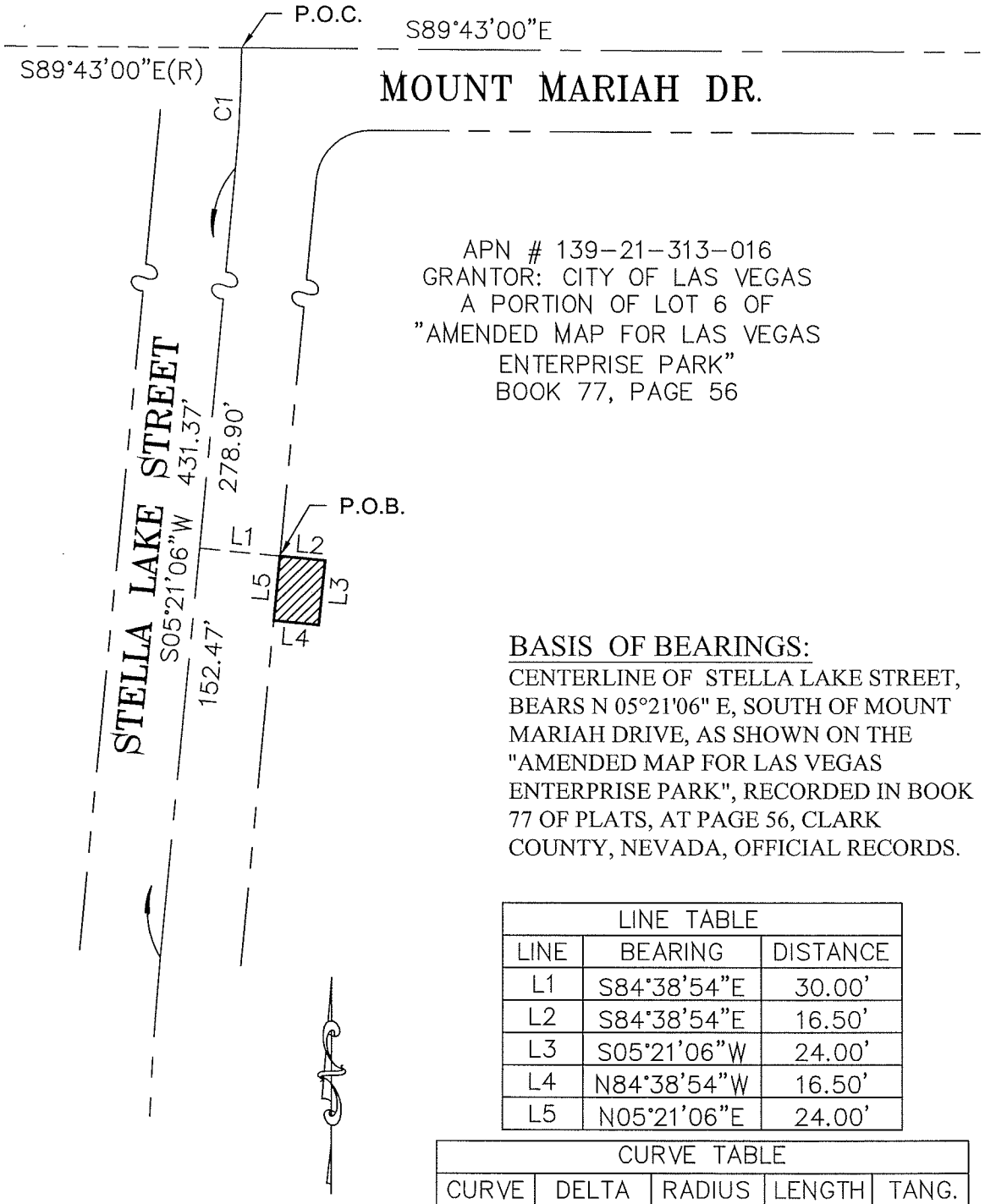
BASIS OF BEARINGS:
SOUTH 05°21'06" WEST, BEING THE CENTERLINE OF STELLA LAKE DRIVE AS SHOWN ON THAT COMMERCIAL SUBDIVISION KNOWN AS "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK" ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN BOOK 77 OF PLATS, AT PAGE 56, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SOUTHWEST QUARTER (SW 1/4) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

END OF DESCRIPTION.



10/18/2010

3001 RONEMUS DRIVE,
LAS VEGAS, NV 89128



APN # 139-21-313-016
GRANTOR: CITY OF LAS VEGAS
A PORTION OF LOT 6 OF
"AMENDED MAP FOR LAS VEGAS
ENTERPRISE PARK"
BOOK 77, PAGE 56

BASIS OF BEARINGS:

CENTERLINE OF STELLA LAKE STREET, BEARS N 05°21'06" E, SOUTH OF MOUNT MARIAH DRIVE, AS SHOWN ON THE "AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK", RECORDED IN BOOK 77 OF PLATS, AT PAGE 56, CLARK COUNTY, NEVADA, OFFICIAL RECORDS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S84°38'54"E	30.00'
L2	S84°38'54"E	16.50'
L3	S05°21'06"W	24.00'
L4	N84°38'54"W	16.50'
L5	N05°21'06"E	24.00'

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANG.
C1	5°04'38"	500.00'	44.31'	22.17'

SHEET 1 OF 1 SCALE: 1"=60'

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF SW 1/4 OF S. 21 T20S, R61E. M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS – SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: FIRE STATION 103
DRAWN BY: HJB
CHECKED BY: ARR
DATE: 10/15/2010

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 50 100 200 400 600 800

AVERAGE OA VALUE 35

ASSESSOR'S PARCELS - CLARK CO., NV.

M. W. Schofield, Assessor

BOOK T20S R61E | SEC 21 | MAP N 2 SW 4 | 139-21-3

	R60E	R61E	R62E
T19S	125	124	123
T20S	138	139	140
T21S	163	162	161

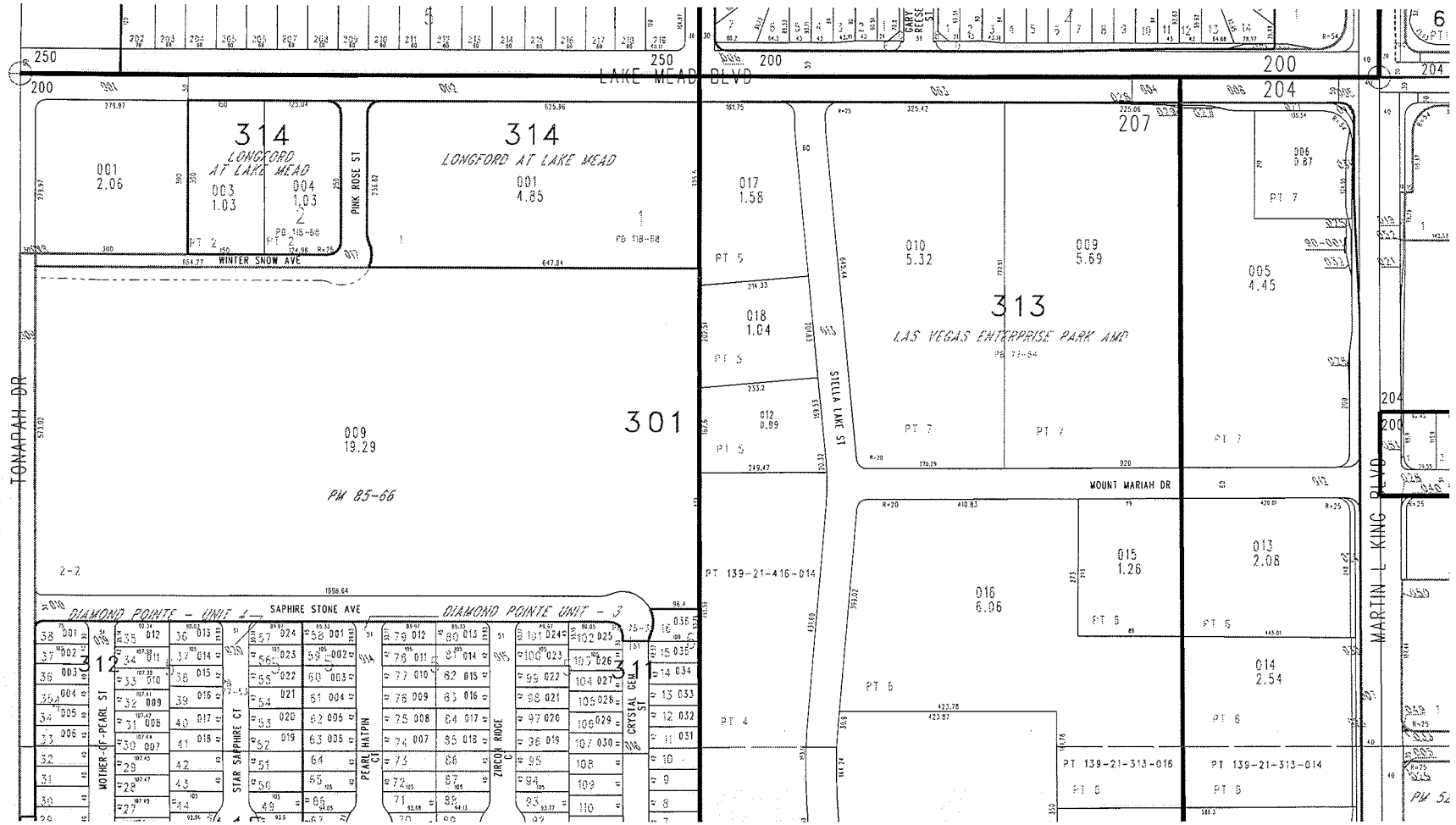
6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

8	4	8	4
5	1	5	1
6	2	6	2
7	3	7	3
8	4	8	4
5	1	5	1

MAP LEGEND

- PARCEL BOUNDARY
- SUBD BOUNDARY
- ROAD EASEMENT
- PM/LD BOUNDARY
- NON-PARCEL LOT LINE
- MATCH LINE / LEADER LINE
- 001 ROAD ID NUMBER
- 001 / 1.00 PARCEL NUMBER / ACREAGE
- 202 PARCEL SUB/SEQ NUMBER
- PB 25-45 PLAT RECORDING NUMBER
- 5 BLOCK NUMBER
- 5 LOT NUMBER
- GLS GOV. LOT NUMBER

Scale:1"=200' Rev:03/03/10



TAX DIST 200,204,207

951005.00356

RE-RECORD

951005:00356

36

AMT RCPTS 2,326.35
APN 139-21-402-003 /139-21-402-004

RE-RECORDED
GRANT, BARGAIN AND SALE DEED

950106.00512
RE-RECORDED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Grantor(s) described on "Exhibit A" attached hereto and made a part hereof

hereby GRANT(S), BARGAIN(S), SELL(S) and CONVEY(S) to CITY OF LAS VEGAS, a Municipal Corporation

that property in Clark County, Nevada,
described as:

* * * See "Exhibit B" attached hereto and made a part hereof. * * *

THIS DOCUMENT HAS BEEN SIGNED IN COUNTERPART

********This Document is being re-recorded to correct the Grantors**********

This document is being re-recorded to correct the legal description.

Dated September 2, 1994

**********SEE ATTACHED SIGNATURE PAGES**********

STATE OF NEVADA
COUNTY OF _____

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared

_____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

Name _____ (typed or printed)

(This area for official notarial seal)

RACK BELOW THIS LINE FOR RECORDER'S USE

Title Order No. 93-21-7209B

Escrow No. 93-21-7209B-JF

WHEN RECORDED MAIL TO

Name / Street Address / City & State

CITY OF LAS VEGAS
400 E. Stewart Ave, 10th Floor
Las Vegas, NV 89101
Attn: Nick De Ambrosio
Economic Division

PTOS-4(6/94

POSTED M-21-7 RR 1/19/96

951005:00356

950106.00512
950113.00496

Order No. 93-21-7209B-JF

Exhibit "A"

Grantors:

WILLIAM STEINBERG and SYLVIA STEINBERG, as Trustees of the Steinberg Trust, dated May 27, 1982, as to an undivided 2/9 interest; MELBA BERNFELD, as Successor Trustee of the Joseph and Melba Bernfeld Living Trust, dated April 27, 1987, as to an undivded 2/27th interest; L & J Cohen Trust, dated March 13, 1987, as to an undivided 1/54th interest; Edna Rose Crane Irrevocable Trust, as to an undivided 1/3 interest; MARK G. KOGUT, Trustee of the Kogut Family Trust U/T/A, dated December 18, 1985, as to an undivided 1/6th interest; MARK G. KOGUT, Trustee of the Debbie Lynn Kogut Trust U/T/A, dated September 20, 1985, as to an undivided 1/12th interest; and MARK G. KOGUT, Trustee of the Tracy Renee Kogut Trust U/T/A, dated September 20, 1985, as to an undivided 1/12th interest; and JOAN F. COHEN, as to an undivided 1/54 interest.

951005:00356

950106.00512

Order No. : 93-21-7209B-JF

"EXHIBIT B"

The land referred to is situated in the State of Nevada, County of Clark, City of Las Vegas, and is described as follows:

The Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B.&M., Clark County, Nevada.

EXCEPTING THEREFROM any portion lying within the boundaries of Parcel Two (2) hereinabove mentioned described on Exhibit "C" attached hereto

ALSO EXCEPTING THEREFROM the East Forty (40) feet as conveyed to the State of Nevada for road purposes by Deed recorded April 20, 1949 in Book 60 of Deeds, Page 33, as Document No. 310578 of Official Records.

FURTHER EXCEPTING THEREFROM that portion of said land as conveyed to the City of Las Vegas by Deed recorded November 24, 1965 as Document No. 541851 of Official Records.

FURTHER EXCEPTING THEREFROM the Southerly Fifty (50) feet as conveyed to the City of Las Vegas for road purposes by Deed recorded April 17, 1970 in Book 26 as Document No. 20075 of Official Records.

951005.00356

951005:00356

950106.00512

ATTACHED TO THAT CERTAIN GRANT, BARGAIN, SALE DEED DATED SEPTEMBER 2, 1994

SELLERS SIGNATURE PAGE

STEINBERG TRUST

By: _____
William Steinberg, Trustee

By: _____
Sylvia Steinberg, Trustee

JOSEPH & MELBA BERNFELD LIVING TRUST

By: _____
Melba Bernfeld, Trustee

_____
Joan F. Cohen, Individual

EDNA ROSE CRANE IRREVOCABLE TRUST

By: Gary E. Moller
Gary E. Moller, Trustee

L & J COHEN TRUST

By: _____
Joan F. Cohen, Executrix

KOGUT FAMILY TRUST U/T/A/, DEBBIE LYNN KOGUT TRUST U/T/A/ and the TRACY RENEE KOGUT TRUST U/T/A

By: _____
Mark G. Kogut, Trustee

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 14th day of SEPTEMBER, 1994 personally appeared before me, a notary public, -GARY E. MOLLER-

personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

NOTARY PUBLIC
County of Clark-State of Nevada
RACHAEL E. CORBETT
My Appointment Expires May 11, 1998

Rachael E. Corbett
Notary Public in and for said County and State

951005.00356

951005:00356 950106.00512

ATTACHED TO THAT CERTAIN GRANT BARGAIN SALE DEED DATED SEPTEMBER 2, 1994

SELLERS SIGNATURE PAGE

STEINBERG TRUST

By: _____
William Steinberg, Trustee

By: _____
Sylvia Steinberg, Trustee

JOSEPH & MELBA BERNFELD LIVING TRUST

By: _____
Melba Bernfeld, Trustee

Joan F. Cohen
Joan F. Cohen, Individual

EDNA ROSE CRANE IRREVOCABLE TRUST

By: _____
Gary E. Mohler, Trustee

L & J COHEN TRUST

By: Joan F. Cohen
Joan F. Cohen, Executrix

KOGUT FAMILY TRUST U/T/A/, DEBBIE LYNN KOGUT TRUST U/T/A/ and the TRACY RENEE KOGUT TRUST U/T/A

By: _____
Mark G. Kogut, Trustee

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 13th day of September, 1994, personally appeared before me, a notary public,
Joan F. Cohen
personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that she executed the instrument.

BLAINE S. RICHARD
COMM. #984488
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires FEB 2, 1996

Elaine S. Richard
Notary Public in and for said County and State

951005.00356

951005:00356

950106.00512

ATTACHED TO THAT CERTAIN GRANT, BARGAIN SALE DEED DATED SEPTEMBER 2, 1994

SELLERS SIGNATURE PAGE

STEINBERG TRUST

By: William Steinberg
William Steinberg, Trustee

By: Sylvia Steinberg
Sylvia Steinberg, Trustee

JOSEPH & MELBA BERNFELD LIVING TRUST

By: Melba Bernfeld
Melba Bernfeld, Successor Trustee

Joan F. Cohen, Individual

EDNA ROSE CRANE IRREVOCABLE TRUST

By: Gary E. Mohler, Trustee

L & J COHEN TRUST

By: Joan F. Cohen, Executrix

KOGUT FAMILY TRUST U/T/A/, DEBBIE LYNN KOGUT TRUST U/T/A/ and the TRACY RENEE KOGUT TRUST U/T/A

By: Mark G. Kogut, Trustee

State of CALIFORNIA
County of LOS ANGELES

On SEPT 23, 1994 before me, SYLVIA W. FRIEDMAN, NOTARY PUBLIC
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared WILLIAM STEINBERG & SYLVIA STEINBERG
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he/she~~/they executed the same in his/her/their authorized capacity(ies), and that by ~~his/her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OFFICIAL SEAL
SYLVIA W. FRIEDMAN
Notary Public-California
LOS ANGELES COUNTY
My Commission Expires
March 26, 1995

WITNESS my hand and official seal.

Sylvia W. Friedman
SIGNATURE OF NOTARY

951005.00356

951005:00356

950106.00512

ATTACHED TO THAT CERTAIN GRANT, BARGAIN, SALE DEED DATED SEPTEMBER 2, 1994

SELLERS SIGNATURE PAGE

STEINBERG TRUST

By: William Steinberg, Trustee

By: Sylvia Steinberg, Trustee

JOSEPH & MELBA BERNFELD LIVING TRUST

By: Melba Bernfeld, Trustee

Joan F. Cohen, Individual

EDNA ROSE CRANE IRREVOCABLE TRUST

By: Gary E. Mohler, Trustee

L & J COHEN TRUST

By: Joan F. Cohen, Executrix

KOGUT FAMILY TRUST U/T/A/, DEBBIE LYNN KOGUT TRUST U/T/A/ and the TRACY RENEE KOGUT TRUST U/T/A

By: [redacted]

STATE OF ~~NEVADA~~ CALIFORNIA

COUNTY OF LOS ANGELES

On September 9, 1994 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark G/ Kogut

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature JoAnn Bone

Name JoAnn Bone (typed or printed)

JOANN BONE
COMM. # 1036203
Notary Public — California
LOS ANGELES COUNTY
My Comm. Expires AUG 21, 1998

(This area for official notarial seal)

951005.00356

951005:00356

950106.00512

NOTARY ACKNOWLEDGEMENT ATTACHED TO THAT CERTAIN GRANT, BARGAIN SALE DEED DATED 09/02/1994

State of California }
County of Los Angeles }

On September 26, 1994, before me, Elizabeth Bullock,
personally appeared Melvin Rowland,

☐ personally known to me - or - ☑ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

OFFICIAL SEAL
ELIZABETH SULLOCK
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
100000G
My Comm. Expires August 15, 1997

RE-RECORDED

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
OLD REPUBLIC TITLE COMPANY OF NE
01-13-95 08:00 OFFICIAL RECORDS 8
BOOK: 950113 INST: 00496
FEE: .00 RPTT: EX#003

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
OLD REPUBLIC TITLE COMPANY OF NE
01-06-95 08:00 OFFICIAL RECORDS 8
BOOK: 950106 00512
FEE: .00 RPTT: 2,326.35

951005.00356

EXHIBIT "C"

PARCEL TWO (2):

That portion of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.B.&M., described as follows:

COMMENCING at the Northeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 21;
THENCE North 89°32'33" West along the North line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 21, a distance of 40.00 feet to a point in the West line of that parcel of land, 40.00 feet wide (Highland Drive) conveyed to the State of Nevada by Deed recorded April 20, 1949 as Document No. 310578 of Clark County Official Records;
THENCE South 0°17'00" West along the West line of Highland Drive a distance of 674.38 feet to the TRUE POINT OF BEGINNING;
THENCE North 89°32'34" West a distance of 1292.14 feet to a point in the West line of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 21;
THENCE South 00°19'39" West along the West lines of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 21, a distance of 674.10 feet;
THENCE South 89°32'35" East a distance of 1292.66 feet to a point in the aforementioned West line of Highland Drive;
THENCE North 00°17'00" East along the West line of Highland Drive, a distance of 674.10 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the East Forty (40) feet as conveyed to the State of Nevada for road purposes by Deed recorded April 20, 1949 in Book 60 of Deeds, Page 33, as Document No. 310578 of Official Records.

APPEARS RECORDER COUNTED THE BACKSIDE OF PAGE 8,
WHICH IS ONLY THE REC'D DATE FOR THE RECORDER"S OFFICE,
THEREFORE 10 PAGES.

RECORDED

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
OLD REPUBLIC TITLE COMPANY OF NE

10-05-95 09:11 DB1 10

BOOK: 951005 OFFICIAL RECORDS INST: 00356

FEE: 16.00 RPTT: EX#003

951005:00356

JUDITH A. VANDEVER OF CLARK COUNTY, NEVADA, CERTIFIES THIS AS A TRUE COPY IF IMPRESSED WITH RECORDER'S SEAL

SEP 28 '95

CLARK COUNTY RECORDER

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a request to install speed humps on Dorrell Lane between Fort Apache Road and Durango Drive ($10,400 - Traffic Improvements Capital Project Fund [CPF]) - Ward 6 (Ross)

Fiscal Impact

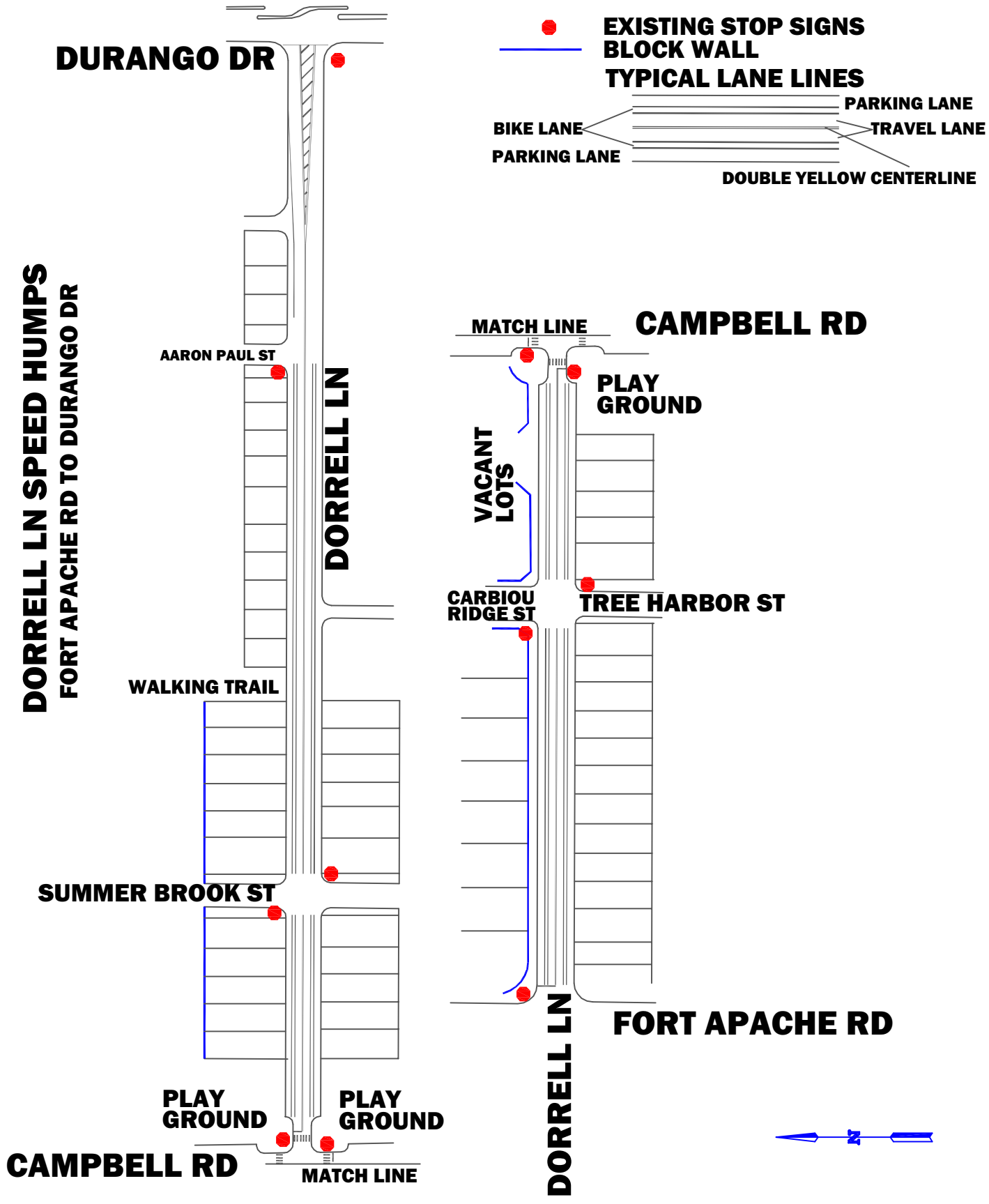
☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $10,400
Funding Source: Traffic Improvements CPF
Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:
The Traffic Engineering Division received a request to install speed humps on Dorrell Lane between Fort Apache Road and Durango Drive. Studies conducted on this street showed that the 85th percentile speed was 39 mph and the volume of traffic was 769 vehicles per day. A total of 40 points is recommended for the installation of speed humps, and Dorrell Lane accumulated 53 points. Dorrell Lane is not an emergency response route.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
Map


DURANGO DR
EXISTING STOP SIGNS
BLOCK WALL
TYPICAL LANE LINES
PARKING LANE
BIKE LANE
TRAVEL LANE
PARKING LANE
DOUBLE YELLOW CENTERLINE
DORRELL LN SPEED HUMPS
FORT APACHE RD TO DURANGO DR
AARON PAUL ST
DORRELL LN
MATCH LINE
CAMPBELL RD
PLAY GROUND
VACANT LOTS
CARBIOU RIDGE ST
TREE HARBOR ST
WALKING TRAIL
SUMMER BROOK ST
PLAY GROUND
PLAY GROUND
CAMPBELL RD
MATCH LINE
FORT APACHE RD
DORRELL LN
N

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report and possible action on the 2011 Federal Legislative Agenda from Ball Janik, LLC, representative Vicki Cram - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Each year the Department of Administrative Services develops the City's Federal Legislative Agenda based on meetings with the Mayor, Council members, and each City Department. The Agenda includes the City's FY12 appropriation priorities, legislative issues, public lands priorities, and other legislative topics of interest to the City. This document is used to guide federal lobbying efforts by the City and its federal lobbying firm, Ball Janik, LLP. Staff will provide an outline of the 2011 Federal Legislative Agenda.

RECOMMENDATION:
Approve the 2011 Federal Legislative Agenda and direct staff accordingly

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Review of Conditions for a Package License, Shoshani and Jarjees, dba Family Food II, 1602 H Street, Solar Shoshani, Ptnr, 50% and Thamer Jarjees, Ptnr, 50% - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Review of Conditions for a Package License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.
Previous conditions:

1. Hours of operation 7:00 a.m. – 10:00 p.m. Sunday – Thursday & 7:00 a.m. – 11:00 p.m. Friday & Saturday.
2. Hire security personnel, experienced and highly visible by means of identifiable uniform, unarmed, and must obtain and be in possession of a valid work card during employment. The security firm is to address the parking lot issues during the hours of 2:00 p.m. to closing, daily.
3. Install a video surveillance system to aid in monitoring activity inside and outside the store.
4. Post signs inside and outside the store which notify patrons of the video surveillance system.
5. Work with Metro and security to enforce trespassing of undesirables.
6. Enforce no loitering and no alcohol consumption within 1,000 feet.

Proposed changes to conditions:

1. Hours of operation 6:00 a.m. – 12:00 a.m. daily.
2. Security hours 4:00 p.m. – 12:00 a.m.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on a request to install speed humps on Black Forest Drive between Pennwood Avenue and Cinderella Lane ($5,200 - Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

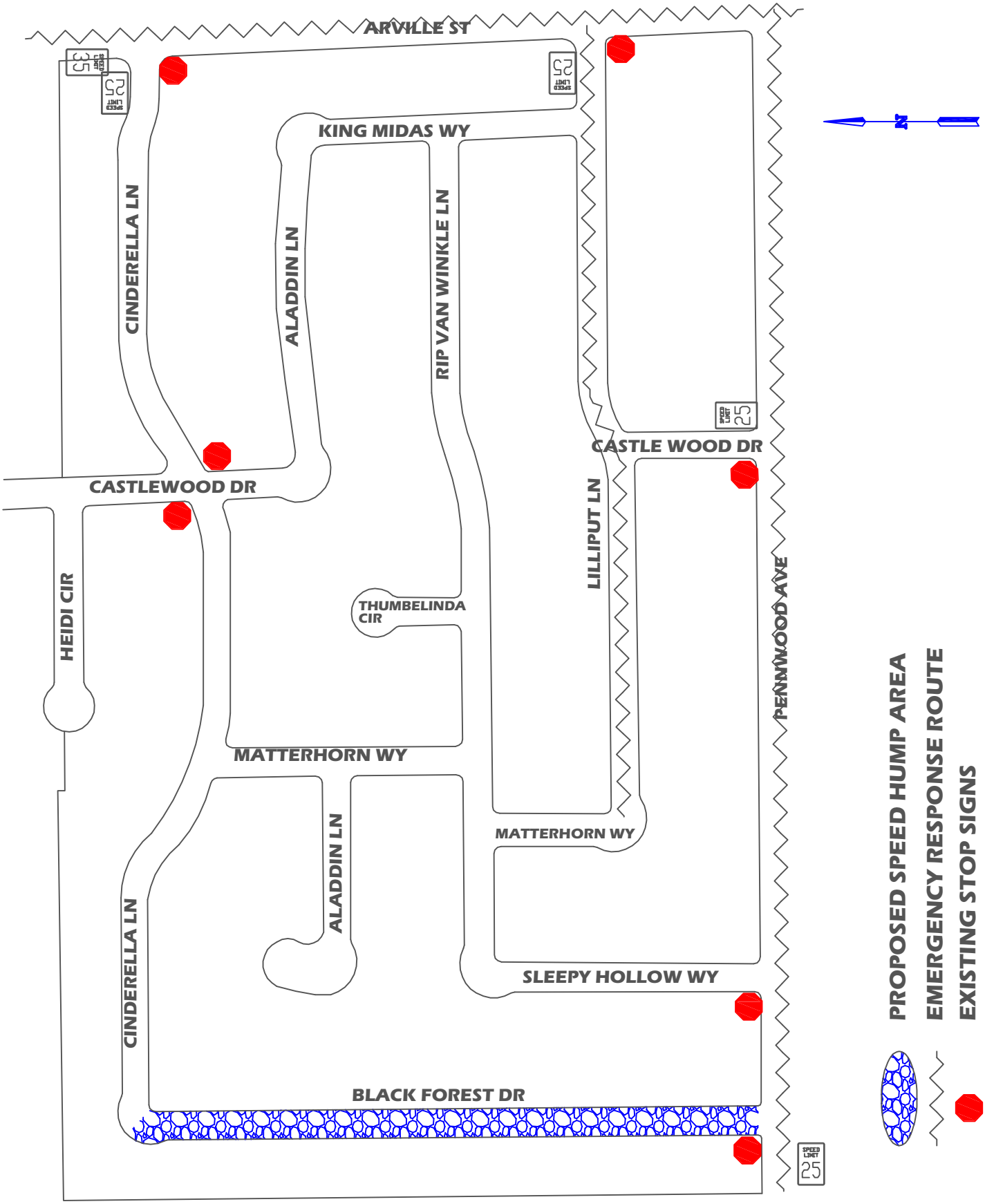
Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,200
Funding Source: Traffic Improvements CPF
Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:
The Traffic Engineering Division received a request to install speed humps on Black Forest Drive between Pennwood Avenue and Cinderella Lane. Studies conducted on this street showed that the 85th percentile speed was 36 mph and the volume of traffic was 467 vehicles per day. A total of 40 points is recommended for the installation of speed humps, and Black Forest Drive accumulated 24 points. Staff is therefore recommending denial of the speed humps since the street did not meet the criteria. This street is not an emergency response route.

RECOMMENDATION:
Traffic and Parking Commission: Denial
Staff: Denial

BACKUP DOCUMENTATION:
Map


ARVILLE ST
KING MIDAS WY
CINDERELLA LN
ALADDIN LN
RIP VAN WINKLE LN
CASTLE WOOD DR
CASTLEWOOD DR
LILLIPUT LN
PENNWOOD AVE
HEIDI CIR
THUMBELINDA CIR
MATTERHORN WY
MATTERHORN WY
ALADDIN LN
CINDERELLA LN
SLEEPY HOLLOW WY
BLACK FOREST DR
SPEED LIMIT 25
SPEED LIMIT 35
N
PROPOSED SPEED HUMP AREA
EMERGENCY RESPONSE ROUTE
EXISTING STOP SIGNS

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on a request to install speed humps on Cinderella Lane between Black Forest Drive and Arville Street ($7,800 – Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

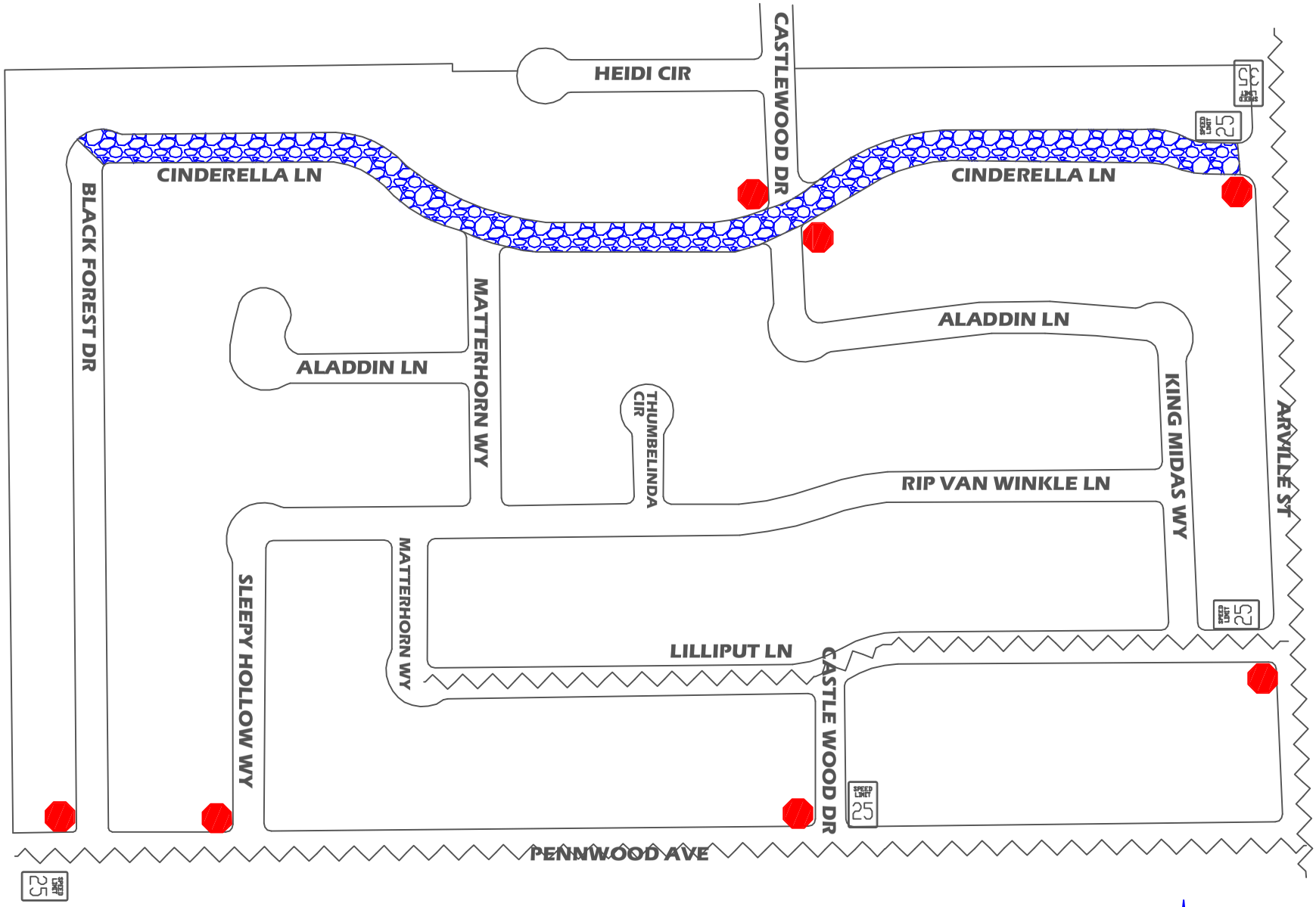
Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,800
Funding Source: Traffic Improvements CPF
Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:
The Traffic Engineering Division received a request to install speed humps on Cinderella Lane between Black Forest Drive and Arville Street. Studies conducted on this street showed that the 85th percentile speed was 30 mph and the volume of traffic was 350 vehicles per day. A total of 40 points is recommended for the installation of speed humps, and Cinderella Lane accumulated 20 points. Staff is therefore recommending denial of the speed humps since the street did not meet the criteria. This street is not an emergency response route.

RECOMMENDATION:
Traffic and Parking Commission: Denial
Staff: Denial

BACKUP DOCUMENTATION:
Map


HEIDI CIR
CASTLEWOOD DR
CINDERELLA LN
CINDERELLA LN
BLACK FOREST DR
ALADDIN LN
MATTERHORN WY
ALADDIN LN
THUMBELINDA CIR
KING MIDAS WY
ARVILLE ST
RIP VAN WINKLE LN
SLEEPY HOLLOW WY
MATTERHORN WY
LILLIPUT LN
CASTLE WOOD DR
PENNWOOD AVE
PROPOSED SPEED HUMP AREA
EMERGENCY RESPONSE ROUTE
EXISTING STOP SIGNS
N

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-75-2010 – ABEYANCE ITEM - Discussion and possible action regarding a Resolution Adopting a Permit and Service Fee Schedule Pertaining to the City's Fire Code

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The International Fire Code, 2009 Edition, as proposed to be adopted by the City, authorizes the adoption of a fee schedule relating to permits and other services obtained from the Department of Fire and Rescue. This Resolution will adopt such a fee schedule. As to fees and fee amounts, the fee schedule mirrors in substance the fee schedule adopted under the current NFPA 1 Fire Code, but has been changed to follow the organization, numbering and formatting of the International Fire Code. This item was held in abeyance at the December 15, 2010 City Council meeting.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
1. Resolution R-75-2010
2. Fee Schedule
3. Business Impact Statement

RESOLUTION ADOPTING A PERMIT AND SERVICE FEE SCHEDULE PERTAINING TO THE CITY'S FIRE CODE

WHEREAS, Section 113 of the International Fire Code, 2009 Edition, as adopted by the City pursuant to LVMC Chapter 16.16, contemplates the adoption of a fee schedule to establish fees for permits and related services rendered by the Department of Fire and Rescue in connection with the Department's adoption and implementation of the Fire Code; and

WHEREAS, a list of such fees has been prepared and included in a Permit and Service Fee Schedule, which is attached hereto and incorporated by this reference; and

WHEREAS, the City Council desires to adopt the Permit and Service Fee Schedule as a means of formalizing the fees chargeable by the Department of Fire and Rescue.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

1. The Permit and Service Fee Schedule attached hereto is hereby adopted and shall replace and supersede any previously-adopted fee schedule pertaining to previous versions of the City's Fire Code.

2. A copy of the Permit and Service Fee Schedule adopted by this Resolution shall be maintained on file in the Office of the City Clerk, and other copies shall be made available in the offices of the Department of Fire and Rescue.

3. The Permit and Service Fee Schedule adopted by this Resolution may be amended from time to time by the City Council.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2010.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-1-10
_____
Date

LAS VEGAS FIRE & RESCUE
FIRE PREVENTION DIVISION
PERMIT AND SERVICE FEE SCHEDULE

I. GENERAL

Purpose
The purpose of this Permit and Service Fee Schedule is to establish fees for permits required in the International Fire Code (IFC), as adopted by the City of Las Vegas, and to establish fees for services performed by Las Vegas Fire and Rescue, Fire Prevention Division.

Definitions
All terms not defined in this Schedule have the meanings set forth in the International Fire Code (IFC), as adopted by the City.

Permit and Service Fees
A fee in accordance with this Schedule shall be paid to the City of Las Vegas, for any of the following:

Annually Renewable Use Permit For each permit category listed in the table in Section II below, the fee shall be $80.00, unless the table indicates otherwise.

Temporary Use Permit For each permit category listed in the table in Section III below, the fee shall be $80.00, unless the table indicates otherwise.

Fire Engineering-Related Permits. For each permit category listed in the table in Section IV below, the minimum fee shall be $80.00 (or higher based on the table 3-A of the Uniform Administrative Code, Building Permit Fee Column).

Hazardous Materials – Related Permits. For each permit category listed in the table in Section V below, the minimum fee shall be $80.00 multiplied per range, as indicated in the Range Calculation table set forth in Section V below. The range is based upon maximum quantities stored at any given time. The fee for Hazardous Materials Storage is independent of the fee for annually renewable permits listed in the table in Section II below.

Miscellaneous Services and Activities. For other miscellaneous services and charges, the fees shall be as set forth in the table in Section VI below.

Record-related Requests. For requests for records, photographs or other documents, the fee shall be set forth in the table in Section VII below.

General Provisions
There are various types of fees set forth in this Permit and Service Fee Schedule that are separate and independent of the others. A permit is required for each building address. Each business in a building must have a permit if required. Failure to pay the fee within the time period specified on the Permit Application, Work Order or Invoice from the City of Las Vegas is sufficient grounds to withhold a permit, inspection or to void a permit previously issued. In addition, the failure to obtain or renew a permit in a timely manner shall result in penalty fees being assessed.

A permit fee is not refundable if an applicant fails to qualify for or receive a permit. In addition, the failure to apply for a permit may result in action as prescribed by law.

The initial permit fee and the subsequent fee for renewal of a permit includes, and is intended to offset the cost of initial inspection and plan review required in connection with the issuance or renewal of a permit.

Additional inspections, plan review, code research, reinspection or inspections requested for a time outside of normal business hours shall be assessed a fee in accordance with Section IV. Fees are payable upon notice thereof.

Re-Inspection fees shall be assessed in accordance with Section VI, **FEES FOR OTHER SERVICES**, as a means to obtain code compliance. Nothing in this Permit and Service Fee Schedule is intended, nor shall it be used, to determine neither the minimum number of overtime hours nor the hourly wage for employees.

Federal, state and local governmental entities are exempt from the payment of permit and plan check fees. Nonprofit organizations and special tax districts are not exempt from the payment of fees.

II. ANNUALLY RENEWABLE PERMIT CATEGORIES

The following permit categories as set forth in the International Fire Code (IFC) are subject to a **Permit Fee** per the International Fire Code (IFC) Section 105.

Operation or Activity	Section No.
Aerosol Products An operational permit is required to manufacture, store or handle an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 500 pounds (227Kg) net weight.	105.6.1
Aviation Facilities An operational permit is required to use Group H or Group S occupancy for aircraft servicing or repair and fuel-servicing.	105.6.3
Cellulose Nitrate Film An operational permit is required for storage, handling or use cellulose nitrate film in a Group A occupancy.	105.6.5
Combustible Dust-Producing Operations An operational permit is required to operate a grain elevator, flour starch mill, feed mill, or plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operation producing combustible dusts as defined in Chapter 2.	105.6.6
Combustible Fibers An operational permit is required for storage and handling of *combustible fibers* in quantities in excess of 100 cubic feet (2.8m³).	105.6.7
Compressed Gases An operational permit is required for the storage, use and handling at *normal temperature and pressure* (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8. **Exception:** Vehicles equipped for and using *compressed gas* a fuel for propelling the vehicle.	105.6.8
Covered Mall Buildings An operational permit is required for: 1. Placing or constructing temporary kiosks, display booths, concession equipment or the like in the mall. 2. Using a mall as a place of assembly. 3. Using open-flame or flame-producing devices. 4. Displaying liquid or gas fired equipment in the mall.	105.6.9
Cryogenic Fluids An operational permit is required to produce, store, transport on site, use, handle or dispense *cryogenic fluids* in excess of the amounts listed in Table 105.6.10 **Exception:** Permits are not required for vehicles equipped for and using *cryogenic fluids* as a fuel for propelling the vehicle or for refrigerating the lading.	105.6.10
Cutting and Welding An operational permit is required to conduct cutting or welding operations within the jurisdiction.	105.6.11

PERMIT AND SERVICE FEE SCHEDULE - continued

Operation or Activity	Section No.
Dry Cleaning Plants An operational permit is required to engage in the business of dry cleaning or to change to a more hazardous cleaning solvent. Such permits shall prescribe the class of system to be used. **Class 2** ($240.00) **Class 3A & 3B** ($160.00) **Class 4** ($80.00)	105.6.12
Flammable Or Combustible Liquids An operational permit is required: 1. To use or operate, repair or modify a pipeline for the transportation of flammable or combustible liquids. This requirement shall not apply to the off-site transportation in pipelines regulated by the DOT nor does it apply to piping systems. 2. To store, handle or use Class I liquids in excess of 5 gallons In a building or in excess of 10 gallons outside of a building., except that a permit is not required for the following: 2.1 The storage or use of Class I liquids in the fuel tank of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant, unless such storage, in the opinion of the *Fire Code official*, would cause an unsafe condition. 2.2 The storage or use of paints, oils, varnishes or similar flammable mixtures when such liquids are stored for maintenance, painting or similar purposes for a period of not more than 30 days. 3. To store, handle or use Class II or Class III-A liquids in excess of 25 gallons in a building or in excess of 60 gallons outside a building except for fuel oil used in connection with oil-burning equipment. 4. To store, handle or use Class III-B liquids in tanks or portable tanks for fueling motor vehicles at motor fuel-dispensing facilitate or where connected to fuel-burning equipment. 5. To remove Class I or II liquids from an underground storage tank used for fueling motor vehicles by any means other than the approved, stationary on-site pumps normally used for dispensing purposes. 6. To operate tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 7. To place temporarily out of service (for more than 90 days) an underground, protected above-ground or above ground flammable or combustible liquid tank. 8. To change the type of contents stored in a flammable or combustible liquid tank to a material that poses a greater hazard than for which the tank was designed and constructed. 9. To manufacture, process, blend or refine flammable or combustible liquids. 10. To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental or manufacturing establishments. 11. To utilize a site for the liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental or manufacturing establishments.	105.6.16
Hazardous Materials An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20	105.6.20
HPM Facilities An operational permit is required to store, handle or use hazardous production materials.	105.6.21
High-Piled Combustible Storage An operational permit is required to use any building or portion thereof as a high-piled storage area exceeding 500 square feet (46m²). **Range 1** – 501 – 12,000 square feet. $80.00 **Range 2** – 12,001 – 500,000 square feet. $160.00 **Range 3** – Over 500,000 square feet. $240.00	105.6.22

PERMIT AND SERVICE FEE SCHEDULE - continued

Operation or Activity	Section No.
Hot Works Operations An operational permit is required for hot work including, but not limited to: 1. Public exhibitions and demonstrations where hot work is conducted. 2. Use of portable hot work equipment inside, upon, or within 10 feet of a structure. **Exception:** Work that is conducted under a construction permit. 3. Fixed-site hot work equipment such as welding booths. 4. Hot work conducted within a hazardous fire area. 5. Application of roof coverings with the use of an open-flame device.	105.6.23
Industrial Ovens. An operational permit is required for operation of industrial ovens regulated by Chapter 21.	105.6.24
Lumber Yards and Woodworking Plants An operational permit is required for the storage or processing of lumber in excess of 100,000 board feet (8,333ft³) (236m²).	105.6.25
Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings An operational permit is required to display, complete or demonstrate liquid- or gas- fueled vehicles or Equipment in assembly buildings.	105.6.26
Liquefied Petroleum Gases. An operational permit is required for: 1. Storage and use of LP-gas. 2. Operation of cargo tankers that transport LP-gas.	105.6.27
Magnesium An operational permit is required to melt, cast, heat, or grind more than 10 pounds (4.54kg) of magnesium	105.6.28
Miscellaneous Combustible Storage An operational permit is required to store in any building or upon any premises in excess of 2,500 cubic feet (71m³) gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber ties, rubber, cork, or other similarly combustible material.	105.6.29
Candles And Open Flames In Assembly Areas An operational permit is required to use open flames or candles in connection with assembly areas, Dining areas of restaurants or drinking establishments	105.6.32
Place of Assembly. An operational permit is required to operate a place of assembly. **Range 1** – 50 – 300 Occupants ($80.00) **Range 2** – 301 – 1,000 Occupants ($160.00) **Range 3** – 1,001 and up Occupants ($240.00)	105.6.34
Pyroxylin Plastics An operational permit is required for the storage or handling of more than 25 pounds (11kg) of cellulose nitrate (Pyroxylin) plastics and for the assembly or manufacture of articles involving Pyroxylin plastics.	105.6.37
Refrigeration Equipment An operational permit is required to operate a mechanical refrigeration unit or system regulated by Chapter 6.	105.6.38
Repair Garages and Motor Fuel-Dispensing Facilities. An operational permit is required for the operation of repair garages and automotive, marine and fleet motor fuel-dispensing facilities. **Exception:** If Motor Vehicle Fuel Dispensing Permit is issued, a separate permit for flammable or combustible liquids is not required. Additional permits based on permittable items may be required.	105.6.39
Heliports, Helistops and Emergency Landing Pads An operational permit is required for the operations of a heliport, helistop and/or emergency landing pad.	105.6.40

PERMIT AND SERVICE FEE SCHEDULE - continued

Operation or Activity	Section No.
Spraying Or Dipping An operational permit is required to conduct a spraying or dipping operation utilizing flammable or *combustible liquids* or the applications of combustible powders as regulated by chapter 15.	105.6.41
Storage of Scrap Tires and Tire Byproducts. An operational permit is required to establish, conduct or maintain storage of scrap ties and tire byproducts that exceeds 2,500 cubic feet (71m³) or total volume of scrap tires and for indoor storage or tires and tire byproducts.	105.6.42
Tire-Rebuilding Plants An operational permit is required for the operation and maintenance of a tire-rebuilding plant.	105.6.44
Waste Handling An operational permit is required for the operation of wrecking yards, junk yards and waste material-handling facilities.	105.6.45
Wood Products An operational permit is required to store chips, hogged material, lumber or plywood in excess of 200 cubic feet (6m³).	105.6.46
Firewood An operational permit is required to store firewood in excess on 50 cords. See Chapter 19.	105.6.51
Hot Work Program An operational permit is required for a hot work program. The *fire code official* is authorized to permit a hot work program. This program allows approved personnel to regulate their company's hot work operations. See Chapter 26.	105.6.23
Mobile Fueling Site An operation a permit is required to operate each site where mobile fueling takes place. See Chapter 34.	105.6.53
Mobile Fueling Vehicle An operational permit is required to operate a mobile fueling vehicle. See Chapter 34.	105.6.54
Monitoring Facilities An operational permit is required for any facility that remotely monitors electronic signals initiated by fire protection systems such as central, supervising facilities.	105.6.55
Smoke Control Systems An operational permit is required for facilities that have smoke control systems	105.6.57
Smoke Removal Systems An operational permit is required for facilities that have smoke removal systems	105.6.58
Tire Storage An operational permit is required to store tires in excess of 1,000 cubic feet (28.3m³). See Chapter 25.	105.6.60
Wood Pallets An operational permit is required to store or rehabilitate pallets in an area exceeding 500 Square feet (46m²). See Chapter 19.	105.6.61
Solvent Extraction An operational permit is required for storage, use, handling of flammable and combustible liquids for solvent extraction plants. Refer to NFPA 36.	105.6.16 105.6.20
Filming An operational permit is required to film or broadcast at a public studio, production location, or sound stage.	105.6.48
Barbecue, Commercial Operate a commercial barbecue in a fixed outdoor location. See Section 307.4.4.	105.6.63
Battery System An operational permit is required to install or operate stationary lead-acid battery systems having a liquid capacity of more than 100 gallons in sprinklered buildings or 50 gallons (189L) in non-sprinklered buildings. See Section 608.	105.6.62

III. TEMPORARY PERMIT CATEGORIES

Operation or Activity	Section No.
Amusement Buildings *(Haunted houses)* An operational permit is required to operate a special amusement building or operation. **Annual** – Permanent facility or operation. **Temporary** – *(Less than 30 days on any single property)*	105.6.2
Carnivals and Fairs An operational permit is required to conduct a carnival, fair or special event.	105.6.4
Explosives, Blasting Agents and Surface blasting An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives, explosive materials, fireworks, rocketry, pyrotechnic special effects within the scope of Chapter 33. (1.4G) Consumer Fireworks. **Exception:** Storage in Group R-3 occupancies of smokeless propellant, black powder and small arms primers for personal use, not for resale and in accordance with Section 3306.	105.6.14
Fire Hydrants And Valves An operational permit is required to use or operate fire hydrants or valves intended for fire suppression purposes which are installed on water systems and accessible to a fire apparatus access road that is open to or generally used by the public. **Exception:** A permit is not required for authorizes employees of the water company that supplies the system of the fire department to use or operate fire hydrants or valves.	105.6.15
Floor Finishing An operational permit is required for floor finishing or surfacing operations exceeding 350 sq ft using Class I or Class II liquids.	105.6.17
Fruit and Crop Ripening An operational permit is required to operate a fruit-ripening or crop-ripening facility or conduct a fruit-ripening process using ethylene gas.	105.6.18
Fumigation and Thermal Insecticidal Fogging An operational permit is required to operate a business of fumigation or thermal insecticidal fogging and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.	105.6.19
Open Burning An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road or other public or private ground. Instructions and stipulations of the permit shall be adhered to. *Note: Clark County Health Department, Air Pollution Control Division, issues EPA permits for fires over 2 square feet.*	105.6.30
Pyrotechnical Special Effects Material An operational permit is required for use and handling of pyrotechnical special effects material (1.3G) Includes Display fireworks.	105.6.36
Temporary Membrane Structures, Tents And Canopies An operational permit is required to operate a temporary membrane structure, tent or canopy having an area in excess of 400 square feet (37m²). **Range 1** – 1-14,999 sq. ft ($80.00) **Range 2** – 15,000 – 74,999 sq. ft ($160.00) **Range 3** – 75,000 sq. ft and up ($240.00)	105.6.43 105.7.14
Filming An operational permit is required to film or broadcast at a public studio, production location, or sound stage.	105.6.48

PERMIT AND SERVICE FEE SCHEDULE - continued

Operation or Activity	Section No.
Flame Effects An operational permit is required is required to produce combustion through the use of flammable solids, liquids, or gases to produce thermal, physical, visual, or audible phenomenon for entertainment exhibition, demonstration or simulation. See NFPA 160.	105.6.52
Cutting and Welding An operational permit is required to conduct cutting or welding operations within the jurisdiction.	105.6.11
Exhibits and Trade Shows An operational permit is required to operate exhibits and trade shows. **Range 1** – 4,500 – 14,999 sq. ft *($80.00)* **Range 2** – 15,000 – 74,999 sq. ft *($160.00)* **Range 3** – 75,000 – up sq. ft ($240.00)	105.6.13
Hot Works Operations An operational permit is required for hot work including, but not limited to: 1. Public exhibitions and demonstrations where hot work is conducted. 2. Use of portable hot work equipment inside, upon, or within 10 feet of a structure. **Exception:** Work that is conducted under a construction permit. 3. Fixed-site hot work equipment such as welding booths. 4. Hot work conducted within a hazardous fire area. 5. Application of roof coverings with the use of an open-flame device.	105.6.23
Heliports An operational permit is required for the operations of a heliport, helistop or emergency landing pad.	105.6.40
Candles And Open Flames An operational permit is required to use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.	105.6.32
Special Activity An operational permit is required at locations that operate Christmas tree lots, pumpkin patch lots, and similar operations. See Section 320.	105.6.59

IV. FIRE ENGINEERING CATEGORIES

Operation or Activity	Section No.
Automatic Fire-Extinguishing systems. A construction permit is required for the following: 1. Installation of or modification to an automatic fire-extinguishing system. 2. Replacement of recalled fire protection components. Maintenance performed in accordance with this code does not consider a modification and does not require a permit. **NOTE:** For buildings with a floor used for human occupancy located more than (55ft) above the lowest level of fire department access, a single construction permit per floor shall be processed.	105.7.1
Battery Systems A construction permit is required to install stationary storage battery systems having a liquid capacity of more than 50 gallons (189L).	105.7.2
Compressed Gases When the compresses gases in use or storage exceed the amounts listed in Table 105.6.8, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service, or close or substantially modify a compressed gas system. **Exceptions:** 1. Routine Maintenance. 2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.	105.7.3

PERMIT AND SERVICE FEE SCHEDULE - continued

Operation or Activity	Section No.
Cryogenic Fluids A construction permit is required for installation of or alteration to outdoor stationary cryogenic fluid storage systems where the system capacity exceeds the amounts listed in Table 105.6.10. Maintenance performed in accordance with this code is not considered an alteration and does not require a construction permit.	105.7.4
Fire alarm and Detection Systems and Related Equipment and Dedicated Function Fire Alarm Systems (i.e. monitoring). A construction permit is required for the installation of or modification including but not limited to: extending, reprogramming, upgrading field programmable EPROM, or altering to fire alarm and detection systems, related equipment, and dedicated function fire alarm systems. Maintenance performed in accordance with this code is not considered a modification and does not require a permit except control equipment replacement due to equipment failure or voluntary replacement, which does require a permit. **NOTE:** For buildings with a floor used for human occupancy located more than (55ft) above the lowest level of fire department access, a single construction permit per floor shall be processed.	105.7.5
Fire Pumps and Related Equipment A construction permit is required for the installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.	105.7.6
Flammable and Combustible Liquids. A construction permit is required: 1. To install, repair or modify a pipeline for the transportation of flammable or *combustible liquids.* 2. To install, construct or alter tank vehicles, equipment tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and *combustible liquids* are produced, processed, transported, stored, dispensed or used. 3. To install, alter, abandon, place temporarily out of service or otherwise dispose of a flammable or *combustible liquid* tank. 4. To change the type of contents stored in a flammable or combustible liquid tank to material other than that for which the tank was designed and constructed. *(Tank Removal regulated by Clark County Health Department)*	105.7.7
Hazardous Materials A construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service or close or substantially modify a storage facility or other area regulated by Chapter 27 when the hazardous materials in use or storage exceed the amounts listed in Table 105.6.20. **Exceptions:** 1. Routine Maintenance. 2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.	105.7.8
Industrial Ovens A construction permit is required for installation of industrial ovens covered by Chapter 21. **Exceptions:** 1. Routine Maintenance. 2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.	105.7.9
LP-Gas A construction permit is required for installation of or modification to an LP-gas system.	105.7.10
Private Fire Hydrants and Associated Piping A construction permit is required for the installation or modification of private fire hydrants and the associated supply piping.	105.7.11

PERMIT AND SERVICE FEE SCHEDULE - continued

Operation or Activity	Section No.
Spraying or Dipping A construction permit is required to install or modify a spray room, dip tank or booth.	105.7.12
Standpipe Systems. A construction permit is required for the installation, modification or removal from service of a standpipe system. Maintenance performed in accordance with the code is not considered a modification and does not require a permit.	105.7.13
Access Gates A construction permit is required for the installation of or modification to each access gate (including both manual and automatic gates) obstructing a fire apparatus road. See Chapter 5.	105.7.15
Emergency Responder Radio Systems. A construction permit is required for the installation of or modification to an emergency responder radio system. See Section 510 and Appendix J.	105.7.16
Heliports, Helistops, and Emergency Landing pads. A construction permit is required for the installation of or modification to a heliport, helistop, and/or emergency landing pad. See Chapter 3 and NFPA 418.	105.7.20
Smoke Control System A construction permit is required for the installation of or modification to a smoke control system. See Chapter 9.	105.7.22
Smoke Removal System A construction permit ii required for the installation of or modification to a smoke removal system. See Chapter 9.	105.7.23

V. RANGE CALCULATION TABLE

Additional fee(s) are required for solids, liquids and gases classified as **Hazardous Materials**. The range is based on maximum quantities that are stored at any given time. The fee of **$80.00 per quantity range** is independent of the annual/renewable permit category fee(s) specified in **Section II.**

RANGE CALCULATION TABLE

QUANTITY RANGES		
Gallons **x3.785 for L**		**Range**
	0..... 53	0
	54..... 499	1
	500.....945	2
	946..... 1,835	3
	1,836..... 4,499	4
	4,500..... 15,179	5
	15,180..... 65,580	6
	65,581..... 69,999	7
	70,000..... 74,999	8
	75,000..... 84,999	9
	85,000.....and up	10
Pounds **x0.4536 for kg**		**Range**
	0..... 498	0
	499..... 999	1
	1,000..... 1,999	2
	2,000..... 2,999	3
	3,000..... 3,999	4
	4,000..... 4,999	5

QUANTITY RANGES	
5,000..... 9,999	6
10,000..... 10,999	7
11,000..... 11,999	8
12,000..... 14,999	9
15,000.....and up	10
Cubic Feet **x0.028 for m^3**	**Range**
0..... 198	0
199..... 1,998	1
1,999..... 3,599	2
3,600..... 6,799	3
6,800..... 16,399	4
16,400..... 34,999	5
35,000..... 53,999	6
54,000..... 73,999	7
74,000..... 79,999	8
80,000..... 89,999	9
90,000.....and up	10

VI. FEES FOR OTHER SERVICES

Other services provided by the Fire Prevention Division are subject to the fees set forth below. For purposes of this Table, the Standard Hourly Fee **(SHF)** is **$80.00**.

Service	Fee
Consultation (including reviews of projects prior to submission for a building permit and projects not requiring a building permit)	SHF
Consultation (including consultation done under (IFC 104.7.2 Technical Assistance)	SHF
Fire watch service (3-hour minimum)	SHF
Requested inspection outside of normal business hours	SHF per inspector, including travel time, with a 3-hour minimum
Additional inspections or re-inspections for renewable permits, new construction permits, fire protection systems due to system inspection deficiencies, cancellations with less than four (4) hours notice, or requiring additional inspections due to inspecting partial systems	SHF per inspector, including travel time
Any inspection or reinspection conducted during normal working hours, if it is found that the requesting party is not ready for the inspection or violations have not been corrected from previous inspections	SHF per inspector
Plan reviews which are requested to be performed outside normal business hours or same day plan review	SHF with a 2-hour minimum
Plan reviews of the first resubmittal of plans following rejection of plans that are incomplete, contain erroneous information, contain a non-code complying design or include incomplete or deficient as-builts	2 x SHF with a 1-hour minimum

PERMIT AND SERVICE FEE SCHEDULE - continued

Service	Fee
Plan reviews of the second or subsequent resubmittal of plans following rejection of plans that are incomplete, contain erroneous information, contain a non-code complying design or include incomplete or deficient as-builts	3 x SHF with a 1-hour minimum
Request for Alternative Materials or Methods	$250.00 per request
Same day inspection	$120.00 per inspector or inspection
File searches: searches for requested information contained in files, including "Environmental Assessments"	SHF with a ½-hour minimum, billed to next ½ hr
Fire Flow tests (Pre-permit issuance)	$80.00 per request
Emergency apparatus or unit standby	$250.00 per hour, with a 4-hour minimum
Expedite fee for processing permits in less than required time frames	SHF
False/Nuisance Alarm(s) Fee	$250.00 per hour, with a 4-hour minimum
Research, consultation or testimony in civil proceedings	$120.00 hr
Application to the Board of Appeals (IFC Section 108)	$80.00
Review of smoke control / removal special inspection report and test plans	SHF with a 1-hour minimum per report

VII. FEES REGARDING RECORDS, PHOTOGRAPHS AND DOCUMENTS

The following fees are payable for Las Vegas Fire & Rescue records, photographs and documents. Fees may be waived in connection with items that have been subpoenaed.

Item	Fee
Written records	$1.00 per page (Letter or legal size) $2.00 per page (11x17) $4.00 per page (D & E size plans)
Audio cassette tapes	$5.00 per tape
Photographs	$1.00 each + SHF to transport film for processing & pick up, with a ½ hour minimum. Fee is based on ½ hour increments with excess billed to next ½ hour.
VCR tape	$5.00 each
CD's	$40.00 per CD. Fee includes preparation time of up to ½ hour. Additional time billed in ½ hour increments with excess billed to next ½ hour.

BUSINESS IMPACT STATEMENT
(Approval of Resolution Adopting a Permit and Service Fee Schedule Pertaining to the City's Fire Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed resolution that will adopt a Permit and Service Fee Schedule pertaining to the City's Fire Code.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Comments were not solicited. The proposed fee schedule essentially readopts the existing fee schedule to fit the organization, numbering and formatting of the International Fire Code, the Code that will be adopted by the City as a replacement for the existing Fire Code. It is not expected that the replacement fee schedule will have any measurably different impact on businesses than the existing fee schedule.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No change in cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: December 1, 2010

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – Mel Irwin, Term Expires 1/7/2011; William McCurdy, Term Expires 1/21/2011

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This Advisory Committee was created by Assembly Bill 239 to provide information and advice to the RTC concerning the construction and maintenance of benches and shelters for passengers of public mass transportation. There is no limit to the number of one-year terms which may be served and no City residency requirement. Mr. Irwin was originally appointed 8/1/2007 and Mr. McCurdy was originally appointed 1/4/2006. Both are eligible for and wish to be reappointed.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are:
Reappoint Mr. Irwin OR appoint a new member to fill his seat.
Reappoint Mr. McCurdy OR appoint a new member to fill his seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memorandum of Recommendation from Ted Olivas

1-7-2010

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE

MEMBERS	ORIGINAL APPT.	EXPIRES	TERM
1. WILLIAM McCURDY (Reese's Recommendation)	8-1-2007 **(Reappt. 12-19-2007)** **(Reappt 1-23-2009)** **(Reappt 1-6-2010)**		1-21-2011
2. MEL IRWIN (Tarkanian's Recommendation)	1-04-2006 **(Reappt. 12-20-2006)** **(Reappt. 12-19-2007)** **(Reappt. 1-7-2009)** **(Reappt. 12-16-2009)**		1-7-2011

******

AUTHORITY: Assembly Bill 239, NRS Chapter 373

TERM: 1 year term
Must fill unexpired terms
No term limit

APPOINTED: 2 members appointed by the City Council

PURPOSE: Provides information and advice to the Regional Transportation Commission concerning the construction and maintenance of benches and shelters for passengers of public mass transportation in the county.

MEETINGS: 3rd Thursday every other month at 3:00 P.M.

NOTES: **No City Residency Requirement**
No compensation, per diem, or travel expenses

CONTACTS: Ted Olivas, Director, Government and Community Affairs Office, City of Las Vegas
Jacob Snow, General Manager, Regional Transportation Commission, 600 S. Grand Central Parkway, Ste. #350, Las Vegas, Nevada 89106 (676-1608)

Memorandum

City of Las Vegas
Administrative Services

To: Beverly Bridges, City Clerk

From: Ted Olivas, Director of Administrative Services

C:

Date: November 23, 2010

Re: Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench-Shelters

---

Mr. Mel Irwin, whose term on the Regional Transportation Commission (RTC) of Southern Nevada Advisory Committee on Bus Bench-Shelters expires on January 7, 2011. Mr. Irwin wishes to be appointed for another 1 year term on the Commission. Per RTC records, to date, he has attended one of the five meetings held in the last twelve months. Councilwoman Tarkanian recommends Mr. Irwin's reappointment.

Mr. William McCurdy, whose term on the Regional Transportation Commission (RTC) of Southern Nevada Advisory Committee on Bus Bench-Shelters expires on January 21, 2011. Mr. McCurdy wishes to be appointed for another 1 year term on the Commission. Per RTC records, to date, he has attended three of the five meetings held in the last twelve months. Mayor Pro Tem Reese recommends Mr. McCurdy's reappointment.

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2010 NOV 29 A 11:

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

PARK & RECREATION ADVISORY COMMISSION – Brent Blackburn, Term Expiration 1/6/2011

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The term of office for Brent Blackburn will expire January 6, 2011. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Mr. Blackburn was recommended by Councilman Reese. He does not wish to be reappointed. Procedure for this Board requires appointment by the City Council.

RECOMMENDATION:
Options are: Appoint a new member to fill this seat

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Board Interest Forms from Vernell McNeal, Trevor Hayes and Victor Cochran

Park and Recreation Advisory Commission

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Adroushan (Andy) Armenian** County Address	6 /4 /2008 **Reapp: 1/21/2009**	2/5/2012	Steinman
2	**Harry Lee** Ward 6 Address	12/6 /2006 **Reapp: 12/3/2008**	12/7/2011	Ross
3	**Michael R. Aker**	10/4 /2006 **Reapp: 11/15/2006 12/2/2009**	12/12/2012	Reese
4	**Kyle Stephens** Ward 1 Address	11/7 /2007 **Reapp: 12/17/2008**	1/8/2012	Tarkanian
5	**Letia (Lee) M. Heenan** Ward 1 Address	9 /1 /1974 **Reapp: 12/15/1997 1/3/2001 12/16/2009**	1/7/2013 **1/7/2004 12/20/2006**	Reese
6	**Craig Ballew** County Address	12/3 /2008 **Reapp:**	12/3/2011	Brown
7	**Brent Blackburn** Ward 3 Address	10/18/2000 **Reapp: 12/5/2001 1/5/2005**	1/6/2011 **12/19/2007**	Reese
8	**Stavan R. Corbett** Ward 3 Address	11/2 /2005 **Reapp: 10/15/2008**	11/2/2011	Brown
9	**Malcolm D. White** Ward 4 Address	11/7 /2001 **Reapp: 4/7/2004 3/7/2007**	4/7/2013 **3/17/2010**	Reese
10	**Lisa B. Sherman** Ward 2 Address	4 /1 /1992 **Reapp: 4/5/1995 3/23/1998 3/7/2007**	4/1/2013 **3/7/2001 3/17/2004**	Reese
11	**Charles Foger** Ward 5 Address	11/6 /2002 **Reapp: 2/19/2003 3/1/2006**	3/24/2012 **03/04/2009**	Reese
12	**Tom McGrath** Ward 1 Address	3 /1 /2006 **Reapp: 02/18/2009**	3/1/2012	Tarkanian

Name	Appointment Date	Expiration Date	Recommended By:
13 Laurie R. Buchman	9 /17/2008	3/24/2012	Reese
Ward 2 Address	**Reapp: 03/04/2009**		
14 William McCurdy	12/5 /2001	2/20/2012	Steinman
Ward 5 Address	**Reapp: 1/22/2003 1/18/2006 1/21/2009**		
15 William Teel	12/17/2008	12/17/2011	Reese
Ward 6 Address	**Reapp:**		

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 2nd Wednesday of each month, 5:00 P.M., 749 Veterans Memorial Drive, Conference Room

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2009 MAR 27 A 10:46

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: VERNELL P. MCNEAL

Home Street Address: 1700 ALTA DR. #2089

City: LAS VEGAS **ZIP Code:** 89106

Work Street Address: 2280 N. LAS VEGAS BL.

City: N. LAS VEGAS **ZIP Code:** 89030

Employer: WALGREENS **Occupation:** ASST. MGR.

Home Phone Number: 868-8899 **Work Phone Number:** 649-1415

Other Phone Number: N/A **Email Address:** VERNELL.MCNEAL@YAHOO.COM

Please list the boards, commissions, or committees that you are interested in serving on:

CONSERVATION DISTRICT OF SO. NEVADA

PARKS AND RECREATION ADVISORY COMMITTEE

For office use only

CLV Y✓ N___

Ward 5

Date 4/13/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

LAS VEGAS TRAFFIC AND PARKING COMMISSION

LAS VEGAS TRAFFIC SIGNAL CAPITAL IMPROVEMENTS ADVISORY COMM.

NEVADA TEST SITE COMMUNITY ADVISORY BOARD

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I HAVE A STRONG DESIRE TO SERVE MY COMMUNITY. THIS IS ONE WAY THAT I CAN HELP MAKE LAS VEGAS A NICE PLACE TO LIVE AND GIVE BACK FOR THE GOOD LIFE THAT I'VE BEEN BLESSED WITH. I AM CURRENTLY SERVING ON THE ABOVE LISTED BOARDS

Please list any of your relatives or friends that work for the entity in which you would be serving:

NONE

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Vernell P. McNeal
1700 Alta Dr. #2089
Las Vegas, NV. 89106
(H) 702-868-8899
(C) 702-439-2873

OBJECTIVE

To secure a position where I can use my diversified background, experience, education, and skills.

SKILLS

U.S. Marine Corps Veteran
Managerial Experience
Strong Leadership/Supervisory Skills
Computer Literate

WORK EXPERIENCE

Sept. 05 – Present Walgreens Drug Store Las Vegas, NV.
Assistant Manager

Responsible for supervising associates in the front end of the store. Ensuring that our customers receive a high level of outstanding service. Audit registers, evaluate staff, and ensure company policies are followed.

Oct. 03 – Sept. 05 Savers Thrift Store Las Vegas, NV.
Operations Supervisor / Store Loss Prevention Specialist

Responsible for managing the day to day functions of the sales floor. Direct team members in various departments, monitor performance, give feed back and manage all aspects of the store when the Store Manager is not present.

June 99 – Oct. 03 Sav-On Drug Store Las Vegas, NV.
Assistant Manager

Assisted the General Manager in managing the operation of the store. Supervised the checkout area of the store, trained associates in the proper performance of their duties, performed all cash handling procedures, performed opening and/or closing procedures.

Aug. 98 – Sept. 00 In-Flight Sales, Inc. El Segundo, CA.
Security Agent

Examined and transported merchandise to be sold aboard major airlines as duty free items. Notified appropriate government agencies when violations were discovered. Holder of FAA and U.S. Customs Service Security Clearences.

May 97 – Aug 98 FTS, Inc Ontario, CA.
Distribution Supervisor

Responsible for training directing, and overall supervision of 3 lead men and approximately 25 warehouse workers in the areas of shipping/receiving, customer service, inventory control and order pulling.

June 81 – May 97 CA. Dept. of Corrections California
Correctional Sergeant

Responsible for the safety and well being of the public, staff, and inmates in CA. state prisons. Supervised Peace Officers and other staff in inmate housing units, work areas, and recreation areas. Trained staff in the proper use of firearms, chemical agents, and self defense. Served 10+ years as a SWAT member/instructor. Recipient of the CA. Distinguished Service Medal.

EDUCATION

- Las Vegas Citizens Police Academy, Las Vegas, NV. 8/07 - 11/07
- Clark County Election Board Officer Training, N. Las Vegas, NV. 6/06
- Las Vegas Citizens Fire Academy, Las Vegas, NV. 2/06 - 5/06
- Las Vegas Citizens Leadership Academy, Las Vegas, NV. 9/04 - 12/04
- Community Emergency Response Team Training (LVFR/FEMA), Las Vegas, NV. 05/02
- American Red Cross Disaster Action Team Training, Las Vegas, NV. 12/02-06/02
- CA. State Supervisors Training Academy, Sacramento, CA. 09/04
- Effective Supervision-Cal Poly University, Pomona, CA. 01/90-12/91
- FBI Officers Training Academy, San Bernardino, CA. 11/87
- CA. Hostage Negotiations Academy, Sacramento, CA. 03/87
- CA. SWAT Academy, Sacramento, CA. 10/84
- Correctional Academy, Sacramento, CA. 06/81
- General Business-Mt. San Antonio College, Walnut, CA. 08/78-01/81

COMMUNITY ACTIVITIES

Nevada Atomic Test Site Community Advisory Board Member (Since 4/06)

Las Vegas Traffic Signal Capital Improvements Advisory Committee (Since 6/05)

Las Vegas Traffic And Parking Commissioner (Since 5/05)

American Red Cross Disaster Action Team Member (Since 6/03)

Las Vegas Community Emergency Response Team Member (6/02)

Clark County Election Board Officer (Since 5/02)

VOLUNTEER ACTIVITIES

Committee to Re-elect Mayor Oscar Goodman, Las Vegas,NV. - 2007

Conference Ambassador - Metropolitan Fire Chiefs Conference, Las Vegas, NV. - 06/06

Official Host - 74th Annual US Conference of Mayors, Las Vegas, NV. - 05/06

Las Vegas Strategic Planning Session, Las Vegas, NV. - 11/05

Committee to Re-elect Mayor Oscar Goodman, Las Vegas, NV. - 2002

Committee to Re-elect Councilman Lawrence Weekly, Las Vegas, NV. - 2002

Mentor - MADD Dads, Inglewood, CA. Chapter - 1997/1999

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2010 MAY 10 A 11:35

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Trevor Hayes

Home Street Address: 3108 Sonia Drive

City: Las Vegas **ZIP Code:** 89107

Work Street Address: 6060 Elton Ave, Suite A

City: Las Vegas **ZIP Code:** 89107

Employer: Cooper Levinson **Occupation:** Attorney

Home Phone Number: 308-9993 **Work Phone Number:** 366-1125

Other Phone Number: _____ **Email Address:** thayes@hayeslawnevada.com

Please list the boards, commissions, or committees that you are interested in serving on:

Planning Commission, Redevelopment Agency, CPAC, Downtown Design Review, Historic Preservation, Parks & Rec, Traffic & Parking, Community Development Recommending, Neon museum, Neighborhood Partners Fund Arts

For office use only
CLV Y ✓ N ___
Ward 1
Date 5/10/2010

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

City of Las Vegas Collaborative Team for Value Assessment Program Review

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please list any of your relatives or friends that work for the entity in which you would be serving:

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Trevor Hayes
Addendum to Application

Please discuss your qualifications to serve on any boards, commissions, or committees:

I have been a Southern Nevada resident since 1992 and have always been interested in bettering the community. Many of my professional jobs have allowed me to take such a role (see attached résumé). After college, I worked as a newspaper reporter for the Associated Press and the Las Vegas Review-Journal before attending law school. After law school I began working for Lionel Sawyer & Collins as an administrative attorney, with a significant focus on local land use and state legislative matters.

The experience I gained representing the private sector before local governments has provided me with experience that would help me to serve the City of Las Vegas in a number of areas. I also represented another Southern Nevada city before the Nevada Legislature, providing me greater insight into city government. While my experience would assist me best on the Planning Commission, I am interested in serving on any of a number of boards.

Additionally, I am a 2005 graduate of the Las Vegas Citizens Leadership Academy. This program was run by the City of Las Vegas and introduced a group of citizens to a wide range of city departments.

Trevor Hayes

3108 Sonia Drive
Las Vegas, Nevada 89107
thayes@hayeslawnevada.com
(702) 308-9993

PROFESSIONAL EXPERIENCE:

Hayes Law — Las Vegas, NV
Attorney — September 2009 – Present

- Owner of a firm practicing administrative law, regulatory law, and legislative advocacy
- Representative clients include a $13 billion international technology company, a real estate developer, and a statewide trade association

Lionel Sawyer & Collins — Las Vegas, NV
Administrative Law Attorney/ Government Affairs Manager — May 2005 – September 2009

- Managed the state Legislative practice and Carson City office for the state's largest private law firm
- Represented more than 25 clients during two regular and three special sessions of the Legislature
- Drafted proposed legislation, testify before legislative committees, and work with legislators
- Advocated for clients in their interactions with state government entities, such as the Nevada Gaming Commission, Tax Commission, Transportation Authority, etc.
- Obtained permits, licenses, and entitlements from local governments
- Developed and implemented marketing strategies for the firm
- Teaching assistant to Bob Faiss in Boyd School of Law gaming law course
- *Super Lawyers* Rising Star, 2008, 2010, awarded to less than 2.5 percent of attorneys under age 40
- *Las Vegas Business Press* Rising Star of Business, 2007, one of 12 recipients
- Named a legislative standout by the Las Vegas Review-Journal, 2007

Meetings Media — San Francisco, CA
News/Features Editor — September 2001 – August 2002

- Wrote and edited stories, and managed a team of 20 freelance writers for travel industry magazines

Las Vegas Review-Journal — Las Vegas, NV
Staff Writer — January 2000 - August 2001

- As a business reporter, covered gaming, labor unions, technology, tourism, retail, and development
- As a suburban government reporter, covered Nevada's second and fourth largest cities
- Received Nevada Press Association, Honorable Mention for best business story

Associated Press — Las Vegas, NV
Reporter — October 1999 - January 2000

- Wrote breaking news and enterprise stories in Las Vegas for the world's largest news organization

The Resort at Summerlin — Las Vegas, NV
Public Relations Manager — *April 1999 – October 1999*

- Developed communication strategies, wrote press releases, and served as media contact

R & R Advertising — Las Vegas, NV
Assistant Account Executive — September 1998 – March 1999

- Wrote press releases, developed communications plans, and garnered media coverage for clients
- Received Association of Business Communicators Award of Merit for work on youth violence campaign

Freelance Writer — September 1997 - June 2003

- Wrote feature and news stories for local, regional and international publications
- Wrote a column of my experiences as a law student for vault.com

LEGAL INTERNSHIPS:

United States Attorney, Northern District of Illinois — **Chicago, IL**
Student Intern — Spring 2005
- Assisted attorneys in trial preparation through legal research and writing
- Prosecuted petty offense cases

Northwestern University School of Law — **Chicago, IL**
Bluhm Legal Clinic — Fall 2004
- Drafted motions, conducted investigations, and interviewed witnesses and clients
- Served as rapporteur at a legal aid conference in Africa, which resulted in a UN resolution

New York County (Manhattan) District Attorney — **New York, NY**
Intern — Summer 2004
- Sat second seat at a felony jury trial
- Assisted with and observed suspect interrogations, witness interviews, expert interviews, and trials
- Conducted research on substantive and procedural legal issues in preparation for trials

United States District Court, District of Nevada — **Las Vegas, NV**
Judicial Extern for Hon. James C. Mahan — Summer 2003
- Briefed the judge on civil and criminal cases and wrote bench memoranda and orders

Cook County State's Attorney — **Chicago, IL**
Legal Clerk — Summer 2003
- Honed legal research, writing and analysis by writing appellate briefs for the criminal appeals division

EDUCATION:

Northwestern University School of Law — **Chicago, IL**
Juris Doctor — May 2005
- International Team Project, visited Cuba, Thailand, and Cambodia as part of a comparative law course
- Elected by student body to serve as the Student Bar Association representative to the ABA
- Student Admissions Committee: Interviewed prospective students and planned admitted students' day
- Co-founder Media and Entertainment Law Society
- Illinois Bar Foundation scholarship recipient for Northwestern University School of Law
- Received ABA scholarship to attend the Forum on Communications Law annual conference

University of Nevada, Las Vegas — **Las Vegas, NV**
Bachelor of Arts, Communication Studies – Print Journalism
- Dean's Honor List
- President, Tau Kappa Epsilon social fraternity, named Brother of the Year and Most Inspirational
- Section-editor and staff writer for Rebel Yell student newspaper serving a student body of 20,000

PROFESSIONAL AND CIVIC AFFILIATIONS:
- Board Member, UNLV Alumni Association
- Founding Board Member, UNLV Greenspun School of Journalism Alumni Association
- Nevada Supreme Court Commission on Access to Justice, Subcommittee for Public Awareness
- Pro bono Volunteer, Children's Attorney Project at the Legal Aid Center of Southern Nevada
- Founding Board Member, Nevada Freedom of Information Coalition
- Founder and chairman, UNLV's Runnin' Rebel Ambassadors
- Co-chair of the State Bar of Nevada Young Lawyers Division Charity Golf Tournament
- Graduate, Las Vegas Citizens Leadership Academy
- Member, State Bar of Nevada

Please find attached a City of Las Vegas, board, commission, or committee interest form.

--
Trevor Hayes
3108 Sonia Drive
Las Vegas, NV 89107

Ph: 702-308-9993
Fax: 702-924-2573

RECEIVED
CITY CLERK

2008 NOV 17 A 11:30

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Victor Cochran

Home Street Address: ~~3304 Rabbit Brush Court~~ 10701 Angelo Tenero Ave.

City: Las Vegas **ZIP Code:** 89135

Work Street Address: Retired

City: _____ **ZIP Code:** _____

Employer: _____ **Occupation:** _____

Home Phone Number: _____ **Work Phone Number:** _____

Other Phone Number: 805 390-9207 cell **Email Address:** vmcochran@earthlink.net

Please list the boards, commissions, or committees that you are interested in serving on:

Park & Recreation Advisory Commission

Citizens Priority Advisory Committe CPAC

_____

For office use only

CLV Y___ N_✓_ UNINC

Ward N/A

Date 11/21/08

Extended 10/27/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Foxmoor HOA President - Westlake, CA 5 Yrs on board

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

BS UCLA

MBA UCLA

Corporate Controller $200 million company

35 Yrs budgeting & planning experience

RE Broker CA & NV

Please list any of your relatives or friends that work for the entity in which you would be serving: None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-47 – ABEYANCE ITEM - Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto. Proposed by: Greg Gammon, Chief of Fire and Rescue

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will adopt as the City's Fire Code the International Fire Code, 2009 Edition, as amended by two additional documents: the Southern Nevada Amendments (area-wide consensus provisions) and a Supplemental Document containing amendments particular to the City of Las Vegas. The International Fire Code, as amended, will replace the NFPA 1, Uniform Fire Code, 2003 Edition, as adopted by the City previously. Although the NFPA 1 Code has served the City well, the International Fire Code is a better match with the building code and other related codes adopted by the City.

RECOMMENDATION:
ABEYANCE to 1/4/2011 Recommending Committee meeting by the 12/14/2010 Recommending Committee for review, hearing and recommendation to the City Council for final action.

First Reading – 11/3/2010; First Publication – 11/19/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-47
2. Southern Nevada Fire Code Amendments
3. Supplemental Document
4. Bill No. 2010-47 First Amendment
5. Southern Nevada Fire Code Amendments – First Amendment
6. Supplemental Document – First Amendment
7. Business Impact Statement

BILL NO. 2010-47

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AS THE CITY'S FIRE CODE THE INTERNATIONAL FIRE CODE, 2009 EDITION, TOGETHER WITH LOCAL MODIFICATIONS AND SUPPLEMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Greg Gammon, Chief of Fire and Rescue

Summary: Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 16, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 16, Chapter 16, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 10, reading as follows:

16.16.010: (A) Those certain documents that are designated as follows, and copies of which are on file in the office of the City Clerk, are hereby adopted by reference as Parts I, II and III of the Fire Code of the City and of this Chapter:

(1) As Part I of this Chapter, the International Fire Code, 2009 Edition (hereinafter "IFC, 2009 Edition"), as promulgated by the International Code Council, together with Appendices A and F thereof;

(2) As Part II of this Chapter, the Southern Nevada Fire Code Amendments, amending, modifying, adding to and deleting certain provisions of the IFC, 2009 Edition; and

(3) As Part III of this Chapter, a Supplemental Document amending, modifying, adding to and deleting certain provisions of the Southern Nevada Fire Code Amendments and the IFC, 2009 Edition.

(B) If a conflict exists between:

(1) Any provision of the IFC, 2009 Edition, as modified or supplemented by the Southern Nevada Fire Code Amendments and the Supplemental Document, and

(2) Any other code or ordinance adopted by the City,

➥the more stringent requirement providing the greatest safety from fire shall prevail.

SECTION 3: The Southern Nevada Fire Code Amendments and the Supplemental Document referred to in Section 2 of this Ordinance are attached hereto and incorporated by this reference.

SECTION 4: For purposes of convenience, administration and enforcement, the Department of Fire and Rescue, following the adoption of this Ordinance, is authorized to publish a document that combines and coordinates the provisions adopted in Section 2 of this Ordinance as Parts II and III of the City's Fire Code and LVMC Chapter 16.16.

SECTION 5: The NFPA 1, Uniform Fire Code, 2003 Edition, together with its corresponding Supplement Document, are hereby repealed in their entirety. However, for transition purposes, the Department of Fire and Rescue, in its discretion, may apply the provisions of those documents to structures and facilities whose plans have been processed under the provisions of those documents.

SECTION 6: In connection with Section 113 of the IFC, 2009 Edition, the City Council is authorized to adopt, by means of resolution, a fee schedule for permits and services pertaining to the administration and enforcement of the Fire Code as adopted by the City. Upon the adoption of such a resolution, the fee schedule so adopted shall replace and supersede all fee schedules adopted in connection with previous fire codes. The fee schedule may be amended from time to time by means of resolution.

SECTION 7: Under the supervision of the Chief of Fire and Rescue, the Fire Prevention Division of the Department of Fire and Rescue shall enforce the regulations of the State Fire Marshal.

SECTION 8: This Ordinance shall become effective on January 1, 2011.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the

City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 10: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 11: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 10-20-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Consistent with the City's sustainability efforts to reduce paper use, original backup documentation pertaining to this item can be viewed by referring to the November 3, 2010 City Council meeting, Item 54. Subsequently, this backup has been replaced by the First Amendment documentation attached herewith.

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FIRST AMENDMENT

BILL NO. 2010-47

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AS THE CITY'S FIRE CODE THE INTERNATIONAL FIRE CODE, 2009 EDITION, TOGETHER WITH LOCAL MODIFICATIONS AND SUPPLEMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Greg Gammon, Chief of Fire and Rescue

Summary: Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

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16.16.010: (A) Those certain documents that are designated as follows, and copies of which are on file in the office of the City Clerk, are hereby adopted by reference as Parts I, II and III of the Fire Code of the City and of this Chapter:

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(2) As Part II of this Chapter, the Southern Nevada Fire Code Amendments, amending, modifying, adding to and deleting certain provisions of the IFC, 2009 Edition; and

(3) As Part III of this Chapter, a Supplemental Document amending, modifying, adding to and deleting certain provisions of the Southern Nevada Fire Code Amendments and the IFC, 2009 Edition.

(B) If a conflict exists between:

(1) Any provision of the IFC, 2009 Edition, as modified or supplemented

by the Southern Nevada Fire Code Amendments and the Supplemental Document, and

(2) Any other code or ordinance adopted by the City,

➥the more stringent requirement providing the greatest safety from fire shall prevail.

SECTION 3: The Southern Nevada Fire Code Amendments and the Supplemental Document referred to in Section 2 of this Ordinance are attached hereto and incorporated by this reference.

SECTION 4: For purposes of convenience, administration and enforcement, the Department of Fire and Rescue, following the adoption of this Ordinance, is authorized to publish a document that combines and coordinates the provisions adopted in Section 2 of this Ordinance as Parts II and III of the City's Fire Code and LVMC Chapter 16.16.

SECTION 5: The NFPA 1, Uniform Fire Code, 2003 Edition, together with its corresponding Supplement Document, are hereby repealed in their entirety. However, for transition purposes, the Department of Fire and Rescue, in its discretion, may apply the provisions of those documents to structures and facilities whose plans have been processed under the provisions of those documents.

SECTION 6: In connection with Section 113 of the IFC, 2009 Edition, the City Council is authorized to adopt, by means of resolution, a fee schedule for permits and services pertaining to the administration and enforcement of the Fire Code as adopted by the City. Upon the adoption of such a resolution, the fee schedule so adopted shall replace and supersede all fee schedules adopted in connection with previous fire codes. The fee schedule may be amended from time to time by means of resolution.

SECTION 7: Under the supervision of the Chief of Fire and Rescue, the Fire Prevention Division of the Department of Fire and Rescue shall enforce the regulations of the State Fire Marshal.

SECTION 8: This Ordinance shall become effective on January 1, 2011.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 10: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 11: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11/18/10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Southern Nevada Fire Code Amendments

Southern Nevada Fire Code Committee

Clark County – Henderson - Las Vegas – North Las Vegas

FINAL CONSENSUS

September 1, 2010

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International Fire Code

101.2.1

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

The following appendices are hereby adopted and are a part of this code:

Appendix B – Fire-flow requirements for buildings, as amended

Appendix C – Fire hydrant locations and distribution, as amended

Appendix H – Hazardous materials management plan (HMMP) and hazardous materials inventory statement (HMIS) instructions

Appendix J – Emergency responder radio coverage system, as amended

Appendix K – Proprietary(self) monitoring, as amended

102.7.1

102.7.1 Local codes. The revised locally adopted codes listed below shall replace the listed referenced documents. References contained herein shall refer to the locally adopted codes.

IBC-09 2009 International Building Code

IMC-09 International Mechanical Code is replaced with 2009 Uniform Mechanical Code

IPC-09 International Plumbing Code is replaced with 2009 Uniform Plumbing Code

IRC-09 2009 International Residential Code

104.9

104.9 Alternative materials and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. The *fire code official* is authorized to approve an alternative material or method of construction where the *fire code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purposes intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. The *fire code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a Nevada registered design professional.

105.1.4

105.1.4 Certificate of Insurance. A valid Certificate of Insurance shall be submitted to, or be on file with, the *fire code official* when applying for a permit to conduct specific operations.

Exception: The requirement for an insurance certificate may be waived by the fire code official's Risk Manager.

105.1.4.1 Certificate Information Required. The certificate shall be issued by an insurance company authorized to conduct business in the State of Nevada, or be named on the list of authorized insurers maintained by the Nevada Department of Business and Industry, Division of Insurance.

The following information shall be provided on the certificate:

1. The contractor shall be named as the insured. If the insurance is provided by an individual, company or partnership other than the contractor, the contractor shall be named as an additional insured.
2. "*insert name of jurisdiction* it's agents, employees and volunteers" shall be named as both an additional insured and certificate holder
3. General liability limits, including contractual liability, in the minimum amounts specified below of the specific operation being conducted:
    a. To erect temporary membrane structures, tents, or canopies. See Chapter 24 $2,000,000.
    b. To use explosive materials or to conduct pyrotechnic displays. See Chapter 33 $5,000,000
    c. To operate a special amusement building. See Chapter 9. $2,000,000.

105.1.4.2 Additional Insurance. Greater liability insurance amounts may be required in certain cases (such as building implosions) as deemed necessary by the *fire code official*.

105.3.1

105.3.1 Expiration. An operational permit shall remain in effect until reissued, renewed, or revoked or for such a period of time as specified in the permit, not exceeding one year from date of issuance. Construction permits shall automatically become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee to recommence work, if any, shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspension or abandonment has not exceeded one year. Permits are not transferable and any changes in occupancy, operation, tenancy or ownership shall require a new permit to be issued.

105.6.23

105.6.23 Hot work operations. An operational permit is required for hot work including, but not limited to:

1. Public exhibitions and demonstrations where hot work is conducted.
2. Use of portable hot work equipment inside, upon, or within 10 feet of a structure.

   Exception: Work that is conducted under a construction permit.
3. Fixed-site hot work equipment such as welding booths.
4. Hot work conducted within a hazardous fire area.
5. Application of roof coverings with the use of an open-flame device.
6. When approved, the *fire code official* shall issue a permit to carry out a Hot Work Program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in Chapter 26. These permits shall be issued only to their employees or hot work operations under their supervision.

105.6.40

105.6.40 ~~Rooftop~~ Heliports, Helistops, and Emergency Landing Pads. An operational permit is required for the operation of a ~~rooftop~~ heliport, helistop, and/or emergency landing pad. See Chapter 11 and NFPA 418

105.6.47 thru 105.6.61

105.6.47 Emergency responder radio coverage system. An operational permit is required to operate an emergency responder radio coverage system regulated by Chapter 5 and Appendix J.

105.6.48 Filming. An operational permit is required to film, or broadcast at a public studio, production location, or sound stage. See Section 321.

105.6.49 Fire Pumps. An operational permit is required for facilities that contain a fire pump. See Chapter 9 and NFPA 20

105.6.50 Fire Suppression and Extinguishing Systems. An operational permit is required for facilities that contain a fire suppression or extinguishing system. See Chapter 9

105.6.51 Firewood. An operational permit is required to store firewood in excess of 50 cords. See Chapter 19

105.6.52 Flame effects. An operational permit is required to produce combustion through the use of flammable solids, liquids, or gases to produce thermal, physical, visual, or audible phenomenon for entertainment, exhibition, demonstration or simulation. See NFPA 160

105.6.53 Mobile fueling site. An operational permit is required to operate each site where mobile fueling takes place. See Chapter 34

105.6.54 Mobile fueling vehicle. An operational permit is required to operate a mobile fueling vehicle. See Chapter 34

105.6.55 Monitoring facilities. An operation permit is required for any facility that remotely monitors electronic signals initiated by fire protection systems such as central or supervising facilities.

105.6.56 Proprietary /self-monitoring. An operational permit is required to operate an onsite proprietary (self) monitoring fire alarm system. See Appendix K.

105.6.57 Smoke Control System. An operational permit is required for facilities that have smoke control systems.

105.6.58 Smoke Removal Systems. An operational permit is required for facilities that have smoke removal systems.

105.6.59 Special Activity. An operational permit is required at locations that operate Christmas trees, pumpkin patch lots, and similar activities. See Section 320.

105.6.60 Tire storage An operational permit is required to store tires in excess of 1,000 cubic feet (28.3 m^3). See Chapter 25

105.6.61 Wood pallets. An operational permit is required to store or rehabilitate pallets in an area exceeding 500 sq. ft. (46 m^2) See Section 319.

105.7.1

105.7.1 Automatic fire-extinguishing systems.

A construction permit is required for the following:

1. Installation of or modification to an automatic fire-extinguishing system.
2. Replacement of recalled fire protection components.

Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.3

105.7.3 Compressed gases. When the compressed gases in use or storage exceed the amounts listed in Table 105.6.8, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service or close or substantially modify *a compressed gas system.*

Exceptions:

1. Routine maintenance.
2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

A construction permit is required to install, extend, alter, or modify a medical gas system.

Exception: Level 3 compressed air and/or piped vacuum systems as defined by NFPA 99, *Standard for Health Care Facilities.*

105.7.4

105.7.4 Cryogenic fluids. A construction permit is required for installation of or alteration to ~~outdoor~~ stationary cryogenic fluid storage systems and for fog effect systems that utilize CO^2 or cryogenic fluids where the system capacity exceeds the amounts listed in Table 105.6.8 or Table 105.6.10. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.5

105.7.5 Fire alarm and detection systems, ~~and~~ related equipment and dedicated function fire alarm systems (i.e., monitoring). A construction permit is required for the following:

1. Installation of or modification ~~to fire alarm and detection systems and related equipment~~ (including but not limited to: extending; reprogramming; upgrading field programmable EPROM, or altering) to fire alarm and detection systems, related equipment, and dedicated function fire alarm systems.
2. Replacement of recalled fire protection components.
3. Control equipment replacement.

Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.11

105.7.11 ~~Private~~ Fire Hydrants and Associated Supply Piping. A construction permit is required for the installation or modification of ~~private~~ fire hydrants, including temporary hydrants, and the associated supply piping.

105.7.15 thru 105.7.24

105.7.15 Access gates. A construction permit is required for the installation of or modification to each access gate (including both manual and automatic gates) obstructing a fire apparatus access road. See Chapter 5

105.7.16 Emergency responder radio coverage system. A construction permit is required for installation of or modification to emergency responder radio coverage systems and related equipment regulated by Chapter 5 and Appendix J. A construction permit shall be issued prior to commencing the installation.

105.7.17 Fire apparatus access road plan. A construction permit is required for the installation of or modification to a fire apparatus access road required for access to a protected premise. See Chapter 5 and Appendix C

105.7.18 Fire Protection Report. A permit is required for the review and approval of a Fire Protection (Life Safety) Report. See Chapter 9.

105.7.19 Proprietary(self) monitoring facilities. The *Fire code official* is authorized to require a construction permit for the installation of or modification to an onsite proprietary (self) monitoring facility. See Appendix K

105.7.20 Heliports, Helistops, and Emergency Landing pads. A construction permit is required for the installation of or modification to a heliport, helistop, and/or emergency landing pad. See Chapter 3 and NFPA 418

105.7.21 Refrigeration systems. A construction permit is required for installation of a mechanical refrigeration system covered by Section 606.

105.7.22 Smoke Control System. A construction permit is required for the installation of or modification to a smoke control system. See Chapter 9

105.7.23 Smoke Removal System. A construction permit is required for the installation of or modification to a smoke removal system. See Chapter 9

105.7.24 Water tanks A construction permit is required for the installation of or modification to a water tank used for supply of a fire protection system. See Chapter 9 and NFPA 22.

Exception: Permits are not required for installation of tanks controlled by a water purveyor governed by the Nevada Public Service Commission, a State of Nevada charter, or other public franchise.

108

~~SECTION 108~~

~~BOARD OF APPEALS~~

~~108.1 Board of appeals, established. In order to hear and decide appeals of orders, decisions or determinations made by the *fire code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The *fire code official* shall be an ex officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *fire code official*.~~

~~108.2 Limitations on authority. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.~~

~~108.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems and are not employees of the jurisdiction.~~

111.4

111.4 Failure to comply. Any person who shall continue any work after being served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as determined by the authority having jurisdiction. ~~of not less than ( ) dollars or more than ( ) dollars.~~

201.3

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the ~~International Building Code, International Fuel Gas Code, International Mechanical Code or International Plumbing Code, or~~ other codes adopted by this jurisdiction, such terms shall have the meanings ascribed to them as in those codes.

202

FALSE ALARM is the activation or reporting of an alarm for which no such alarm condition, fire or emergency actually exists. Additionally, False Alarm is the willful and knowing initiating or transmission of a signal, message or other notification of an event of fire when no such danger exists.

SMOKE CONTROL, DEDICATED SYSTEMS. Dedicated smoke-control systems are intended for the purpose of smoke control only. They are separate systems of air moving and distribution equipment that do not function under normal building operating conditions. Upon activation, these systems operate specifically to perform the smoke-control function.

SMOKE CONTROL, NON-DEDICATED SYSTEMS. Non-dedicated systems are those that share components with some other system(s) such as the building HVAC system. Activation causes the system to change its mode of operation to achieve the smoke-control objectives.

202

Group I-4, day care facilities. This group shall include buildings and structures occupied by persons of any age who receive custodial care for less than 24 hours by individuals other than parents or guardians, relatives by blood, marriage or adoption, and in a place other than the home of the person cared for. A facility such as the above with ~~five~~ six or fewer persons shall be classified as a Group R-3 or shall comply with the *International Residential Code* in accordance with Section 101.2 of the *International Building Code*. Places of worship during religious functions are not included.

Adult care facility. A facility that provides accommodations for less than 24 hours for more than five unrelated adults and provides supervision and personal care services shall be classified as Group I-4.

> **Exception:** Where the occupants are capable of responding to an emergency situation without physical assistance from the staff, the facility shall be classified as Group R-3.

Child care facility. A facility that provides supervision and personal care on less than a 24-hour basis for more than ~~five~~ six children 2½ years of age or less shall be classified as a Group I-4.

Exception: A child day care facility that provides care for more than ~~five~~ six but no more than 100 children 2½ years or less of age, where the rooms in which the children are cared for are located on a *level of exit discharge* serving such rooms and each of these childe care rooms has an exit door directly to the exterior, shall be classified as Group E.

Residential Group R. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Group I or when not regulated by the *International Residential Code* in accordance with Section 101.2 of the *International Building Code*. Residential occupancies shall include the following:

R-1 Residential occupancies containing sleeping units where the occupants are primarily transient in nature, including:

Boarding houses (transient)

Hotels (transient)

Motels (transient)

Congregate living facilities (transient) with 10 or fewer occupants are permitted to comply with the construction requirements for Group R-3.

R-2 Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature, including:

Apartment houses

Boarding houses (nontransient)

Condominiums (nontransient)

Convents

Dormitories

Fraternities and sororities

Hotels (nontransient)

Live/work units

Monasteries

Motels (nontransient)

Vacation timeshare properties

Congregate living facilities with 16 or fewer occupants are permitted to comply with the construction requirements for Group R-3.

R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two *dwelling units*.

Adult care facilities that provide accommodations for five or fewer persons of any age for less than 24 hours.

Child care facilities that provide accommodations for ~~five~~ six or fewer persons of any age for less than 24 hours.

Congregate living facilities with 16 or fewer persons.

Adult care and child care facilities that are within a single-family home are permitted to comply with the *International Residential Code*.

R-4 Residential occupancies shall include buildings arranged for occupancy as residential care/assisted living facilities including more than five but not more than 16 occupants, excluding staff.

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this code or shall comply with the International Residential Code, provided the building is protected by an automatic sprinkler system installed in accordance with Section 903.2.8.

The following summarizes how the various Southern Nevada jurisdictions license home day cares:

Clark County

In accordance with Title 6, Chapter 6.16, Section 20 of the Clark County Code, the Clark County Department of Business License categorizes home-based child care facilities for business licensing and regulatory purposes into one of two categories:

(1) A "family child care home" is any family dwelling in which the licensee regularly provides care, without the presence of parents, for one but not more than six children.

(2) A "group child care home" is a facility in which the licensee regularly provides care for at least seven but not more than twelve children. The increase number of children allowed in a group child care home is contingent upon a minimum of two caretakers working at all times. These definitions are similar to the definitions used in NAC/NRS 432A. As such, Clark County is consistent with the Nevada Bureau of Services for Child Care in that a "family home" (State term) or "family child care home" (County term) is licensed for a maximum of six (6) children.

Henderson

According to the Business License Division of the City of Henderson's Finance Department, the City of Henderson has elected to not license child care facilities. In accordance with NRS 432A.131, when a city or county does not establish its own agency for the licensing of child care facilities, then licensing of all such facilities in that city or county is the jurisdiction of the Nevada Bureau of Services for Child Care. Therefore, all home day care facilities in

Henderson are licensed by the Nevada Bureau of Services for Child Care and are subject to the requirements of NAC/NRS 432A, which means home day cares in Henderson are licensed for up to six (6) children.

Las Vegas

According to Title 6, Chapter 6.24.005 of the City of Las Vegas Code, the City will no longer license or regulate child care facilities, effective May 9, 2009. As of May 9, 2009, all child care facilities in the City of Las Vegas will be licensed and regulated directly by the Nevada Bureau of Services for Child Care in accordance with NAC/NRS 432A. Therefore, all home day cares in the City of Las Vegas will now be licensed by the State for a maximum of six (6) children.

North Las Vegas

According to Title 5, Chapter 5.14.010 of the City of North Las Vegas' Code, the City limits "family day care homes" to a maximum of four (4) children twelve (12) years of age or younger, and limits "day nurseries" to the care of at least five (5) but not more than ten (10) children under the age of sixteen (16). As such, the City of North Las Vegas has more restrictive limitations on home day cares than the IBC or the Nevada Bureau of Services for Child Care.

Mesquite

According to the City of Mesquite Code, the City will license a childcare facility only after it has obtained the required license from the Nevada Bureau of Services for Child Care. Therefore, all home day cares in the City of Mesquite are licensed for up to six (6) children in accordance with NAC/NRS 432A. [Note: Maria Trujillo from the City of Mesquite indicated that they currently only have one licensed day care provider in the city.]

Boulder City

According to the Boulder City Business Licensing Department, the City of Boulder City does not currently have the regulatory or inspection staff to support oversight of licensing for child care facilities. Therefore, the City of Boulder City has elected to not license child care facilities. In accordance with NRS 432A.131, when a city or county does not establish its own agency for the licensing of child care facilities, then licensing of all such facilities in that city or county is the jurisdiction of the Nevada Bureau of Services for Child Care. Therefore, all home day care facilities in Boulder City are licensed by the Nevada Bureau of Services for Child Care and are subject to the requirements of NAC/NRS 432A, which means home day cares in Boulder City are licensed for up to six (6) children in accordance with NAC/NRS 432A.

Pahrump

According to the City of Pahrump's web-site, the City will license a childcare facility only after it has obtained the required license from the Nevada Bureau of Services for Child Care. Therefore, all home day cares in the City of Pahrump are licensed for up to six (6) children in accordance with NAC/NRS 432A.

Summary

This proposal will benefit the jurisdictions in Southern Nevada by eliminating a conflict between the NAC/NRS and the 2009 IBC. If approved, this proposal would allow home day cares that provide care for a maximum of six (6) children to have a business license issued by the State and/or the local jurisdiction without requiring the

caretaker's home to comply with the 2009 IBC, whether as a Group I-4 or R-3 occupancy. Instead, the caretaker's home would be permitted to comply with the 2009 IRC.

Please note that this proposal only addresses home day cares that provide service for a maximum of six (6) children. Those home day cares that provide care for more than six children would still be required to comply with the IBC requirements for a Group I-4 occupancy.

307.2

307.2 Permit required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, or prevention or control of disease or pests~~, or a bonfire~~. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

307.4.1

307.4.1 Bonfires. ~~A bonfire shall not be conducted within 50 feet (15240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50 feet (15240) of a structure shall be eliminated prior to ignition.~~

Bonfires are prohibited.

307.4.4

307.4.4 Commercial Barbecue. Barbecue pits used for commercial cooking operations in buildings shall be constructed as commercial food heat-processing equipment in accordance with the Mechanical Code. See also Section 904. Barbecue pits in outdoor locations shall be constructed of concrete or approved noncombustible materials and shall not be located within 10 feet (3048 mm) of combustible walls or roofs or other combustible material.

308.1.4

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices, including electric barbecues that produce open flames, shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings

~~2. Where buildings, balconies and decks are protected by an automatic sprinkler system.~~

~~3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2½ pounds [nominal 1 pound (0.454 kg) LP-gas capacity].~~

311.2.2

311.2.2 Fire protection. ~~Fire alarm,~~ ~~s~~ Sprinkler and standpipe systems, including monitoring, shall be maintained in an operable condition at all times. The following exceptions may be used after obtaining approval from the *fire code official.*

Exceptions:

1. When the premises have been cleared of all combustible materials and debris and in the opinion of the *fire code official*, the type of construction, fire separation distance and security of the premises do not create a fire hazard.
2. Where the buildings will not be heated and fire protection systems will be exposed to freezing temperatures, fire alarm and sprinkler systems are permitted to be placed out of service and standpipes and permitted to be maintained as dry systems (without an automatic water supply) provided the buildings has no contents or storage, and windows, doors and other openings are secured to prohibit entry by unauthorized persons.

314.3

314.3 Highly combustible goods. The display of highly combustible goods, including but not limited to fireworks, flammable or combustible liquids, liquefied flammable gases, oxidizing materials, pyroxylin plastics and agricultural goods in main exit access aisles, corridors covered malls, or within 5 feet (1524 mm) of entrances to exits and exterior exit doors is prohibited ~~when a fire involving such goods would rapidly prevent or obstruct egress.~~

318.1

SECTION 318

EXHIBITIONS AND TRADE SHOWS

318.1 General. Indoor Exposition and Trade Show Facilities are addressed in this section. These include, but are not limited to exhibition halls, convention general sessions, association meetings, product convention showrooms; trade shows with or without booths, and political conventions that constitute temporary assembly uses. An operational permit shall be obtained in accordance with Section 105.6.

318.2

318.2 Exhibits (Booths). Exhibits (booths) shall comply with 318.2.1 through 318.2.5.

318.2.1 Automatic Sprinklers

318.2.1.1 Single-level exhibit booths exceeding 1,000 sq. ft. (93 sq. m.) and covered with a ceiling shall be protected by automatic fire sprinklers installed within the booth.

318.2.1.2 Each level of multi-level exhibit booths shall be protected by an automatic fire sprinkler system installed within the booth where the accessible floor area of the upper walking level(s) is greater than 300 sq ft. (27.9 sq. m).

318.2.1.3 The water supply and piping for the fire sprinkler protection for exhibit booths shall be an approved temporary means provided by an existing standpipe system or an existing fire sprinkler system.

318.2.1.4 Hydraulic calculations shall be provided to the Authority Having Jurisdiction when the sprinklers required by Section 318.2.1.1 and 318.2.1.2 are supplied by the standpipe system or in a hydraulically most remote location as defined by the currently adopted edition of Standard for the Installation of Sprinklers, NFPA 13.

318.2.2 Horizontal Separation between Booths. A single exhibit (booth) or group of exhibits (booths) that do not require fire sprinklers shall be separated by a distance of not less than 8 ft. (2.4 m) where the aggregate ceiling exceeds 1000 sq. ft. (93 sq. m.).

318.2.3 Travel Distance within Booths. The travel distance within the exhibit booth or exhibit enclosure to an exit access aisle shall not exceed 50 ft. (15 m).

318.2.4 Means of Egress from Booths. The upper deck of multi-level exhibit booths exceeding 300 sq. ft. (28 sq. m.) shall have not less than two remote means of egress.

318.2.5 Construction Materials. Exhibit booths shall be constructed using any of the following:

(1) Noncombustible materials

(2) Wood exceeding ¼ in. (6.3 mm) nominal thickness

(3) Wood that is pressure-treated, fire-retardant wood meeting the requirements of NFPA 703, *Standard for Fire Retardant-Treated Wood and Fire-Retardant Coatings for Building Materials.*

(4) Flame-retardant materials complying with NFPA 701, *Standard Methods of Fire Tests for Flame Propagation of Textiles and Films*

(5) Textile wall coverings, such as carpeting and similar products used in wall or ceiling finishes complying with Section 803.5.1 of the IFC.

(6) Plastics limited to a Class A flame spread index.

(7) Foamed plastics and materials containing foamed plastics complying with Section 807.4.2.1 of the IFC.

(8) Cardboard, honeycombed paper, and other combustible materials having a heat release rate for any single fuel package that does not exceed 150 kW where tested in accordance with UL 1975, *Standard for Fire Tests for Foamed Plastics Used for Decorative Purposes.*

(9) Alternate materials as approved by the fire code official.

318.3

318.3 Decorative Curtains, and Textiles

318.3.1 Curtains, drapes, and textiles used in temporary exhibitions and trade shows shall comply with Section 318, and shall not be required to comply with Section 807. Curtains, drapes and textiles shall comply with Standard Method of Fire Tests for Flame Propagation of Textiles and Films, NFPA 701, Test Method 2. Compliance shall be indicated by a tag affixed to each curtain, drape, or textile. The tag shall be affixed by the owner of the material after gaining assurance that the material is inherently flame retardant, provided with current flame retardant treatment, or otherwise is compliant with NFPA 701. The tag shall indicate the name of the owner of the material and a statement indicating compliance with the Fire Code. The fire code official is authorized to conduct field test in accordance with the current edition of NFPA 705, *Recommended Practice for a Field Flame Test of Textiles and Films*, on any curtain, drape or textile installed.

318.3.2 Curtains, drapes and textiles shall comply with Standard Method of Fire Tests for Flame Propagation of Textiles and Films, NFPA 701, Test Method 2.

> **Exception:** Free-standing partitions situated in a manner to permit the minimum required egress width to one or both sides of the partition shall be permitted. The paths of egress provided around the partition shall be marked by exit signs complying with Chapter 10.

318.3.3 Curtains, drapes or textiles shall not be installed to cover exit signs, means of egress components, sprinklers, strobes, horn-strobes, standpipe outlets, hose cabinets, fire extinguishers, or any other fire protection equipment.

318.3.4 Ceiling suspended curtains drapes and textiles in exhibition spaces are to have a minimum of 18 inches of clear space between the top of the material and the sprinkler deflector.

> **Exception:** Clearance between the ceiling and the top of the curtain, drape or textile is not required when the curtain, drape, or textile is within 6 inches of a full-height wall.

318.3.5 The amount of temporary ceiling hung curtains, drapes or textiles in exhibition spaces equipped throughout with automatic sprinklers shall not be limited and shall comply with 318.3.1 through 318.3.3.

318.4

318.4 Demonstration cooking and food warming in exhibition spaces shall comply with the following:

1. All cooking appliances shall be listed or approved by a nationally recognized testing agency.
2. All cooking equipment is to be operated according to the manufacturers' recommendations and operating instructions. Equipment recommended for outdoor use shall not be used indoors.
3. All cooking equipment (deep fat fryers and woks) operations using combustible oils shall meet all of the following criteria:
    a. Metal lids sized to cover the horizontal cooking surface are to be provided.
    b. The cooking surface is limited to 288 sq in (two sq ft).
    c. Cooking equipment exceeding 288 sq in aggregate surface area shall be provided with an automatic extinguishing system installed according to NFPA 17A.
    d. Cooking equipment exceeding 288 sq in shall be provided with a mechanical exhaust system in accordance with the mechanical code.
    e. The fryer is to be separated from all other equipment by a distance not less than 24 in.
    f. These cooking displays must be separated from all other combustibles by a distance not less than 10 ft.
    g. The volume of cooking oil per appliance is not to exceed 3 gal.
    h. The volume of cooking oil per booth is not to exceed 8 gal.
    i. Deep fat fryers shall be electrically powered and have a shut-off switch.
4. Class-K fire extinguishers shall be provided within 30-ft of each cooking operation in accordance with 904.11.5.
5. Solid fuel cooking equipment shall be protected in accordance with the mechanical code.
6. LP-gas used for displays and demonstrations shall be in accordance with section 3803.2.1.5.

318.5

318.5 Plans. Plans for the exhibition or trade show shall be submitted to the authority having jurisdiction for approval, along with application for an operational permit, prior to setting up any exhibit. The plans shall show all pertinent details of the proposed exposition which shall include the following as applicable:

1. Overall floor plan (either drawn to scale or dimensioned properly)
2. Egress analysis showing conformance with chapter 10 of the IFC
3. Seating arrangements and/or table and chair configurations
4. Locations of all exhibits (booths, aisles and exits)
5. Locations of temporary walls, partitions, or curtains
6. Lobby and registration area usage
7. Location of temporary platforms (along with any intended use beneath the platform)
8. Location of fire protection equipment (e.g. extinguishers, fire alarm devices, hose cabinets, etc.)
9. Temporary fire protection equipment to be installed (note: This requires a separate installation permit)
10. Copy of excerpt from show management information guide serving notice that all exhibits shall comply with applicable codes and shall have all necessary Fire Code permits.

319

319.1 General. New and existing facilities with either storage or rehabilitation of pallets shall be in accordance with Sections 319.1 thru 319.6.3 and Section 1903.

319.2 Permits. An operational permit is required for new and existing facilities which store more than fifty (50) idle pallets on site, either inside or outside of a building. For a commercial pallet yard, a site plan demonstrating compliance with Section 319 shall be submitted for review and approval prior to issuance of the operational permit.

319.3 Fire Flow. The minimum required fire flow in pallet storage yards shall not be less than 2,000 gpm (7571 L/m). For storage yards with stable piles greater that 6,200 sq. ft. (576 m^2) the required fire flow will follow the requirements of Appendix B, Table B105.1 for Type V-B construction. Pallet storage yards shall not exceed the available fire hydrant flow and spacing.

319.4 Fire Hydrants. Fire hydrants required for fire flow purposes for pallet storage array(s) shall be provided within three hundred (300) feet (152.4m) of hose lay to all pallets.

319.5 Fire Department Access. Fire apparatus access roads in accordance with Section 503 shall be located within one hundred fifty (150) feet (45,720mm) of all portions of the pallet storage array(s). Permanent delineation of on-site fire apparatus access roads shall be provided as required by the *fire code official*.

319.6 Idle Pallet Storage

319.6.1 Exterior storage and storage arrays at commercial pallet yards. Exterior pallet storage arrays shall comply with all of the following:

1. Stacks shall not exceed a height of fifteen (15) ft. (4.57 m) or any height restriction set by other ordinances of the jurisdiction, whichever is lower.
2. Stacks shall be no closer than eight (8) ft. (2.44 m) to any property line or a distance equal to the stack height, whichever is greater.
3. Stacks shall be no closer than eight (8) ft. (2.44 m) to any other on-site storage.
4. Stacks shall be no closer than fifteen (15) ft. (4.57 m) to any on-site structure.
5. Stacks shall be arranged to form stable piles.
6. Piles shall not contain more than six thousand (6,000) cu. ft. (170 m^3) of pallets.
7. Piles shall be separated by a minimum distance of eight (8) ft. (2.44 m).

8. Piles shall be arranged in a grid system to form pallet storage arrays with a maximum dimension of fifty (50) ft. by fifty (50) ft. (15.25 m by 15.25 m).
9. Pallet storage arrays shall be separated by a minimum distance of twenty four (24) ft. (7.32 m).

319.6.2 Exterior storage at other occupancies (not a commercial pallet yard). Exterior pallet storage shall comply with all of the following:

1. Stacks shall not exceed a height of fifteen (15) ft. (4.57 m) or any height restriction set by other ordinances of the jurisdiction, whichever is lower.
2. Stacks shall be no closer than eight (8) ft. (2.44 m) to any property line or a distance equal to the stack height, whichever is greater.
3. Stacks shall be no closer than eight (8) ft. (2.44 m) to any other on-site storage.
4. Stacks shall be no closer than fifteen (15) ft. (4.57 m) to any on-site structure. In order for stacks to be closer than fifteen (15) ft. to an on-site structure, they shall maintain minimum clearances based on the quantity of pallets and the level of protection provided by the building construction as follows:
   a. 50 pallets or less adjacent to a masonry building with no openings within twenty (20) ft. (6 m) of the pallets, or a masonry building with protected openings and outside automatic sprinklers is zero (0) ft. (0 m).
   b. 51 to 200 pallets adjacent to a masonry building with no openings within twenty (20) ft. (6 m) of the pallets, or a masonry building with protected openings and outside automatic sprinklers is eight (8) ft. (2.44 m).
   c. 50 pallets or less adjacent to a fully sprinklered wood or metal building is eight (8) ft. (2.44 m).
   d. 51 to 200 pallets adjacent to a fully sprinklered wood or metal building with outside automatic sprinklers is eight (8) ft. (2.44 m).
5. Stacks located less than fifteen (15) ft. (4.57 m) from an exterior building wall shall not exceed a height equal to thirty (30) inches below the roof line elevation, or fifteen (15) ft. (4.57 m), or any height restriction set by other ordinances of the jurisdiction, whichever is lower.
6. Stacks shall be arranged to form stable piles.
7. Where more than 200 pallets are stored exterior to the building, a custom fire protection plan shall be submitted to and approved by the fire code official

319.6.3 Interior storage. Interior storage of more than 12 pallets shall be in accordance with NFPA 13 Section 12.12, Protection of Idle Pallets and IFC Chapter 23, High-Piled Combustible Storage.

320

SECTION 320

SPECIAL ACTIVITY LOTS

320.1 General. Special activity lots, including Christmas tree lots, pumpkin patches, hay ride lots, and other similar lots, shall comply with this section.

320.2 Permit required. An operational permit shall be obtained prior to commencing special activity lot operations. See Chapter 1.

320.3 Other required permits. Other activities that support the special activity lot, such as a tent, a fuel tank for generators, an amusement building, or any other associated activity, shall have separate permits prior to commencing those other activities. See Chapter 1.

320.4 Arrangement of combustibles. Combustibles, such as Christmas trees, hay bales, and other combustible materials associated with the special activity, shall be arranged on the lot in a manner to mitigate the impact of fire, and shall be arranged in accordance with this section

320.4.1 Access from fire apparatus access roads. Fire apparatus access roads shall be provided within 150 feet of all portions of the special activity lot, as measured along normal paths of travel.

320.4.2 Clearance from fire apparatus access roads. All combustible materials shall be a minimum of ten (10) feet away from fire apparatus access roads.

320.4.3 Clearance from property lines upon which buildings may be built. All combustible materials shall be a minimum of twenty (20) feet from property lines for property where buildings are or are permitted to be built.

320.4.4 Clearance from fuel dispensers. All combustible materials shall be a minimum of 50 feet away from any fuel dispenser.

320.4.5 Clearance from buildings, building exits, and building exit discharges to the public way. All combustible materials shall be a minimum of ten (10) feet from any building, building exit, and the path of discharge between the building exit and the public way.

320.4.6 Aisles between materials. Aisles having a minimum width of five (5) feet shall be provided between areas containing materials. Sufficient aisles shall be provided such that the area of material storage does not exceed 150 feet in length and 50 feet in width.

320.5 Wiring and lighting. All wiring and lighting shall be listed for outside use, be of proper size and type, and be protected against physical damage. Electrical extension cords with multiple electrical outlets cannot be used unless specifically listed for outdoor use.

320.6 Fire Protection. Fire protection features, such as fire extinguishers and water supply, shall be provided for special activity lots as required by this section.

320.6.1 Fire extinguisher. A minimum two 2 ½ gallon water-type fire extinguisher shall be provided at an approved location for protection against incipient fires.

320.6.2 Water supply. The special activity lot shall be located within 300 feet of a fire hydrant.

320.6.3 Smoking prohibited. Smoking is prohibited on special activity lots. "NO SMOKING" signs with 2-inch high letters on a contrasting background shall be posted at entrances to the special activity lot and to each aisle.

320.6.4 Open burning prohibited. Open burning, such as a campfire, is prohibited on special activity lots.

320.7 Egress. Egress shall be provided as required by this code.

SECTION 321

MOTION PICTURE AND TELEVISION PRODUCTION STUDIO, SOUND STAGES, PRODUCTION FACILITIES, AND PRODUCTION LOCATIONS

321.1 General. The design, construction, operation, and maintenance of permanent and temporary soundstages, production facilities, as well as use of production locations, used in motion picture and television industry productions shall comply with NFPA 140 – *Motion Picture and Television Production Studio, Sound Stages, Production Facilities, and Production Locations*, and this section.

321.2 Permits. Permits shall be required as specified in this section and shall comply with Section 105.

Exceptions:

1. Minor production location operations when approved by the *fire code official.*
2. The filming or live broadcasts of news or sporting events.

321.2.1 Construction Permits. A construction permit shall be obtained prior to commencement of construction.

321.2.2 Operational Permits. An operational permit is required to operate a motion picture and television production studio, sound stage, production facility, or production location.

321.3 Other Permits. A separate permit(s) in accordance with Section 105 shall be obtained in conjunction with an operational permit.

321.4 Housekeeping. All Studios, Sound Stages, Production Facilities and Locations shall maintain proper housekeeping in accordance with this code.

321.5 Fire Department Standby. At the discretion of the *fire code official*, due to the use of pyrotechnics or other hazards, fire department personal and apparatus may be required to standby. Fees associated with fire department standby shall be the responsibility of the applicant. The *fire code official* may require fees to be placed in escrow.

321.6 Temporary Production Locations

321.6.1 General. Production Locations shall meet the requirements of this code except as otherwise specified in this section.

321.6.2 Interior Sets or Stages. Interior sets or stages are only permitted to be constructed in sprinklered buildings.

321.6.3 Sprinkler Obstructions. Where Interior sets and stages cause sprinkler obstructions exceeding 600 ft^2 (557m^2) in area, such obstructions shall be protected in accordance with NFPA 13.

Exceptions:

1. Where the building is protected with a sprinkler system meeting the design criteria for Extra Hazard, Group 2, obstructions shall not be required to be protected.

2. Where the building is protected by an automatic sprinkler system failing to meet the minimum sprinkler design requirements of NFPA 140, obstructions shall be protected by heat detectors installed in accordance with requirements of this section.

321.7 Electrical. The existing building's electrical system shall not be used to supplement lighting and power systems used by the production company unless specifically approved and permitted by the *code official.*

321.7.1 Electrical power connections made to the site electrical service shall be made by a licensed electrician under an electrical permit.

321.7.2 Portable power cables shall be positioned to not obstruct egress.

321.7.3 Auxiliary power cables supplied from mobile generators or adjacent buildings shall not be permitted to be routed through fire-rated windows and doors.

321.8 Structural Loading. Sets, scenery, rigging, and other equipment shall not impact the structural integrity of existing buildings. Additional loads applied to the building shall require approval from the *code official.* At the request of the *code official*, an engineering analysis from a licensed structural engineer shall be provided.

321.9 Fire Department Access. Fire department access shall be maintained at all times in accordance with the fire code.

321.10 Heat Detectors. Where heat detectors are installed to mitigate sprinkler obstructions, the heat detector system shall be installed in accordance with this code except as otherwise specified in this section.

321.10.1 Fire Alarm Panels. Fire Alarm panels shall be utilized in accordance with their listing. Panels may be temporarily supported by sets, platforms, or pedestals, for temporary sets which will be erected for less than 180 days.

321.10.2 Notification. The fire alarm panel shall be connected to an approved listed central, proprietary, or remote station service, and a local alarm which will give an audible signal to a constantly attended location such as a security post.

321.10.3 Heat Detectors. Heat detectors required by this section shall be defined as a portable system as it is intended to be reinstalled when platforms or sets are changed, and after filming has been completed for the day. Heat detectors shall be secured to standard outlet boxes, which may by temporarily supported by sets, platforms, or pedestals.

321.10.4 Wiring. Wiring for temporary (less than 180 days) or portable fire alarm systems do not have to meet the requirements of NEC 300-1 as revised locally.

401.3.2

401.3.2 Alarm activations. Upon activation of a ~~fire alarm~~ water flow signal, employees or staff shall immediately notify the fire department.

Exception: For approved proprietary supervising station systems (self-monitoring systems), the fire department shall be notified as required by the *fire code official.*

401.9

401.9 Fines for false alarms and nuisance alarms. The *fire code official* is authorized to levy fines to the installer, maintenance company, owner or occupant of a building as follows. In the case of any two false or nuisance alarms, or combination thereof, within a consecutive thirty day period, the *fire code official* may issue warning notices to the

owners or occupants of the building and to the alarm business or businesses responsible for the service, maintenance and monitoring of the system. This notice shall indicate that any additional false or nuisance alarms within a thirty day period will be subject to the penalties prescribed in this code.

503.1.1

503.1.1 Buildings and facilities. Approved fire apparatus roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where:

1. The building, except for a Group H and/or high-pile storage occupancy, is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3.
    a. Where the building is protected with an approved automatic sprinkler system in accordance with minimum requirements, the fire apparatus roads shall extend to within 250 feet (76 420 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building.
    b. Where the building is protected with an approved upgraded automatic sprinkler system in accordance with the minimum requirements for the upgraded sprinkler system design, the fire apparatus roads shall extend to within 350 feet (106 680 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For the purposes of this section, an upgraded sprinkler system shall be in accordance with the following table:

Minimum Code-Required System	Upgraded System for 350 feet from fire apparatus lanes
NFPA 13D	NFPA 13R
NFPA 13R	NFPA 13, Light Hazard
NFPA 13, Light Hazard	NFPA 13, Ordinary Hazard Group 1, with quick-response sprinklers
NFPA 13, Ordinary Hazard Group 1	NFPA 13, Ordinary Hazard Group 2
NFPA 13, Ordinary Hazard Group 2	NFPA 13, Extra Hazard Group 1
NFPA 13, Extra Hazard Group 1	NFPA 13, Extra Hazard Group 2
NFPA 13, Extra Hazard Group 2	As approved by the *fire code official*

2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
3. There are not more than two Group R-3 or Group U occupancies or single-family dwellings built under the IRC.

503.2.1

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 ~~20~~ feet (7315 mm) ~~(6096 mm)~~, exclusive of shoulders, except for approved access ~~security~~ gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

503.2.3

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus, with a minimum vehicle load of 18,000 pounds per axle, and shall be surfaced and paved so as to provide all-weather driving capabilities.

> Exception: Temporary access roads serving only buildings under construction shall not be required to be paved, but shall comply with all other requirements of Section 503.2.3.

503.2.4

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall ~~be determined by the *fire code official*.~~ be no less than 28 feet inside turning radius and 52 feet outside turning radius.

503.2.7

503.2.7 Grade. The grade of the fire apparatus access road shall not exceed 12 percent ~~be within the limits established by the *fire code official* based on the fire department's apparatus~~.

503.2.8

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade for 25 feet (7.6 m) of approach/departure. ~~within the limits established by the *fire code official* based on the fire department's apparatus.~~

503.3

503.3 Marking. ~~Where required by the *fire code official*, approved signs or other approved notices or markings that include the words NO PARKING — FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.~~

Fire apparatus access roads shall be marked where required to prohibit parking and other obstructions. Marking shall consist of painting the curb, or the side of the street, where no curb is present, with a suitable coat of industrial red enamel along the entire length of road where parking is prohibited. Each section of curb that is painted red shall also be marked by signage stating "NO PARKING FIRE LANE". Signs are to be installed no higher than 10 feet or less than 6 feet from the surface of the roadway. Signs shall be located at each end of painted curb, and additionally in between so that the maximum separation between signs is 100 feet, as measured along the centerline of the fire apparatus access road.

In lieu of providing multiple signs, where a minimum of one sign is provided at every entrance stating "ON-STREET PARKING IN MARKED FIRE LANES PROHIBITED", fire lanes may be marked by painting the words "NO PARKING FIRE LANE", over the face of the red-painted curbs. The words on the curbs shall be painted in white letters not less than 4 inches in height with a brush stroke of not less than ¾ inch. The maximum separation between words shall be 50 feet, as measured along the centerline of the fire apparatus access lane.

503.4.1

503.4.1 Speed bumps and speed humps. Speed bumps and/or speed humps shall not be permitted within the required width of fire apparatus access roads.

> **Exception:** Speed humps are allowed on private fire apparatus access roads serving commercial and industrial buildings when approved by the *fire code official*. The location(s), the number permitted, and the design of the speed hump(s) shall meet the approval of the *fire code official*.

The *fire code official* is authorized to require the removal from any private property of any existing traffic management or calming device, including speed bumps, that do not meet the applicable criteria, and has been determined by the *fire code official* to unnecessarily hinder emergency apparatus response.

503.6

503.6 ~~Security~~ Access Gates. The installation of ~~security~~ access gates across a fire apparatus access road shall be approved by the *fire* ~~chief~~ *code official*. Where ~~security~~ access gates are installed, they shall have an approved means of emergency operation. The ~~security~~ access gates and the emergency operation shall be maintained operational at all times. The minimum clear opening width shall be 20 feet. ~~Electric gate operations, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F 2200.~~

503.6.1 Permit. A Fire Department installation permit is required to install a gate that obstructs a fire apparatus access road. A separate permit is required for each gated entrance.

503.6.2 General. Fire apparatus access roads that are secured by gates shall comply with the specifications of the Fire Department.

503.6.3 Electronically controlled gates. Electronically controlled gates shall be provided with an approved vehicle detector/receiver system in accordance with the rules and regulations specified by the Fire Department. Access gates shall be maintained operational at all times. When electronically controlled gates are out of service, they shall be secured in the open position until repairs are complete. Repairs shall be in accordance with original specifications.

> **Exception:** When approved by the *fire code official*, electronically controlled gates that are manned on a 24-hour basis.

When required by the *fire code official*, the installing contractor or the owner of the property shall provide the Fire Department transmitter(s) or approved alternative without cost to the Fire Department.

The *fire code official* may provide transmitter(s), at no cost to the Fire Department, to local law enforcement agencies and/or an ambulance service for use in emergencies.

503.6.4 Existing facilities. All existing facilities with gates installed across access roads shall comply with Fire department guidelines. Non-complying gates shall be secured in the open position in a manner approved by the Fire Department.

Exception: Gates securing sensitive facilities operated by a public utility governed by the Nevada Public Service Commission, a State of Nevada charter, or other public franchise, shall not be required to be secured in the open position.

503.6.5 Plans and Specification. Three sets of plans and specifications for fire apparatus access road gates shall be submitted for review and approval prior to construction. Included in the submittal shall be the following information:

1. Site plan with north arrow, roadway and gate dimensions
2. Location of underground roadway detector loop, and green marker, if applicable
3. Manufacturers' specification sheets detailing the voltage, current, radio frequency, power cable and coding for the proposed system, if applicable
4. Contractor's statement of compatibility with existing installations
5. Detailed vicinity map.

503.6.6 Operational testing. An operational test shall be requested by the installing contractor and shall be conducted prior to placing the system into operation to establish that the final installation complies with this code, the specified design, and is functioning properly.

505.1

505.1 Address Numbers. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. ~~Numbers shall be a minimum of 4 inches (1002mm) high with a minimum stroke width of 0.5 inch (12.7mm)~~ Address identification shall be in compliance with the requirements of the *fire code official* and the ordinances of the jurisdiction. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole, or other sign or means shall be used to identify the structure.

505.3

505.3 Directory required. When multiple R-2 occupancy buildings are contained in a subdivision and where not all buildings have public street frontage, an approved permanent directory shall be provided at each entrance to the development from surrounding public streets.

507.1

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. The design and installation of both public and private fire hydrants shall be in accordance with this section, Appendix B, Appendix C, NFPA 24 (for private systems) and the Uniform Design And Construction Standards for Potable Water Systems (UDACS)(for public systems) .Unless otherwise approved by the fire code official, effluent reuse water is not an approved water supply.

507.5.7

507.5.7 Painting and Markings. Hydrants and curbs shall be painted, and hydrant locations shall be marked, in accordance with this section.

507.5.7.1 Hydrant Painting. On-site private fire hydrants shall be painted with a suitable prime coat and not less than 2 coats of exterior industrial grade enamel, safety red in color.

507.5.7.2 Curb and Roadside Painting. The curb, or roadside where no curb is present, adjacent to a fire hydrant shall be painted to restrict parked cars from obstructing access to the fire hydrants. A coat of exterior industrial grade enamel, safety red in color, shall be applied for a minimum of 30 feet, 15 feet to each side of the hydrant, unless the curb or roadside is interrupted by a driveway, at which point the paint shall end at the driveway.

507.5.7.3 Lane Marking. Hydrant locations shall be marked by means of a blue colored reflective marker in the fire access lane. The marker shall be located in the center of a drive lane where parking is not anticipated, nearest to the hydrant.

508.1.3

508.1.3 Size. The fire command center shall be a minimum of 0.015 percent of the total building area of the facility served or 200 square feet (19m^2) in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area, or 10 feet (3048 mm), whichever is greater

508.1.5

508.1.5 Required features. The *fire command* center shall comply with NFPA 72 and shall contain the following features:

1. The emergency voice/alarm communication control unit.
2. The fire department communication system.
3. Fire detection and alarm system annunciator.
4. Annunciator unit visually indicating the location of the elevators and whether they are operational.
5. Status indicator and controls for air distribution systems, including smoke removal systems where required by Section 403.4.6 of the International Building Code.
6. The fire-fighter's control panel required by Section 909.16 for smoke control systems installed in the building.
7. Controls for unlocking stairway doors simultaneously.
8. Sprinkler valve and waterflow detector display panels.
9. Emergency and standby power status indicators.
10. A telephone for fire department use with controlled access to the public telephone system.
11. Fire pump status indicators.
12. ~~Schematic building plans indicating the typical floor plan and detailing the building core, means of egress, fire protection systems, fire fighting equipment and fire department access and the location of fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions~~. Current, approved building plans including the Master Egress Plans, approved fire protection system shop drawings, approved Smoke Control Diagrams, the approved Fire Protection Report, fire/emergency preplans for the facility and manufacturers' operation manuals for all fire protection and life safety systems.

13. A new ~~W~~work table with a minimum size of three (3) feet by seven (7) feet capable of holding plans in an open position.
14. Generator supervision devices, manual start and transfer features.
15. Public address system, where specifically required by other sections of this code.
16. Elevator fire recall switch in accordance with ASME A17.1.
17. Elevator emergency or standby power selector switch(es), where emergency or standby power is provided.
18. An approved white board with a minimum size of three (3) feet by four (4) feet capable of easy erasure, with a marking device and an eraser attached.
19. Separate shunt trip switches for normal and emergency power.

510

SECTION 510

EMERGENCY RESPONDER RADIO COVERAGE SYSTEM

510.1 Emergency responder radio coverage in buildings. All buildings shall have *approved* radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communications systems of the jurisdiction at the exterior of the building. System design shall be in accordance with this section and Appendix J. This section shall not require improvement of the existing public safety communication systems outside the building.

Exceptions:

~~1. Where *approved* by the building official and the *fire code official*, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained in lieu of an *approved* radio coverage system.~~

1. ~~2.~~ Where it is determined by the *fire code official* that the radio coverage system is not needed.
2. Group R-3 Occupancies and single-family dwellings built under the IRC.

510.1.1 Permits. Permits shall be required as set forth in Section 105.6 and 105.7.

510.1.2 Emergency responder radio coverage system in new buildings. An emergency responder radio coverage system shall be provided throughout buildings when any of the following apply:

1. **High-rise buildings.** Buildings with a floor used for human occupancy located more than 55 feet above the lowest level of fire department vehicle access.
2. **Underground and below grade buildings.** Buildings having a floor level below the finished floor of the lowest level of exit discharge of any level.

The *fire code official* is authorized to require a technical opinion and report, in accordance with Section 104.7.2, for buildings whose design, due to size, construction type, or other factors, could impede radio coverage as required by Section 510.2. The report shall make a recommendation regarding the need for an emergency responder radio coverage system.

510.2 Radio signal strength. The building shall be considered to have acceptable emergency responder radio coverage when signal strength measurements in 95 percent of all areas on each floor of the building and in 100

percent of critical areas, such as the emergency command center(s), the fire pump room(s), exit stairs, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, mechanical penthouses, elevator machine rooms, and other areas deemed critical by the *fire code official*, meet the signal strength requirements of Sections 510.2.1 and 510.2.2.

510.2.1 Minimum signal strength into the building. A minimum signal strength of -95 dBm with a DAQ of 3.5 or better, from the emergency responder site for the radio associated to that radio system shall be receivable within the building.

510.2.2 Minimum signal strength out of the building. A minimum signal strength of -100 dBm with a DAQ of 3.5 or better shall be received by the ~~agency's~~ emergency responder's radio system when transmitted from an *approved* portable radio with a maximum of 3 watts of strength within the building.

510.3 Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building shall be equipped with such coverage as required by this section and Appendix J according to one of the following:

1. Wherever existing wired communication system cannot be repaired or is being replaced~~, or where not *approved* in accordance with Section 510.1, Exception 1~~.
2. Within a time frame established by the adopting authority.

   Exception: Where a building is provided with an existing wired communication system that can be expanded to cover areas lacking radio coverage in accordance with Section 510.2

603.1.4

603.1.4 The grade of fuel oil used in a burner shall be that for which the burner is approved and as stipulated by the burner manufacturer. Oil containing gasoline shall not be used. Waste crankcase oil shall be an acceptable fuel in Group F, M and S occupancies, when utilized in equipment listed for use with waste oil and when such equipment is installed in accordance with the manufacturer's instructions and the terms of its listing. For the purposes of this section, the definition of Fuel Oil does not include fuels such as diesel that are intended for use in reciprocating internal combustion engines.

606.1

606.1 Scope. Refrigeration systems shall be installed in accordance with the ~~*International*~~ *Uniform Mechanical Code*. Systems where the potential concentration of refrigerant/room volume exceeds the factors listed in Table 11-1 of the Uniform Mechanical Code shall be in accordance with this section.

606.5

606.5 Access. Refrigeration systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group of refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code shall be accessible to the fire department at all times as required by the *fire code official*.

606.6

606.6 Testing of Equipment. Refrigeration equipment and systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code shall be subject to periodic testing in accordance with section 606.6.1. A written record of required testing shall be maintained on the premises. Tests of emergency devices or systems required by this chapter shall be conducted by persons trained and qualified in refrigeration systems.

606.7

606.7 Emergency Signs. Refrigeration units or systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code shall be provided with *approved* emergency signs, charts, and labels in accordance with NFPA 704. Hazard signs shall be in accordance with the *International Mechanical Code* for the classification of refrigerants listed herein.

606.11

606.11 Storage, use and handling. Flammable and combustible materials shall not be stored in machinery rooms for refrigeration systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code. Storage use or handling of extra refrigerant of refrigerant oils shall be as required by Chapters 27, 30, 32 and 34.

Exception: This provision shall not apply to spare parts, tools and incidental materials necessary for the safe and proper operation and maintenance of the system.

607.1

607.1 Emergency operation. Existing elevators with a travel distance of 25 feet (7620 mm) or more shall comply with the requirements in Chapter 46. New elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1. No building security, access control or similar system, shall disable or override any new or existing Phase II emergency operations, preventing access to all levels.

607.4

607.4 Elevator Keys. Keys for the elevator car doors and fire-fighter service keys shall be kept in an *approved* location for immediate use by the fire department.

607.4.1 All new and existing elevator car and panel key switches for elevators serving floors eight (8) and more stories above grade that are equipped with phase II operation are to be a standard 3502 elevator key, as required by the fire code official.

609.3.5

609.3.5 Access Panel Coordination. Ducts shall be provided with access panels to facilitate cleaning of automatic sprinklers installed within the duct. Access panels shall be in accordance with the Uniform Mechanical Code.

609.3.6

609.3.6 Automatic Sprinkler Location. When automatic sprinkler protection is required, automatic sprinkler head locations shall be coordinated with access panels required by the *Uniform Mechanical Code* such that automatic sprinkler heads are within 3 feet of an access panel.

806.1.1

806.1.1 Restricted occupancies. Natural cut trees shall be prohibited in Group A, B, E, F, H, I-1, I-2, I-3, I-4, M, R-1, R-2, ~~and~~ R-4, and S occupancies.

Exceptions:

1. ~~Tress located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 shall not be prohibited in Group A,E,M, R-1, and R-2.~~
2. ~~—~~Trees shall be allowed within dwelling units in Group R-2 occupancies~~.~~

807.4.1

807.4.1 General. All of the following requirements shall apply to all Group A and E occupancies and Group I-4 day care facilities regulated by Sections 807.4.2 through 807.4.4:

1. Explosive or highly flammable materials. Furnishings or decorative materials of an explosive or highly flammable character shall not be used.
2. Fire-retardant coatings. Fire-retardant coatings in existing buildings shall be maintained so as to retain the effectiveness of the treatment under service conditions encountered in actual use.
3. Obstruction. Furnishings, draperies, hanging fabrics or other objects shall not be placed to obstruct exits, access thereto, egress therefrom or visibility thereof, and shall not obstruct fire protection and fire alarm devices and equipment, and shall not restrict the proper operation of such devices.

901.2.2

901.2.2 Fire Protection Reports. All high-rise, covered mall, and atrium buildings, in addition to other complex or major facilities as determined by the *fire code official*, shall have a Fire Protection Report submitted and approved prior to construction, demolition, or significant work stoppage. Fire protection reports shall be prepared by an architect or professional engineer working in their area of expertise.

901.2.2.1 Building Fire Protection Reports. Building fire protection reports shall describe the building uses, construction and life safety features of the entire building.

901.2.2.2 Tenant Improvement and Remodel Fire Protection Reports. A Fire Protection Report shall be submitted when any one of the following occurs within a building that would normally require or has a previously approved Fire Protection Report.

1. The area of remodel occurs over a floor area exceeding 20,000 square feet.
2. The area of remodel is an assembly occupancy with an occupant load that exceeds 1,000 persons.
3. The area of remodel occurs within spaces dedicated to or affecting emergency personnel response areas, such as exit enclosures, elevators, elevator lobbies, fire command centers, secondary response points, fire riser rooms, and the fire pump room.
4. The remodel area requires specific engineered fire suppression and/or alarm systems that will require an alternate means of system design that is not supported by adopted NFPA codes.
5. The remodel area includes clean agent suppression systems, new or existing.
6. The remodel includes kitchen exhaust systems that are used for smoke control and thereby requiring coordination of exhaust fan functioning.
7. The remodel area contains hazardous materials storage and/or use areas.
8. The remodel area includes high-piled storage.
9. The remodel area includes delayed egress systems that require interconnection with fire protection systems.
10. The remodel area modifies an existing smoke control system.

901.2.2.3 Alternate materials and methods report. An Alternate Materials and Methods Request shall be submitted when any of the following items are involved.

1. All instances where active fire protection features are offered as a mitigation in support of an alternative solution.
2. All requests relating to or referencing the International Fire Code or NFPA codes adopted within the International Fire Code.
3. All requests that involve alternate installation requirements of any active fire protection system governed by either the International Fire Code or Chapter 9 of the International Building Code, such as: automatic sprinkler systems, alternative automatic fire extinguishing systems, standpipe systems, fire alarm and detection systems, emergency alarm systems, fire department connections and smoke control graphic annunciator panels. Additionally, requests involving the modification of the following items shall be submitted to the *fire code official*: smoke and heat vents, fire command centers, thin combustible ceilings, hazardous materials, and alternate hardware when it may affect entry into a building by emergency responders.

901.2.2.4 Temporary Certificate of Occupancy (TCO) Fire Protection Report. When a temporary certificate of occupancy (TCO) is requested in a building that required a fire protection report prior to construction, the *fire code official* is authorized to require a fire protection report describing the uses to be occupied, the completed construction features, and the status of life safety systems, be submitted and approved prior to approval of the TCO request.

901.2.3

901.2.3 Plans Complete plans and specification for fire protection systems shall be submitted to the *fire code official* for review and be approved prior to system installation. Approved plans shall be kept readily available on the job site.

The licensee (contractors Master or Qualified Employee) information shall be on submittals as per Nevada Administrative Code, Nevada Revised Statutes, and the Nevada Blue Book.

A designer of fire sprinkler and alarm systems shall hold a minimum Level II certification in their respective discipline from the National Institute for Certification in Engineering Technologies (NICET) or an equivalent

certification (e.g., plans and calculations prepared by a Nevada Registered Professional Engineer working in their area of expertise). On and after July 1, 2012, a designer of fire sprinkler and alarm systems shall hold a minimum Level III certification in their respective discipline from NICET or an equivalent certification.

Starting on January 1, 2012, a designer of special hazard suppression systems shall hold a minimum Level II certification from NICET in that discipline, or an equivalent certification. On and after July 1, 2017, a designer of special hazard fire protection systems shall hold a minimum Level III certification from NICET in that discipline, or an equivalent certification

Submittals shall include the designer's printed name, certificate number, and wet signature on each plan sheet, and on the cover of each calculation and specification submittal book.

901.6

901.6 Inspection, testing and maintenance. *Fire protection systems* including ~~F~~fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required *fire protection systems*, and equipment shall be inspected, tested and maintained or decommissioned ~~removed.~~ *Fire protection systems* installed as a required system under a previously adopted code shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Decommissioning non-required *fire protection systems and fire protection systems* installed as a required system under a previously adopted code requires the *approval* of the *fire code official.* When required, a decommissioning report and/or plans prepared by an *approved* design professional shall be submitted to the *fire code official.*

901.6.2

901.6.2 Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be copied to the *fire code official* upon request.

All fire protection systems and equipment shall be tested and inspected in accordance with nationally recognized standards and the State of Nevada Fire Marshals' Regulations. The contractor shall also provide proof of a license to do business within the fire code official's area. A maintenance contract from a licensed company is required. A copy of the maintenance contract shall be provided at time of final inspection.

Inspection reports shall be kept on-site and shall be readily available to the inspection authority. A copy of said inspection shall be mailed within 48 hours, to the fire code official only when the owner or occupant has been notified of a discrepancy(s) and fails to correct the discrepancy(s) within 30 days. Where systems are out of service due to the discrepancy(s), compliance with Section 901.7 is required.

Prior to service or testing of any equipment, the Fire Dispatch Center shall be notified by the contractor of the location of the test and the approximate time that the equipment will be inoperable. Upon the completion of the test and inspection, the Fire Dispatch Center shall be notified that the system is operable.

In the event a service/maintenance contract is canceled or not renewed, the fire code official shall be notified by the licensed company within 24 hours.

901.6.3

901.6.3 Authority to Audit. The *fire code official* is authorized to audit inspection, testing, and maintenance (ITM) activities as referenced in Table 901.6.1 and assess fees to cover the cost of the audit. Auditing shall be permitted to include, but is not limited to, witnessing of ITM activities, and re-inspection of systems after ITM activities have been completed.

901.9

901.9 Recall of fire protection components.

Any *fire protection system* component regulated by this code that is the subject of a voluntary or mandatory recall under federal law shall be replaced with *approved*, *listed* components in compliance with the referenced standards of this code. ~~The *fire code official* shall be notified in writing by the building *owner* when the recalled component parts have been replaced.~~ A construction permit shall be obtained for the replacement of all recalled components.

903.1.1

~~903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and *approved* by the *fire code official*.~~

903.2

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided throughout all buildings, regardless of occupancy type, including buildings built under the IRC, exceeding 5,000 sq ft (464 m²) in building area, and additionally in locations described in Section 903.2.1 through 903.2.12.

Exceptions:

1. Open parking garages with no other occupancy above any part of the open parking garage structure are not required to be protected with automatic sprinklers.
2. Buildings, structures, or service equipment and installations directly used in utility generation or distribution which are installed on properly recorded easements belonging to water, gas, power, telephone, or other utility companies that are preemptively regulated by the Nevada Public Service Commission, a State of Nevada charter, or other public franchise. This exception does not apply to non-exempted buildings or structures containing occupiable spaces such as offices, meeting rooms, service counters, public restrooms, or other normally occupied space.

~~Exception: Spaces or area in telecommunications buildings used exclusively for telecommunication equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with section 707 of the *International Building Code* or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 712 of the *International Building Code*, or both.~~

If any fire area in a building or structure is provided with fire sprinklers, whether required or not, all fire areas in the building or structure shall be provided with fire sprinklers.

Exceptions:

1. Where a building is subdivided into separate buildings, each having a total building area of less than 5,000 sq ft (464 m^2), by 4-hour rated fire walls with no openings constructed in accordance with the IBC.
2. Special hazard areas that require sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers, when approved by the *code official*.

For new construction expanding existing buildings, where an addition to any existing non-sprinklered building or structure expands the total area to greater than 5,000 square feet (464 m^2), the entire building, including the existing portions, shall be provided with fire sprinklers.

Exceptions:

1. Group R-3 occupancies and single-family dwellings built under the IRC with fire flow in accordance with Appendix B.
2. Where the area of the addition does not exceed 25% of the original building area at the time of construction and the area of the addition does not exceed 5,000 square feet (464 m^2).

903.2.3

903.2.3 Group E. An *automatic sprinkler* system shall be provided for Group E occupancies where one of the following conditions exists: ~~as follows:~~

1. ~~Throughout all~~ The Group E *fire areas* *have an occupant load of 50 or more*. ~~greater than 12,000 square feet (1115m^2) in area.~~
2. ~~Throughout every portion of educational buildings~~ Any portion of the Group E fire areas is below the lowest *level of exit discharge*. ~~serving that portion of the building.~~

   Exception: An *automatic sprinkler system* is not required in any area below the lowest *level of exit discharge* serving that area where every classroom throughout the building has at least one exterior *exit* door at ground level.

3. Rooms used for kindergarten, first or second-grade pupils or for child care purposes, are located above or below the first story.
4. Daycare facilities where there is occupancy from 12:00 AM - 6:00 AM.

903.2.8

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided through-out all buildings with a Group R *fire area*.

When required by Nevada Administrative Code Section 449.211, residential facilities for groups shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2 (NFPA 13-R).

903.2.9

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 square feet (1115 m^2).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m^2).
5. A Group S-1 fire area used for self-storage where the fire area exceeds 2,500 square feet (279 m^2).

903.2.11.5

903.2.11.5 Commercial cooking operations. An automatic sprinkler system shall be installed in a commercial kitchen exhaust hood and duct system where an automatic sprinkler system is used to comply with Section 904, and for the entire length of duct when the duct length exceeds 75 feet.

903.2.11.7

903.2.11.7. Protection of available storage height. In Group S-1 and all other storage areas the fire sprinkler system shall be designed to protect storage up to the maximum available storage height. The minimum sprinkler density shall be equivalent to that required for a Class IV commodity pursuant to NFPA 13.

903.3.1.1.1

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, or fire-resistance rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.

2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when *approved* by the *fire code official.*

~~3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a *fire-resistance rating* of not less than 2 hours~~

~~4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~

3. Fire service access elevator machine rooms and machinery spaces.

903.3.1.2

903.3.1.2 NFPA 13R sprinkler systems. Where allowed in buildings of Group R, up to and including two ~~four~~ stories in height, automatic sprinkler systems shall be installed in accordance with NFPA 13 or NFPA 13R.

903.3.1.3

903.3.1.3 NFPA 13D sprinkler systems. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings and townhouses shall be installed throughout in accordance with NFPA 13, NFPA 13R, or NFPA 13D.

903.3.8

903.3.8 Antifreeze systems and systems with chemical additives. Antifreeze systems and systems with chemical additives shall require written approval from the water purveyor prior to system installation.

903.3.5.2

903.3.5.2 Secondary water supply. A dedicated secondary on-site water supply equal to the hydraulically calculated sprinkler demand, including a 100 gpm inside ~~the~~ hose stream requirement, but not less than 15,000 usable gallons, shall be provided for high-rise buildings ~~in Seismic Design Category C, D, E, or F as determined by the International Building Code~~. The secondary water supply shall have a duration of not less than 30 minutes. ~~as determined by the occupancy hazard classification in accordance with NFPA 13~~.

Exception: Existing buildings.

903.4

903.4 Sprinkler system supervision and alarms. All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. Automatic sprinklers systems protecting one- and two-family dwellings
2. Limited area systems serving fewer than 20 sprinklers.
3. ~~Automatic sprinklers systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system, and a separate shutoff valve for the automatic sprinkler system is not provided.~~
3. Jockey pump control valves that are sealed or locked in the open position.
5. ~~Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.~~
4. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
5. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

903.4.1

903.4.1 Monitoring. Alarm, supervisory, and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, when approved by the *fire code official*, shall sound an audible signal at a constantly attended location.

Exceptions:

1. Underground key or hub valves ~~in roadway boxes provided by the municipality or public utility~~ are not required to be monitored.
2. Backflow prevention devices ~~test valves located in limited are sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.~~ located at the municipal water supply connection are not required to be monitored when either locked in the open position, or are located within an underground vault or an approved insulated enclosure.

Systems that are not electrically monitored shall have an approved identification sign below each outside horn and strobe which reads "WHEN ALARM SOUNDS – CALL 9-1-1". This sign shall be of durable material with permanent lettering having a 2-inch minimum height with ½ inch stroke on a contrasting background.

Multi-story facilities shall provide zone annunciation on a floor-by-floor basis.

In occupancies provided with a supervised sprinkler system, the following three distinctly different signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm
2. Supervisory
3. System Trouble

The supervising station shall only retransmit Water Flow Alarm signals to the Fire Department.

903.4.2

903.4.2 ~~Alarms~~ Audible and Visual Notification appliances. *Approved* audible and visual notification appliances shall be connected to every *automatic sprinkler system*. Such sprinkler water-flow alarm notification appliances shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Exterior audible and visual ~~Alarm~~ notification appliances shall be provided on the exterior of the building above the Fire Department Connection ~~in an *approved* location~~. One interior audible and visual notification appliance shall be provided in a normally occupied location. In multiple-tenant facilities, an interior audible and visual notification appliance shall be provided in each tenant space in a normally occupied location. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system.

903.4.3

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provide at the point of connection to the riser on each floor ~~in high-rise buildings~~ in multi-story facilities.

904.2

904.2 Where required. Automatic fire-extinguishing systems ~~installed as an alternative to the required automatic sprinkler systems of Section 903~~ shall be approved by the *fire code official*. Automatic fire-extinguishing systems

shall not be considered ~~alternatives~~ an alternative to the required automatic sprinkler systems of Section 903 for the purpose of exceptions or reductions allowed by other requirements of this code.

904.11.6.2

904.11.6.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced at least every 6 months and after activation of the system. Inspection shall be ~~by qualified individuals, and a certificate of inspection shall be forwarded to the *fire code official* upon completion.~~ conducted by personnel licensed by the State of Nevada Fire Marshal's Office and a certificate of inspection shall be kept on site and shall be readily available to the fire code official.

905.3.1

905.3.1 Height. Approved Class I ~~III~~ standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of the fire department vehicle access.

~~Exceptions:~~

~~1. Class I standpipes are allowed in buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2~~

~~2. Class I manual standpipes are allowed in open parking garages where the highest floor is located not more than 150 feet (45 720 mm) above the lowest level of fire department vehicle access~~

~~3. Class I manual dry standpipes are allowed in open parking garages that are subject to freezing temperatures, provided that the hose connections are located as required for Class II standpipes in accordance with Section 905.5.~~

~~4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.~~

5. In determining the lowest level of fire department vehicle access, it shall not be required to consider:

   5.1. Recessed loading docks for four vehicles or less, and

   5.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

905.3.2

905.3.2 Group A. Class I automatic wet standpipes shall be provided in nonsprinklered Group A buildings having an occupant load exceeding 1,000 persons.

Exceptions:

1. Open-air seating spaces without enclosed spaces.

2. Class I automatic dry and semiautomatic dry standpipes or manual wet standpipes are allowed in buildings where the highest floor surface used for human occupancy is 55 feet (16 764 mm) ~~75 feet (22 860 mm)~~ or less above the lowest level of fire department vehicle access.

905.3.8

905.3.8 Building area. When required by the *fire code official*, buildings in excess of 10,000 square feet (929 m^2) in area per level shall be equipped with a Class I standpipe system where any portion of the building's interior area is more than 200 feet (60,960 mm) measured vertically and horizontally from the nearest point of fire department apparatus access.

905.4

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connection shall be provided in all of the following locations:

1. In every required stairway, a hose connection shall be provided for each floor level above or below grade. Hose connections shall be located ~~at an intermediate floor level landing between floors, unless otherwise approved by the *fire code official*.~~ on the floor landing, as approved by the authority having jurisdiction.
2. On each side of the wall adjacent to the exit opening of a horizontal exit
   Exception: Where floor areas adjacent to a horizontal exit are reachable from exit stairway hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal exit.
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
   Exception: Where floor areas adjacent to an exit passageway are reachable from exit stairway hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.
4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an exit passageway or exit corridor to the mall.
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a hose connection located either on the roof or at the highest landing of a stairway with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.
6. Throughout the entire building so that all portions of each floor level are provided with hose valve coverage utilizing 100 feet (30 480 mm) of hose and 30-foot (9144 mm) stream from any hose connection located on that floor or intermediate landing. The length of hose shall be along normal walking routes, and the stream shall not be expected to penetrate walls or windows. ~~Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200 feet (60 960 mm) from a hose connection, the *fire code official* is authorized to require that additional hose connections be provided in approved locations.~~

905.4.1

905.4.1 Protection. Risers and laterals of Class I standpipe systems not located within an enclosed stairway or pressurized enclosure shall be protected by a degree of fire resistance equal to that required for vertical enclosures in the building in which they are located.

Exception: In buildings constructed of Type I or Type II construction in accordance with the Building Code or in buildings equipped throughout with an approved automatic sprinkler system, standpipes ~~laterals~~ that

are not located within an enclosed stairway or pressurized enclosure are not required to be enclosed within fire-resistance-rated construction.

905.5

905.5 Location of Class II standpipe hose connections. Class II standpipe hose connections shall be accessible and shall be located ~~so that all portions of the building~~ where required by Section 905.5.1. Hose connections shall be provided so that all areas described in Section 905.5.1 are within 30 feet (9144 mm) of a nozzle attached to 100 feet (30 480 mm) of hose.

905.5.3

~~**905.5.3 Class II system 1-inch hose.** A minimum 1-inch (25 mm) hose shall be allowed to be used for hose stations in light-hazard occupancies where investigated and listed for this service and where approved by the *fire code official*.~~

905.9

905.9 Valve supervision. Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall also be transmitted to the control unit.

Exceptions:

1. Valves to underground key or hub valves ~~in roadway boxes provided by the municipality or public utility~~ do not require supervision.
2. ~~Valves locked in the normal position and inspected as provided in this code in buildings not equipped with a fire alarm system.~~

906.1

906.1 Where required. Portable fire extinguishers shall be installed in the following locations.

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.
   ~~**Exception:** In new and existing Group A, B, and E occupancies, equipped throughout with quick-response sprinklers, portable fire extinguishers shall be required only in locations specified in Items 2 through 6.~~

*The remainder of this section remains unchanged.

906.2

906.2 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

Exceptions:

1. The travel distance to reach an extinguisher shall not apply to spectator seating portions of Group A-5 occupancies.
2. Thirty-day inspections shall not be required and maintenance shall be performed annually ~~allowed to be once every three years~~ for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met:
   - 2.1 Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed.
   - 2.2 Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal.
   - 2.3 The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment.
   - 2.4 Electronic monitoring devices and supervisory circuits shall be tested annually ~~every three years~~ when extinguisher maintenance is performed.
   - 2.5 A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to ensure that hydrostatic tests are conducted at the frequency required by NFPA 10.
   - 2.6 The electronic monitoring devices shall be interfaced with an approved control unit. A building's fire alarm control unit shall not serve as this required control unit. For buildings that have fire alarm systems installed, the electronic monitoring control unit shall be interfaced with the fire alarm control unit, and the electronic monitoring control unit shall send one, and only one, supervisory alarm signal to the building's fire alarm control unit when in an off-normal condition.
3. In Group I-3 occupancies, portable fire extinguishers shall be permitted to be located at staff locations.

907.1

907.1 General. This section covers the application, installation, performance and maintenance of fire alarm systems and their components in new and existing buildings and structures. The requirements of Section 907.2 are applicable to new buildings and structures. The requirements of Section 907.3 are applicable to existing buildings and structures. An integrated campus system shall not supplant the fire alarm system requirements in new buildings and structures. Supplemental integrated campus systems may be allowed subject to the approval of the *fire code official*. When approved by the *fire code official* supplemental integrated campus systems circuits shall utilize class A, style 7, weatherproof raceway and wiring methods.

907.1.2

907.1.2 Fire alarm shop drawings. Shop drawings for fire alarm systems shall be submitted for review and approval prior to system installation. Where the installation changes from the approved shop drawings, corrected shop drawings showing the system as actually installed shall be submitted for review and approval prior to inspection. Shop drawings ~~, and~~ shall include~~, but not be limited to, all of~~ the following as required by the *fire code official*:

1. ~~A floor plan that indicates the use of all rooms.~~
2. ~~Locations of alarm initiating devices.~~
3. ~~Locations of alarm notification appliances, including candela ratings for visible alarm notification appliances.~~

4. ~~Locations of fire alarm control unit, transponders, and notification power supplies.~~
5. ~~Annunciators.~~
6. ~~Power connection.~~
7. ~~Battery calculations.~~
8. ~~Conductor type and sizes.~~
9. ~~Voltage drop calculations.~~
10. ~~Manufacturer's data sheets indicating model numbers and listing information for equipment, devices and materials.~~
11. ~~Details of ceiling height and construction.~~
12. ~~The interface of fire safety control functions.~~
13. ~~Classification of the supervising station.~~
1. Project name, street address and owner's name.
2. Contractor name, address, phone number, license numbers, license classification, and license limit.
3. Wet/electronic signature of licensee (contractor's Master or Qualified Employee).
4. Wet/electronic signature of the NICET designer or Nevada Registered Fire Protection Engineer who prepared the plan, drawing and calculations. For plans prepared by a NICET designer, the designer's printed name and certificate number shall follow the signature.
5. Occupancy classification. For all occupancies, state the occupant load.
6. Fire alarm circuit classification (power-limited or non-power-limited).
7. Class/style designation of all initiating device circuit (IDC), signaling line circuits (SLC), and notification appliance circuits (NAC).
8. Conductor type and size.
9. Sequence of operation input/output matrix as required by NFPA 72.
10. Symbol legend with equipment description (manufacturer's name and model number) and mounting description (surface, semi-flush, flush, and exterior).
11. When required by the *fire code official* symbols used on the shop drawings shall follow NFPA 170, 2006 edition.
12. Site plan.
13. Floor plan drawn to an indicated scale (1/8" minimum) on sheets of a uniform size showing:
    a. Point of compass (north arrow).
    b. Walls, doors, windows, openings, stairs, elevators, passageways, high piled storage racks, etc., as applicable to depict the facility.
    c. Room use identification labels.
    d. Alarm initiating device, notification appliance, and auxiliary controlled or monitored equipment and systems, control and annunciation equipment location (s).
    e. Conductor/conduit routing and size.
    f. Location of end-of-line resistors.
    g. Zone identification (conventional system).
    h. Device addresses (addressable systems).
    i. Notification appliance numbering by circuit and device corresponding to the riser and/or one line diagrams.
    j. Power panels and circuit connections.
    k. Key plan.
    l. Ceiling heights, and construction (i.e., beam, joist, soffit, or other projection extending below the ceiling when a ceiling mounted device and/or appliance is used).
14. Mounting height detail for wall mounted device and/or appliance.
15. Riser diagram including the following information:
    a. General arrangement of the system, in building cross-section.
    b. Wall/shaft/stairwell and/or cable ratings when survivability or class A requirements apply.
    c. Type and number of circuits in each riser.

d. Type and number of fire alarm system components/devices on each circuit, on each floor or level.

16. *Fire code official* standard shop drawing notes.

17. Standardized calculations (shown on the plans unless otherwise approved):
    a. Battery (all panels).
    b. Load (all notification appliance and auxiliary circuits).
    c. Voltage drop (all notification appliance circuits, including remote annunciators and auxiliary appliances).

18. Product data submittal including a cover index sheet listing products used by make and model number, manufacturer data sheets and listing information for all equipment, devices, materials, wire and cable.

19. Design number and detail of penetration fire stop system when required.

20. Any additional information determined necessary by the *fire code official*.

907.1.4

907.1.4 Signage. A "FIRE ALARM CONTROL PANEL" sign shall be provided in minimum 2" letters with a minimum ½" stroke. The color of the letters shall be contrasting with respect to the background. The sign shall be provided on the door leading to the fire alarm control panel(s), unless otherwise approved by the *fire code official*.

907.2

907.2 Where required-new buildings and structures. An *approved* fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this code.

In separated mixed-use occupancy buildings the fire alarm/detection system shall be limited to the *fire area* that requires the system. In non-separated mixed-use occupancy buildings containing an occupancy with a fire alarm/detection system the system is required to be extended throughout the building or *fire area*.

A fire alarm system shall be installed throughout all buildings three or more stories in height.

Exception: Group R-3 occupancies and single-family dwellings built under the IRC.

A minimum of one manual fire alarm box shall be provided in an *approved* location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes to sprinklers, a single fire alarm box shall be installed.

Exceptions:

1. ~~1.~~ The manual fire alarm box ~~is not required~~ shall not be installed for fire alarm systems dedicated to elevator recall control and supervisory service~~.~~ and fire sprinkler monitoring systems.
2. ~~The manual fire alarm box is not required for Group R-2 occupancies unless required by the *fire code official* to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.~~

907.2.3.1

907.2.3.1 Locking manual pull stations. When buildings are protected throughout by an approved automatic sprinkler system, manual pull stations are allowed to be of the institutional type devices in areas normally occupied by students, subject to the following conditions:

1. Approval of the *fire code official* shall be obtained prior to any conversions or installation. The Key operated devices shall be a listed "institutional" type and not a field modified device.
2. All school staff members shall be trained in the operation of the key operated devices and shall receive a key with obvious markings, for operating the manual pull station. Staff members shall have their key at all times while on school property.
3. The school official shall collect training reports verifying that staff has had training on a quarterly basis and shall be available for review by the *fire code official* upon request.
4. The Fire Department may conduct unannounced drills or training.
5. Unacceptable performance as evaluated by the *fire code official* may result in a requirement to convert the devices back to traditional type.

907.2.7.1

~~907.2.7.1 Occupant notification. During times that the building is occupied, the initiation of a signal from a manual fire alarm box or from a water flow switch shall not be required to activate the alarm notification appliances when an alarm signal is activated at a constantly attended location from which evacuation instructions shall be initiated over an emergency voice/alarm communication system installed in accordance with Section 907.6.2.2.~~

907.2.8.2

907.2.8.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.6 shall be installed throughout all interior corridors serving sleeping units. For the purposes of this section, interior means a conditioned space.

> **Exception:** An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress doors opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.9.1

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 707.6 shall be installed in Group R-2 occupancies where:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge;
2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit; or
3. The building contains ~~more than 16~~ 15 or more dwelling units or sleeping units.

Exceptions:

1. A fire alarm system is not required in buildings not more than two stories in height where all dwelling units or sleeping units and contiguous attic and crawl spaces are separated from each other and public or common areas by at least 1-hour fire partitions and each dwelling unit or sleeping unit has an exit directly to a public way, exit court or yard.
2. Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and the occupant notification appliances will automatically activate throughout the notification zones upon a sprinkler water flow.
   2.1 At least one manual fire alarm box is installed at an approved location.
3. A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units and are protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1-or 903.3.1.2, provided that dwelling units either have a means or egress door opening directly to the exits or are served by open-ended corridors designed in accordance with Section 1026.6, Exception 4.

907.2.9.1.1

907.2.9.1.1 Automatic smoke detection system. When a fire alarm system is required, an automatic smoke detection system that activates the occupant notification system in accordance with Section 907.6 shall be installed throughout all interior corridors serving sleeping units. For the purposes of this section, interior means a conditioned space.

Exception: An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress doors opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.13

907.2.13 High-rise buildings. Buildings with a floor used for human occupancy located more that ~~75~~ 55 feet above the lowest level of fire department vehicle access shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communication system in accordance with Section 907.6.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Section 907.2.22 and Section 412 of the IBC.
2. Open parking garages in accordance with Section 406.3 of the IBC.
3. ~~Buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the IBC.~~
3. Low-hazard special occupancies in accordance with Section 503.1.1 of the IBC.
5. ~~Buildings with an occupancy in Group H-1, H-2 or H-3 in accordance with Section 415 of the IBC.~~
6. ~~In Group I-1 and I-2 occupancies, the alarm shall sound at a constantly attended location and general occupant notification shall be broadcast by the emergency voice/alarm communication system.~~

907.2.13.1.1

907.2.13.1.1 Area smoke detection. Area smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system. The activation of any detector required by this section shall operate the emergency voice/alarm communication system in accordance with Section 907.6.2.2. Smoke detectors shall be located as follows:

1. In each mechanical equipment~~, electrical, transformer, telephone equipment~~ or similar room which is not provided with sprinkler protection.
2. In each elevator machine room and in elevator lobbies.
3. In each ~~electrical~~, transformer, telephone equipment and information technology equipment room.
4. In each electrical room (i.e., a room designed and dedicated to electrical distribution).

> Exception: Mechanical equipment and similar rooms containing electrical equipment necessary for the operation of that equipment, such as motor control centers, variable frequency drives, service disconnects, building automation controls, and other similar electrical equipment are not required to be provided with smoke detection.

907.2.13.2

907.2.13.2 Fire department communication system. Where a wired communication system is provided in addition to ~~*approved* in lieu of~~ a radio coverage system in accordance with Section 510, the wired fire department communication system shall be designed and installed in accordance with NFPA 72 using warden stations and shall operate between a *fire command center* complying with Section 508, elevators, elevator lobbies, emergency and standby power rooms, fire pump rooms, areas of refuge and inside enclosed *exit stairways* and other locations as required by the *fire code official*.

907.2.13.3

907.2.13.3 Multi-channel voice evacuation. Voice evacuation systems for high-rise buildings shall be multi-channel systems.

907.2.13.4

907.2.13.4 Reliability. If a networked fire alarm system is installed, and if the fire alarm network nodes are interconnected utilizing physical conductors (e.g., metallic, optical fiber), the network nodes shall be interfaced with each other utilizing Style 6 or Style 7 wiring methods. The outgoing and return conductors shall not be run in the same cable assembly, enclosure, or raceway.

907.4.1

907.4.1 Duct smoke detectors. Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit when a fire alarm system is provided ~~required by Section 907.2~~. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal ~~at a constantly attended location~~ on the building's fire alarm control unit when a fire alarm system is provided and shall perform the intended fire safety function in accordance with this code and the IMC. Duct smoke detectors shall not be used as a substitute for required open area detection.

> Exceptions:
>
> ~~1.~~ The supervisory signal at a constantly attended location is not required where duct smoke detectors activate ~~the building's alarm notification appliances.~~ a supervisory signal on the building's fire alarm system.

~~2. In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location. Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.~~

907.5.1

907.5.1 Protection of fire alarm control unit. In areas that are not continuously occupied, ~~a single smoke detector~~ automatic smoke detection shall be provided at the location of each fire alarm control unit, notification appliance circuit power extenders and supervising station transmitting equipment.

Exceptions:

1. Where ambient conditions prohibit installation of smoke detector, a heat detector shall be permitted.
2. ~~The smoke detector shall not be required where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.~~
2. Dedicated function fire alarm systems shall not have smoke detectors installed.

907.5.2

907.5.2 Manual fire alarm boxes. Where a manual fire alarm system is required by another section of this code, it shall be activated by dual action fire alarm boxes installed in accordance with section 907.5.2.1 through 907.5.2.5.

907.6.2.1.1

907.6.2.1.1 Average sound pressure. The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (15 dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building. The minimum sound pressure levels shall be: ~~75 dBA in occupancies in Groups R and I-1;~~ 90 dBA in mechanical equipment rooms; and ~~60~~ 80 dBA in other occupancies. One of the two methods below shall be utilized to ensure that the minimum sound level will be achieved:

(1) Audible notification devices shall be installed in each occupied area, including but not limited to spaces such as bathrooms, walk-in closets, storage rooms, and walk-in coolers/freezers.

(2) In lieu of providing audible notification devices within certain spaces, calculations may be performed in order to prove that the alarm signals from the proposed adjacent audible devices will achieve a minimum of 80 decibels inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed.

907.6.2.1.1.1

907.6.2.1.1.1 Where occupants are incapable of evacuating themselves because of age, physical or mental disabilities, or physical restraint, the private mode as described in NFPA 72, National Fire Alarm Code, may be permitted to be used when allowed by the *fire code official*. Only the attendants and other personnel required to

evacuate occupants from a zone, area, floor, or building shall be required to be notified when allowed by the *fire code official*. The notification shall include means to readily identify the zone, area, floor, or building in need of evacuation.

907.6.2.1.2

907.6.2.1.2 Maximum sound pressure. The maximum sound pressure level for audible alarm notification appliances shall be 110 dBA at the minimum hearing distance from the audible appliance. Where the average ambient noise is greater than 95 dBA, visible alarm notification appliances shall be provided in accordance with NFPA 72. ~~and audible alarm notification appliances shall not be required.~~

907.6.2.3

907.6.2.3 Visible Alarms. Visible alarm notification appliances shall be provided in accordance with Sections 907.6.2.3.1 through 907.6.2.3.4.

Exceptions:

1. Visible alarm notification appliances are not required in alterations~~,~~ when the building does not have visible devices installed anywhere within the building, except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.
2. Visible alarm notification appliances shall not be required in exits as defined in Section 1002.1.
3. Visible alarm notification appliances shall not be required in elevator cars.

907.6.2.3.1

907.6.2.3.1 Public and common areas. Visible alarm notification appliances shall be provided in public areas and common areas.

Exceptions:

1. Electrical and mechanical rooms that are not normally occupied or less than 400 square feet.
2. Janitor closets.
3. Storage rooms less than 400 square feet.
4. Exit enclosures .
5. Individual work areas or offices and private toilets serving individual work areas or offices.
6. Individual inmate sleeping areas and patient sleeping rooms.

907.7.3.1

907.7.3.1 ~~Zoning indicator panel.~~ Alarm Annunciator. ~~A zoning indicator panel and the associated controls shall be provided in an approved location. The visual zone indication shall lock in until the system is reset and shall not be canceled by the operation of an audible alarm silencing switch.~~ Alarm annunciators shall comply with all of the following:

1. If a building has a main entrance/foyer, a remote annunciator shall be provided inside the building at the main entrance/foyer.
   Exception: When the fire alarm control unit is located inside the building at the main entrance/foyer, a remote annunciator is not required at the main entrance/foyer.

2. If a building has a fire riser room with an exterior door, a remote annunciator shall be provided within the fire riser room.

   Exception: When the fire alarm control unit is located within the fire riser room, a remote annunciator is not required within the fire riser room.

3. The location of an operated initiating device shall be displayed by alphanumeric display at the annunciator.
4. The alphanumeric display shall state the device type, the floor level (if applicable), the device address and a descriptive location for the operated device(s).
5. The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.

907.7.5

907.7.5 Monitoring. Fire alarm systems required by this chapter or by the IBC shall be monitored by an approved supervising station in accordance with NFPA 72. Home care facilities that are licensed by the State of Nevada are also required to be monitored per this section. Proprietary Supervising Station Systems (also called self-monitoring systems), when allowed by the *fire code official*, shall be in accordance with the IFC, with NFPA 72, and with the *fire code official* guidelines.

Exception: Monitoring by a supervising station is not permitted unless specifically approved by the *fire code official* ~~is not required~~ for:

1. Single- and multiple station smoke alarms required by Section 907.2.11.
~~2. Smoke detectors in Group I-3 occupancies.~~

~~3.~~2. Automatic sprinkler systems in one- and two-family dwellings.

~~4.~~3. Manual fire alarm systems, when provided with approved signs in the following locations: directly below the horn and strobe located on the exterior of the building and adjacent to each manual pull station. The signs shall read as follows: WHEN ALARM SOUNDS - CALL 911. The signs below the horns and strobes shall be of durable material with permanent lettering having a 2" minimum height and minimum ½" stroke on a contrasting background. The sign adjacent to each pull station shall be of durable material with permanent lettering having a ¼" minimum height on a contrasting background.

In occupancies provided with a fire alarm system, the following five distinctly different alarm signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm, if provided with a fire sprinkler system.
2. Fire Alarm.
3. System Trouble.
4. Supervisory, when applicable.
5. Valve Tamper Supervisory, if provided with a fire sprinkler system.

The supervising station shall only retransmit Water Flow Alarm signals to the Fire Department, unless otherwise required by the *fire code official*.

907.7.5.2

907.7.5.2 Supervising Stations. A permit is required when the following occurs:

1. Supervising station adds a new monitoring subscriber.

2. Supervising station changes services or transfers accounts for an existing subscriber. For example, a new tenant or building owner utilizing the same supervising station.

Supervising stations shall not provide monitoring services for a subscriber until final acceptance and approval is granted by the *fire code official*.

Supervising stations shall not transfer accounts without notification to the Fire Department. Notification must be received in writing within 30 days of transfer.

In the event a monitoring contract is terminated, canceled or not renewed, the *fire code official* shall be notified in writing within 24 hours.

A current UL or FM Central Station Certification shall be provided on an annual basis.

Supervising stations shall annually provide documentation of runner service. Runner service shall be in accordance with UL 827.

907.7.6

907.7.6 Control units. Unless otherwise approved, not more than one main or master fire alarm control unit shall be permitted per building, in an approved location. Unless otherwise approved, not more than one monitoring panel shall be permitted per building.

907.7.7

907.7.7 Connections to other systems. A fire alarm system shall not be used for any purpose other than fire warning unless approved by the *fire code official*. Interconnections to other systems shall be listed for compatibility or approved by the *fire code official*.

907.7.8

907.7.8 Secondary Response Point. A Secondary Response Point (SRP) shall be provided in accordance with this section.

907.7.8.1 Where required. When required by the fire code official, an SRP shall be provided in buildings/facilities that are required to be served by a Fire Command Center.

907.7.8.2 Components required. The SRP shall have the following components:

1. A fire alarm LCD annunciator that provides a means to scroll through the list of devices that are activated and to acknowledge each alarm. The fire alarm annunciator shall not have the capability of silencing or resetting the building fire alarm system.
2. A microphone capable of providing all-call voice messaging over all notification appliance circuits of the alarm communication system.
3. A pull station capable of evacuating the entire building.
4. An elevator panel that allows the manual transfer of standby power to each elevator cab for all elevators located within the building.

907.7.8.3 Location. The SRP shall be located as follows, subject to the approval of the fire code official:

1. The SRP shall be located on the floor designated for primary elevator recall.
2. The exterior entrance leading to the SRP shall be adjacent to the fire department vehicle access lane.
3. The SRP shall be located in an area inaccessible to the public.

4. The SRP shall be located within a travel distance of 200 feet from the building entry.
5. The entrance to the SRP shall be separated from the Fire Command Center a minimum distance equal to 25% of the building perimeter, or a minimum of 250 feet, as measured along the building perimeter.

907.9

907.9 Inspection, testing and maintenance. The maintenance and testing schedules and procedures for fire alarm and fire detection systems shall be in accordance with Sections 907.9.1 through 907.9.5 and NFPA 72.

All fire alarm systems shall be tested and inspected in accordance with nationally recognized standards and the State of Nevada Fire Marshals' Regulations. The alarm contractor shall also provide proof of a license to do business within the *fire code official's* area. A maintenance contract from an approved fire alarm company is required.

Inspection reports shall be kept on-site and shall be readily available to the inspection authority. A copy of inspection reports containing deficiencies shall be mailed to the fire code official within 48 hours, only when the owner or occupant has been notified of a discrepancy(s) and fails to correct the discrepancy(s) within 30 days whenever any deficiency of the system or violation of the Fire Code is noted.

Prior to service or testing of any equipment, the Fire Department's Dispatch Center shall be notified of the location of the test and the approximate time that the equipment will be inoperable. Upon the completion of the test and inspection, the Fire Department Dispatch Center shall be notified that the system is operable.

In the event a service/maintenance contract is canceled or not renewed, the *fire code official* shall be notified by the service company within 24 hours.

908.7

908.7 When an emergency alarm system is interfaced with a building's fire alarm system. When an emergency alarm system is interfaced with a building's fire alarm system, the signal produced at the fire alarm control unit shall be a supervisory signal.

909.4.6

909.4.6 Duration of operation. All portions of active or passive smoke control systems shall be capable of continued operation after detection of the fire event for a period of not less than ~~either~~ 20 minutes ~~or 1.5 times the calculated egress time, whichever is less~~.

Exception: An engineered analysis utilizing twice the estimated egress time to demonstrate that all occupants can safely evacuate shall be permitted.

909.5.2

909.5.2 Opening protection. Openings in *smoke barriers* shall be protected by automatic-closing devices actuated by the required controls for the mechanical smoke control system. Door openings shall be protected by *fire door assemblies* complying with Section 715.4.3 of the *International Building Code*.

Exceptions:

1. Passive smoke control systems with automatic-closing devices actuated by spot-type smoke detectors *listed* for releasing service installed in accordance with Section 907.10.
2. Fixed openings between smoke zones that are protected utilizing the airflow method.
3. In Group I-2, where such doors are installed across *corridors*, a pair of opposite-swinging doors without a center mullion shall be installed having vision panels with fire protection-rated glazing materials in fire protection-rated frames, the area of which shall not exceed that tested. The doors shall be close-fitting within operational tolerances and shall not have undercuts, louvers, or grilles. The doors shall have head and jamb stops, astragals or rabbets at meeting edges and shall be automatic-closing by smoke detection in accordance with Section 715.4.8.3 of the *International Building Code.* Positive-latching devices are not required.
4. Group I-3
5. Openings between smoke zones with clear ceiling heights of 14 feet (4267 mm) or greater and bank-down capacity of greater than 20 minutes as determined by the design fire size.
6. Door openings in *smoke barriers* shall be permitted to be protected by *self-closing* fire doors in the following locations:

    6.1 Guest rooms.

    6.2 Individual dwelling units.

    6.3 Mechanical rooms.

    6.4 Elevator machine rooms.

    6.5 Electrical rooms used exclusively for that purpose.

    6.6 Doors typically maintained in a closed position as approved by the Building Official.

909.16

909.16 Fire-fighter's smoke control panel. A fire-fighter's smoke control panel for fire department emergency response purposes only shall be provided and shall include manual control or override of automatic control for mechanical smoke control systems. The panel shall be located in a fire command center complying with Section 508 in high-rise buildings or buildings with smoke-protected assembly seating. In all other buildings, the fire-fighter's smoke control panel shall be installed in an approved location adjacent to the fire alarm control panel. The fire-fighter's smoke control panel shall comply with Sections 909.16.1 through 909.16.3.

~~**909.16.1 Smoke control systems.** Fans within the building shall be shown on the fire-fighter's control panel. A clear indication of the direction of airflow and the relationship of components shall be displayed. Status indicators shall be provided for all smoke control equipment, annunciated by fan and zone and by pilot lamp-type indicators as follows:~~

~~1. Fans, dampers and other operating equipment in their normal status – WHITE.~~
~~2. Fans, dampers and other operating equipment in their off or closed status – RED.~~
~~3. Fans, dampers and other operating equipment in their on or open status – GREEN.~~
~~4. Fans, dampers and other operating equipment in a fault status – YELLOW/AMBER.~~

~~909.16.2 Smoke control panel. The fire-fighter's control panel shall provide control capability over the complete smoke control system equipment within the building as follows:~~

~~1. ON-AUTO-OFF control over each individual piece of operating smoke control equipment that can also be controlled from other sources within the building. This includes stairway pressurization fans; smoke exhaust fans; supply, return and exhaust fans; elevator shaft fans; and other operating equipment used or intended for smoke control purposes.~~
~~2. OPEN-AUTO-CLOSE control over individual dampers relating to smoke control and that are also controlled from other sources within the building.~~
~~3. ON-OFF or OPEN-CLOSE control over smoke control and other critical equipment associated with a fire or smoke emergency and that can only be controlled form the fire-fighter's control panel.~~

~~Exceptions:~~

~~1. Complex systems, where approved, where the controls and indicators are combined to control and indicate all elements of a single smoke zone as a unit~~
~~2. Complex systems, where approved, where control is accomplished by computer interface using approved, plain English commands.~~

~~909.16.3 Control action and priorities. The fire-fighter's control panel actions shall be as follows:~~

~~1. ON-OFF and OPEN-CLOSE control actions shall have the highest priority of any control point within the building. Once issued from the fire-fighter's control panel, no automatic or manual control from any other control point within the building shall contradict the control action. Where automatic means are provided to interrupt normal, nonemergency equipment operation or produce a specific result to safeguard the building or equipment (i.e., duct freezestats, duct smoke detectors, high-temperature cutouts, temperature-actuated linkage and similar devices), such means shall be capable of being overridden by the fire-fighter's control panel. The last control action as indicated by each fire-fighter's control panel switch position shall prevail. In no case shall control actions require the smoke control system to assume more than one configuration at any one time.~~
~~Exception: Power disconnects required by NFPA 70.~~

~~2. Only the AUTO position of each three-position fire-fighter's control panel switch shall allow automatic or manual control action from other control points within the building. The AUTO position shall be the NORMAL, nonemergency, building control position. Where a fire-fighter's control panel is in the AUTO position, the actual status of the device (on, off, open, closed) shall continue to be indicated by the status indicator described above. When directed by an automatic signal to assume an emergency condition, the NORMAL position shall become the emergency condition for that device or group of devices within the zone. In no case shall control actions require the smoke control system to assume more than one configuration at any one time.~~

909.16.1 Smoke control systems. The fire-fighter's smoke control panel shall be designed in accordance with the *fire code official's* guidelines.

909.16.2 Smoke control panel. The fire-fighter's smoke control panel shall be designed in accordance with the *fire code official's* guidelines.

909.16.3 Control action and priorities. The fire-fighter's smoke control panel shall be designed in accordance with the *fire code official's* guidelines.

909.17

909.17 System response time. Smoke-control system activation shall be initiated immediately after receipt of an appropriate automatic or manual activation command. Smoke control systems shall activate individual components (such as dampers and fans) in the sequence necessary to prevent physical damage to the fans, dampers, ducts and other equipment. For purposes of smoke control, the fire-fighter's smoke control panel response time shall be the same for automatic or manual smoke control action initiated from any other building control point. The total response time, including that necessary for detection, shut-down of operating equipment and smoke control system startup, shall allow for full operational mode to be achieved before the conditions in the space exceed the design smoke condition. ~~The system response time for each component and their sequential relationships shall be detailed in the required rational analysis and~~ Upon receipt of an alarm condition at the fire alarm control panel, fans, dampers and automatic doors shall have achieved their proper operating state and final status shall be indicated at the smoke control panel within 90 seconds. ~~v~~Verification ~~of their installed condition~~ shall be reported in the required final report.

909.18.8.3

909.18.8.3 Reports. A complete report of testing shall be prepared by the special inspector or special inspection agency. The report shall include identification of all devices by manufacturer, nameplate data, design values, measured values and identification tag or mark. The report shall be reviewed by the responsible registered design professional and, when satisfied that the design intent has been achieved, the responsible registered design professional shall seal, sign and date the report with a statement as follows:

> I have reviewed this report and by personal knowledge and on-site observation certify that the smoke-control system is in substantial compliance with the design intent, and to the best of my understanding complies with requirements of the code.

909.18.8.3.1 Report filing. A copy of the final report shall be filed with the fire and building *code official* and an identical copy shall be maintained in an approved location at the building.

909.18.10

909.18.10 Alternative testing method. When required by the *Code official*, theatrical smoke or other approved tracer gases shall be used during final acceptance testing to visually verify air movement.

909.20

909.20 Maintenance. Smoke control systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of controlling smoke for the duration required. ~~The system shall be maintained in accordance with the manufacturer's instructions and Sections 909.20.1 through 909.20.5.~~

Inspection and periodic testing of existing smoke control systems shall be performed in accordance with the Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification, the manufacturer's instructions and Sections 909.20.1 through 909.20.5.

909.20.4

909.20.4 Dedicated smoke control systems. Dedicated smoke control systems shall be operated for each control sequence semiannually. When required by the *fire code official*, ~~T~~the system shall also be tested under standby power conditions.

909.20.5

909.20.5 Nondedicated smoke control systems. Nondedicated smoke control systems shall be operated for each control sequence annually. When required by the *fire code official*, ~~T~~the system shall also be tested under standby power conditions.

910.3.2.2

910.3.2.2 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler, smoke and heat vents shall be designed to operate automatically by actuation of a heat-responsive device rated at a minimum temperature of 360° F (182° C).

910.3.5

910.3.5 Draft curtains. Where required by Table 910.3, draft curtains shall be installed only in non-sprinklered buildings on the underside of the roof in accordance with this section.

~~Exception: Where areas of the building are equipped with ESFR sprinklers, draft curtains shall not be provided within these areas. Draft curtains shall only be provided at the separation between the ESFR sprinklers and the non-ESFR sprinklers.~~

912.3.2

912.3.2 Clear space around connections. A working space of not less than 36 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height not including any doors or windows, shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections, except as otherwise required or approved by the ~~fire chief~~ *fire code official.*

913.1.1

913.1.1 Redundant pumps in high-rise structures. Where pumps are used in structures with walking levels greater than 250 feet (76 m) in height above the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump

913.1.2

913.1.2 Redundant pumps in multiple structures. Where a fire pump is used for booster pressure supply to multiple structures, a redundant fire pump shall be provided for each required fire pump.

913.2.1

913.2.1 Protection of pump rooms. Rooms where fire pumps are located shall be separated from all other areas of the building ~~in accordance with Section 913.2.1 of the International Building Code.~~ with 2-hour rated walls and ceilings.

Exception: Where the pump is housed in a room that is 50 feet or greater from the building being protected, then 2-hour rated walls and ceilings are not required.

913.2.1.1

913.2.1.1 Access. The fire pump room shall have an exterior access door.

913.2.2

913.2.2 Drains. Floor drains having a minimum diameter of 3 inches shall be provided in the fire pump room.

914.4.1

914.4.1 Automatic sprinkler system. An *approved automatic sprinkler system* shall be installed throughout the entire building.

Exceptions:

1. ~~That area of a building adjacent to or above the atrium need not be sprinklered, provided that portion of the building is separated from the atrium portion by not less than a 2-hour *fire barrier* constructed in accordance with Section 712 of the *International Building Code* or *horizontal assemblies* constructed in accordance with Section 712 of the *International Building Code*, or both.~~
2. ~~Where the ceiling of the atrium is more that 55 feet (16 764 mm) above the floor, sprinkler protection at the ceiling of the atrium is not required.~~

914.6.1

914.6.1 Automatic sprinkler system. Stages shall be equipped with an automatic fire-extinguishing system in accordance with Chapter 9. Sprinklers shall be installed under the roof and gridiron and under all catwalks and galleries over the stage. Sprinklers shall be installed in dressing rooms, performer lounges, shops and storerooms accessory to such stages.

Exceptions:

~~1.~~ ~~Sprinklers are not required under stages less than 4 feet (1219 mm) in clear height utilized exclusively for storage of tables and chairs, provided the concealed space is separated from the adjacent spaces by not less than 5/8 inch (15.9 mm) Type X gypsum board.~~

~~2. Sprinklers are not required for stages 1,000 square feet (93 m2) or less in area and 50 feet (15 240 mm) or less in height where curtains, scenery or other combustible hangings are not retractable vertically. Combustible hangings shall be limited to a single backdrop.~~

~~3~~ Sprinklers are not required within portable orchestra enclosures on stages.

915

SECTION 915

SMOKE REMOVAL

915.1 General. Where required by this code or otherwise installed, smoke removal systems shall conform to the requirements of this section and the Building Code.

915.2 Where Required.

915.2.1 High rise buildings. Smoke removal systems shall be installed in accordance with the Building Code.

915.2.2 Enclosed parking garage. A smoke removal system is required throughout enclosed parking garages. Fans capable of providing a minimum of 10 air changes per hour shall be provided. Fans shall be bidirectional, having capacity equal or greater in the reverse direction as the forward direction. Fans shall automatically exhaust upon sprinkler waterflow. Individual manual control shall be provided for each fan on a graphic smoke control panel adjacent to the fire alarm control panel. The system shall comply with the *fire code official's* guidelines.

915.3 Status Indicators and Controls. Status indicators and controls shall be designed in accordance with the *fire code official's* guidelines.

915.4 System Acceptance. Buildings, or portions thereof required by this code to comply with this section shall not be issued a certificate of occupancy until such time that the *fire code official* determines that the provisions of this section have been fully complied with and that the fire department has received satisfactory instruction on the operation of the system.

Exception: In buildings of phased construction, a temporary certificate of occupancy, as *approved* by the *fire code official*, shall be allowed, provided that those portions of the building to be occupied meet the requirements of this section and that the remainder does not pose a significant hazard to the safety of the proposed occupants or adjacent buildings.

915.5 Maintenance. Smoke removal systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of removing smoke when required.

Inspection and periodic testing of smoke removal systems shall be performed in accordance with the Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification using a Level I inspection firm, and the manufacturer's instructions.

916

SECTION 916

FIRE RISER ROOMS

916.1 Where required. A dedicated fire riser room shall be required for each fire sprinkler system riser.

Exceptions:

1. Where approved by the *Fire code official*, where systems are controlled by wall-mounted Post Indicator Valves (PIV), and where exterior access is provided to the monitoring panel that is located in a conditioned room, a fire riser room is not required.
2. When approved, where a single system serves the building and the system is controlled by a PIV, a riser room is not required.
3. In multi-story facilities, floor control risers are permitted to be located on each floor level in an exit stair enclosure.
4. Systems designed in accordance with NFPA 13D do not require fire riser rooms.
5. Systems designed in accordance with NFPA 13R shall have a riser room/closet that is large enough to facilitate access to all the necessary fire sprinkler and fire alarm valves and devices. This area shall be accessible from the outside with either a door or an access panel large enough to allow for testing and maintenance of system. The area shall also maintain a minimum temperature of 40° F and a maximum temperature of 100° F.

916.2 Contents. The primary fire riser room shall contain the fire riser into the building. The fire riser shall contain at a minimum, a flow switch, a check valve, and a control valve.

Exception: Where there is a single system in the building and an exterior Post Indicator Valve (PIV) is provided, then the control valve is not required in the fire riser room.

916.3 Exterior Access Door. Fire riser rooms shall have an exterior access door with a minimum width of 36 inches (914 mm) and a minimum height of 80 inches (2032 mm)

Exception: For large facilities, such as high-rise, airport terminal, and covered mall buildings, secondary fire risers may be contained in fire riser rooms that are located in dedicated rooms with direct corridor access inside the building without direct access from the exterior.

916.4 Protection. Fire riser rooms shall be separated from the rest of the building by 1-hour fire partitions.

916.5 Conditioning. Fire riser rooms shall be conditioned to maintain a minimum temperature of 40° F and a maximum temperature of 100° F. Heating and cooling units shall be permanently wired. Portable heating and cooling units are not approved for meeting the requirements of this section.

Exception: Where the riser room does not contain a Fire Alarm Control Unit or spare sprinklers heads, the riser room shall not be required to be conditioned for maximum temperature.

916.6 Lighting. Permanently installed artificial lighting with back-up power shall be provided for the riser room.

916.7 Size. The riser room shall have a minimum area of 16 square feet (1.49 m^2), with a minimum dimension of 4 feet, for the first sprinkler riser, plus 10 additional square feet for each additional riser contained.

916.8 Clearances for a fire alarm control unit. Where a fire alarm control unit is located in the fire riser room, the unit shall be located so that there is a minimum clearance in accordance with the electrical code.

916.9 Auxiliary control valves. Fire riser rooms are not required for auxiliary control valves.

916.10 Signage. Weatherproof signage shall be provided on the exterior access door. Signage shall state "Fire Sprinkler Riser Room" in a contrasting color. Letters shall have a minimum height of 2 inches with a minimum stroke of 3/8 inch.

1008.1.9.7

1008.1.9.7 Delayed egress locks. *Approved, listed,* delayed egress locks shall be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or an *approved* automatic smoke or heat detection system installed in accordance with items Section 907, provided that the doors unlock in accordance with Items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an *exit.*

1. The doors unlock upon actuation of the *automatic sprinkler system* or automatic fire detection system.
2. The doors unlock upon loss of power controlling the lock or lock mechanism.
3. The door locks shall have the capability of being unlocked by a signal from the fire command center.
4. The initiation of an irreversible process which will release the latch in not more than 15 seconds when a force of not more than 15 pounds (67 N) is applied for 1 second to the release device. Initiation of the irreversible process shall activate an audible signal in the vicinity of the door. Once the door lock has been released by application of force to the releasing device, relocking shall be by manual means only.

   ~~Exception: Where approved, a delay of not more than 30 seconds is permitted~~.
5. A sign shall be provided on the door located above and within 12 inches (305 mm) of the release device reading: PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 ~~[30]~~ SECONDS.
6. Emergency lighting shall be provided at the door.

1011.6

1011.6 Low-level exit signs. Where exit signs are required by Section 1011.1, additional approved low-level exit signs that are internally or externally illuminated shall be provided in all corridors serving residential units in Group R-1 occupancies and R-2 occupancies with transient use. The bottom of each such sign shall not be less than 6 inches (152 mm) nor more than 18 inches (455 mm) above the floor level and shall indicate the path of exit travel. For exit and exit access doors, the sign shall be on the door or adjacent to the door, with the closest edge of the sign within 4 inches (102 mm) of the doorframe.

1015.2.2

1015.2.2 Three or more exits or exit access doorways. Where access to three or more exits is required, at least two exit doors or exit access doorways shall be arranged in accordance with the provisions of Section 1015.2.1. Additional exits or exit access doorways shall be uniformly distributed so that if one becomes blocked, the others will be available.

1028.6.2.3

1028.6.2.3 Automatic sprinklers. Enclosed areas with walls and ceilings in buildings or structures containing *smoke-protected assembly seating* shall be protected with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1.

~~**Exceptions:**~~

1. ~~The floor area used for contents, performances or entertainment provided the roof construction is more then 50 feet (15 240 mm) above the floor level and the use is restricted to low fire hazard uses.~~
2. ~~Press boxes and storage facilities less than 1,000 square feet (93 m2) in area,~~
3. ~~Outdoor seating facilities where seating and the *means of egress* in the seating area are essentially open to the outside.~~

1102.1

1102.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

Helistop. The same as "Heliport," except that no fueling, defueling, maintenance, repairs or storage (for longer than 24 hours) of helicopters is permitted.

1107.1

1107.1 General. All helistops and heliports shall be designed and constructed in accordance with this code, NFPA 418, and FAA AC No:150/5390-2B. Helistops and heliports shall be maintained in accordance with Sections 1107.2 through 1107.8. Helistops and heliports on buildings shall be constructed in accordance with the International Building Code.

1108

SECTION 1108

EMERGENCY HELICOPTER LANDING PAD

1108 Emergency Helicopter Landing Pad. Each high-rise building, and each separate tower portion of a multiple tower high-rise building, with normally occupied floor levels greater than 420 feet (128 meters) in height above the lowest level of fire department access shall be provided with a rooftop emergency helicopter landing pad in an approved location. A heliport as described in FAA Advisory 150/5390-2B shall be accepted in lieu of the emergency helicopter landing pad.

> **Exception:** Where approved by the Fire Chief, high-rise buildings with small occupant loads, such as themed entertainment buildings, shall not require an emergency helicopter landing pad.

1108.1 Definitions The following definitions shall apply for section 1108.

> **Approach-Departure Path** – The flight path of the helicopter as it approaches or departs from the emergency helicopter landing pad designated take off and landing area. The approach-departure path is

measured from the edge of the takeoff and landing area to the property line at a public way and is a rising slope determined by a ratio of eight feet horizontal distance for every one foot of vertical height.

Peripheral Area – An obstruction free (i.e. no intrusions into the approach-departure path) area adjacent to the takeoff and landing area serving as a safety zone.

Takeoff and Landing Areas – The designated area on the emergency helicopter landing pad from which helicopter departures and approaches are intended to originate or terminate.

Touchdown Pad – The load bearing portion of the emergency helicopter landing pad designated takeoff and landing area on which a helicopter may land.

1108.2 Design and Installation: An emergency helicopter landing pad shall meet the following minimum requirements:

1. Approach-departure path: The pad shall have two approach-departure paths with a minimum 90-degree arc of separation between the two.

2. Touchdown Pad: The touchdown pad shall be square and shall have minimum dimensions of 50 feet by 50 feet.

3. Peripheral Area: The peripheral area (obstruction free safety zone) surrounding the takeoff and landing area/touchdown pad shall be 25 feet from the edge of the takeoff and landing areas.

4. Safety Net: If the touchdown pad is elevated more than 30 inches above the adjoining roof level, a horizontally attached safety net with a minimum width of 5 feet shall be installed around the perimeter. The safety net shall be located in such a manner that it will not penetrate the approach-departure paths. The safety net shall be designed to hold a minimum capacity of 25 lbs/ft^2 (122 kg/m^2).

5. Wind Direction: A lighted wind sock shall be provided. The wind sock shall be visible from each approach-departure path, visible to the pilot at a minimum distance of 500 feet from the landing area, and visible from the landing area. The wind sock shall be located outside of the peripheral area. Where no single location will meet all criteria, multiple wind socks shall be permitted. Wind socks shall be lighted to ensure that the wind sock and the wind direction indicated is clearly visible at night.

6. Access: An exit stair enclosure that serves tower floors shall be extended to provide access from the roof. A lighted path, with minimum 1 foot candela on the walking surface, shall be designated and provided from the landing area to the access stair. The access stair shall be provided with a hose valve supplied by the building standpipe system in accordance with NFPA 14.

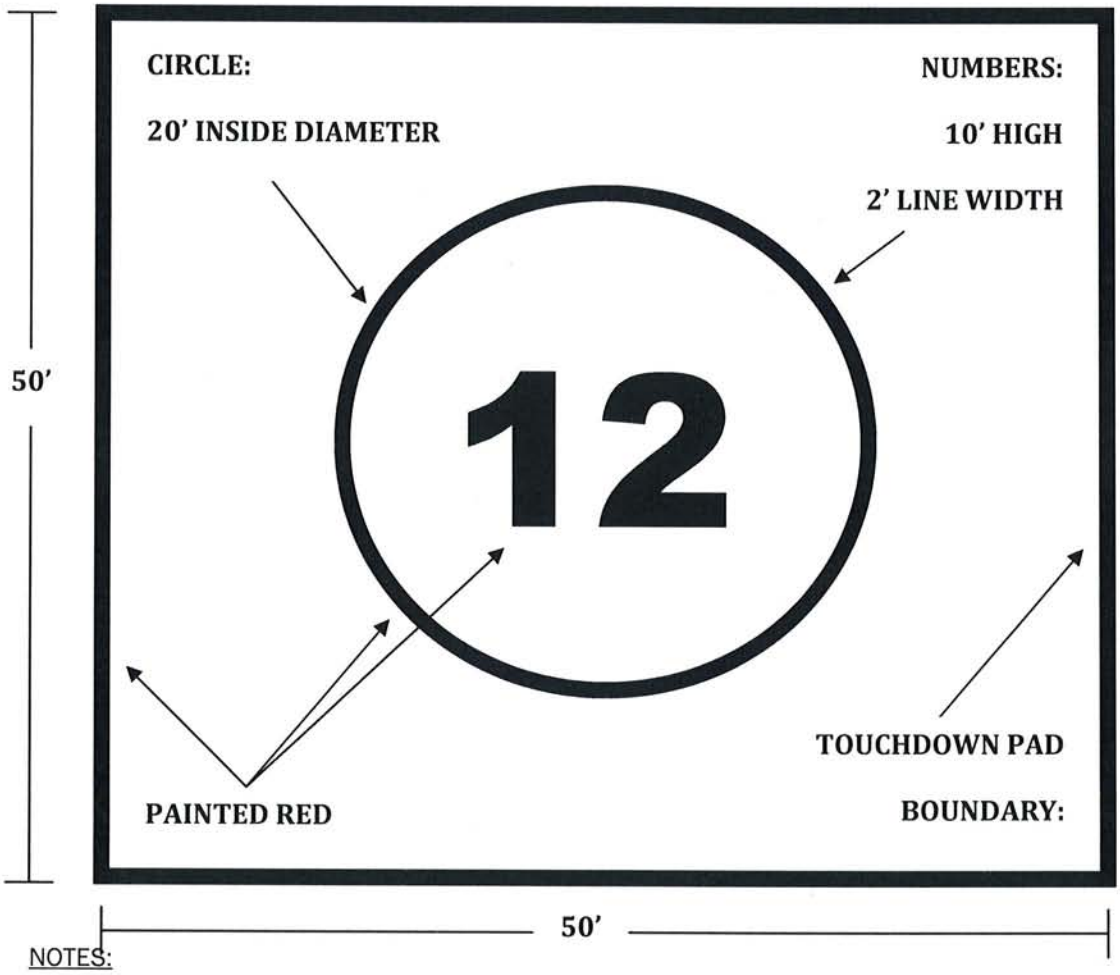
7. Lighting Requirements: Green lights shall be provided on the perimeter of both the touchdown pad and the peripheral area. A minimum of three lights shall be provided per side, with a minimum of 8 lights on the perimeter. Lights at corners shall be allowed to qualify for a light on each of the intersecting sides.

8. Loading Requirements: The touchdown pad shall be designed to withstand a minimum load of 12,000 lbs. Dynamic loading shall be a minimum of 18,000 lbs. Loading capacity shall be indicated by a number indicating the capacity in terms of thousands of pounds (i.e. the number 12 to indicate a capacity of 12,000 lbs.) in a circle in the center of the touchdown area.

9. **Touchdown Pad Markings:** The emergency helicopter landing pad shall be marked as indicated in Figure 1108.

1108.3 Other Limited Uses: Facilities that intend to use the emergency helicopter landing pad for private or commercial use other than for emergency helicopter landing shall comply with NFPA 418, in addition to all applicable FAA requirements, and in addition to the requirements set forth in this section. Other limited uses shall be limited to a maximum time period of 2 hours in every 24-hour period to ensure that the landing pad is available for emergency use.

Figure 1108



NOTES:

1. The preferred touchdown pad background color is white.
2. The red numeral indicates the allowable weight, in thousands of pounds, that the pad is capable of supporting.

1409.1

1409.1 Site identification. ~~Emergency telephone. Readily accessible emergency telephone facilities shall be provided in an approved location at the construction site.~~ The street address of the construction site ~~and the emergency telephone number of the fire department~~ shall be posted in accordance with Section 505.1. ~~adjacent to the telephone.~~

1412

SECTION 1412

WATER SUPPLY FOR FIRE PROTECTION

1412.1 When required. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. Additional fire flow shall be provided upon commencement of vertical construction in accordance with Section 1412.

1412.2 Volume required. The required volume of fire flow shall be based on the fire flow required for the building/facility when constructed, with reductions permitted as set forth in this section. In all cases, a minimum fire flow of 1,500 gpm shall be required.

> **Exception:** Where approved by the fire code official for rural areas or other areas with decreased fire flow capacity, the minimum required fire flow may be reduced below 1,500 gpm

1412.3 Combustible material protection. Where combustibles are delivered to a construction site, a minimum fire flow in accordance with Section 1412.2 shall be provided. The fire hydrant(s) shall be within 300 feet of combustible materials.

1412.4 Vertical construction, combustible construction Types III, IV, and V. Required fire flow shall be provided at the commencement of vertical construction in accordance with the separation distance as specified in this section.

1412.4.1 Separation up to 20 feet (6.1m). Where the structure is separated 20 feet (6.1m) or less from property lines against property that has an existing structure or otherwise can be constructed upon, a fire flow of no less than 100% of the required fire flow, including all required hydrant locations, shall be provided.

1412.4.2 Separation greater than 20 feet (6.1m) up to 60 feet (18.3m). Where the structure is separated greater than 20 feet (6.1m) and up to 60 feet (18.3m) from property lines against property that has an existing structure or otherwise can be constructed upon, a fire flow of no less than 50% of the required fire flow shall be provided. Sufficient hydrants to accommodate the required flow shall be provided, subject to approval by the *fire code official*.

1412.4.3 Separation greater than 60 feet (18.3m). Where the structure is separated greater than 60 feet (18.3m) from property lines against property that has an existing structure or otherwise can be constructed upon, fire flow shall be provided in accordance with Section 1412.2. The fire hydrant(s) shall be within 300 feet of the structure protected.

1412.5 Vertical construction, non-combustible construction Types I and II. Fire flow is not required prior to commencing vertical construction of non-combustible construction buildings. Where combustible materials are delivered to the construction site, fire flow in accordance with Section 1412.3 shall be provided. When a standpipe per Section 1413 is provided, fire flow shall be provided in accordance with Section 1412.2.

1412.6 Combustible loading (stocking). Where combustible loading (stocking) of the building has been approved by the *fire code official*, the fire flow provided shall be equal to 100% of the fire flow required at the time of building occupancy.

1412.7 Occupancy of Building. Prior to occupancy of the completed building, the required fire flow shall be provided and flow tested to verify the water system's capability to supply the required fire flow. All acceptance testing shall be witnessed by the *fire code official*.

1412.8 Access. Access in accordance with Section 1410 shall be provided between all hydrants required by this section and the construction being protected.

2206.2.3

2206.2.3 Above-ground tanks located outside, above grade. Above-ground tanks shall not be used for the storage of Class I, II, or IIIA liquid motor fuels except as provided by this section. The applicant is responsible for obtaining any use permits as required by the planning or zoning authority.

2301.3

2301.3 Construction documents. At the time of building permit application for new structures designed to accommodate high-piled storage or for requesting a change of occupancy/use, and at the time of application for a storage permit, plans and specifications shall be submitted for review and approval. In addition to the information required by the International Building Code, the storage permit submittal shall include the information specified in this section. Following approval of the plans, a copy of the approved plans shall be maintained on the premises in an approved location. The plans shall include the following:

1. Floor plan of the building showing locations and dimensions of high-piled storage areas.
2. Usable storage height for each storage area
3. Number of tiers within each rack, if applicable.
4. Commodity clearance between top of storage and the sprinkler deflector for each storage arrangement.
5. Aisle dimensions between storage array.
6. Maximum pile volume for each storage array.
7. Location and classification of commodities in accordance with Section 2303.
8. Location of commodities which are banded or encapsulated.
9. Location of required fire department access doors.
10. Type of fire suppression and fire detection systems.
    a. For density/area fire sprinklers protecting the high-piled storage area, indicate the sprinkler identification number (SIN), the sprinkler k factor, square footage of the remote area, and the system design density. If the SIN is not available, a copy of the manufacturer specification sheet for the sprinkler head is required.
    b. For specific application sprinklers, such as large-drop and ESFR sprinklers, protecting the high-piled storage area, indicate the sprinkler identification number (SIN), the sprinkler k factor, the number of sprinkler heads in the remote area, and the minimum residual pressure provided at the most hydraulically demanding sprinkler head. If the SIN is not available, a copy of the manufacturer specification sheet for the sprinkler head is required.
11. Location of valves controlling the water supply of ceiling and in-rack sprinklers.
12. Type, location, and specifications of smoke removal and curtain board systems.
13. Dimension and location of transverse and longitudinal flue spaces.
14. Additional information regarding design features, commodities, storage arrangement and fire protection features within the high-piled storage area shall be provided at the time of permit, when required by the *fire code official*.
15. Type of shelving material used, whether it is solid, slatted, or wire mesh.

16. Verification of sufficient fire flow provided for the building.

2306.6.1.2

2306.6.1.2 Door size and type. Access doors shall not be less than 3 feet (914 mm) in width and 6 feet 8 inches (2032 mm) in height. Roll-up doors shall not be used ~~unless approved~~.

2308. 2.2

2308.2.2 Racks with solid shelving. Racks with solid shelving having an area greater than 20 square feet (1.86 m^2) ~~32 square feet (3 m^2)~~, measured between approved flue spaces at all four edges of the shelf, shall be in accordance with this section.

Exceptions:

1. Racks with mesh, grated, slatted, or similar shelves having uniform openings not more than 6 inches (152 mm) apart, comprised of at least 50 percent of the overall shelf area, and with approved flue spaces are allowed to be treated as racks without solid shelves.
2. Racks used for the storage of combustible paper records, with solid shelving, shall be in accordance with NFPA 13.

2403.9

2403.9 Anchorage required. Tents or membrane structures that require approval per Section 2403.2 or have more than one level ~~and their appurtenances~~ shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability sealed by a Nevada registered civil or structural engineer shall be furnished to the *fire code official* on request. The documentation shall include a wind load calculation based on ASCS – 7.1, 2005 edition with a Class B, 90 mph wind speed three second gust exposure, a snow load calculation with a snow load of 15 psf or defined snow mitigation, and a seismic load calculation where the loads shall be: 10 psf for the roof assembly, 25 psf for the floor assembly and 15 psf for exterior walls.

2701.4

2701.4 Retail and wholesale storage and display. For retail and wholesale storage and display of nonflammable solid and nonflammable or noncombustible liquid hazardous material in Group M occupancies and in storage in Group S occupancies, see Sections 2702 and 2703.11.

2701.5.1

2701.5.1 Hazardous Materials Management Plan. Where required by the *fire code official* and when the Maximum Allowable Quantity per control area is exceeded, an application for a permit shall include a Hazardous Material Management Plan (HMMP). The HMMP shall include a facility site plan designating the following:

1. Access to each storage and use area.
2. Location of emergency equipment.
3. Location of where liaison will meet emergency responders.

4. Facility evacuation meeting point locations.
5. The general purpose of other areas within the building.
6. Location of all above-ground and underground tanks and their appurtenances including, but not limited to, sumps, vaults, below-grade treatment systems and piping.
7. The hazard classes in each area.
8. Locations of all control areas and Group H occupancies.
9. Emergency exits.

2701.5.2

2701.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the *fire code official*, an application for a permit shall include an HMIS, such as Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III, Tier II Report or other *approved* statement. The HMIS shall include the following information:

1. Product Name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard Classification.
7. Amount in Storage.
8. Amount in use-*closed system*.
9. Amount in use-*open system*.
10. Aggregate quantities per control area.
11. Site plan/Floor plan with designated control areas and details of 704 placard for facility and for each control area.
12. Sprinkler design criteria, if sprinklered.
13. Cabinets or exhausted enclosures.
14. NFPA 704 hazard numbers.

2702

RETAIL AND WHOLESALE. The sale of new or used goods to: consumers; retailers; industrial, commercial, institutional or professional users; or to other wholesalers.

2703.2.2.1

2703.2.2.1 Design and construction. Piping, tubing, valves, fittings and related components used for hazardous materials shall be in accordance with the following:

1. Piping, tubing, valves, fittings and related components shall be designed and fabricated from materials that are compatible with the material to be contained and shall be of adequate strength and durability to withstand the pressure, structural and seismic stress and exposure to which they are subject.
2. Piping and tubing shall be identified in accordance with ASME A13.1 to indicate the material conveyed.
3. Readily accessible manual valves or automatic remotely activated fail-safe emergency shutoff valves shall be installed on supply piping and tubing at the following locations:
   3.1 The point of use.
   3.2 The tank, cylinder or bulk source
4. Manual emergency shutoff valves and controls for remotely activated emergency shutoff valves shall be identified and the location shall be clearly visible, accessible and indicated by means of a sign.

5. Backflow prevention or check valves shall be provided when the backflow of hazardous materials could create a hazardous condition or cause the unauthorized discharge of hazardous materials.
6. Where gases or liquids having a hazard ranking of:

   Health Class 3 or 4
   Flammability Class 4
   Instability Class 3 or 4

   In accordance with the NFPA 704 are carried in pressurized piping above 15 pounds per square inch gauge (psig) (103kPa), an *approved* means of leak detection and emergency shutoff or excess flow control shall be provided. Where the piping originates from within a hazardous material storage room or area, the excess flow control shall be located within the storage room or area. Where the piping originates from a bulk source, the excess flow control shall be located as close to the bulk source as practical.

   Exceptions:

   1. Piping for inlet connections designed to prevent backflow.
   2. Piping for pressure relief devices.

7. New and existing remote tank filling connections shall be in accordance with this subsection 7.
   7.1 Permanent signs clearly indicating the tank contents associated with each connection port shall be displayed at the remote filling station. Signage shall be in English as a primary language or in symbols allowed by this code, shall be durable, and the size color and lettering shall be *approved*.
   7.2 The transfer hose connection for liquids that have a pH of 6.0 or less (acidic) shall be equipped with female "Cam-lock" type fittings, sized appropriately.
   7.3 The transfer hose connection for liquids that have a pH of 8.0 or greater (basic) shall be equipped with male "Cam-lock" type fittings, sized appropriately.

2703.5

2703.5 Hazard Identification signs. Unless otherwise exempted by the *fire code official*, visible hazard identification signs as specified in NFPA 704 for the specific material contained shall be placed on stationary containers and above-ground tanks and at entrances to locations where hazardous materials are stored, dispensed, used or handled in quantities requiring a permit and at specific entrances and locations designated by the *fire code official*.

2703.5.1 Signage Rating Method. Where more than one chemical is present in a building or specific area, signs shall be provided using one of the following methods:

(1) *Composite Method.* Where many chemicals are present, a single sign shall summarize the maximum ratings contributed by the material(s) in each category and the special hazard category for the building and/or the area.

(2) *Individual Method.* Where only a few chemicals are present or where only a few chemicals are of concern to emergency responders (taking into account factors including physical form, hazard rating, and quantity), individual signs shall be displayed. The chemical name shall be displayed below each sign.

(3) *Composite-Individual Combined Method.* A single sign shall be used to summarize the ratings via the Composite method for buildings or other numerous chemicals. Signs based on the individual Method shall be used for rooms or smaller area within the building containing small numbers of chemicals.

~~2703.5.1~~ 2703.5.2 **Markings.** Individual containers, cartons, or packages shall be conspicuously marked or labeled in an approved manner. Rooms or cabinets containing compressed gases shall be conspicuously labeled: COMPRESSED GAS.

2703.8.3.5

2703.8.3.5 Hazardous materials in *retail and wholesale* Group M display and storage areas and in retail and wholesale Group S storage areas. The aggregate quantity of nonflammable solid and nonflammable or noncombustible liquid hazardous materials allowed within a single *control area* of a *retail and wholesale* Group M display and storage area or a retail and wholesale Group S storage area is allowed to exceed the *maximum allowable quantities per control* area specified in Tables 2703.1.1(1) and 2703.1.1(2) without classifying the building or use as a Group H occupancy, provided that the materials are displayed and stored in accordance with Section 2703.11.

2703.8.8

2703.8.8 Hazardous Materials Information Storage. When required by the *fire code official* new or existing buildings or facilities containing hazardous materials in quantities exceeding the maximum allowable quantity per control area, a KNOX Cabinet Series 1300, 7 inch depth with dual locks and rain hood part number 1201 shall be installed in an *approved* location.

2703.11

2703.11 Retail and wholesale Group M storage and display and retail and wholesale Group S storage. The aggregate quantity of nonflammable solid and nonflammable or noncombustible liquid hazardous materials allowed within a single *control area* of a retail and wholesale Group M display and storage occupancy, or an outdoor *control area*, or stored in a single *control area* of a retail and wholesale Group S storage occupancy, is allowed to exceed the *maximum allowable quantities per control* area indicated in Section 2703.1 when in accordance with Sections 2703.11.1 through 2703.11.3.10.

2703.11.1.1

2703.11.1.1. Table 2703.11.1 shall not be applicable to mixed occupancies which include either an A, E, I, or R occupancy.

Exception: Single-story buildings.

3001.1

3001.1 Scope. Storage, use and handling of compressed gases in compressed gas containers, cylinders, tanks and systems shall comply with this chapter, including those gases regulated elsewhere in this code. Partially full compressed gas containers, cylinders or tanks containing residual gases shall be considered as full for the purposes of the controls required.

Exceptions:

1. Gases used as refrigerants in refrigeration systems (see Section 606).
2. Compressed natural gas (CNG) for use as a vehicular fuel shall comply with Chapter 22, NFPA 52 and the International Fuel Gas Code.

Cutting and welding gases shall also comply with Chapter 26.

Cryogenic fluids and liquid CO^2 shall comply with Chapter 32. Liquefied natural gas for use as a vehicular fuel shall also comply with NFPA 52 and NFPA 59A.

Compressed gases classified as hazardous materials shall also comply with Chapter 27 for general requirements and chapters addressing specific hazards, including Chapters 35 (Flammable Gases), 37 (Highly Toxic and Toxic Materials), 40 (Oxidizers, Oxidizing Gases and Oxidizing Cryogenic Fluids) and 41 (Pyrophoric Materials).

LP-gas shall also comply with Chapter 38 and the International Fuel Gas Code.

3006.5

3006.5 Medical gas system plan submittal. Plans and specifications shall be submitted for review and approval. Following approval of the plans, a copy of the approved plans and permit shall be maintained on the premises in an approved location. As required by the *fire code official*, the plans shall include the following:

1. Project name, street address and owners name.
2. Contractor name, address, phone number, license numbers (City, State Contractor and State Fire Marshal).
3. Signature of the licensee (contractors Master or Qualified Employee) or seal and signature of a Professional Engineer licensed in the state of Nevada.
4. Code edition of standards used in the design.
5. System classification (Level).
6. When used - gas type, container size and quantity.
7. Symbol legend with equipment description (manufacture's name and model number) and mounting description (surface, semi-flush, flush, and exterior).
8. Site plan.
9. Floor plan drawn to an indicated scale (1/8" minimum) on sheets of a uniform size showing:
    a. Point of compass (north arrow).
    b. Walls, doors, windows, openings, stairs, elevators, passageways, high-piled storage racks, etc., as applicable to depict the facility.
    c. Room use identification labels.
    d. Gas, air and vacuum piping distribution systems, manifolds, sizes and material types. Piping hangers and slopes.
    e. Valves and valve boxes, outlets, gages and other components.
    f. Electrical warning systems (local and master alarm panels), conductor/conduit routing and size, power panel and circuit connection.
    g. Key plan.
    h. Compressor inlet location and vacuum exhaust outlet location.

i. For interior gas supply rooms provide construction fire ratings, ventilation and fire sprinkler information.

10. Product data submittal including a cover index sheet listing products used by make and model number, manufacturer data sheets (highlighted or marked) and listing information for all equipment, devices, and materials.
11. Design number and detail of penetration fire stop system when required.
12. Verification & inspection requirements.
13. Name of independent medical gas testing agency to certify the system.
14. Any additional information determined necessary.

3006.6

3006.6 Medical gas systems, testing. Hyperbaric systems and medical gas systems required by NFPA 99 to be verified by person other than the installing contractor shall be certified by an independent medical gas testing agency prior to use of the system. The independent medical gas inspector shall hold a current NITC certification and Nevada State Fire Marshal certification as a medical gas inspector. The *fire code official* may witness any or all testing. Copies of the system certification shall be provided to the *fire code official.*

3301.1.3

3301.1.3 Fireworks The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Storage and handling of fire works as allowed in Section 3304.
2. Manufacturer, assembly and testing of fireworks as allowed in Section 3305.
3. The use of fireworks for fireworks displays as allowed in Section 3308.
4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided such fireworks comply with CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR, Parts 100-185, for consumer fireworks.
5. The possession, storage, use, handling, and sale of consumer safe and sane fireworks in accordance with the current "Fire Prevention Association of Nevada Guidelines for Fireworks".

3301.2.2

3301.2.2 Sale and retail display. ~~No person shall construct a retail display nor offer for sale explosives, explosive materials, of fireworks upon highways, sidewalks, public property, or in Group A or E occupancies~~. All sales and retail displays of fireworks and explosives are prohibited.

Exception: Consumer fireworks 1.4G (safe and sane) offered for sale at portable retail fireworks stands that are in accordance with the current "Fire Prevention Association of Nevada Guidelines for Fireworks".

3301.2.4

3301.2.4 Financial Responsibility. Before a permit is issued, as required by Section 3301.2, the applicant shall file with the jurisdiction a ~~corporate surety bond in the principal sum of $100,000 or a public liability insurance policy for the same amount~~ valid certificate of insurance complying with Section 105.1.4.1 in the amount of $5,000,000.00, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The *fire code official* is authorized to specify a greater ~~or lesser~~ amount when, in his or her opinion, conditions at the location of use indicate a greater ~~or lesser~~ amount is required. ~~Government entities shall be exempt from this bond requirement.~~

3301.2.4.1

3301.2.4.1 Blasting. Before approval to do blasting is issued, the applicant for approval shall ~~file a bond or~~ submit a certificate of insurance as specified in Chapter 1 in such form, amount and coverage as determined by the legal department of the jurisdiction to be adequate in each case to indemnify the jurisdiction against any and all damages arising from permitted blasting.

3301.2.4.2

3301.2.4.2 Fireworks Display. The permit holder shall furnish a ~~bond or~~ certificate of insurance as specified in Chapter 1 ~~in an amount deemed adequate by the *fire code official*~~ for the payment of all potential damages to a person or persons or to property by reason of the permitted display, and arising from any acts of the permit holder, the agent, employees or subcontractors.

3301.5

3301.5 Supervision. The *fire code official* is authorized to require operations permitted under the provisions of Section 3301.2 to be supervised at any time by the *fire code official* in order to determine compliance with all safety and fire regulations. *Fire code official*(s) or approved designee(s) shall be required for all productions where pyrotechnic special effects are used.

3303.8

3303.8 Shot reports. Shot reports shall be maintained for every blast and for every pyrotechnical event. These reports shall be available to the *fire code official* upon request within 48 hours. The report shall at a minimum contain the following information:

1. Date and time of the blast or pyrotechnical event.
2. Company name and contact information.
3. Location of the blast or pyrotechnical event.
4. Weather conditions including temperature and wind speed.
5. Quantity and description of all materials used.
6. A list of any un-spent or misfired products.

7. A list of all personnel present.
8. The license type and card number of the blaster or shooter.
9. The signature of the blaster or shooter in charge.
10. For blasting operations the report shall include the seismic data.

3304.1

3304.1 General. Storage of explosives and explosives materials, small arms ammunition, small arms primers, propellant-actuated cartridges, and smokeless propellants in magazines shall comply with the provisions of this section. Explosive materials shall be stored only in areas with appropriate zoning and use permits as required by the planning or zoning authority, and shall be subject to the approval of the *fire code official.*

3304.6.5

3304.6.5 Signs and placards. Property upon which Type 1 magazines and outdoor magazines of Types 2, 4 and 5 are located shall be posted with signs stating: NO SMOKING and EXPLOSIVES—KEEP OFF. These signs shall be of contrasting colors with a minimum letter height of 3 inches (76 mm) with a minimum brush stroke of ½ inch (12.7 mm). The signs shall be located to minimize the possibility of a bullet shot at the sign hitting the magazine.

3304.6.5.2 Placards. Type 5 magazines containing Division 1.5 blasting agents shall be prominently placarded during storage as required during transportation by DOTn 49CFR, Part 172 and DOTy 27 CFR, Part 55. All other magazines shall be labeled with the hazard classification only.

3304.7.1

3304.7.1 Security. Magazines shall be kept locked in the manner prescribed in NFPA 495 at all times except during placement or removal of explosives, inventory, or inspection. In addition to the locking requirements the following security measures shall be required at all explosives storage locations.

1. The entire magazine site shall be fenced. The fence shall be a minimum of 8 feet in height and constructed of non-combustible materials.

   Exception: Indoor storage locations shall be secured in a manner approved by the *fire code official.*

2. All outdoor explosives magazines and storage sites shall be equipped with an approved centrally monitored security system.

Exception: For temporary installations with a duration of less than 30 days, 24 hour manned security guards may be used in lieu of the centrally monitored security system when approved by the *fire code official.*

3305.1

3305.1 General. The manufacture, assembly and testing of explosives, ammunition, blasting agents and fireworks is prohibited ~~shall comply with the requirements of this section and NFPA 495 or NFPA 1124.~~

Exceptions:

1. The hand loading of small arms ammunition prepared for personal use and not offered for resale.
2. The mixing and loading of blasting agents at blasting sites in accordance with NFPA 495.
3. The use of binary explosives or plosophoric materials in blasting or pyrotechnic special effects applications in accordance with NFPA 495 or NFPA 1126.
4. Subject to approval of the fire code official and obtaining proper approvals from the planning and zoning authority.

3307.3

3307.3 Blasting ~~**in congested areas.**~~ When blasting is done ~~in a congested area or~~ in close proximity to a structure, railway or highway, development, quarry, or any other installation, precautions shall be taken to minimize earth vibrations and air blast effects. Blasting mats or other protective means shall be used to prevent fragments from be thrown.

3307.3.1 Blasting activities. The blasting contractor shall comply with the following requirements in connection with all blasting activities:

1. All blasts shall be monitored at the nearest structure by a third party engineering firm. Such monitoring shall be done by a seismologist using a certified, annually calibrated, seismic monitor that shall be capable of measuring blast-induced vibration and blast-induced sound levels.
2. A minimum of two seismographs shall be used to obtain data from each blast as required by the *fire code official.*
3. The maximum ground-borne vibrations shall not exceed a single component peak particle velocity (vector sum) of 0.5 inches per second at the nearest structure.
4. The maximum airblast shall not exceed 120 db at the nearest structure.
5. Monitoring results shall be reported to the *fire code official* within 48 hours in a manner prescribed by the *fire code official.*
6. The blasting contractor shall provide a minimum of 72 hours prior written notice to all residences, property owners, businesses, and public uses within 2500 feet of the blasting area. The manner, form, and content of any such notice shall be subject to the approval of the *fire code official.*
7. For utility notification see 3307.5.

8. The blasting contractor shall notify the fire department and fire dispatch a minimum of two (2) hours prior to each blast, and immediately following each blast in a manner prescribed by the *fire code official*.
9. The blasting contractor shall provide for pre-blast, project duration, and post blast inspections of neighboring properties within 300 feet from the nearest blast hole, upon which are located structures in close proximity to the blasting area, or when otherwise required by condition of the *fire code official*. These inspections must be completed by a third party engineering firm.
10. A traffic and access control plan shall be provided when blasting activities are conducted within 100 feet of any public roadway, or when required by the *fire code official*. The plan shall include warning signage, flagging, temporary road closures, and detour routes. This plan may be subject to the approval of the local law enforcement, of traffic enforcement agency.
11. The blasting contractor shall be responsible for removing and cleaning up any blast-related debris from the blast site and adjacent properties.

Exception: These requirements may be modified by the *fire code official*.

3307.3.2 Permit Requirements. A permit is required for the storage and or use of explosives, and for any proposed excavation or development activity that will involve blasting. The permit must be obtained by the blasting contractor prior to the beginning of any drilling or blasting activities. The application shall be made to the fire department in such a form and detail as described by the *fire code official*. Applications for permits shall be accompanied by plans detailing the proposed blasting activities as required by the *fire code official*.

3307.4

3307.4 Restricted hours. ~~Surface b~~Blasting operations shall be limited to the hours of 8 a.m. to 4 p.m., Monday through Friday,~~. only be conducted during daylight hours between sunrise and sunset. Other blasting shall be performed during daylight hours~~ unless otherwise approved by the *fire code official*.

3307.5

3307.5 Utility Notification. ~~Whenever blasting is being conducted in the vicinity of utility lines or right-of-way, the blaster shall notify the appropriate representatives of the utilities at least 24 hours in advance of blasting, specifying the location and intended time of such blasting. Verbal notices shall be confirmed with written notice.~~ The blasting contractor shall contact "Call Before You Dig" to obtain a utility notification dig-ticket number a minimum of 48 hours prior to commencing any drilling or blasting activities. A copy of the dig ticket shall be provided to the *fire code official* upon request.

3307.6

3307.6 Electric or electronic detonator precautions. Precautions shall be taken to prevent accidental discharge of electric or electronic detonators from currents induced by radar and radio transmitters, lightning, adjacent power lines, dust and snow storms, or other sources of extraneous energy.

3307.13

3307.13 ~~Firing Control~~ Pre-blast procedures. No blast shall be fired until~~:~~ ~~the blaster had made certain that all surplus explosive materials are in a safe place in accordance with Section 3307.10, all persons and equipment are at a safe distance or under sufficient cover and that an adequate warning signal has been given.~~

1. The blaster has made certain that all surplus explosives materials are in a safe place in accordance with Section 3307.10 and;
2. All construction workers and equipment are at a safe distance and;
3. Seismic monitor(s) are set up and;
4. All access to the blast site has been shut down and secured and;
5. Communication has been set up between the blaster in charge and those persons securing the blast site and;
6. That adequate warning signals have been given.

3307.13.1

3307.13.1 Warning Signals. Warning signals shall be given to alert construction workers on or near a blast site that a blast is going to occur.

1. A warning signal shall be given five minutes prior to the blast and;
2. A warning signal shall be given one minute prior to the blast and;
3. A warning signal shall be given following the blast in accordance with 3307.14 (4).

3307.14

3307.14 Post-blast procedures. After the blast, the following procedures shall be observed.

1. No *person* shall return to the blast area until allowed to do so by the blaster in charge.
2. The blaster shall allow sufficient time for smoke and fumes to dissipate and for dust to settle before returning to or approaching the blast area.
3. The blaster shall inspect the entire blast site for misfires before allowing other personnel to return to the blast area.
4. The blaster shall sound an all clear warning signal in accordance with 3307.13.1

3308.1

3308.1 General. Outdoor fireworks displays, use of pyrotechnics before a proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions, shall comply with the *fire code official's* guidelines, Sections 3308.2 through 3308.10, and NFPA 1123, ~~or~~ NFPA 1126, or NFPA 160.

3404.2.13.1.3

3404.2.13.1.3 Out of service for one year. Underground tanks that have been out of service for a period of one year shall be removed from the ground in accordance with Section 3404.2.14 ~~or abandoned in place in accordance with Section 3404.2.13.1.4.~~ Coordination and compliance with Environmental Health Division of Southern Nevada Health District for tank removal is the responsibility of the owner and contractor.

3404.2.13.1.4

~~**3404.2.13.1.4 Tanks abandoned in place.** Tanks abandoned in place shall be as follows:~~

~~1. Flammable and *combustible liquids* shall be removed from the tank and connected piping.~~
~~2. The suction, inlet, gauge, vapor return and vapor lines shall be disconnected.~~
~~3. The tank shall be filled completely with an approved inert solid material.~~
~~4. Remaining underground piping shall be capped or plugged.~~
~~5. A record of tank size, location and date of abandonment shall be retained.~~
~~6. All exterior above-grade fill piping shall be permanently removed when tanks are abandoned or removed.~~

3404.5

3404.5 Generator and Fire Pump Diesel Fuel Tanks.

3404.5.1 Exterior Installations. Exterior installations shall be in accordance with Sections 3404.5.1.1 through 3403.5.1.3.

3404.5.1.1 Tanks containing 240 gallons (908.5 L.) of fuel or less. Tanks containing 240 gallons (908.5 L.) of fuel or less shall comply with Chapter 34 be listed and labeled as secondary containment tanks in accordance with UL 142.

3404.5.1.2 Tanks containing more than 240 gallons (908.5 L.) up to 500 gallons (1893 L.) of fuel. Tanks containing more than 240 gallons (908.5 L.) up to 500 gallons (1893 L.) of fuel shall comply with Chapter 34 and either Section 3404.5.1.2.1 or Section 3404.5.1.2.2.

3404.5.1.2.1 Secondary containment and enclosure requirement. Tanks shall be listed and labeled as a secondary containment tank in accordance with UL 142, and be provided with an *approved* protective enclosure complying with Sections 3404.5.1.2.1.1 and 3404.5.1.2.1.2.

3404.5.1.2.1.1 Protective enclosure construction. When approved by the *fire code official*, the methods described in this section are acceptable as bullet-resistant construction. The steel and wood dimensions indicated are actual thicknesses. Concrete block and brick dimensions indicated are the manufacturer's represented thicknesses. The height of the protective enclosure shall be a minimum of 18 inches above the height of the tank.

1. Exterior of 5/8-inch (15.9 mm) steel, lined with an interior of any type of nonsparking material.
2. Exterior of 1/2-inch (12.7 mm) steel, lined with an interior of not less than 3/8-inch (9.5 mm) plywood.
3. Exterior of 3/8-inch (9.5 mm) steel, lined with an interior of 2 inches (50.8 mm) of hardwood.
4. Exterior of 3/8-inch (9.5 mm) steel, lined with an interior of 3 inches (76.2 mm) of softwood or 21/4 inches (57.2 mm) of plywood.
5. Exterior of 1/4-inch (6.4 mm) steel, lined with an interior of 3 inches (76.2 mm) of hardwood.

6. Exterior of 1/4-inch (6.4 mm) steel, lined with an interior of 5 inches (127 mm) of softwood or 51/4 inches (133.4 mm) of plywood.
7. Exterior of 1/4-inch (6.4 mm) steel, lined with an intermediate layer of 2 inches (50.8 mm) of hardwood and an interior lining of 11/2 inches (38.1 mm) of plywood.
8. Exterior of 3/16-inch (4.8 mm) steel, lined with an interior of 4 inches (101.6 mm) of hardwood.
9. Exterior of 3/16-inch (4.8 mm) steel, lined with an interior of 7 inches (177.8 mm) of softwood or 63/4 inches (171.4 mm) of plywood.
10. Exterior of 3/16-inch (4.8 mm) steel, lined with an intermediate layer of 3 inches (76.2 mm) of hardwood and an interior lining of 3/4-inch (19.1 mm) of plywood.
11. Exterior of 1/8-inch (3.2 mm) steel, lined with an interior of 5 inches (127 mm) of hardwood.
12. Exterior of 1/8-inch (3.2 mm) steel, lined with an interior of 9 inches (228.6 mm) of softwood.
13. Exterior of 1/8-inch (3.2 mm) steel, lined with an intermediate layer of 4 inches (101.6 mm) of hardwood and an interior lining of 3/4-inch (19.1 mm) plywood.
14. Exterior of any type of fire-resistant material which is structurally sound, lined with an intermediate layer of 4 inches (101.6 mm) of solid concrete block or 4 inches (101.6 mm) of solid brick or 4 inches (101.6 mm) of solid concrete, and an interior lining of 1/2-inch (12.7 mm) plywood placed securely against the masonry lining.
15. Standard 8-inch (203.2 mm) concrete block with voids filled with a well-tamped sand/cement mixture.
16. Standard 8-inch (203.2 mm) solid brick.
17. Exterior of any type of fire-resistant material which is structurally sound, lined with an intermediate 6-inch (152.4 mm) space filled with well-tamped dry sand or a well-tamped sand/cement mixture.
18. Exterior of 1/8-inch (3.2 mm) steel, lined with a first intermediate layer of 3/4-inch (19.1 mm) plywood, a second intermediate layer of 35/8 inches (92.1 mm) of a well-tamped dry sand or sand/cement mixture and an interior lining of 3/4-inch (19.1 mm) plywood.
19. Exterior of any type of fire-resistant material, lined with a first intermediate layer of 3/4-inch (19.1 mm) plywood, a second intermediate layer of 35/8 inches (92.1 mm) of a well-tamped dry sand or sand/cement mixture, a third intermediate layer of 3/4-inch (19.1 mm) plywood, and a fourth intermediate layer of 2 inches (50.8 mm) of hardwood or not less than 0.068 inch (1.7 mm) of steel and an interior lining of 3/4-inch (19.1 mm) plywood.
20. Eight-inch-thick (203.2 mm) solid concrete.

3404.5.1.2.1.2 Protective enclosure doors. Doors shall be bullet resistant as specified in Section 3404.5.1.2.1.1. Hinges and hasps shall be attached to the doors by welding, riveting, or bolting with nuts on the inside of the door. Hinges and hasps shall be installed in such a manner that they cannot be removed when the doors are closed and locked.

Exception: Doors not facing the public way.

3404.5.1.2.2. Protected secondary containment tanks. Tanks shall be listed and labeled as 2 hour protected secondary containment tanks in accordance with UL 2085.

3404.5.1.3 Tanks containing more than 500 gallons (1893 L.) of fuel. Tanks containing more than 500 gallons (1893 L.) of fuel shall comply with Chapter 34 and shall be listed and labeled as 2 hour protected secondary containment tanks in accordance with UL 2085.

3404.5.1.4 Separation distances. A protected aboveground tank shall be separated from property lines, important buildings, public ways, and other tanks in accordance with 2008 NFPA 30 Section 22.4.

3404.5.2 Interior Installations. Interior installations of aboveground fuel tanks shall comply with Chapters 27 and 34.

3406.2.4

3406.2.4.4 Locations where above-ground tanks are prohibited. The storage of class I, ~~and~~ II, and III liquids in above-ground tanks outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited. (see Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).~~

Exception: When approved by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.

3406.5.4.5

***3406.5.4.5 Commercial, industrial, governmental or manufacturing.** Dispensing of ~~Class II and III~~ motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial, industrial, governmental or manufacturing establishments is allowed where permitted, provided such dispensing operations are conducted in accordance with the following:

1. Dispensing shall occur only out of mobile fueling vehicles that have been issued a permit to dispense fuel and only at sites that have been issued a permit to conduct mobile fueling.

*2 - 25 remain unchanged.

3506.2

3506.2 Limitations. Storage of flammable *cryogenic fluids* in stationary containers outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited. (see Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).~~

Exception: When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.

3804.2

3804.2 Liquefied petroleum gas storage containers. ~~**Maximum capacity within established limits.** Within the limits established by law restricting t~~The storage of liquefied petroleum gas ~~for the protection of heavily populated or congested areas the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L)~~ is prohibited.

Exception: ~~In particular installations, this capacity limit shall be determined by the *fire code official*, after consideration of special features such a topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed LP-gas containers, degree of fire protection to be provided and~~

~~capabilities of the local fire department.~~ When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official.*

4603.6

4603.6 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code. When required by the *fire code official*, when a fire alarm control unit is upgraded, or when a fire alarm control unit is replaced by a different model, the fire alarm system shall be upgraded in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code.

Exception: Occupancies with an existing, previously approved fire alarm system.

4604.23

4604.23 Egress path markings. Existing buildings of Groups A,B,E,I, M and R-1 having occupied floors more than ~~75~~ 55 feet ~~(22 860 mm)~~ (16 764 mm) above the lowest level of fire department vehicle access shall be provided with luminous *egress* path markings in accordance with Section 1024.

47

Chapter 47 REFERENCED STANDARDS, NFPA,

13- ~~07~~ 10	Installation of Sprinkler Systems	Table 903.1.1, 903.3.2, 903.3.5.1.1, 903.3.5.2, 904.11, 905.3.4, 907.7.3, 2301.1, 2304.2, Table 2306.2, 2306.9, 2307.2, 2307.2.1, 2308.2.2, 2308.2.2.1, 2308.4, 2310.1, 2501.1, 2804.1, 2806.5.7, 3404.3.3.9, Table 3404.3.6.3(7), 3404.3.7.5.1, 3404.3.8.4
13D- ~~07~~ 10	Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes	903.3.1.3, 903.3.5.1.1
13R-~~07~~ 10	Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height	903.3.1.2, 903.3.5.1.1, 903.3.5.1.2, 903.4
14-~~07~~ 10	Installation of Standpipe and Hose Systems	905.2, 905.3.4, 905.4.2, 905.6.2, 905.8
20-~~07~~ 10	Installation of Stationary Pumps for Fire Protection	913.1, 913.2, 913.5.1
22-~~03~~ 08	Water Tanks for Private Fire Protection	507.2.2
54-06	National Fuel Gas Code	
72-~~07~~ 10	National Fire Alarm Code	508.1.5, Table 901.6.1, 903.4.1, 904.3.5, 907.2, 907.2.6, 907.2.11, 907.2.13.2, 907.3, 907.4.3, 907.4.4, 907.6.2.1.2, 907.6.2.2, 907.7, 907.7.1, 907.7.2, 907.7.5, 907.8, 907.8.1, 907.8.2, 907.9, 907.9.2, 907.9.5, I101.1, J103.1.4

Appendix B

B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family *dwellings* shall be as specified in Table B105.1.

Exceptions: ~~A reduction in required fire flow of up to 75 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire flow shall not be less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in table B105.1.~~

1. When a building is provided with an approved automatic sprinkler system throughout, a reduction in the required fire flow of 50% is permitted.
2. A reduction in the required fire flow of 25% is permitted in buildings with: floors used for human occupancy more than 3 stories in height or more than 55 feet above the lowest level of fire apparatus access; OR containing high-piled combustible storage protected by other than ESFR fire sprinklers; OR flammable/combustible liquids in excess of the maximum allowable quantity; OR hazardous materials in excess of the maximum allowable quantity.
3. A reduction in the required fire flow of 50% is permitted in buildings with high-piled combustible storage protected by ESFR fire sprinklers.
4. The resulting fire flow for all buildings shall not be less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in table B105.1

Appendix C

Delete Existing Appendix C Text and Replace with the Following:

Section C101

General

C101.1 Scope. Fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, as required by Section 507. Design shall comply with the Clark County Uniform Design and Construction Standards (UDACS) for public installations or NFPA 24 for private installations, as applicable.

Section C102

Location

C102.1 Fire hydrant locations. Fire hydrants shall be provided along required fire apparatus access roads

C102.2 Intersections. The spacing of fire hydrants shall start by placing fire hydrants at all intersections.

C102.3 R-3 Occupancies and single-family dwellings built under the IRC. In all residential areas (R-3 occupancies and single-family dwellings built under the IRC only), hydrants shall be spaced not to exceed 500 feet, or 600 feet if all homes are protected by approved automatic fire sprinkler systems.

C102.4 Distance from Hydrant to R-3 Occupancy and single-family dwelling built under the IRC. The maximum distance from a one- or two-family dwelling to a fire hydrant shall not exceed 300 feet, as measured from an approved point on a street or road frontage to a fire hydrant. An approved point is defined as the property line furthest from the hydrant, at a right angle to the street.

C102.5 Commercial and Residential Occupancies other than R-3 and single-family dwelling built under the IRC. In all commercial and industrial areas, including multi-family R-1 and R-2 occupancies, hydrants shall be spaced not to exceed 300 feet, or 400 feet if all buildings are protected by approved automatic sprinkler systems.

C102.6 Distance to Dead-End Street. The maximum distance from a hydrant to the end of a dead-end street shall not exceed 200 feet.

C102.7 Distance to a Fire Department Connection (FDC). The maximum distance from a fire hydrant to a fire department connection (FDC) supplying fire sprinklers and/or standpipes shall not exceed 100 feet, as measured by an approved route. An approved route is defined as an unobstructed path of travel on which hose can easily be laid.

C102.8 Spacing Along Major Streets. Where streets are provided with median dividers, or have four or more travel lanes and a traffic count of more than 30,000 vehicles per day, hydrants shall be spaced at a maximum of 1,000 feet along both sides of the street; arranged on an alternating basis at 500–foot intervals.

C102.9 Hydrants Provided with New Water Mains. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide water for transportation hazards

C102.11 Hydrant Clearances from Structures. No fire hydrant shall be located within 6 feet of a driveway, power pole, light standard, or any other obstruction. For wall, fence and planter locations, a perimeter around the hydrant measuring a minimum of 3 feet from its exterior shall be maintained clear of all obstructions at all times.

C102.12 Hydrant set-back from curbs. Fire hydrants shall be located 4 feet to 7 feet from the back of curb. Where it is not possible to locate the hydrant a minimum of 4 feet from the back of the curb, the hydrant shall be protected against vehicular impact in accordance with Section 312.

C102.13 Hydrant Pad. A concrete pad, with minimum dimensions of 3 feet by 3 feet, with a minimum depth of 10 inches, shall be provided at each fire hydrant.

Section C103

Approved Fire Hydrants

C103.1 Scope. Hydrants that are proposed for installation in public water systems shall be in accordance with approved fire hydrants as allowed by the water purveyor. Hydrants proposed for installation on private water systems shall be in accordance with approved fire hydrants as allowed by the Fire Department.

Section C104

Supply and Underground Mains

C104.1 Supply points. Two sources of water supply are required whenever 4 or more fire hydrants and/or sprinkler lead-ins are installed on a single system.

C104.2 Sectional Control Valves. Sectional control valves shall be installed so that no more than 2 fire hydrants and/or 2 sprinkler lead-ins can be out of service due to a break in a water main.

C104.3 Minimum Size of Line. Supply lines feeding fire hydrants shall have a minimum diameter of 6 inches, with a dead-end maximum length of 150 feet of 6-inch underground pipe supplying only one hydrant.

C104.4 Pressure Rating. Underground piping shall have a minimum working pressure of 150 psi. Underground piping connected to a fire pump or a Fire Department Connection (FDC) shall have a minimum working pressure of 200 psi.

C104.5 Restraint. All underground water lines shall be restrained in accordance with applicable codes and standards.

C104.6 Listings. All on-site underground water mains and materials shall be U.L. listed, A.W.W.A. compliant , and shall be rated for the appropriate working pressure.

Section C105

Satisfying Fire Flow Requirements

(in Accordance with Appendix B)

C105.1 Minimum number of hydrants. The minimum number of fire hydrants required to meet the fire flow shall be based on a maximum flow of 1,000 gallons per minute per hydrant. All hydrants utilized in providing the fire flow shall be within 750 feet of the structure being protected as measured along the street or approved fire apparatus access road.

> Exception: In unincorporated Clark County and the City of Las Vegas the maximum flow per hydrant shall be 1,500 gallons per minute.

C105.2 Hydrants on adjacent properties. Fire hydrants on adjacent properties shall not be considered unless fire apparatus access roads extend between properties and recorded easements are established.

Section C106

Construction Operations

C106.1 Construction Hydrants. Hydrants shall be provided for construction in accordance with Section 1412.

C106.2 Placing hydrant out of service. If during construction it becomes necessary to close any control valve or place a hydrant out of service, approval shall be obtained from the Fire Department prior to placing the hydrant out of service.

Section C107

Hydrant Markings

C107.1 Hydrant Markings. Hydrants shall be painted safety yellow for public and safety red for private, shall have their location marked in the adjacent fire access lane by a blue reflective pavement marker and shall have red painted curbs 15 feet in each direction. Hydrant markings shall be in accordance with Section 507.

C107.2 Hydrant Marking Maintenance. Hydrant marking shall be maintained in accordance with Section 507.

Appendix E

E102.2.2.4 Radioactive materials. Examples include more than 100 radioisotopes in common usage in various medical, academic and industrial test and measuring situations. Most emit beta and gamma radiation. Some emit alpha radiation also. Some emit beta and gamma exclusively.

> Table E-1 indicates the type of radiation each isotope emits.

TABLE E-1—RADIATION EMITTED FROM ISOTOPES[1]

ericium-241 α, y	Dysprosium-165 β,y	Krypton-85 β, y	Praseodymium-143 β	Technetium-99m y
Antimony-122 β, y	Dysprosium-166 β, y	Krypton-87 β, y	Promethium-147 β	Technetium-99 β
Antimony-124 β	Erbium-169 β, y	Lanthanuin-140 β, y	Promethium-149 β, y	Tellurium-125m y
Antimony-125 β, y	Erbium-171 β, y	Lead-210 α, β, y,	Radium-226 α, y	Tellurium-127m β, y
Arsenic-73 y	Europium-152 9.2h β, y	Lutetium-177 β,y	Rhenium-185 β, y	Tellurium-127 β, y
Arsenic-74 β,7	Europium-152m β, y	Manganese-52 β, y	Rhenium-188 β, y	Tellurium-129m β, y
Arsenic-76 β, y	Europium-154 β, y	Manganese-54 y	Rhodium-103m y	Tellurium-129 β, y
Arsenic-77 β,y	Europium-155β, y	Manganese-56 β, y	Rhodium-105 β, y	Tellurium-131m β, y
Barium-131 y	Fluorine-18 β, y	Mercury-197m y	Rubidium-81 β, y	Tellurium-132 β, y
Barium-133 y	Gadolinium-153 y	Mercury-197 y	Rubidium-86 β, y	Terbium-160 β, y
Barium-140 β, y	Gadolinium-159 β, y	Mercury-203 β, y	Rubidium-87 β	Thallium-200 y
Beryllium-7, ϒ	Gallium-67 y	Molybdenum-99 β, y	Ruthenium-97 y	Thallium-201 y
Bismuth-210 α, β, 7	Gallium-72 β, y	Neodymium-147 β, y	Ruthenium-103 β, y	Thallium-202 y
Bromine-82 β, y	Germanium-71 y	Neodymium-149 β, y	Ruthenium-105 β, y	Thallium-204 β, y
Cadmium-109 y	Gold-198 β, y	Nickel-59 y	Ruthenium-106 β	Thorium (natural) α, y
Cadmium-115rn β, y	Gold-199 β, y	Nickel-63 y	Samarium-151 β, y	Thulium-170 β, y
Cadmium-115 β, y	Hafnium-181 β, y	Nickel-65 β, y	Samarium-153 β, y	Thulium-171 β, y
Calcium-45 β	Holmium-166 β, y	Niobium-93m y	Scandium-46 β, y	Tin-113 y
Calcium-47 β, y	Hydrogen-3 β	Niobium-95 β, y	Scandium-47 β, y	Tin-125 β, y
Carbon-14 β	Indium-111 y	Niobium-97 β, y	Scandium-48 β, y	Tungsten-181 y
Cerium-141 β, y	Indium-113m y	Osmium-185 y	Selenium-75 y	Tungsten-185 β
Cerium-143 β, y	Indium-114m y	Osmium-191m y	Silicon-31 β, y	Tungsten-187 β, y
Cerium-144 β, y	Indium-115m β, y	Osmium-191 β, y	Silver-105 y	Uranium (natural or
Cesium-131 β	Iodine-123 y	Osmium-193 β, y	Silver-110m β, y	
Cesium-134m β,y	Iodine-125 y	Palladium-103 y	Silver-111 β, y	Uranium-233 α, y
Cesium-134 β, y	Iodine-126 β, y	Palladium-109 β, y	Sodium-22 β, y	Uranium-234 α, y
Cesium-135 β	Iodine-129 β, y	Phosphorus-32 β	Sodium-24 β, y	Uranium-235 α, y
Cesium-136 β, y	Iodine-131 β, y	Platinum-191 y	Strontium-85 y	Vanadium 48 β, y
Cesium-137 β, y	Iodine-132 β, y	Platinum-193m y	Strontium-89 β, y	Xenon-131m y
Chlorine-36 β, y	Iodine-133 β, y	Platinum-193 y	Strontium-90 β	Xenon-133 β, y
Chlorine-38 β, y	Iodine-134 β, y	Platinum-197m β, y	Strontium-91 β, y	Xenon-135 β, y
Chromium-51 y	Iodine-135 β, y	Platinum-197 β, y	Strontium-92 β, y	Ytterbium-175 β, y
Cobalt-57 y	Iridium-192 β, y	Plutonium-239 β, y	Sulphur-35 β	Yttrium-90 β, y
Cobalt-58m y	Iridium-194 β, y	Polonium-210 β, y	Tantalum-182 β, y	Yttrium-91 β, y
Cobalt-58 β, y	Iron-52 β, y	Potassium-42 β, y	Technetium-96 y	Yttrium-92 β, y
Cobalt-60 β, y	Iron-55 y	Potassium-43 β, y	Technetium-97m y	Yttrium-93 β, y
Copper-64 β, y	Iron-59 β, y	Praseodymium-142 β, y	Technetium-97 y	

[1] α= alpha radiation

β = beta radiation

γ = gamma radiation

Appendix J

APPENDIX J

EMERGENCY RESPONDER RADIO COVERAGE SYSTEM

SECTION J101

GENERAL

J101.1 Scope. Systems, components and equipment required to provide emergency responder radio coverage shall be in accordance with this appendix.

J101.2 Permit. Construction and operational permits shall be required as set forth in Section 105.6 and 105.7. ~~A construction permit is required for installation of or modification to emergency responder radio coverage systems and related equipment. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.~~

J101.2.1 Construction documents. Construction documents for emergency responder radio coverage systems shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the *fire code official*.

J101.2.2 Plans. Plans shall be submitted to the *fire code official* for review and *approval* prior to installation.

J101.2.2.1 Plan Submittals. Plan submittals shall include, but not be limited to all of the following:

a. A floor plan that indicates the use of all rooms, emergency responder radio coverage system equipment locations, power panel connections, raceway routing layout, conduit and conductor types and sizes, compliance with survivability criteria and locations of building access to the equipment.
b. A roof plan showing the location of antenna(s) including a line of site plan to agency transmitting and receiving antenna(s).
c. Schematic drawings of the electrical system, backup power, antenna system and other associated equipment.
d. Rack and equipment cabinet plans showing arrangement and configuration of emergency responder radio coverage system equipment.
e. System riser diagram(s).

J101.2.2.2 Data sheets. Manufacturer's data sheets shall be provided for equipment to be installed. Manufacturers' data sheets shall indicate model numbers and listing information for equipment, devices and materials.

J101.2.2.3 As-built documents. Any field changes that occur during construction shall be incorporated onto new as-built plans and data sheets. Plans shall be submitted to the *fire code official* and be *approval* prior to final inspections.

J101.2.3 Equipment. Systems and components shall be listed and approved for the purpose for which they are installed.

SECTION J102

DEFINITIONS

J102.1 Definitions. For the purpose this appendix, certain terms are defined as follows:

AGENCY. Any emergency responder department within the jurisdiction that utilizes radio frequencies for communication. This could include, but not be limited to, various public safety agencies such as fire department, emergency medical services and law enforcement.

DELIVERED AUDIO QUALITY (DAQ). A measure of audio quality over a transmission medium. This is a universal standard often cited in system designs and specifications.

DAQ 1: Unusable, speech present but unreadable.

DAQ 2: Understandable with considerable effort. Frequent repetition due to noise or distortion.

DAQ 3: Speech understandable with slight effort. Occasional repetition required due to noise / distortion.

DAQ 3.5: Speech understandable with repetition only rarely required. Some noise or distortion.

DAQ 4: Speech easily understood. Occasional noise or distortion.

DAQ 4.5: Speech easily understood. Infrequent noise or distortion.

DAQ 5: Speech easily understood.

DONOR ANTENNA. The outside antenna on the building where an emergency responder radio coverage system operates.

DONOR SITE. The repeater or base station site with which an emergency responder radio coverage system communicates.

DOWNLINK. The radio signal from the agencies base station transmitter to the portable pubic safety subscriber receiver.

EMERGENCY RESPONDER RADIO COVERAGE SYSTEM. An emergency responder radio coverage system is a two-way radio communication system installed to assure the effective operation of radio communications systems for fire, emergency medical services or law enforcement agencies within a building or structure. A system used by firefighters, police, and other emergency services personnel.

SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL (SNACC). The SNACC overseas, manages, and maintains the fire and EMS radio system utilized by multiple jurisdictions in southern Nevada.

UPLINK. The radio signal from the portable public safety subscriber transmitter to the agencies base station receiver.

SECTION J103

TECHNICAL REQUIREMENTS

J103.1 System design. The emergency responder radio coverage system shall be designed in accordance with Sections J103.1.1 through J103.1.5.

J103.1.1 Amplification systems allowed. Buildings and structures that cannot support the required level of radio coverage shall be equipped with a radiating cable system, a distributed antenna system with Federal Communications Commission (FCC)-certified signal boosters or other system approved by the *fire code official* in order to achieve the required adequate radio coverage.

J103.1.1.1 Human exposure to radio frequency and electromagnetic fields. The system design, and installation, shall in no case exceed the FCC's OET 65 Standards.

J103.1.2 Technical criteria. The *fire code official* shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the inbound/outbound frequency pairs, ~~the various frequencies required, the location of radio sites,~~ the location and effective radiated power (ERP) of radio sites used by the emergency responder radio coverage system, the maximum propagation delay (in microseconds), and other supporting technical information.

J103.1.2.1 System radio frequencies. The emergency responder radio coverage system shall be capable of transmitting all public safety radio frequencies (700 and 800 Megahertz public safety bands) assigned to the agency, and be capable of using any modulation technology.

J103.1.2.2 Frequency changes. Systems shall be capable of upgrade, modification, or expansions in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC.

J103.1.2.3 Band migration capability. The signal booster shall include re-tunable or replaceable filters to accommodate rapid and economic passband changes in the event of mandatory FCC changes within the 806-824 and 851-869 MHz band. The use of non-adjustable and non-replaceable RF input and output filters is prohibited.

J103.1.2.6 Amplification Components. Systems shall be equipped with a radiating cable system and/or a distributed antenna system (DAS) with FCC certified signal boosters, or systems otherwise approved in order to achieve the required adequate radio coverage.

J103.1.2.7 Reliability Factor. The system shall be designed and capable of providing a 95% reliability factor.

J103.1.2.8 Isolation. Isolation shall be maintained between the donor antenna and all inside antennas and shall be a minimum of 15 db above the signal booster gain under all operating conditions.

J103.1.2.9 Monitoring. Monitoring shall be provided to annunciate the status of the system. A single supervisory signal shall be sent to the fire alarm control unit upon any off-normal condition. The following conditions shall be monitored:

a. Normal ac power
b. Active component trouble
c. Loss of normal ac power
d. Battery system trouble
e. Low battery capacity, at 70% of required capacity.

J103.1.3 Secondary power. The emergency responder radio coverage system shall be equipped with a secondary source of power. The secondary source of power shall be either a battery system or an emergency generator. The secondary power supply shall supply power automatically when the primary power source is lost. The secondary source of power shall be capable of operating the emergency responder radio coverage system for a period of at least 12 hours.

J103.1.3.1 Battery Systems. The active components of the installed system or systems shall be capable of operating on an independent battery system for a period of at least 12 hours without external power input. The battery system shall automatically charge in the presence of external power input.

J103.1.4 System Components. System components shall be in accordance with this section.

J103.1.4.1 Component Approval and Compatibility. Components utilized in the installation of the emergency responder radio coverage system, such as repeaters, transmitters, receivers, signal boosters, cabling, fiber distributed antenna systems shall be approved and shall be compatible with the agencies public safety radio systems.

J103.1.4.2 ~~J103.1.4~~ Signal booster component requirements. If used, signal boosters shall ~~meet the following requirements~~ be compatible with both analog and digital communications simultaneously at the time of installation.

1. All signal booster components shall be contained in a NEMA4-type waterproof cabinet.
2. The battery system shall be contained in a NEMA4-type waterproof cabinet.
3. ~~The system shall include automatic alarming of malfunctions of the signal booster and battery system. Any resulting trouble alarm shall be automatically transmitted to an approved central station or proprietary supervising station as defined in NFPA 72 or, when approved by the *fire code official*, shall should and audible signal at a constantly attended location.~~
4. ~~Equipment shall have FCC certification prior to installation.~~

J103.1.4.3 Filters. Filters shall be provided in accordance with this section.

J103.1.4.3.1 External Filters. Permanent external filters and attachments shall not be permitted except as permitted by J103.1.4.4.2.

J103.1.4.3.2 Reject filters. Notch filter sections shall be incorporated to minimize adjacent channel cellular and SMR (Nextel) degradation of the signal booster performance. The minimum downlink band adjacent band rejection shall be 35 dB or greater at 865 MHz and 870 MHz.

J103.1.4.3.3 Passive filters. Passive filter equipment shall have a passband of 700-900 Mhz, IP rating of 2 Ghz.

J103.1.4.3.4 Analog / Digital Capability. The system shall be 100% compatible with analog or digital modulations after installation without additional adjustment or modifications.

J103.1.4.3.5 Output Level control. An automatic output leveling circuit shall be included for both passbands with a minimum dynamic range of 60 dB, less any gain reduction setting, to maintain FCC out of band and spurious emission compliance.

J103.1.4.3.6 Cable. Cable shall have a passband of 700-900 MHz. Cable shall be fire plenum or riser rated.

J103.1.4.3.7 Degraded performance in emergencies: The system shall be designed to allow degraded performance in adverse conditions, such as abnormally high temperatures resulting from nearby fires, extreme voltage fluctuations or other abnormal conditions that may occur during an emergency. Circuits that intentionally disable the signal booster in such situations (i.e. under/over voltage, over/under current, over/under temperature, etc.) will not be implemented as the standard mode for public safety applications. It is the purpose of this specification to assure the maximum possible level of communications to public safety personnel depending upon the signal booster even to the extent of damaging the signal booster as long as some communications benefit can be provided during the emergency.

J103.1.4.3.8 Mode of Operation. The system shall be normally powered on and shall continuously provide passing of frequencies within the public safety bands.

J103.1.5 ~~Additional frequencies and change of frequencies. The emergency responder radio coverage system shall be capable of modification or expansion in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC.~~ Cabling. Cabling shall be in metal conduit, be metal-clad, or be otherwise enclosed in metal sheathing.

J103.2 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with Sections J103.2.1 through J103.2.5.

J103.2.1 Approval prior to installation. No amplification system capable of operating on frequencies or causing interference on frequencies assigned or licensed to any public safety agency by the FCC shall be installed without prior coordination and approval of the *fire code official*. The building manager/owner shall suspend and correct other equipment installations that degrade the performance of the public safety radio system or emergency responder radio coverage system.

J103.2.2 ~~Permit required. A construction permit, as required by Section 105.7.5 of the International Fire Code, shall be obtained prior to the installation of the emergency responder radio coverage system.~~ Licensing. All systems utilizing repeaters shall be FCC licensed under the agency's and SNACC system.

J103.2.3 Minimum qualifications of personnel. The minimum qualification of the system designer and lead installation personnel shall include:

1. A valid FCC-issued General Radio Operators License, and
2. Certification of in-building system training issued by a nationally recognized organization or school or a certification issued by the manufacturer of the equipment being installed.

The agency may waive these requirements upon successful demonstration of adequate skills and experience satisfactory to the *fire code official*.

J103.2.4 Commissioning Test. It is the building owner's responsibility to ensure that a commissioning test of the radio repeater or amplification system occurs prior to issuance of a certificate of occupancy for the building. The test shall ensure that two-way coverage on each floor of the building meets the minimum signal strength coverage requirements described in Section 510.2. At the conclusion of the testing a report which shall verify compliance with this section shall be submitted to the *fire code official*. A copy of this report shall be maintained on site.

J103.2.5 FCC compliance during testing. All testing must be done on frequencies authorized by the FCC. A valid FCC license will be required if testing is done on frequencies different from the police, fire or emergency medical frequencies. The installer shall coordinate with the *fire code official* the frequencies to be utilized during testing.

J103.2.6 ~~Acceptance~~ Commissioning test procedure. When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to ensure that two-way coverage is provided ~~on each floor of the building is a minimum of 90 percent. The test procedure shall be conducted as follows:~~

J103.2.6.1 General Building Areas. General building areas shall be tested to ensure coverage is provided at a minimum of 95 percent. The test procedure shall be conducted as follows:

1. Each 100,000 square foot sector ~~floor~~ of the building floor shall be divided into a grid of ~~20~~ 40 approximately equal areas. The maximum grid dimension shall be 50 feet, and the maximum grid size shall be 2,500 square feet.
2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the agency's radio communications system and a calibrated signal level recording system. Measurements of DAQ and signal strength shall be made in each grid area.
3. A maximum of two nonadjacent areas shall be allowed to fail the test.
4. In the event that three of the areas fail the test, in order to be more statistically accurate, the grid resolution may be doubled, so that ~~the~~ each 100,000 square foot sector of each floor may be divided into ~~40~~ 160 equal areas, each having a maximum dimension of 25 feet and a maximum area of 625 square feet. A maximum of ~~four~~ eight nonadjacent areas shall be allowed to fail the test. If the system fails the ~~40~~ 160-area test, the system shall be altered to meet the ~~90~~ 95-percent coverage requirement.
5. A test location approximately in the center of each grid area shall be selected for the test, then the radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail, and prospecting for a better spot within the grid area shall not be allowed.
6. Measurements shall be made with the antenna held in a vertical position at three (3) to four (4) feet above the floor. (Portable radio worn on the belt or turnout coat pocket).
7. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
8. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to insure spurious oscillations are not being generated by the subject installation and subsequent annual inspections.
9. A sweep test to measure the level of RF radiation shall be conducted to verify that the antennae system complies with FCC OET 65 Standards.

J103.2.6.2 Critical Areas. Critical areas shall be tested to ensure 100 percent coverage. The test procedure shall be conducted as follows:

1. Each 100,000 square foot sector ~~floor~~ of the building floor shall be divided into a grid of ~~20~~ 40 approximately equal areas. The maximum grid dimension shall be 50 feet, and the maximum grid size shall be 2,500 square feet.
2. All grids shall pass the test (failure is not an option).
3. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the agency's radio communications system and a calibrated signal level recording system. Measurements of DAQ and signal strength shall be made in each grid area.
4. A test location approximately in the center of each grid area shall be selected for the test, then the radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail, and prospecting for a better spot within the grid area shall not be allowed.
5. Measurements shall be made with the antenna held in a vertical position at three (3) to four (4) feet above the floor. (Portable radio worn on the belt or turnout coat pocket).
6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to insure spurious oscillations are not being generated by the subject installation and subsequent annual inspections.
8. A sweep test to measure the level of RF radiation shall be conducted to verify that the antennae system complies with FCC OET 65 Standards.

J103.2.7 FCC Compliance. The emergency responder radio coverage system installation and components shall also comply with all applicable federal regulations, including but not limited to, FCC 47 CFR 90.219.

J103.3 Maintenance. The emergency responder radio coverage system shall be maintained in accordance with Sections J103.3.1 through J103.3.5.

J103.3.1 Operational Maintenance. The emergency responder radio coverage system shall be maintained operational at all times.

J103.3.1.1 Maintenance contract. The owner is responsible for holding a maintenance contract with a company that is capable of providing emergency response 24 hours a day, 7 days a week.

J103.3.1.2 Maintenance records. Maintenance records shall be maintained on-site. Copies of all maintenance records shall be submitted to SNACC.

~~J103.3.2 Permit required. A construction permit, as required by Section 105.7.5x of the International Fire Code, shall be obtained prior to the modification or alteration of the emergency responder radio coverage system.~~

J103.3.3 Annual Testing and proof of compliance. The emergency responder radio coverage system shall be inspected and tested annually or whenever structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. In-building coverage test as described in Section J103.2.4.

2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.
3. Backup batteries and power supplies shall be tested under load for a period of one hour to verify that they will properly operate during an actual power outage. If within the one-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional one-hour periods until the integrity of the battery can be determined.
4. All other active components shall be checked to verify operation within the manufacturer's specifications.
5. At the conclusion of the testing a report which shall verify compliance with Section J103.3.4 shall be submitted to the *fire code official*. A copy of this report shall be maintained on-site

J103.3.4 Additional frequencies. The building owner shall modify or expand the emergency responder radio coverage system at his or her expense in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this section.

J103.3.5 Field testing. Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage.

J103.4 Fire Department Radios. The owner shall provide the fire department with portable radios in accordance with this section.

J103.4.1 Number of radios. A minimum of two radios, and no less than one radio for every 1 million square feet of building area, shall be provided to the fire department.

J103.4.2 Radio model. Radios shall be approved by the *fire code official.*

J103.4.3 Warranty and ownership transfer. Warranty and ownership of the radios shall be transferred to the fire department upon successful completion of the acceptance test.

SECTION J104
REFERENCED STANDARDS

FCC 47 CFR 90.219 – 2007	Private Land Mobile Radio Services – Use of Signal Boosters	J103.2.5
FCC OET 65	FCC's Bulletin 65 Provides Guidelines for Human Exposure to Radio Frequency and Electromagnetic Fields.	J 103.1.1.1
ICC IFC -09	International Fire Code	J103.2.2, J103.3.2
NFPA 72 – 07	National Fire Alarm Code	J103.1.4

Appendix K

Appendix K

Proprietary Supervising Station Facilities

Section K101

General

K101.1 Scope. Proprietary supervising station facilities (self-monitoring facilities) shall meet all of the requirements of this appendix.

K101.2 Permit Required. The proprietary supervising station facility shall maintain an annual operational permit.

Section K102

Site Requirements

K102.1 Location. The proprietary supervising station shall be located in a property's Fire Command Center, or other approved location.

K102.1.1 Equipment. The approved location shall have at a minimum the following items:

1. A fire alarm annunciator that has appropriate control capabilities.
2. An all-call microphone and all-call evacuation switch.
3. Switches that activate the evacuation message, the investigation message (if applicable), and the all-clear message for the active alarm zones.
4. A printer that is provided with a secondary power source such as an uninterruptible power supply or other approved means.
5. Copy of the approved SOP as required by Section K104.

K102.2 Retransmission Means. Two means of retransmission shall be provided. The primary means of retransmission shall be a land-line telephone. The secondary means of retransmission shall be a dedicated cellular telephone.

Section K103

Personnel

K103.1 Qualifications. Proprietary supervising stations shall be operated by trained, competent personnel in constant attendance who are responsible to the owner of the protected property.

K103.1.1 Evidence of training. Annually the applicant shall certify in writing to the *fire code official* that all authorized personnel have received training in the recognition and proper handling of alarm signals. Evidence of annual training for each authorized personnel shall be provided when requested by the *fire code official*.

K103.2 Training. Operators shall be trained on a yearly basis either by the installing fire alarm contractor, by the fire alarm maintenance contractor, or by the manufacturer's representative of installed fire alarm system. Documentation of annual training shall be kept on site and available upon request of the *fire code official*.

Operators shall be trained on the following:

1. How to differentiate between a water flow alarm signal, a fire alarm signal, a fire supervisory signal, and a fire trouble signal.
2. The basic operations of the panel, including but not limited, to the following: signal acknowledgment, resetting of the fire alarm system, selection of evacuation zones, and activating of the evacuation, investigation (if applicable), and all-clear evacuation messaging.
3. The Standard Operating Procedures (SOP's) required by Section K104 for the facility.

K103.3 Number of personnel. At least two operators shall be on duty at all times. One of the two operators shall be permitted to be a runner.

Section K104

Standard Operating Procedures

K104.1 General. A Standard Operating Procedure (SOP) shall be submitted to the *fire code official* when applying for the required annual permit for proprietary supervising station facilities. The SOP shall outline procedures with regards to emergency procedures and the disposition of the alarm, supervisory, and trouble signals. The SOP shall include at a minimum the following items:

1. The number of operators that will be on duty at all times.
2. The location and the equipment found within the proprietary supervising station facility.
3. The facilities' procedures in handling alarm, supervisory, and trouble signals.
4. The following procedures if a positive alarm sequence is provided:
    a. Describe whether positive alarm sequencing is to be utilized, whether an evacuation message will be played, or whether an investigation message will be played for the first 180 seconds after the receipt of a fire alarm signal.
    b. Describe that an evacuation message will automatically activate per the fire alarm operational matrix after 180 seconds if the fire alarm system has not been reset.

Section K105

Disposition of Signals

K105.1 Alarm signals. Upon receipt of a fire alarm signal, the proprietary supervising station operator shall initiate action to perform the following:

1. Immediately dispatch runner to the alarm location identified on the fire alarm control unit.
    a. If the fire is verified, immediately activate the evacuation message on the fire alarm system and initiate notification procedures.
    b. If the alarm is false, the fire alarm system shall be reset. If either an investigation message or an evacuation message has been activated, then sound an all-clear message.

K105.2 Supervisory signals. Upon receipt of a supervisory signal, the proprietary supervising station operator shall initiate action to perform the following:

1. Immediately dispatch runner to the location identified on the fire alarm control unit, unless the supervisory conditions are promptly restored.
2. If unable or unqualified to clear the supervisory signal, then personnel shall contact a fire alarm contractor within two hours to service the fire alarm system.
3. Notify the *fire code official* when sprinkler systems are wholly or partially out of service for eight hours or more.
4. Provide written notice to the *fire code official* as to the nature of the signal, time of occurrence, and restoration of service, when equipment has been out of service for eight hours or more.

K105.3 Trouble signals. Upon receipt of trouble signals or other signals pertaining solely to matters of equipment maintenance of the fire alarm system, the proprietary supervising station operator shall initiate action to perform the following, if required:

1. Immediately dispatch runner to the location identified on the fire alarm control unit, unless the trouble conditions are promptly restored.
2. If unable or unqualified to clear the trouble signal, then personnel shall contact a fire alarm contractor within four hours to service the fire alarm system.
3. Notify the *fire code official* when interruption of service exists for four hours or more.
4. When equipment has been out of service for eight hours or more, provide written notice to the *fire code official* as to the nature of the signal, time of occurrence, and restoration of service.

Section K106

Record-Keeping

K106.1 Alarms. A written log of all fire alarm signals shall be maintained in the Fire Command Center including:

1. The investigating person's name.
2. The device address.
3. The type of alarm.
4. The date and time of receipt of the fire alarm signals.
5. The cause and disposition of the fire alarm signals.

NFPA 10

6.1.3.2

6.1.3.2 Fire extinguishers shall be located along normal paths of travel, including exits from areas, unless the *fire code official* determines that the hazard posed indicates the need for placement away from normal paths of travel.

6.1.3.10.1

6.1.3.10.1 Cabinets housing fire extinguishers shall not be locked~~,~~ ~~except where fire extinguishers are subject to malicious use and cabinets include a means of emergency access.~~

Exceptions:

1. Where portable fire extinguishers subject to malicious use or damage are provided with a means of ready access.
2. In Group I-3 occupancies and in mental health areas in Group I-2 occupancies, access to portable fire extinguishers shall be permitted to be locked or to be located in staff locations provided the staff has keys.

6.2.1.3.1.1

6.2.1.3.1.1 Up to two water-type extinguishers, each with 1-A rating, shall be permitted to be used to fulfill the requirements of one 2-A rated extinguisher. for light (low hazard) occupancies only.

6.6.3

6.6.3 All solid fuel cooking appliances (whether or not under a hood) with fire boxes of 5 ft^3 (0.14 m^3) volume or less shall at least have a listed 2-A rated water-type fire extinguisher or 1.6 gal (6 L) wet chemical fire extinguisher listed for Class K fires. have a minimum 2.5 gallon (9 L) or two 1.5 gallon (6 L) Class K wet-chemical portable fire extinguishers located in accordance with the IFC Section 904.11.5.

6.6.4

6.6.4 When hazard areas include deep fat fryers, listed Class K portable fire extinguishers shall be provided as follows:

(1) For up to four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: One Class K portable fire extinguisher of a minimum 1.5 gallon (6 L) capacity.
(2) For every additional group of four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: One additional Class K portable fire extinguisher of a minimum 1.5 gallon (6 L) capacity shall be provided.
(3) For individual fryers exceeding 6 square feet (0.55 m^2) in surface area: Class K portable fire extinguishers shall be installed in accordance with the extinguisher manufacturer's recommendations.

NFPA 13

5.3.2

5.3.2.1 Ordinary Hazard (Group 2) Ordinary hazard (Group 2) occupancies shall be defined as occupancies or portions of other occupancies where the quantity and combustibility of contents is moderate to high, where stockpiles of contents with moderate rates of heat release do not exceed 12 ft (3.66 m), and stockpiles of contents with high rates of heat release do not exceed 8 ft (2.4m).

Occupancies containing Casinos, Mini-Storage Facilities, and Shell Buildings, regardless of occupancy classification (unknown tenants and/or floor layout), shall be designed to meet the requirements of Ordinary Hazard Group 2.

6.1.3

6.1.3 Rated Pressure. System components shall be rated for the maximum system working pressure to which they are exposed but shall not be rated at less than 175 psi (12.1 bar) for components installed aboveground and 150 psi (10.4 bar) for components installed underground. When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 200), or 50 psi greater than the system design pressure, whichever is greater.

6.2.9.7.1

6.2.9.7.1 The list shall be on a machine-engraved metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font and include the following:

(1) Sprinkler Identification Number (SIN) if equipped; or the manufacturer, model, orifice, deflector type, thermal sensitivity, and pressure rating.

(2) General description.

(3) Quantity of each type to be contained in the cabinet.

(4) Issue or revision date of the list.

6.3.1.1.1

6.3.1.1.1 Pipe or tube shall have a minimum Corrosion Resistant Ratio (CRR) of 1.

6.8.1.4

6.8.1.4 The minimum number of required inlets shall be one 2 ½ inch inlet for every 250 gpm of the sprinkler and/or standpipe demand, or fraction there of. Fire Department Connections (FDC) shall be provided with internal check valve(s) such that water being supplied into any inlet will not flow back out of any other inlet. For the purposes of this section, internal clapper valve devices provided by the manufacturer in listed FDC shall be considered internal check valves.

6.9.1

6.9.1 Waterflow alarm devices shall be listed for the service and so constructed and installed that any flow of water from a sprinkler system equal to or greater than that from a single automatic sprinkler of the smallest orifice installed on the system will result in an audible alarm on the premises within 60 seconds ~~5 minutes~~ after such flow begins and until such flow stops.

6.9.1.1

6.9.1.1 Multi-story buildings shall have water flow alarm annunciation on a floor by floor basis.

6.9.1.2

6.9.1.2 Sprinkler systems, such as those protecting atriums, covered mall buildings, and other areas with non-standard ceiling heights within the building, shall be designed such that system water flow annunciation indicates the protected floor level, rather than the floor level where the system piping occurs.

6.9.3.1

6.9.3.1 Alarm Unit(s). Alarm unit(s) shall be a horn/strobe device listed for fire alarm signaling. ~~An alarm unit shall include a listed mechanical alarm, horn, or siren or a listed electric gong, bell, speaker, horn, or siren~~

6.9.3.2

6.9.3.2. Exterior Alarm Unit(s). Exterior alarm unit(s) shall be weatherproofed. ~~Outdoor water motor-operated or electrically operated bells shall be weatherproofed and guarded.~~

6.9.3.3

6.9.3.3. Exterior Alarm Unit. There shall be a minimum of one exterior horn/strobe alarm unit provided on the exterior wall above the Fire Department Connection. ~~All piping to water motor-operated devices shall be galvanized or brass or other corrosion - resistant material acceptable under this standard and of a size not less than ¾ in. (20 mm)~~

6.9.3.4

6.9.3.4. Number of Interior Alarm Unit(s). There shall be a minimum of one interior horn/strobe alarm unit provided in a normally occupied location. In multi-tenant buildings, there shall be one interior alarm unit in each tenant space. All interior alarm units associated with a single sprinkler system shall activate simultaneously upon activation of that fire sprinkler system. ~~Piping between the sprinkler system and a pressure-actuated alarm-initiating device shall be galvanized or of nonferrous metal or other approved corrosion-resistant material of not less than 3/8 in. (10 mm) nominal pipe size.~~

6.9.3.5

6.9.3.5 Interior alarm units are not required when the building is protected throughout with a fire alarm system in accordance with adopted codes and the fire alarm system will activate upon actuation of any sprinkler system within the building

7.1.3

7.1.3 A wet pipe system shall be permitted to supply an auxiliary antifreeze, dry pipe, or preaction~~, or deluge~~ system ~~provided the water supply is adequate~~ provided the auxiliary system covers less than 10% of the system size.

7.2.3.1

7.2.3.1 The system capacity (volume) controlled by a dry pipe valve shall be determined by 7.2.3.2, ~~7.2.3.3,~~ ~~7.2.3.4~~, 7.2.3.5~~, or 7.2.3.7~~.

A.7.2.3.1

~~**A.7.2.3.1** The 60-second limit does not apply to dry systems with capacities of 500 gal (1893 L) or less, nor to dry systems with capacities of 750 gal (2839 L) or less if equipped with a quick-opening device.~~

7.2.3.3

~~**7.2.3.3** A system size of not more than 500 gal (1893 L) shall be permitted without a quick opening device and shall not be required to meet any specific water delivery requirement to the inspection test connection.~~

7.2.3.4

~~**7.2.3.4** A system size of not more than 750 gal (2839 L) shall be permitted with a quick opening device and shall not be required to meet any specific water delivery requirement to the inspection test connection.~~

7.2.3.5

7.2.3.5 System size shall be based on dry systems being calculated for water delivery in accordance with 7.2.3.6. Testing of the system shall be accomplished by the methods indicated in 7.2.3.7.

7.2.7

7.2.7 Application of Dry-Pipe Systems. Dry pipe systems shall not be utilized for the protection of areas that can be maintained above 40 degrees.

Exception: When permitted by the fire code official, dry sprinklers may be installed in small conditioned rooms within buildings that otherwise require dry sprinkler systems throughout.

7.3.2.3.1.3

7.3.2.3.1.3 The system size for double-interlock preaction systems shall be based on calculating water delivery in accordance with 7.2.3.6, anticipating that the detection system activation and sprinkler operation will be simultaneous. A system meeting the requirements of this section shall be required to also meet the requirements of 7.2.3.5.

7.6.2.4

7.6.2.4 An antifreeze solution shall be prepared with a freezing point ~~below the expected minimum temperature for the locality~~ at or below 0° F (-17.8° C)

7.6.2.4.1

7.6.2.4.1 Where the antifreeze system is intended to be installed at an elevation where temperatures below 0° F (-17.8° C) are expected, the system shall be prepared with a freezing point below the minimum expected temperature for the area.

7.10.2.2

~~**7.10.2.2** Sprinklers or automatic spray nozzles in ducts, duct collars, and plenum chambers shall not be required where all cooking equipment is served by listed grease extractors.~~

7.10.2.6

7.10.2.6 Sprinklers protecting cooking exhaust ducts shall be supplied from dedicated supply risers separate from overhead sprinkler systems. Activation of the associated water flow switch shall shut down the fuel and/or electrical power supply to the associated cooking equipment and the makeup air supplied internally to the hood.

7.10.3.1

7.10.3.1 Unless the requirements of 7.10.3.2 or 7.10.3.4 are met, exhaust ducts shall have one sprinkler or automatic spray nozzle located at the top of each vertical riser, ~~and~~ at the midpoint of each offset, and an additional sprinkler shall be installed within the duct at 20-foot intervals on vertical risers where not otherwise provided with sprinklers due to offsets in buildings over two stories.

8.2.4

8.2.4 When acceptable to the authority having jurisdiction, ~~M~~multiple buildings that are assigned the same street address, without independent building numbers, and are attached by canopies, covered breezeways, common roofs, or a common wall(s) shall be permitted to be supplied by a single fire sprinkler riser. The maximum system size shall comply with 8.2.1

8.2.6

8.2.6 In multi-story buildings, each story requires a separate system with control valve and water flow switch.

8.2.7

8.2.7 For tenant spaces adjacent to and having public access exclusively through an adjacent assembly space, such as tenant spaces adjacent to casinos, covered mall buildings, and other assembly spaces, the tenant spaces shall be provided with individual isolation control valves. For the purposes of this section, the isolation control valve does not define a separate sprinkler system, such that the overall size of the sprinkler system serving the tenant space(s) and adjacent spaces must meet size limitations of 8.2.1 when measured from the control valve located on the system riser.

8.3.3.1

8.3.3.1 Sprinklers in light hazard occupancies, shell buildings of combustible construction, casinos, and exhibition areas shall be one of the following:

(1) Quick-response type as defined in 3.6.2.9

(2) Residential sprinklers in accordance with the requirements of 8.4.5

(3) Standard response sprinklers used for modifications or additions, within the existing compartment, to existing ~~light hazard~~ systems equipped with standard response sprinklers

(4) Standard response sprinklers used where individual standard response sprinklers are replaced in existing ~~light hazard~~ systems

8.6.4.1.1.3

8.6.4.1.1.3 The requirements of 8.6.4.1.1.1 shall not apply for light and ordinary hazard occupancies with ceilings of noncombustible ~~or limited combustible~~ construction, as follows:

(A) Where there is a vertical change in ceiling elevation within the area of coverage of the sprinkler creates a distance of more than 36 in. (914 mm) between the upper ceiling and the sprinkler deflector, a vertical plane extending down from the ceiling at the change in elevation shall be considered a wall for the purpose of sprinkler spacing as shown in Figure 8.6.4.1.1.3(A).

(B) Where the distance between the upper ceiling and the sprinkler deflector is less than or equal to 36 in. (914 mm), the sprinklers shall be permitted to be spaced as though the ceiling was flat, provided the obstruction rules are observed as shown in Figure 8.6.4.1.1.3(B).

8.8.4.1.1.4

8.8.4.1.1.4 The requirements of 8.8.4.1.1.1 shall not apply for light and ordinary hazard occupancies with ceilings of noncombustible ~~or limited combustible~~ construction, as follows.

(A) Where there is a vertical change in ceiling elevation within the area of coverage of the sprinkler creates a distance of more than 36 in. (914 mm) between the upper ceiling and the sprinkler deflector, a vertical plane extending down from the ceiling at the change in elevation shall be considered a wall for the purpose of sprinkler spacing.

(B) Where the distance between the upper ceiling and the sprinkler deflector is less than or equal to 36 in. (914 mm), the sprinklers shall be permitted to be spaced as though the ceiling was flat, provided the obstruction rules and ceiling pocket rules are observed.

8.14.6

8.14.6 Pilot line detectors shall be permitted to be spaced more than 22 in. (559 mm) below a ceiling or deck where the maximum spacing between pilot line detectors is 10 ft (3 m) or less, and where such spacing is supported by an engineering analysis discussing sprinkler temperature and response rating, plume diameter, temperature within the plume that will pass across the sprinklers, and the expected fire size required to activate the pilot sprinklers.

*8.15.1.2.1**

8.15.1.2.1* Concealed spaces of noncombustible ~~and limited combustible~~ construction with minimal combustible loading having no access shall not require sprinkler protection. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum. For purposes of this section, "construction" is limited to wall assemblies, floor assemblies, ceiling assemblies, and structural members.

8.15.1.2.1.2

8.15.1.2.1.2 Minor quantities of combustible materials limited to: cabling, nonmetallic piping conveying non-combustible liquids, and nonmetallic HVAC ductwork as expressly allowed by the current adopted building code, shall be permitted in concealed spaces constructed of non-combustible materials and shall not require sprinklers.

8.15.1.2.2

8.15.1.2.2 Concealed spaces of non-combustible ~~and limited combustible~~ construction with limited access and minimal combustible loading and not permitting occupancy or storage of combustibles shall not require sprinkler protection. For the purposes of this section, limited access does not include access to catwalks and mechanical mezzanines. Catwalks and mechanical mezzanines require sprinkler protection, which may be designed in accordance with 8.15.1.5. Additionally, "construction" is limited to wall assemblies, floor assemblies, ceiling assemblies, and structural members.

8.15.1.2.10

~~**8.15.1.2.10** Concealed spaces where rigid materials are used and the exposed surfaces have a flame spread index of 25 or less, and the materials have been demonstrated not to propagate fire when tested in accordance with NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*, extended for an additional 20 minutes in the form in which they are installed, shall not require sprinkler protection.~~

8.15.1.2.11

~~**8.15.1.2.11** Concealed spaces in which the exposed materials are constructed entirely of fire-retardant treated wood as defined by NFPA 703, *Standard for Fire-Retardant-Treated Wood and Fire-Retardant Coatings for Building Materials*, shall not require sprinkler protection.~~

8.15.1.2.16

8.15.1.2.16 Concealed spaces formed by noncombustible ~~or limited combustible~~ ceilings suspended from the bottom of wood joists, composite wood joists, wood bar joists, or wood trusses that have insulation filling all of the gaps between the bottom of the trusses or joists, and where sprinklers are present in the space above the installation within the trusses or joists, shall not require sprinklers.

8.15.1.2.17

8.15.1.2.17 Concealed spaces formed by noncombustible ~~or limited-combustible~~ ceilings suspended from the bottom of wood joists and composite wood joists with a maximum nominal chord width of 2 in. (50.8 mm), where joist spaces are full of noncombustible batt insulation with a maximum 2 in. (590.8 mm)air space between the roof decking material and the top of the batt insulation. Facing that meets the requirements for noncombustible ~~or limited-combustible~~ material covering the surface of the bottom chord of each joist and secured in place per the manufacturer's recommendations shall not require sprinklers.

8.15.5.1

8.15.5.1 Sidewall spray sprinklers shall be installed at the bottom of each elevator hoistway not more than 2 ft (0.61 m) above the floor of the pit. Sprinklers are prohibited at the top of the hoistway and in the machine room, unless otherwise approved by the Authority Having Jurisdiction.

8.15.5.2

~~**8.15.5.2** The sprinkler required at the bottom of the elevator hoistway by 8.15.5.1 shall not be required for enclosed, noncombustible elevator shafts that do not contain combustible hydraulic fluids.~~

8.15.5.3

~~**8.15.5.3** Automatic sprinklers in elevator machine rooms or at the tops of hoistways shall be of ordinary or intermediate temperature rating.~~

8.15.5.4

~~**8.15.5.4** Upright, pendant, or sidewall spray sprinklers shall be installed at the top of elevator hoistways.~~

8.15.5.5

~~**8.15.5.5** The sprinkler required at the top of the elevator hoistway by 8.15.5.4 shall not be required where the hoistway for passenger elevators is noncombustible and the car enclosure materials meet the requirements of ASME A17.1, *Safety Code for Elevators and Escalators.*~~

8.15.5.6

~~**8.15.5.6** Sprinklers shall be installed at the top and bottom of elevators that utilize polyurethane-coated steel belts or other similar combustible belt material.~~

8.15.7.1

8.15.7.1 Unless the requirements of 8.15.7.2~~, 8.15.7.3,~~ or 8.15.7.4 are met, sprinklers shall be installed under exterior roofs, canopies, porte-cocheres, balconies, decks, or similar projections exceeding 4 ft (1.2 m) in width

8.15.7.2

8.15.7.2 Sprinklers shall be permitted to be omitted where the canopies, roofs, porte-cocheres, balconies, decks, or similar projections are constructed entirely with materials that are noncombustible~~, limited-combustible, or fire-retardant treated wood as defined in NFPA 703, *Standard for Fire Retardant Treated Wood and Fire Retardant Coatings for Building Materials*~~, and where the canopies, roofs, porte-cocheres, balconies, decks, or similar projections do not support occupancy above.

8.15.7.3

~~8.15.7.3 Sprinklers shall be permitted to be omitted from below the canopies, roofs, porte-cocheres, balconies, decks, or similar projections of combustible construction, provided the exposed finish material on the roof, canopy, porte-cocheres, balconies, decks, or similar projections of combustible construction, provided the exposed finish material on the roofs, canopies, or porte-cocheres are non-combustible, limited combustible, or fire-retardant treated wood as defined in NFPA 703, *Standard for Fire-Retardant Wood and Fire-Retardant Coatings for Building Materials*, and the roofs, canopies, or porte-cocheres contains only sprinklered concealed spaces or any of the following unsprinklered combustible concealed spaces:~~

~~(1) Combustible concealed spaces filled entirely with noncombustible insulation~~
~~(2) Light or ordinary hazard occupancies where noncombustible or limited combustible ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft³ (4.5 m³) or less in volume, including space below the insulation that is laid directly on top or within the ceiling joists in an otherwise sprinklered attic [See 11.2.3.1.4(4)(d)].~~
~~(3) Concealed spaces over isolated small roofs, canopies, or porte-cocheres not exceeding 55ft² (5.1m²) in area~~

8.15.8.1.1

8.15.8.1.1 Sprinkler protection shall be provided in all bathrooms. ~~Unless sprinklers are required by 8.15.8.1.2 or 8.15.8.1.3, sprinklers shall not be required in bathrooms that are located within dwelling units, that do not exceed 55 ft² (5.1m²) in area, and that have walls and ceilings of noncombustible or limited combustible materials with a 15-minute thermal barrier rating, including the walls and ceilings behind any shower enclosure or tub.~~

8.15.8.2

8.15.8.2 Closets and Pantries. Sprinklers protection shall be ~~are not required~~ provided in clothes closets, linen closets, and pantries, ~~within dwelling units in hotels and motels where the area of the space does not exceed 24 ft² (2.2 m²), the least dimension does not exceed 3 feet (0.9 m), and the walls and ceilings are surfaced with noncombustible or limited combustible materials.~~

8.15.10.1

8.15.10.1 ~~Unless the requirements of 8.15.10.3 are met,~~ Ssprinkler protection shall be required in electrical equipment rooms.

8.15.10.3

~~8.15.10.3 Sprinklers shall not be required in electrical equipment rooms where all of the following conditions are met:~~

~~(1) The room is dedicated to electrical equipment only~~

~~(2) Only dry-type electrical equipment is used.~~

~~(3) Equipment is installed in a 2-hour fire-rated enclosure including protection for penetrations.~~

~~(4) No combustible storage is permitted to be stored in the room.~~

8.15.14.1

8.15.14.1 ~~Drop-out ceilings shall be permitted to be installed beneath sprinklers where ceilings are listed for that service and are installed in accordance with their listings.~~ Drop-out ceilings are not permitted to be installed beneath fire sprinklers.

8.15.14.2

~~**8.15.14.2** Drop-out ceilings shall not be installed below quick-response or extended coverage sprinkler unless specifically listed for that application.~~

8.15.14.3

~~**8.15.14.3** Drop-out ceilings shall not be considered ceilings within the context of this standard.~~

8.15.14.4

~~**8.15.14.4** Piping installed above drop-out ceilings shall not be considered concealed piping.~~

8.15.19.1.1

8.15.19.1.1 Unless hydraulically calculated, each one-inch outlet shall supply a maximum of one sprinkler head providing protection below a ceiling, and if necessary, a maximum of one head above the ceiling. Such sprinkler head(s) shall have a k-factor equal to the k-factor of existing upright sprinklers.

8.15.19.1.2

8.15.19.1.2 Unless otherwise hydraulically calculated, a one-inch outlet shall be allowed to supply a maximum of two sprinkler heads where the two sprinkler heads protect areas that are physically separated by a ceiling, walls and/or doors with a minimum lintel depth of 8 in (203 mm) and maximum total area of door openings into the room of 50 ft^2 (4.6 m^2). The sprinklers shall have a k-factor equal to the k-factor of existing upright sprinklers.

8.15.19.1.3

8.15.19.1.3 When approved sprinkler heads installed under a ceiling may have a k factor less than the overhead sprinklers, provided the occupancy hazard classification for the area under the ceiling is less than the classification that the overhead sprinklers are designed for.

8.15.19.1.4

8.15.19.1.4 Flexible sprinkler hose drops shall be proven by hydraulic calculations.

8.15.22.3

8.15.22.3 Where there is a noncombustible space above a noncombustible ~~or limited-combustible~~ drop ceiling that is sprinklered because it is open to an adjacent sprinklered space on only one side and where there is no possibility for storage above the drop ceiling, the sprinkler system shall be permitted to extend only as far into the space as 0.6 times the square root of the design area of the sprinkler system in the adjacent space.

8.15.23

8.15.23 Openings in Rated Assemblies. Where sprinkler protection is serving as the alternative to opening protection in rated assemblies, such sprinklers shall be listed for use, and installed in accordance with their listing.

8.16.1.1.1.4

8.16.1.1.1.4 Valve rooms shall be lighted and heated.

8.16.1.1.1.5

8.16.1.1.1.5 The source of heat shall be of a permanently installed type.

8.16.1.1.1.6

8.16.1.1.1.6 Heat tape shall not be used in lieu of heated valve enclosures to protect the valve and supply pipe against freezing.

8.16.1.1.2.1

8.16.1.1.2.1 Valves on connections to water supplies, sectional control and isolation valves, and other valves in supply pipes to sprinkler and other fixed water-based fire suppression systems shall be electrically supervised by a ~~one of the following methods:~~

~~(1)~~ Central station, proprietary, or remote station signaling service

~~(2) Local signaling service that will cause the sounding of an audible signal at a constantly attended point~~

~~(3) Valves locked in the correct position~~

~~(4) Valves located within fenced enclosures under the control of the owner, sealed in the open position, and inspected weekly as part of an approved procedure~~

8.16.1.1.2.3

8.16.1.1.2.3 The requirements of 8.16.1.1.2.1 shall not apply to underground gate valves with roadway boxes or to valves at backflow prevention devices at the municipal water supply connection where the valves are locked in the open position.

8.16.4.1.6

8.16.4.1.6 Design Temperature and Duration. The minimum criteria for an engineered solution in calculating heat loss for the requirement to maintain 40°F (4.4°C) shall be 0° F (-17.8°C) for 8 hours. The initial starting temperature of the water shall be no greater than 50°F (10°C).

8.17.1.1

8.17.1.1. Local Waterflow Alarms Units. A local waterflow alarm unit shall be provided on every sprinkler system ~~having more than 20 sprinklers~~. Such waterflow alarm units shall be installed in accordance with 6.9.

8.17.2.3

8.17.2.3 Size. The size of the pipe for the fire department connection shall be in accordance with one of the following:

(1) Pipe size shall be a minimum of 4 in. (100 mm) for fire engine connections when the fire department connection has three or fewer 2-1/2 in (65 mm) inlets, and shall be a minimum of 6 in. (150 mm) for fire engine connections when the fire department connection has four or more 2-1/2 in (65 mm) inlets.
(2) Pipe size shall be a minimum of 6 in. (150 mm) for fire boat connections.
(3) For hydraulically calculated systems the fire department connection shall be permitted to be less than 4 in. (100 mm) and no less than the size of system riser, where serving one system riser.

8.17.2.7

8.17.2.7 The fire department connection shall be located not less than 18 in (457 mm) and not more than 4 ft (1.2 m) above the level of the adjacent grade or access level.

9.1.3.9.3

9.1.3.9.3 Powder-driven fasteners shall be allowed for branch lines less than or equal to 2 in. (50 mm) pipe. ~~Representative samples of concrete into which studs are to be driven shall be tested to determine that the studs will hold a minimum load of 750 lb (341 kg) for 2 in. (50 mm) or smaller pipe; 1000 lb (454 kg) for 2 ½ in., 3 in., 3 ½ in. (65 mm, 80 mm, or 90 mm) pipe; and 1200 lb (545 kg) for 4 in. or 5 in. (100 mm or 125 mm) pipe.~~

9.1.3.9.4

9.1.3.9.4 Increaser couplings shall not be permitted with ~~be attached directly to the~~ powder-driven studs.

9.2.1.3.3.4

9.2.1.3.3.4 Where flexible sprinkler hose fittings are supported by a ceiling that does not meet design and installation criteria set forth in 9.2.1.3.3.2, such fitting shall be provided with hangers in accordance with 9.2.3.5, unless the flexible hose fitting is provided with a hanger assembly specifically approved by a Nationally Recognized Testing Laboratory for both the flexible sprinkler hose fitting and the specific method of installation.

9.3.5.6.2

9.3.5.6.2 The horizontal force, F_{pw}, acting on the brace shall be taken as $F_{pw} = C_p W_p$, where C_p is the seismic coefficient selected in Table 9.3.5.6.2 utilizing the short period response parameter S_s. The value of S_s used in Table 9.3.5.6.2 shall be 0.95 ~~obtained from the authority having jurisdiction~~ or derived from seismic hazard data from the U.S. Geological Survey using ASCE Standard 7, 2005 edition. Linear interpolation shall be permitted to be used for intermediate values of S_s.

10.1.5

10.1.5 Working Pressure. Pipe shall be designed to withstand a system working pressure of not less than 150 psi (10.3 bar). When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC),

the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 200), or 50 psi greater than the FDC design pressure, whichever is greater.

11.2.3.1.4(4)

11.2.3.1.4 (4) The following unsprinklered concealed spaces shall not require a minimum area of sprinkler operation of 3000 ft² (279 m²):

11.2.3.1.4(4)(a) Noncombustible ~~and limited-combustible~~ concealed spaces with minimal combustible loading having no access. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

11.2.3.1.4(4)(b) Noncombustible ~~and limited-combustible~~ concealed spaces with limited access and not permitting occupancy or storage of combustibles. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

11.2.3.1.4(4)(c) (*No Change*)

11.2.3.1.4(4)(d) Light or ordinary hazard occupancies where noncombustible ~~or limited-combustible~~ ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft³ (4.8 m³) or less in volume, including space below insulation that is laid directly on top or within the ceiling joist in an otherwise sprinklered attic.

11.2.3.1.4(4)(e) ~~Concealed spaces where rigid materials are used and the exposed surfaces have a flame spread index of 25 or less and the materials have been demonstrated to not propagate fire when tested in accordance with NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*, extended for an additional 20 minutes in the form in which they are installed in the space~~.

11.2.3.1.4(4)(f) ~~Concealed spaces in which the exposed materials are constructed entirely of fire-retardant treated wood as defined by NFPA 703, *Standard for Fire Retardant Treated Wood and Fire Retardant Coatings for Building Materials.*~~

11.2.3.1.4(4)(g) (*No Change*)

11.2.3.1.4(4)(h) (*No Change*)

11.2.3.1.4(4)(i) (*No Change*)

11.2.3.1.4(4)(j) Light or ordinary hazard occupancies where non-combustible ~~or limited-combustible~~ ceilings are attached to the bottom of composite wood joists either directly or on to metal channels not exceeding 1 in. (25.4 mm) in depth, provided the adjacent joist channels are firestopped into volumes not exceeding 160 ft³ (4.5 m³) using materials equivalent to ½ in. (12.7 mm) gypsum board and at least 3 ½ in. (90 mm) of batt insulation is installed at the bottom of the joist channels when the ceiling is attached utilizing metal channels.

11.3.1.1

11.3.1.1 The design area shall be ~~the area that includes the four adjacent sprinklers that produce the greatest hydraulic demand~~ in accordance with either 11.2.3.2 or 11.2.3.3.

11.3.1.3

11.3.1.3 Unless the requirements of 11.3.1.4 are met, the minimum required discharge from each ~~of the four most demanding sprinklers~~ sprinkler shall be the greater of the following:

(1) In accordance with the minimum flow rates indicated in the individual listings

(2) Calculated based on delivering a minimum of 0.1 gpm/ft² (4.1 mm/min) over the design area in accordance with the provisions of 8.5.2.1 or 8.6.2.1.2.

11.3.3.1

11.3.3.1 Sprinklers in a water curtain such as described in 8.15.4 ~~or~~ , 8.15.16.2 or 8.15.23 shall be hydraulically designed to provide a discharge of 3 gpm per lineal foot (37L/min per lineal meter) of water curtain, with no sprinklers discharging less than 15 gpm (56.8 L/min) or per the listing requirements of the specific head being used.

11.3.3.3

11.3.3.3 ~~If a single fire can be expected to operate sprinklers within the water curtain and within the design area of a hydraulically calculated system,t~~The water supply to the water curtain shall be added to the water demand of the hydraulic calculations and be balanced to the calculated area demand.

11.3.4

11.3.4 NONSTORAGE OCCUPANCIES WITH HIGH CEILINGS

11.3.4.1 Light and Ordinary Hazard Group 1 and 2 Occupancies with ceiling heights between 25 and 50 feet. Light and Ordinary Hazard 1 and 2 occupancies shall be designed to provide a minimum density of 0.10 gpm/ft^2, 0.15 gpm/ft^2 and 0.20 gpm/ft^2 respectively. The minimum design area shall be equal to the ceiling height times 100. The sprinkler system shall utilize listed quick response sprinklers with a K-factor of 11.2 or greater. The maximum sprinkler discharge pressure allowed is 30 psi.

11.3.4.2 Non-storage occupancies with ceiling heights over 50 feet. All structures, regardless of occupancy or hazard classification, with ceiling heights exceeding 50'-0", require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction. Deluge systems shall be installed using sprinklers with a minimum k-factor of 11.2 with a maximum sprinkler discharge pressure of 30 psi.

11.3.4.3 Extra Hazard Occupancies with ceiling height over 25 feet. Extra Hazard occupancies with ceiling heights over 25 feet require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction.

11.3.4.4 Exhibition Spaces and Stages with Fly Galleries. For design criteria for Exhibition Spaces and Stages with Fly Galleries, see Section 11.3.5.

11.3.5

11.3.5 SPRINKLER PROTECTION FOR EXHIBITION SPACES AND STAGES WITH FLY GALLERIES

11.3.5.1 Exhibition Spaces and Stages with Fly Galleries with ceiling heights up to 35 feet. Sprinkler systems protecting exhibition spaces and stages with fly galleries with ceiling heights up to 35 feet shall be designed to provide a minimum density of 0.30 gpm/ft^2. The minimum design area shall be 2,500 square feet. The sprinkler system shall utilize standard coverage quick response sprinklers with a k-factor of 8.0 or greater. The maximum sprinkler discharge pressure allowed is 30 psi. A hose stream demand of 500 gpm shall be provided.

11.3.5.2 Exhibition Spaces and Stages with Fly Galleries with ceiling heights between 35 and 60 feet. Sprinkler systems protecting exhibition spaces and stages with fly galleries with ceiling heights between 35 and 60 feet shall be designed to provide a minimum density of 0.45 gpm/ft^2. The minimum design area shall be 2,500 square feet. The sprinkler system shall utilize standard coverage quick response sprinklers with a k-factor of 11.2 or greater.

The maximum sprinkler discharge pressure allowed is 30 psi. A hose stream demand of 500 gpm shall be provided.

11.3.5.3 Exhibition Spaces and Stages with Fly Galleries ceiling heights over 60 feet. Exhibition spaces and stages with fly galleries with ceiling heights exceeding 60'-0", require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction. Deluge systems shall be installed using standard coverage sprinklers with a minimum k-factor of 11.2 with a maximum sprinkler discharge pressure of 30 psi. A hose stream of 500 gpm shall be provided.

12.9.2

12.9.2 The following unsprinklered concealed spaces shall not require a minimum area of sprinkler operation of 3000 ft² (279 m²):

12.9.2(1) Noncombustible ~~and limited-combustible~~ concealed spaces with minimal combustible loading having no access. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

12.9.2(2) Noncombustible ~~and limited-combustible~~ concealed spaces with limited access and not permitting occupancy or storage of combustibles. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

12.9.2(3) (*No Change*)

12.9.2(4) Light or ordinary hazard occupancies where noncombustible ~~or limited-combustible~~ ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft³ (4.8 m3) or less in volume, including space below insulation that is laid directly on top or within the ceiling joist in an otherwise sprinklered attic.

12.9.2(5) ~~Concealed spaces where rigid materials are used and the exposed surfaces have a flame spread index of 25 or less and the materials have been demonstrated to not propagate fire when tested in accordance with NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*, extended for an additional 20 minutes in the form in which they are installed in the space.~~

12.9.2(6) ~~Concealed spaces in which the exposed materials are constructed entirely of fire-retardant treated wood as defined by NFPA 703, *Standard for Fire Retardant Treated Wood and Fire Retardant Coatings for Building Materials.*~~

12.9.2(7) (*No Change*)

12.9.2(8) (*No Change*)

12.9.2(9) (*No Change*)

12.9.2(10) Light or ordinary hazard occupancies where non-combustible ~~or limited-combustible~~ ceilings are attached to the bottom of composite wood joists either directly or on to metal channels not exceeding 1 in. (25.4 mm) in depth, provided the adjacent joist channels are firestopped into volumes not exceeding 160 ft³ (4.5 m³) using materials equivalent to ½ in. (12.7 mm) gypsum board and at least 3 ½ in. (90 mm) of batt insulation is installed at the bottom of the joist channels when the ceiling is attached utilizing metal channels.

21.15.2.2.1.3.3

21.15.2.2.1.3.3 Chute Sprinkler Supply. Sprinklers serving chutes shall be on separate dedicated supply risers.

21.38

21.38 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.

21.38.1 General. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, for a Group R Division 3 Occupancy, the design requirements in Table 21.37.1 shall be applied.

Table 21.38.1 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC[4]

Building Area Size Range [6]	PROTECTION RESIDENTIAL System Type[1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size[7]	Sprinklers Required In Areas Subject To Freezing.
<3,600 sq ft	Standard NFPA 13D [2]	See NFPA 13D for design requirements.			
≥3,600 sq ft & <10,000 sq ft	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements			
≥10,000 sq ft & <15,000 sq ft	Enhanced NFPA 13R [1]	See NFPA 13R for design requirements			
≥ 15,000 sq ft	Modified NFPA 13 [1]	Yes	N/A	N/A	Yes

N/A = Not Applicable

1. This protection constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2. Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
3. Free-standing detached buildings with one or more sleeping rooms shall be protected by a minimum Enhanced NFPA 13D system.
4. Excluding Group Care Homes.
5. U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
6. Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte cocheres.
7. Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

21.38.2 Modified 13 Design Criteria. When Table 21.38.1 requires a Modified 13 Design, the sprinkler system shall be installed to meet the requirements of this code, with the exception of the following items:

1. Fire Department Connections (FDC): A 2½-inch fire department connection is required. A single snoot connection will be accepted. The FDC shall be located on the garage wall facing the street except for special circumstances where the FDC may be freestanding and located adjacent to the street or private drive. A freestanding FDC in these circumstances may be designed into the mailbox column.
2. Riser Room: Risers shall be located in either the garage or within a dedicated room with an exterior door. Provided the garage/room is fully insulated the requirement for maintaining 40°F will not require a source of heat.

3. Inspectors Test Connection: The inspectors test location may be piped off the system riser.
4. Piping in locations less than 40°F: Dry pipe systems are not permitted for the protection of living spaces, anti-freeze systems shall be used. The protection of non-living spaces such as attics may be protected by dry-pipe systems.
5. Anti-Freeze Loops: The capacity shall not exceed 80 gallons.
6. Separate Water Supply: A separate water lead-in for the fire sprinkler system along with an approved (by the local water authority) back-flow prevention device is required. The back-flow prevention device shall be located at the street with in an approved insulated enclosure. The lead-in shall be sized using the minimum pipe size available that provides the calculated flow.
7. Control Valves: All valves used to control the sprinkler system are required to be indicating. A Post Indicator Valve (PIV) is not permitted.
8. Electrical Supervision: When required by the *fire code official*, the main control valves shall be electrically supervised. The back-flow valves are not required to be electrically supervised.
9. Fire Pumps: Electric fire pumps normally accepted in NFPA -13D systems for residential use (UL listed jockey pump) are acceptable.
10. Notification Devices: Interior - One (1) interior horn/strobe shall be installed in a location specified by the homeowner. Exterior - One (1) exterior horn/strobe shall be located above the FDC or other acceptable location. The sprinkler flow switch shall activate both of the required devices.
11. Residential Sprinkler Heads: Residential sprinkler heads shall be utilized and the design allowances specified in section 11.2.3.2.3.1 (reduction to design area) may be applied.
12. Hangers and Earthquake Bracing: The hanging of sprinkler pipe shall be in accordance Chapter 9. Earthquake bracing is not required.
13. Garages: Garages shall be classified as Ordinary Hazard Group I. Commercial style QR sprinkler heads are required.
14. Location of Sprinklers: Sprinklers shall be installed in all areas except where omissions are permitted as follows:

    a. Inaccessible attic spaces.

    b. Exterior overhangs, porches, and carports.

    c. Rooms not provided with environmental control.

21.38.3 Other Protection Designs: For the other protection designs listed in Table 21.37.1, see the respective revised codes for NFPA 13D and NFPA 13R design requirements.

22.1.3

22.1.3 Working plans shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor, and shall show those items from the following list that pertain to the design of the system:

(1) Name of owner and occupant
(2) Location, including street address
(3) Point of compass
(4) Full height cross section, or schematic diagram, including structural member information is required for clarify and including ceiling construction and method of protection for nonmetallic piping
(5) Ceiling/roof heights and slopes not shown in the full height cross section
(6) Location of partitions
(7) Location of fire walls
(8) Occupancy class, label and name of ~~each~~ all areas or rooms
(9) Location and size of concealed spaces, closets, attics, and bathrooms
(10) Any small enclosures in which no sprinklers are to be installed

(11)Size of city main in street and whether dead end or circulating; if dead end, direction and distance to nearest circulating main; and city main test results and system elevation relative to test hydrant *(see A.23.1.8)*
(12)Other sources of water supply, with pressure and elevation
(13)Make, type, model, and nominal K-factor of sprinklers including sprinkler identification number
(14)Temperature rating and location of high-temperature sprinklers
(15)Total area protected by each system on each floor
(16)Number of sprinklers on each riser per floor
(17)Total number of sprinklers on each dry pipe system, preaction system, combined dry pipe-preaction system, or deluge system
(18)Approximate capacity in gallons of each dry pipe system
(19)Pipe type and schedule of wall thickness
(20)Nominal pipe size and cutting lengths of pipe (or center-to-center dimensions). Where typical branch lines prevail, it shall be necessary to size only one typical line
(21)Location and size of riser nipples
(22)Type of fittings and joints and location of all welds and bends. The contractor shall specify on drawing any sections to be shop welded and the type of fittings or formations to be used
(23)Type and locations of hangers, sleeves, braces, and methods of securing sprinklers when applicable
(24)All control valves, check valves, drain pipes, and test connections
(25)Make, type, model, and size of alarm or dry pipe valve
(26)Make, type, model, and size of preaction or deluge valve
(27)Kind and location of alarm bells
(28)Size and location of standpipe risers, hose outlets, hand hose, monitor nozzles, and related equipment
(29)Private fire service main sizes, lengths, locations, weights, materials, point of connection meters, and valve pits; and the depth that the top of the pipe is laid below grade
(30)Piping provisions for flushing
(31)Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear
(32)For hydraulically designed systems, the information on the hydraulic data nameplate
(33)A graphic representation of the scale used on all plans
(34)Name, ~~and~~ address, phone number, and contractor's license number of sprinkler contractor
(35)Nevada State Fire Marshal registration number
(36)Signature and NICET number, or engineer's seal, of the designer
(37)General notes as required by the AHJ
(38)Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets
(39)The minimum rate of water application (density or flow or discharge pressure), the design area of water application, in-rack sprinkler demand, and the water required for hose streams both inside and outside
(40)The total quantity of water and the pressure required noted at a common reference point for each system
(41)Relative elevations of sprinklers, junction points, and supply or reference points
(42)If room design method is used, all unprotected wall openings throughout the floor protected
(43)Calculation of loads for sizing and details of sway bracing
(44)The setting for pressure-reducing valves
(45)Information about backflow preventers (manufacturers, size, type)
(46)Information about antifreeze solution used (type and amount)
(47)Size and location of hydrants, showing size and number of outlets and if outlets are to be equipped with independent gate valves. Whether hose houses and equipment are to be provided, and by whom, shall be indicated. Static and residual hydrants that were used in the flow tests shall be shown
(48)Utility plans and/or plumbing plans necessary to show connection from water supply to fire sprinkler system
(49)Size, location, and piping arrangement of fire department connections
(50)Ceiling/roof heights and slopes not shown in the full height cross section
(51)Edition year of NFPA 13 that the sprinkler system is designed to.

22.2.1

22.2.1 Water Supply Capacity Information. Water supply information shall only be valid for a period of 6 months from the date the flow test was conducted to the initial submittal. The following information shall be included:

(1) Location and elevation of static and residual test gauge with relation to the riser reference point
(2) Flow location
(3) Static pressure, psi (bar)
(4) Residual pressure, psi (bar)
(5) Flow, gpm (L/min)
(6) Date
(7) Time
(8) ~~Test conducted by or information supplied by~~. Flow tests shall be witnessed by the Authority Having Jurisdiction
(9) Other sources of water supply, with pressure or elevation

22.2.1.1

22.2.1.1 Where a water flow test is used for the purposes of system design, the test shall be conducted no more than 6 ~~12~~ months prior to working plan submittal.

22.4.1.6

22.4.1.6 The maximum velocity for use in hydraulic calculations shall be 32 ft/sec (9.8 m/sec).

22.4.1.7

22.4.1.7 Hydraulically calculated fire sprinkler systems shall be designed to ensure the required system pressure is a minimum of ten (10) psi below the available supply pressure.

24.2.3.2.2

24.2.3.2.2 The test shall measure the time to trip the valve and the time for water to be discharged from the inspector's test connection. The flow from the inspector's test shall be predominantly continuously flowing water with small amounts of air permitted. All times shall be measured from the time the inspector's test connection is completely opened.

24.2.3.2.2.1

24.2.3.2.2.1 Dry systems calculated for water delivery in accordance with 7.2.3.6 shall be required to prove the ~~exempt from any~~ specific water delivery time requirement set forth in 7.2.3.5 and 7.2.3.7.

24.5.1

24.5.1 The installing contractor shall identify a hydraulically designed sprinkler system with a machine-engraved ~~permanently marked~~ weatherproof metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font secured to the riser it serves with corrosion-resistant wire, chain, or other ~~approved~~ means approved by the AHJ. Such signs shall be placed at the alarm valve, dry pipe valve, preaction valve, or

deluge valve supplying the corresponding hydraulically designed area. Signs located at the system control riser shall be allowed to be combined with the General Information Sign described in 24.6.

24.6.1

24.6.1 The installing contractor shall provide a general information sign used to determine system design basis and information relevant to the inspection, testing, and maintenance requirements required by NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*.

24.6.1.1 Such general information shall be provided with a ~~permanently marked~~ machine-engraved weatherproof metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font, secured with corrosion resistant wire, chain, or other acceptable means.

24.6.1.2 Such signs shall be placed at each system control riser, antifreeze loop, and auxiliary system control valve. Signs located at the system control riser shall be allowed to be combined with the Hydraulic Design Information Sign described in 24.5.

NFPA 13D

1.1

1.1 This standard shall cover the design and installation of automatic sprinkler systems for protection against the fire hazards in one- and two-family dwellings and manufactured homes.

When sprinkler protection is being provided to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the minimum design criteria shall be as outlined in Section 8.7 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.

3.3.9.3

3.3.9.3 ***Flush Multipurpose Piping System.*** A piping system, other than a network system, intended to serve ~~both~~ one or more domestic toilet fixture(s) and fire protection needs.

3.3.9.4

3.3.9.4 ***Network System.*** A type of multipurpose system utilizing a common piping system supplying all domestic fixtures and fire sprinklers ~~where each sprinkler is supplied by a minimum of three separate paths~~.

4.1.1

4.1.1 The installer shall provide to the owner/occupant instructions on inspecting, testing, and maintaining the system. The instructions shall be attached to the riser or the inside of the panel access door. The instructions shall be weatherproof.

4.7

4.7 Working Plans ~~Documentation~~

~~Documentation shall be available on request to ensure adequate water supply, listed devices, and adequate sprinkler coverage have been addressed.~~

Working plans shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor, and shall show those items from the following list that pertain to the design of the system:

1. Name of owner.
2. Location, including street address.
3. Point of compass.
4. Full height cross section.
5. Ceiling/roof heights and slopes not shown in the full height cross section.
6. Location of partitions, lintels, and doorways. Lintel openings require a cross section view to indicate the area of the opening.
7. Name and label for each area or room.
8. For systems supplied by city mains, location and size of city main in street, and location, size, and type of domestic line, including length to city connection, and water meter location and size. Static and residual hydrants that were used in flow tests shall be shown. The location of the 5 gpm domestic demand shall be indicated.
9. Make, type, model, temperature rating, nominal K-factor, and number of each type of sprinkler, including sprinkler identification number.

10. Pipe type and schedule of wall thickness.
11. Nominal pipe size and cutting lengths of pipe (or center-to-center dimensions). Where typical branch lines prevail, it shall be necessary to size only one typical line.
12. Location and size of riser nipples and drops.
13. Type of fittings and joints.
14. Type and locations of hangers, and methods of securing sprinklers when applicable.
15. Location and size of all valves and drain pipes.
16. Location and size of water gauges.
17. Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.
18. A summary of the hydraulics, including the static pressure, residual pressure, and flow of the water supply, the pressure and flow demands at the point of connection to the water supply, and the pressure and flow demands at the bottom of the system riser.
19. Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets.
20. Relative elevations of sprinklers, junction points, and supply or reference points.
21. A graphic representation of the scale used on all plans.
22. Name, address, phone number, and contractor's license number of contractor.
23. Nevada State Fire Marshal registration number.
24. Signature and NICET number, or engineer's seal, of the designer.
25. Indicate by note the minimum rate of water application per sprinkler head, the maximum spacing for each head, and the domestic demand.
26. Information about antifreeze solution used. Indicate the type of antifreeze used, the amount of antifreeze in the system, and information about antifreeze compatibility with the pipe.
27. General notes as required by the AHJ.
28. Edition year of NFPA 13D to which the sprinkler system is designed.
29. Utility plans and/or plumbing plans necessary to show connection from water supply to fire sprinkler system.

6.2.3.1

6.2.3.1 The control valve shall be required ~~permitted~~ to serve the domestic water supply.

6.3.1

6.3.1 A multipurpose piping system shall be installed in accordance with 6.3.~~2~~ through 6.6.~~5.~~4

6.3.1.1

6.3.1.1 All one and two-family dwellings sprinkler systems supplied by the water purveyor shall be multi-purpose, in accordance with this section. This requirement applies both to systems fed with a single-outlet water meter and to systems fed with a dual-outlet water meter, which may be required by the water purveyor.

6.5

6.5 ~~Common Supply Piping~~ Flush Multipurpose Systems. Flush multipurpose systems shall supply a minimum of one toilet fixture. These systems may be used both with a single-outlet meter or a dual-outlet water meter, which may be required by the water purveyor. Such systems shall be considered acceptable by this standard where designed in accordance with 6.5.1 through 6.5.7.

6.5.1 ~~Where common supply pipes serve both fire sprinkler and domestic use, they shall comply with 6.5.2 through 6.5.4.~~ An accessible check valve shall be installed on the fire sprinkler riser to maintain system pressure.

6.5.2 ~~In common water supply connections serving more than one dwelling unit, 5 gpm (19 L/min) shall be added to the sprinkler system demand to determine the size of common piping and the size of the total water supply requirements where no provision is made to prevent flow into the domestic water system upon operation of a sprinkler.~~ A minimum demand of 5 gpm (19 L/min) shall be added to the sprinkler system demand at the point of domestic demand to determine the size of common piping and the size of the total water supply requirements where no provision is made to prevent flow into the domestic water system upon operation of a sprinkler.

6.5.3 Where a single-outlet meter is provided, a common underground supply for both domestic and fire sprinkler needs is permitted. No separate control valve controlling only the fire sprinkler system shall be permitted. The domestic supply shall serve all domestic fixtures except for the toilet in the master bathroom.

~~6.5.3 A warning sign, with minimum ¼ in. (6.4 mm) letters, shall be affixed adjacent to the main shutoff valve and state the following:~~

> ~~Warning: The water system for this home supplies fire sprinklers that require certain flows and pressures to fight a fire. Devices that restrict the flow or decrease the pressure or automatically shut off the water to the fire sprinkler system, such as water softeners, filtration systems, and automatic shutoff valves, shall not be added to this system without a review of the fire sprinkler system by a fire protection specialist. Do not remove this sign.~~

6.5.4 Where a dual-outlet meter is provided, the fire sprinkler system shall be piped separately from the domestic system starting at the discharge side of the water meter. There shall be no separate control valve that controls only the fire sprinkler system (See UDACS for details). The domestic supply shall serve all hot water fixtures, and all cold water fixtures except for the toilet in the master bathroom.

~~Where water treatment and filtration are installed, one of the following conditions shall be met:~~

~~a. The flow restriction and pressure loss through the water treatment equipment shall be taken into account in the hydraulic calculations.~~
~~b. An automatic bypass shall be installed around the water treatment equipment that directs all water directly to the system.~~

6.5.5 The installation of a backflow preventer, water treatment and filtration device, or a pressure reducing valve between the water meter and the fire sprinkler system is prohibited.

6.5.6 The fire sprinkler system piping shall be designed as a looped system, with vertical and horizontal looping, in a manner that water circulates throughout the system. Dead-end supply lines off of the loop to individual sprinkler heads shall be permitted where each individual dead end does not exceed 50 feet in total length.

6.5.7 A supply line from the sprinkler system loop shall feed into the toilet in the master bathroom.

6.5.8 A pressure gauge shall be installed on the supply side of the check valve

6.6

6.6 Network Multipurpose Systems. Network multipurpose systems shall provide supply for all interior domestic fixtures and fire sprinkler needs. This design may be used with a single-outlet meter, but is prohibited from use with a dual-outlet meter, which may be required by the water purveyor. Such systems shall be considered acceptable by this standard where designed in accordance with 6.6.1 through 6.6.7

6.6.1 A minimum demand of 5 gpm (19 L/min) shall be added to the sprinkler system demand at the point of domestic demand to determine the size of common piping and the size of the total water supply requirements where no provision is made to prevent flow into the domestic water system upon operation of a sprinkler.

6.6.2 Where a single-outlet meter is provided, a common underground supply for both domestic and fire sprinkler needs is required. No separate control valve controlling only the fire sprinkler system shall be permitted. The network system shall serve all cold water domestic fixtures served by the water softener loop and all fire sprinklers.

6.6.3 Where a dual-outlet meter is provided, the use of a network system is prohibited. System design shall be in accordance with 6.5.

6.6.4 The fire sprinkler system piping shall be designed as a networked system, with interconnection of all domestic fixtures and fire sprinkler heads, in a manner that water circulates throughout the system when any domestic fixture is flowing. Dead-end supply lines shall only be permitted to supply domestic fixtures.

6.6.5 Where required by the fire code official, networked systems shall be performance tested to prove one-head and two-head flow scenarios, in addition to other inspections and approvals required by this code. Testing shall replicate the effect of devices that restrict flow and pressure, such as water filtration systems, water softeners and pressure reducing valves.

6.6.6 A warning sign, with minimum ¼ in. (6.4 mm) letters, shall be affixed adjacent to the main shutoff valve and state the following:

> **Warning:** The water system for this home supplies fire sprinklers that require certain flows and pressures to fight a fire. Devices that restrict the flow or decrease the pressure or automatically shut off the water to the fire sprinkler system, such as water softeners, filtration systems, and automatic shutoff valves, shall not be added to this system without a review of the fire sprinkler system by a fire protection specialist. Do not remove this sign.

6.6.7 Where water treatment and filtration loops are installed, the network sprinkler design shall incorporate one of the following conditions:

1. The flow restriction and pressure loss through the water treatment equipment shall be taken into account in the hydraulic calculations.
2. An automatic bypass shall be installed around the water treatment equipment that directs all water directly to the system.

6.6.8 A pressure gauge shall be installed on the supply side of the dwelling unit control valve in the garage or other accessible location. Where a pressure reducing valve is installed after the control valve, the pressure gauge shall be installed on the outlet side of the pressure reducing valve.

7.1.1

7.1.1 A single control valve arranged to shut off both the domestic system and the sprinkler system shall be installed ~~unless a separate shutoff valve for the sprinkler system is installed in accordance with 7.1.2~~.

7.1.2

7.1.2 The sprinkler system piping shall not have a separate control valve installed ~~unless supervised by one of the following methods:~~

~~(1) Central station, proprietary, or remote station alarm service~~
~~(2) Local alarm service that causes the sounding of an audible signal at a constantly attended location~~
(3) ~~Valves that are locked open~~

7.7

7.7 ~~Attics.~~ Unconditioned Spaces

When nonmetallic piping is installed in unconditioned spaces ~~attics~~, the piping shall be insulated or covered with insulation to a minimum of R-2 level. ~~adequate~~ Iinsulation shall be provided on the unconditioned space ~~attic~~ side of the piping to avoid exposure of the piping to temperatures in excess of the pipe's rated temperature.

7.8

7.8 Stock of Spare Sprinklers. A supply of at least two spare sprinklers for each type installed shall be provided. Where the amount of spare sprinklers is 4 or less sprinkler heads, the spare sprinklers shall be permitted to be zipped or wire tied to fire sprinkler riser piping. Where the amount of spare sprinklers exceeds 4 sprinkler heads, a sprinkler head box shall be installed adjacent to the fire riser access panel. Where no distinct fire riser is part of the design, spare sprinklers shall be installed in a sprinkler head box adjacent to the pressure reducing valve.

8.1.1.2.2

8.1.1.2.2* The system shall provide at least the flow required to produce a minimum discharge density of 0.05 gpm/ft2 (2.04 mm/min) to the design sprinklers including fire sprinklers required in garages per section 8.6.4.1.

8.1.3.1.2

8.1.3.1.2 Where construction features or other special conditions exist that are outside the scope of sprinkler listings, listed sprinklers shall be permitted to be installed beyond their listing limitations, provided the installation conforms to a modification or alternative materials and methods report that has been approved by the authority having jurisdiction.

8.6.4.1

8.6.4.1 Attached garages with any habitable rooms above shall be required to be protected with fire sprinklers

8.6.5

8.6.5 Sprinklers shall not be required in attics, penthouse equipment rooms, elevator machine rooms, concealed spaces dedicated exclusively to and containing dwelling unit ventilation equipment, floor/ceiling spaces, elevator shafts, crawl spaces, and other concealed spaces that are not used or intended to be used for living purposes ~~and do not contain fuel-fired equipment~~.

8.7

8.7 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC

8.7.1 General. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the design requirements in Table 8.7 shall be applied.

Table 8.7 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC[4]

Building Area Size Range [6]	Mitigation Residential System Type[1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size[7]	Sprinklers Required In Areas Subject To Freezing.
< 3,600 sq.ft.	Standard NFPA 13D [2]	No	1"	¾"	No
≥ 3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	No	1"	¾"	No
≥ 10,000 sq.ft. and < 15,000 sq.ft.	Enhanced NFPA 13R [1]	See NFPA 13R for design requirements (section 6.8.5)			
≥15,000 sq.ft.	Modified NFPA 13 [1]	See NFPA 13 for design requirements (section 21.37)			

N/A = Not Applicable

1. This mitigation constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2. Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
3. Free-standing detached buildings with one or more sleeping rooms shall be protected by a minimum Enhanced NFPA 13D system.
4. Excluding Group Care Homes.
5. U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
6. Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte cocheres.
7. Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

8.7.2.1 Where required. When Table 8.7 requires an Enhanced 13D design, sprinklers shall be installed throughout the structure except where omissions are permitted by sections 8.6.6 and 8.6.7, and the following:

1. Unheated attic spaces.

2. Floor/ceiling spaces.
3. Concealed combustible spaces with no access for storage or living purposes.
4. Exterior overhangs, porches, and carports

8.7.3 Other Protection Designs. For other protection designs listed in Table 8.7, see the respective revised codes for NFPA 13 and NFPA 13R minimum design requirements.

NFPA 13R

1.1

1.1 Scope

This standard covers the design and installation of automatic sprinkler systems for protection against fire hazards in residential occupancies up to and including two ~~four~~ stories in height. Residential occupancies three or more stories in height shall be protected throughout in accordance with NFPA 13.

When sprinkler protection is being provided to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access for single-family residential occupancies, the minimum design criteria shall be as outlined in Section 7.5 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.

5.1.3

5.1.3 Rated Pressure. System components shall be rated for the maximum system working pressure to which they are exposed but shall not be rated at less than 175 psi (12.1 bar) for components installed aboveground and 150 psi (10.4 bar) for components installed underground. When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 200), or 50 psi greater than the system design pressure, whichever is greater.

5.2.1

5.2.1 Pipe or tube used in sprinkler systems shall be of the materials specified in Table 5.2.1 or in accordance with 5.2.2. Piping shall have corrosion resistance ratio (CRR) of 1 or more.

6.4.4

6.4.4 Where construction features or other special conditions exist that are outside the scope of sprinkler listings, listed sprinklers shall be permitted to be installed beyond their listing limitations, provided the installation conforms to a modification or alternative materials and methods report that has been approved by the authority having jurisdiction.

6.6.4

6.6.4 Sprinklers shall be installed in any closet used for heating and air-conditioning equipment ~~except as permitted by 6.6.7~~ or containing fuel-fired equipment

6.6.5

6.6.5 Sprinklers shall not be required in any porches, balconies, corridors, and stairs that are open and attached, unless specifically required in any of these areas by the Building Code and/or Fire Code.

6.6.6.1

6.6.6.1 Protection of Fuel-Fired Equipment. ~~When fuel-fired equipment is present, at least one quick-response intermediate temperature sprinkler shall be installed above the equipment.~~ Where protection of fuel-fired equipment is required by 6.6.4, 6.6.6 and 6.6.7, sprinkler protection shall be provided in accordance with the following:

(1) At least one quick-response sprinkler with a minimum k-factor of 5.6 shall be provided above the fuel-fired equipment. Sprinklers shall be sufficient to cover the fuel-fired equipment protection area, which is equal to the entire perimeter of the fuel-fired equipment when viewed on a plan view.
(2) Where the sprinkler(s) protecting the fuel-fired equipment is located under a ceiling with slope equal to or greater than a 4:12 pitch, a minimum of one sprinkler shall be located above the edge of the fuel-fired equipment protection area, on the upslope side of the equipment.
(3) Freeze protection shall be provided in accordance with 5.4.2.

6.6.7

6.6.7 Sprinklers shall not be required in closets (regardless of size) on exterior balconies and exterior breezeways/corridors, regardless of size, as long as the closet does not have doors or unprotected penetrations directly into the dwelling unit, and as long as the closet does not contain fuel-fired equipment.

6.7.2.2.2

6.7.2.2.2 Where water supplies are known to have unusual corrosive properties and threaded or cut-groove steel pipe is to be used, wall thickness shall be in accordance with Schedule 30 [in sizes 8 in. (200 mm) or larger] or Schedules 40 [in sizes less than 8 in. (200 mm)]. Piping shall have corrosion resistance ratio (CRR) of 1 or more.

6.8.2

6.8.2 The sprinkler system piping shall not have a separate control valve installed unless supervised by a ~~one of the following methods:~~

(1) Central station, proprietary, or remote station alarm service

~~(2) Local alarm service that causes the sounding of an audible signal at a constantly attended location~~

~~(3) Valves that are locked open~~

6.15

~~**6.15 Drop-Out Ceilings.** Drop-out ceilings shall be permitted to be installed beneath sprinklers where ceilings are listed for that service and are installed in accordance with their listings.~~

7.1.1.4

7.1.1.4 Systems installed in accordance with the single family residential protection matrix (Section 7.5) shall not require monitoring.

7.5

7.5 Protection Matrix for Group R Division 3 Occupancies. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the design requirements in Table 7.5 shall be applied.

Table 7.5 Protection Matrix for Group R Division 3 Occupancies and Building Built Under the IRC[4]

Building Area Size Range [6]	Mitigation Residential System Type[1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size[5]	Sprinklers Required In Areas Subject To Freezing.
< 3,600 sq.ft.	Standard NFPA 13D [2]	See NFPA 13D for design requirements (section 8.7)			
≥ 3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements (section 8.7)			
≥ 10,000 sq.ft. and < 15,000 sq.ft.	Enhanced NFPA 13R [1]	Yes	N/A	N/A	Yes
≥ 15,000 sq.ft.	Modified NFPA 13 [1]	See NFPA 13 for design requirements (section 21.37)			

N/A = Not Applicable

1. This mitigation constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2. Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
3. Free-standing detached buildings with one or more sleeping rooms shall be protected by an Enhanced NFPA 13D system.
4. Excluding Group Care Homes.
5. U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
6. Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte cocheres.

7.5.1 Enhanced 13R Design. When Table 7.5 requires an Enhanced 13R design, the sprinkler system shall be designed and installed in accordance with NFPA 13R, except that sprinklers shall be installed throughout the structure except where omissions are permitted by the following:

1. Unheated attic spaces that do not contain fuel fired equipment.
2. Floor/ceiling spaces.
3. Concealed combustible spaces with no access for storage or living purposes.

7.5.2 Other Protection Designs. For other protection designs listed in Table 7.5, see the respective revised codes for NFPA 13 and NFPA 13D minimum design requirements.

8.1.7

8.1.7 Sprinkler plans shall indicate the following:

1. Name of owner and occupant.
2. Location, including street address.
3. Point of compass.
4. Ceiling construction.
5. Full height cross section.
6. Ceiling/roof heights and slopes not shown in the full height cross section.
7. Location of fire walls.
8. Location of partitions, lintels, and doorways. Lintel openings require a cross section view to indicate the area of the opening.
9. Occupancy, label, and name of all ~~each~~ areas or rooms.
10. Location and size of concealed spaces, attics, closets, and bathrooms.
11. Any small enclosures in which no sprinklers are to be installed.
12. Size of city main in street; pressure; whether dead end or circulating, and, if dead end, the direction and distance to nearest circulating main; and city main test results including elevation of the test hydrant.
13. Make, manufacturer, model, type, heat-response element, temperature rating, nominal K-factor, number of sprinklers installed, and nominal orifice size of the sprinkler, including sprinkler identification number.

~~14. Temperature rating and location of high-temperature sprinklers~~

~~15. Number of sprinkler on each riser, per floor~~

14. Type ~~Kind~~ and location of ~~alarm bells~~ horn/strobes.
15. Type of pipe and fittings.
16. Pipe type and schedule of wall thickness.
17. Type of protection for nonmetallic pipe.
18. Nominal pipe size with lengths shown to scale.
19. Location and size of riser nipples.
20. Type of fittings and joints and the location of all welds and bends.
21. Type and locations of hangers, sleeves, braces, and methods of securing sprinklers, where applicable.
22. All control valves, check valves, drain pipes, and test connections.
23. Underground pipe size, length, location, weight, material, and point of connection to city main; type of valves, meters, and valve pits; and depth at which the top of the pipe is laid below grade.
24. In case of hydraulically designed systems, the information on the hydraulic data nameplate.
25. Name, ~~and~~ address, phone number, and contractor's license number of sprinkler contractor.
26. Nevada State Fire Marshal registration number.
27. Signature and NICET number, or engineer's seal, of the designer.
28. General notes as required by the AHJ.
29. Approximate capacity in gallons of each dry pipe system.
30. Make, type, model, and size of alarm or dry pipe valve.
31. Piping provisions for flushing.
32. Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.
33. A graphic representation of the scale used on all plans.
34. Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets.
35. The minimum rate of water application (density or flow or discharge pressure), the design area of water application, and the domestic demand.
36. The total quantity of water and the pressure required noted at a common reference point for each system.
37. Relative elevations of sprinklers, junction points, and supply or reference points.
38. Information about backflow preventers (manufacturer, size, type).

39. Information about antifreeze solution used (type and amount).
40. Size and location of hydrants, showing size and number of outlets. Static and residual hydrants that were used in flow tests shall be shown.
41. Size, location, and piping arrangement of fire department connections.
42. Location of fuel-fired equipment and heating and air-conditioning equipment.
43. Location of closets on exterior balconies, and a note indicating whether there is any type of door or penetration between the closet and the dwelling unit.
44. Edition year of NFPA 13R to which the sprinkler system is designed.
45. Utility plans and/or plumbing plans necessary to show connection from water supply to fire sprinkler system.

NFPA 14

3.3.5

3.3.5 High-Rise Building. A building where the floor of an occupiable story is greater than 55 ft (17 m) ~~75 ft (23 m)~~ above the lowest level of fire department vehicle access.

4.2.3.2

4.2.3.2 Where system pressures exceed 300 psi, piping expected to experience greater than 300 psi at zero flow shall be rated for the pressures expected, and have minimum nominal pipe wall thickness in accordance with Schedule 40.

4.6.1.1.1

4.6.1.1.1 Within the cabinet, the hose connections shall be located so that there is at least 1 in. (25.4 mm) between any part of the cabinet and the handle of the valve when the valve is in any position ranging from fully open to fully closed, 6 in (150 mm) clearance perpendicular from the valve handle to any part of the cabinet, and 6 in (150 mm) clearance around the circumference of outlet to any part of the cabinet. The door shall not be considered to be part of the cabinet for the purposes of this section.

4.8.2

4.8.2 Each fire department connection shall have at least two, and not less than one for each 250 gpm of system demand or fraction thereof, 2 ½ inch (65 mm) internal threaded fittings having NHS threads, as specified in NFPA 1963, *Standard for Fire Hose Connections.* Fire Department Connections shall be provided with internal check valve(s) such that water being supplied into any inlet will not flow back out of any other inlet. For the purposes of this section, internal clapper valve devices provided by the manufacturer in listed Fire Department Connections shall be considered internal check valves. *(See Section 7.7 and 7.12 for design requirements)*

4.8.2.3

4.8.2.3 Fire department connection piping shall be a minimum of 4 in (100 mm) for three or fewer inlets, a minimum of 6 in (150 mm) for four or more inlets, and shall in all cases have a diameter equal or greater to the largest supply line.

5.2.1.2.1

5.2.1.2.1 Piping volume shall not be limited where the system is designed in accordance with Section 5.2.1.3.2. ~~Not more than 750 gal (2839 L) system capacity shall be controlled by one dry pipe valve~~

5.2.1.2.2

5.2.1.2.2 ~~Piping volume shall be permitted to exceed the requirements of 5.2.1.3.1 where the~~ Ssystem design shall be ~~is~~ such that water is delivered to the system at the most remote hose connection in not more than 3 minutes, starting at the normal air pressure on the system and at the time of fully opened hose connection.

6.1.2.2.1

6.1.2.2.1 In buildings constructed of Type I or Type II construction in accordance with the International Building Code or in buildings equipped with an approved automatic sprinkler system, standpipes ~~lateral piping to 2 ½ in. (65 mm) hose connections~~ shall not be required to be protected by fire rated construction.

6.3.2.1

6.3.2.1 Individual hose valves fed from the feed main shall each be provided with an isolation valve, such that maintenance of the individual hose valve can be accomplished without interrupting the supply to standpipes fed from the feed main.

6.3.7.1

6.3.7.1 System water supply valves, isolation control valves, and other valves in feed mains shall be electrically supervised in an approved manner in the open position by ~~one of the following methods:~~

~~(1) A~~ a central station, proprietary, or remote station signaling service

~~(2) A local signaling service that initiates an audible signal to a constantly attended location~~

~~(3) Locking of valves in the open position~~

~~(4) Sealing of valves and an approved weekly recorded inspection where valves are located within fenced enclosures under the control of the owner~~

6.4.5.2.2

~~6.4.5.2.2 A sign also shall indicate the pressure required at the inlets to deliver the system demand~~

6.4.5.3

6.4.5.3 Signs shall be provided at fire department connections, indicating the areas of the building served and the minimum required pressure and flow to be delivered through the inlets. Where a fire department connection services multiple buildings, structures, or locations, ~~a~~ the sign shall ~~be provided~~ indicate ~~indicating~~ the buildings, structures, or locations served.

6.4.5.3.1

6.4.5.3.1 Signs shall have a red background and be professionally engraved with white lettering a minimum of 1 in. (25.4 mm) in height, with a minimum stroke of ¼ in. Signs shall consist of durable, weatherproof materials, subject to approval by the authority having jurisdiction.

7.2.1

7.2.1 The maximum pressure at any point in the system at any time shall not exceed 350 psi (24 bar), except where components are rated for higher pressures and are approved by an alternative materials and methods report approved by the authority having jurisdiction.

7.2.3.2

7.2.3.2 Where the static pressure ~~at a hose connection~~ exceeds 175 psi (12.1 bar) at a 1½ in. (40 mm) hose connection or exceeds 200 psi (13.9 bar) at a 2½ in. (65 mm) hose connection, an approved pressure-regulating device shall be provided to limit static and residual pressures at the outlet of the hose connection to 100 psi (6.9 bar) for 1½ in. (40 mm) hose connections and 200 ~~175~~ psi (13.9 bar) ~~(12.1 bar)~~ for other hose connections. The pressure on the inlet side of the pressure-regulating device shall not exceed the device's rated working pressure.

7.2.3.4

7.2.3.4 Where hose valve pressure regulating devices are installed on 2 ½ in. (65 mm) outlets, they shall be field adjustable, capable of being adjusted through the full adjustment range by a 3/8 in. (12 mm) rod with a maximum required torque of 30 foot-pounds (41 nm) while flowing water. Field adjustment shall not require any hose valve disassembly.

7.2.4

7.2.4 When system pressure-regulating devices are used in lieu of providing separate pumps, multiple zones shall be permitted to be supplied by a single pump and pressure regulating device(s) under the following conditions:

(1) Pressure-regulating device(s) shall be permitted to control pressure in the lower zone(s). A redundant pressure-regulating device shall be provided in parallel configuration for the full range of anticipated system flow. Where multiple sizes of pressure-regulating devices are required to achieve flow through the entire range of anticipated system flow, each size shall have a redundant pressure-regulating device installed.

(2) A method to isolate each of the pressure-regulating device(s) shall be provided for maintenance and repair by providing control valves on the supply and discharge side of each pressure-regulating device, in a manner where only the device being maintained and repaired is out of service.

(3) Regulating devices shall be arranged so that the failure of any single device does not allow pressure in excess of 200 ~~175~~ psi (13.9 ~~12.1~~ bar) to not more than two hose connections

(4) An equally sized bypass around the pressure regulating device(s), with a normally closed valve, shall be installed.

(5) Pressure-regulating devices and the bypass valve shall be installed not more than 7ft 6in (2.31 m) above the floor.

(6) The pressure-regulating device shall be provided with inlet and outlet pressure gauges.

(7) The fire department connection(s) shall be connected between the system fire pump(s) and the pressure-regulating device(s) and shall be sized and designed to allow the fire department connection to provide full back-up for the system fire pump to all pressure zones ~~to the system side of the outlet isolation valve.~~

(8) The pressure-regulating device shall be provided with a pressure relief valve sized for the full anticipated system flow and capable of maintaining downstream system pressures below the maximum pressure ratings for all system components ~~in accordance with manufacturer recommendations~~.

(9) Remote monitoring and supervision for detecting high pressure failure of the pressure of the pressure-regulating device shall be provided in accordance with *NFPA 72, National Fire Alarm Code*. Such failure shall be detected by providing a flow switch downstream on the pressure relief valve.

(10) A drain sufficient to allow flow of the full anticipated system flow shall be provided adjacent to the pressure-regulating devices. Use of this drain line for discharge from the pressure relief valve shall be permitted.

7.3.2

7.3.2 Class I Systems. Class I systems shall be provided with 2 ½ in. (65 mm) hose connections in the following locations:

(1) At the main floor landing in exit stairways

(2) On each side of the wall adjacent to the exit openings of horizontal exits, unless permitted to be omitted by the Fire Code

(3) In other than covered mall buildings, in each exit passageway at the entrance from the building areas into the passageway

(4) In covered mall buildings, at the entrance to each exit passageway or exit corridor, and at the interior side of public entrances from the exterior to the mall

(5) At the highest landing of stairways with stairway access to a roof, and on roofs with a slope of less than 4 in 12 where stairways do not access the roof

7.3.2.2

7.3.2.2 Class I hose systems shall be designed so that all floor areas of the floor or story are protected by hose valve coverage, with 100 feet of hose and 30 feet of stream from each hose valve connection. The length of hose shall be measured along approved walking paths, and the stream distance shall not be expected to turn corners. Where the most remote portion of a ~~nonsprinklered~~ floor or story is not protected with the hose valves already provided in accordance with 7.3.2 subject to these distance limitations, ~~is located in excess of 150 ft (45.7 m) of travel distance from a required exit containing or adjacent to a hose connection, or the most remote portion of a sprinklered floor or story is located in excess of 200 ft (61 m) of travel distance from a required exit containing or adjacent to a hose connection,~~ additional hose connections shall be provided, in approved locations~~, where required by the local fire department or the authority having jurisdiction~~.

7.3.3.1

7.3.3.1 Class II systems shall be provided with 1 ½ in. (40 mm) hose stations so that all portions of each floor level of the building or area thereof required to be protected are within 130 ft (39.7 m) of a hose connection provided with 1 ½ in. (40 mm) ~~hose or within 120 ft of a hose connection provided with less than 1 ½ in (40 mm) hose~~.

7.4

7.4 Number of Standpipes. Separate standpipes shall be provided in each required exit stairway. Scissor stairs having two separate landings on each level shall be provided with a separate hose connection on each stair landing.

7.8.1

7.8.1 Minimum Design Pressure for Hydraulically Designed Systems. Hydraulically designed standpipe systems shall be designed to provide the waterflow rate required by Section 7.10 at a minimum residual pressure of 125 psi ~~100 psi~~ (8.6 ~~6.9~~ bar) at the outlet of the hydraulically most remote 2 ½ in. (65 mm) hose connection and 65 psi (4.5 bar) at the outlet of the hydraulically most remote 1 ½ in. (40 mm) hose station.

7.8.1.1

7.8.1.1 Manual standpipe systems shall be designed to provide 125 psi (8.6 bar) ~~100 psi (6.9 bar)~~ at the topmost outlet with the calculations terminating at the fire department connection.

7.9.1.3

7.9.1.3 Where pumps are used in structures with an occupied floor located greater than 250 ft in height above the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump.

7.11.1.1

7.11.1.1 The drain riser shall be equipped with tees that are of the same size as the discharge outlets of the pressure-regulating devices to be tested with internal threaded swivel fitting having NHS threads, as specified in NFPA 1963, *Standard for Fire Hose Connections*, with plugs, and shall be located ~~on~~ at ~~least~~ every ~~other~~ floor with a hose valve pressure-regulating device. A drain connection shall be provided adjacent to every hose valve pressure-regulating device, even if the pressure-regulating device is not on a vertical standpipe riser.

7.11.1.3

7.11.1.3 Where drain risers are interconnected and run to a common discharge point, all piping shall be sized for the maximum possible combined flow.

7.12.1.1

7.12.1.1 In buildings with multiple pump zones, each zone shall be provided with an express main and fire department connection from the street to each pump zone. ~~The high zone fire department connection(s) shall not be required to be provided where 7.9.3 applies.~~

7.12.2.1

~~**7.12.2.1** A single connection for each zone shall be permitted where acceptable to the fire department~~

7.12.3

7.12.3 Fire department connection sizes shall be based on the greater of the sprinkler system demand (if a combined system) or the standpipe system demand and shall include one 2 ½ in. (65 mm) inlet per every 250 gpm (946 L/min)

7.12.3.1

~~**7.12.3.1** An approved large-diameter hose connection of a size to accommodate the required flow shall be permitted.~~

8.1.1

8.1.1 Plans accurately showing the details and arrangement of the standpipe system shall be furnished to, reviewed, and stamped accepted by the authority having jurisdiction prior to the installation of the system.

8.1.6

8.1.6 Plans shall include the following items:

1. Provide a detailed narrative describing the scope of work to be conducted associated with the plans.
2. Name of owner and occupant.
3. Location, including street address.
4. Name address, phone number, and contractor's license number of sprinkler contractor.
5. Nevada State Fire Marshal registration number.
6. Signature and NICET number, or engineer's seal, of the designer.
7. General notes as required by the AHJ.
8. Point of compass.
9. The plan must show a top view of all areas on a common architectural scale, i.e. 1/8", 3/16", 1/4", etc. All walls and doors need to be shown, and each room must be labeled according to use. The top view must show supply and drain pipe layout, pipe dimensions, attachments, braces, hangers, standpipe hose outlets, hydraulic nodes, and the coverage area from each hose valve to the remote areas of the floor plan. The coverage area shall be shown on plans and be measured along the path of travel from hose valves, around walls and through doors, to the most remote areas of the floor. The 30 feet distance assigned to the hose stream shall not be allowed to bend or turn.
10. The plan must show section views with a riser diagram to describe the locations of mains, lines, and hose valves within the structure. A minimum of one view is required, although additional views may be necessary to determine compliance with NFPA 14. The section view must be drawn to a common architectural scale, i.e. 1/8", 3/16", 1/4", etc. The riser diagram must indicate all components on the riser, including fire department connections; water supply components, including fire pumps and supply lines; interconnecting horizontal pipe; all standpipes on the system; control valves at the base of all standpipes; hose valves fed by the standpipes; and, where required for testing of pressure regulating valves, the drain lines.
11. The plans shall include an isometric view showing the entire system in one view.
12. A graphic representation of the scale used on all plans.
13. Ceiling construction.
14. Full height cross section.
15. Location of fire walls.
16. Location of horizontal exits.
17. Location of partitions.
18. Label and name of each area or room.

19. General notes shall be provided, as follows:
    a. Indicate compliance with NFPA 14.
    b. Indicate the type of system per Section 5.2 and the class of the system per Section 5.3.
    c. Indicate the minimum and maximum pressure requirements for the system.
    d. Indicate the minimum flow for the system and for each individual valve.
    e. Provide a description of hose valves used, detailing the manufacturer, model number(s), and outlet size.
    f. Manufacturer, schedule and type of piping.
    g. Manufacturer and type of fittings.
    h. Type of freeze protection (building heated, dry system, anti-freeze system, heat-trace, etc).
    i. Indicate the pressure required for the hydrostatic test, being 200 psi or 50 psi about pump churn pressure, whichever is higher.
    j. Indicate the quantity of hose valves shown on the submittal.
20. Underground pipe size, length, location with respect to the building, weight, material, and point of connection to city main; type of valves, meters, and valve pits; and depth at which the top of the pipe is laid below grade. Show the locations of fire hydrants used for water supply to the fire department connection(s), indicate the test and flow test results and label the test and flow hydrants.
21. Provide information regarding the fire pump, as applicable.
22. Other sources of water supply, including water storage tanks and fire department connections, shall be shown on plans.
23. Size, location, and piping arrangement of fire department connections, with details of the connection.
24. Fire Department Connection Signage: A sign shall be provided adjacent to each FDC indicating what systems are being served, what areas of the building are served, and the minimum required pressure and flow at the Fire Department Connection for correct system operation. Provide a detail of this sign on the plan.
25. Detail of Class I, Class II, or Class III hose valves located in cabinets. The cabinet size, and the placement of items within the cabinet, shall be such to provide a minimum clearance of 6 inches perpendicularly from the face of the valve, a minimum of 1 inch around the circumference of the valve, and a minimum of 6 inches around the circumference of the hose outlet cap.
26. Type of pipe and fittings.
27. Pipe type and schedule of wall thickness.
28. Nominal pipe size with lengths shown to scale.
29. Type of fittings and joints and the location of all welds and bends.
30. Type and locations of hangers, sleeves, braces, and methods of securing sprinklers, where applicable.
31. Show hanger locations, and provide details of hanger installations.
32. Seismic bracing information shall be provided, including locations, details, and calculations.
33. Provide details for penetrations of standpipe piping through walls, floors, and other structural members. Show detail to note clearances around the piping and/or locations of flexible connections.
34. Provide details for all penetrations in rated walls and floors, providing information regarding the method of maintaining fire rating of the wall or floor.
35. All control valves, check valves, drain pipes, and test connections.
36. Make, type, model, and size of alarm or dry pipe valve.
37. Piping provisions for flushing and for testing.
38. Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.
39. A detail of the hydraulic data nameplate.
40. Hydraulic reference points shown on the plan, including the top view, section view, and isometric view, that correspond with comparable reference points on the hydraulic calculation sheets.
41. The total quantity of water and the pressure required noted at a common reference point for each system.
42. Edition year of NFPA 14 to which the standpipe system is designed.
43. Pressure Reducing Valves: For all pressure reducing valves, including direct-acting and pilot-operated valves, which are shown on the plans, indicate the make, model, and setting of the pressure-reducing valve, and provide a detail for each unique installation configuration.

44. Where direct-acting pressure regulating hose valves are provided anywhere in the building, provide a chart on the plans. The chart shall have eight columns, as follows:
    a. Floor Level – Provide numerical designation for all floor levels in the building.
    b. Static Pressure, Inlet – Indicate the static pressure at the inlet of the hose valve on all floor levels. Provide a supporting hydraulic. calculation at zero flow with churn pressure, providing a node at the hose valve on each floor level to indicate the static pressure at each hose valve.
    c. Residual Pressure, Full Flow, Inlet – Indicate the residual pressure at the inlet of hose valves on each floor. Provide a supporting hydraulic calculation at full standpipe design flow per NFPA 14 (750 or 1,000 gpm), providing a node on each floor level to indicate the residual pressure at each hose valve.
    d. Residual Pressure, 250-gpm flow, inlet - Indicate the residual pressure at the inlet of hose valves on each floor while flowing 250 gpm. Provide a supporting hydraulic calculation at 250 gpm flow at the most remote standpipe outlet, providing a node on each floor level of the most remote standpipe to indicate the residual pressure at each hose valve.
    e. Valve Make and Model – Indicate the manufacturer of the valve on all floors, and the model number for the specific valve. Provide supporting manufacturer specifications.
    f. Valve Setting – Indicate the hose valve setting or bonnet number proposed for each valve. The setting or bonnet number must be associated with the manufacturer specifications for the valve.
    g. Residual Pressure, Full Flow, Outlet – Indicate the residual outlet pressure at the outlet of the hose valve under the full-flow condition. For PRV installations, the residual pressure is taken from pressure relation charts provided by the manufacturer. For non-PRV installation, the residual pressure is taken by analysis of the equivalent lengths of the fittings and the hose valve.
    h. Residual Pressure, 250-gpm flow, Outlet - Indicate the residual outlet pressure at the outlet of the hose valve when flowing 250 gpm. This is necessary to establish the residual pressure expected during field inspection. For PRV installations, the residual pressure is taken from pressure relation charts provided by the manufacturer.

11.5.6.2

11.5.6.2 The system shall deliver a minimum of 250 gpm (946 L/min) at the hose connection within 3 minutes of opening the hose valve. ~~if the system capacity exceeds 750 gal (2480 L)~~

12.7.2

12.7.2 Where temporary standpipes normally contain water, the piping shall be protected against freezing, unless otherwise approved by the authority having jurisdiction.

NFPA 20

3.3.24

3.3.24 High-Rise Building. A building where the floor of an occupiable story is greater than 55 ft (16.8 m) ~~75 ft (23 m)~~ above the lowest level of fire department vehicle access.

4.1.3

4.1.3 Where a pump is used to provide booster pressure supply to multiple structures, a redundant fire pump shall be provided for each required fire pump.

4.10.1.1

4.10.1.1 A liquid-filled pressure gauge having a dial not less than 3.5 in. (89 mm) in diameter shall be connected near the discharge casting with a 0.25 in. (6.25-mm) gauge valve.

4.10.2.1

4.10.2.1 Unless the requirements of 4.10.2.4 are met, a liquid-filled compound pressure and vacuum gauge having a dial not less than 3.5 in. (89 mm) in diameter shall be connected to the suction pipe near the pump with a 0.25 in. (6.25-mm) gauge valve.

4.12.1.1.1

4.12.1.1.1* Fire pump units ~~serving high-rise buildings~~ shall be protected from surrounding occupancies by a minimum of 2-hour fire-rated construction or physically separated from the protected building by a minimum of 50 ft (15.3m).

4.12.1.1.2

4.12.1.1.2 ~~Indoor fire pumps in non-high-rise buildings shall be physically separated or protected by fire-rated construction in accordance with Table 5.12.1.1.2.~~ Standalone dedicated fire pump houses shall have a fire-resistance rating of not less than 2 hours unless the fire pump house is located a minimum of 50 feet away from the building served by the fire pump.

Table 4.12.1.1.2

~~*Table 4.12.1.1.2 Equipment Protection*~~

~~*Pump Room/*~~	~~*Building(s) Exposing Pump*~~	~~*Required*~~

~~House~~	~~Room/House~~	~~Separation~~
~~Not sprinklered~~	~~Not sprinklered~~	~~2 hour fire-rated~~
~~Not sprinklered~~	~~Fully sprinklered~~	~~or~~
~~Fully sprinklered~~	~~Not sprinklered~~	~~50 ft (15.3 m)~~
~~Fully sprinklered~~	~~Fully sprinklered~~	~~1 hour fire-rated~~
		~~or 50 ft (15.3 m)~~

4.12.1.3

4.12.1.3 Fire Pump Buildings or Rooms ~~with Diesel Engines~~. Fire pump buildings or rooms ~~enclosing diesel engine pump drivers and day tanks~~ shall be protected with an automatic sprinkler system installed in accordance with NFPA 13, *Standard for the Installation of Sprinkler Systems*.

4.12.2.1.1

4.12.2.1.1. Fire pump rooms not directly accessible from the outside shall be accessible through an enclosed passageway from an enclosed stairway or exterior exit. The enclosed passageway and/or stairway shall have a minimum 2-hour fire-resistance rating. The travel distance through the enclosed passageway shall not exceed 50 feet.

4.12.3.1

4.12.3.1 An approved or listed permanently installed (hard-wired for electrically powered devices) source of heat shall be provided for maintaining the temperature of a pump room or pump house~~, where required,~~ above 40° F (5° C).

4.12.4

4.12.4 Normal Lighting. Artificial permanently installed lighting shall be provided in a pump room or house.

4.14.4.1

4.14.4.1 ~~Where the suction supply is of sufficient pressure to be of material value without the pump~~, ~~the~~ All pumps supplied by municipal water supply shall be installed with a bypass. *(See Figure A.4.14.4.)*

5.1.1.3

5.1.1.3 Where pumps are used in structures with walking levels greater than 250 ft in height about the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump.

9.3.1

9.3.1 ~~Except for an arrangement described in 9.3.3,~~ At least one alternate source of power shall be provided when the requirement of 9.3.3 is not satisfied. ~~height of the structure is beyond the pumping capacity of the fire department apparatus~~.

9.3.4

9.3.4 When provided, the alternate source of power shall be supplied from one of the following sources:

(1) A generator installed in accordance with Section 9.6.

(2) One of the sources identified in 9.2.2(1), 9.2.2(2), 9.2.2(3), or 9.2.2(5) where the power is provided distinctly independent of the normal source of power. Any connections to the public utility shall be considered a single source of power and subsequently cannot be utilized as both normal power and the alternate (backup) power.

10.2.1

10.2.1 Controllers shall be located as close as is practical to the motors they control and shall be within sight of the motors. Additionally, the controllers shall be readily accessible by locating controllers near the entrance to the room, and shall comply with clearance requirements from the National Electrical Code.

10.4.7.1.1

10.4.7.1.1 Where the fire pump serves a building equipped with a Fire Command Center, the signal(s) required remote from the controller shall be indicated both on a dedicated panel provided by the fire pump manufacturer and on the fire alarm control panel.

12.2.1

12.2.1 Controllers shall be located as close as is practical to the motors they control and shall be within sight of the motors. Additionally the controllers shall be readily accessible by locating controllers near the entrance to the room and shall comply with clearance requirements from the National Electrical Code.

12.4.2.1.1

12.4.2.1.1 Where the fire pump serves a building equipped with a Fire Command Center, the signal(s) required remote from the controller shall be indicated both on a dedicated panel provided by the fire pump manufacturer and on the fire alarm control panel.

NFPA 22

5.1.1.1

5.1.1.1 Steel tanks shall be designed in accordance with AWWA D100, *Welded Steel Tank for Water Storage*, 1996, or AWWA D103, *Factory-Coated Bolted Steel Tanks for Water Storage*, 1997.

14.4.1

14.4.1 A permanent ~~pipe connected~~ connection to ~~a~~ an approved water supply shall be provided to fill the tank. Where the tank serves as a break tank between the city supply and fire pump(s), the fill shall be through automatic fill valves that are tied to water level sensors, and a bypass line of equal size with a normally closed control valve shall be provided.

14.4.2

14.4.2 The means to fill the tank shall be sized to fill the tank in a maximum time of 8 hours. Where the tank serves as a break tank between the city supply and building fire pump(s), the means to fill the tank shall be automatic and shall provide supply flow equal to 150% of the fire pump rated flow.

14.5.5

14.5.5 Discharge The overflow pipe shall discharge water to a drain with flow capacity equal to or greater than the fill line supply flow, or to an approved exterior location subject to approval by the authority having jurisdiction.

14.8.1

14.8.1 Provisions shall be made for the installation of sensors in accordance with *NFPA 72* for two critical water temperatures and two critical water levels.

14.8.1.1 Where the water storage tank acts as a break tank between the city supply and fire pump(s), water level sensors shall be provided. A minimum of three sensor levels shall be provided. Two sensor levels shall activate the turn-on/turn-off of the fill valve. The third sensor level shall indicate a low level alarm. The sensor that opens the fill control valve shall be set 5 inches (127 mm) below normal (full) level, or at 90% of the normal (full) volume, whichever leaves the greater volume in the tank. The sensor that closes the fill control valve shall be set at normal (full) level. The sensor that signals a low alarm shall be set 12 inches (300 mm) below normal (full) level, or at 70% of the normal (full) volume, whichever leaves the greater volume in the tank. The low level alarm shall be transmitted to a constantly attended location to initiate response to the fill control bypass valve

NFPA 24

6.5.2

6.5.2 A sectional valve shall be provided at the following locations:

(1) On each bank where a main crosses water

(2) Outside the building foundation(s) where a main or a section of a main runs under a building

(3) On the underground line where there are two sources of water, after every 2 fire hydrants or building fire sprinkler connections

NFPA 72

3.3.7.2

3.3.7.2 False Alarm. Activation or reporting of an alarm for which no such alarm condition, fire or emergency actually exists. Additionally, False Alarm is the willful and knowing initiating or transmission of a signal, message or other notification of an event of fire when no such danger exists.

3.3.95.4.2

3.3.95.4.2 ***Dedicated Function Fire Alarm System.*** A protected premises fire alarm system installed specifically to perform fire safety function(s) where a building fire alarm system is not required. Such systems include, but are not limited to sprinkler monitoring systems and elevator recall systems. (SIG-PRO)

10.5.5.1

10.5.5.1 Dedicated Branch Circuit. A dedicated branch circuit ~~of one of the following:~~ shall supply primary power from a commercial light and power source.

~~(1) Commercial light and power.~~

Exceptions:

(1) When approved by the AHJ, an engine-driven generator or equivalent in accordance with 10.5.10.2, where a person specifically trained in its operation is on duty at all times may be used for a specified period of time.

(2) When approved by the AHJ, an engine-driven generator or equivalent arranged for cogeneration with commercial light and power in accordance with 10.5.10.2, where a person specifically trained in its operation is on duty at all times may be used.

10.15

10.15* Protection of Fire Alarm System. In areas that are not continuously occupied, automatic smoke detection shall be provided at the location of each fire alarm control unit(s), notification appliance circuit power extenders, and supervising station transmitting equipment to provide notification of fire at that location.

Exception No. 1: Where ambient conditions prohibit installation of automatic smoke detection, automatic heat detection shall be permitted.

Exception No. 2: Dedicated function fire alarm systems shall not have smoke detectors installed above the dedicated function fire alarm control unit.

10.16.1

10.16.1 Alarm Annunciation. The location of an operated initiating device shall be displayed by an alphanumeric display at the fire alarm control unit. Unless otherwise approved, the alphanumeric display shall show the device type, floor level (if applicable), device address (if applicable), and a descriptive location for the operated device(s).

The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances. Alarm annunciators shall comply with all of the following:

1. If a building has a main entrance/foyer, a remote annunciator shall be provided inside the building at the main entrance/foyer.
   Exception: When the fire alarm control unit is located inside the building at the main entrance/foyer, a remote annunciator is not required at the main entrance/foyer.
2. If a building has a fire riser room with an exterior door, a remote annunciator shall be provided within the fire riser room.
   Exception: When the fire alarm control unit is located within the fire riser room, a remote annunciator is not required within the fire riser room.
3. The location of an operated initiating device shall be displayed by alphanumeric display at the annunciator.
4. The alphanumeric display shall state the device type, the floor level (if applicable), the device address and a descriptive location for the operated device(s).
5. The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.

~~10.16.1.1 Where required by other governing laws, codes or standards, the location of and operated initiating device shall be annunciated by visible means.~~

~~10.16.1.1.1 Visible annunciation of the location of an operated initiating device shall be by an indicator lamp, alphanumeric display, printout or other approved means.~~

~~10.16.1.1.2 The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.~~

12.2.4

12.2.4* The installation of all pathway wiring, cable and equipment shall be in accordance with *NFPA 70, National Electric Code* and the applicable requirements of 12.2.4.1 through 12.2.4.5. In all occupancies, other than residential two stories or less, all wiring, including optical fiber cables, shall be in enclosed metallic conduit or shall be MI, MC, or AC cable. (SIG-FUN)

17.5.3.1

17.5.3.1 Total (Complete) Coverage. Where required by laws, codes, or standards, and unless otherwise modified by 17.5.3.1.1 through 17.5.3.1.5, total coverage shall include all rooms, halls, storage areas and basements. Attics, lofts, spaces above suspended ceilings, and other subdivisions and accessible spaces; and the inside of all closets, elevator shafts, enclosed stairways, dumbwaiter shafts, and chutes shall also have detectors if required by the authority having jurisdiction or to satisfy performance design criteria. Inaccessible areas may not be required to be protected by detectors.

17.5.3.1.6

17.5.3.1.6 When area detectors are installed instead of duct smoke detectors to comply with the Uniform Mechanical Code total coverage is defined as the area served by the air-moving equipment.

17.6.3.5.2

~~**17.6.3.5.2*** The minimum spacing of heat detectors shall not be required to be less than 0.4 times the height of the ceiling.~~

17.7.3.1.3

17.7.3.1.3 If the intent is to protect against a specific hazard, and the detectors are not otherwise required by this code or other applicable codes, the detector(s) shall be permitted to be installed closer to the hazard in a position where the detector can intercept the smoke.

17.12.2

17.12.2 Activation of the initiating device shall occur within ~~90~~ 60 seconds of waterflow at the alarm-initiating device when flow occurs that is equal or greater than that from a single sprinkler of the smallest orifice size installed in the system.

18.3.2.4

18.3.2.4 Voltage drop calculations shall be performed using one of the following methods:

(1) The lump sum calculation method, which shall be calculated as follows:
   (a) Calculate the voltage drop using one of these formulas:
      i. $V_D = I * ((R * 2 * L)/1{,}000)$ **OR**
      ii. $V_D = (2 * K * I * L)/CM$.
   (b) Subtract this calculated voltage drop from 20.4 volts (V_S) in order to get the voltage value at the end of the circuit ($V_S - V_D = V_{EOL}$). The value for V_{EOL} shall be a minimum of 16 volts (the minimum operating voltage required for a listed 24 vdc notification device).

(2) The point-to point method, which requires a math-intensive approach where the voltage drop between each notification appliance is reiterated. This method is best done by utilizing a spreadsheet program. The calculated voltage at the last device on the circuit shall be a minimum of 16 volts (the minimum operating voltage required for a listed 24 vdc notification device).

Where:

V_D = Voltage Drop

V_S = Starting voltage (20.4vdc, or the end of useful battery life)

V_{EOL} = Voltage at the end-of-line resistor

I =Total load of the circuit in amperes utilizing current draws for each notification appliance @ 16vdc (the UL maximum draws at the minimum listed voltage).

R = Resistance in ohms per 1,000 feet, with respect to conductor

K = 10.64 ohms (the constant representing the mil-foot resistance of copper wire)

L = length of circuit in feet (distance from panel to end-of-line resistor for class B circuits)

CM = circular mill of wire, with respect to conductor.

V_{SOURCE} = voltage calculated at the previous device

Wire	R	CM
No 18	7.95	1,620
No 16	4.99	2,580
No 14	3.14	4,110
No 12	1.98	6,530

18.4.1.4

18.4.1.4 Audible notification appliances for alert and evacuation signal tones shall meet the requirements of 18.4.1.5. ~~18.4.3 (Public Mode Audible Requirements), 18.4.4 (Private Mode Audible Requirements), 18.4.5 (Sleeping Area Requirements), or 18.4.6 (Narrow Band Tone Signaling for Exceeding Masked Thresholds), as applicable.~~

18.4.1.5

18.4.1.5 Voice messages shall ~~not~~ be required to meet the audibility requirements of 18.4.1.7 ~~18.4.3 (Public Mode Audible Requirements), 18.4.4 (Private Mode Audible Requirements), 18.4.5 (Sleeping Area Requirements), or 18.4.6 (Narrow Band Tone Signaling for Exceeding Masked Thresholds), but~~ and shall meet the intelligibility requirements of 18.4.10. ~~where voice intelligibility is required.~~

18.4.1.7

18.4.1.7* The minimum sound level for alarm signals shall be 80 decibels, or a minimum of 15 decibels above ambient, whichever is greater, in all occupied areas for all occupancies. One of the two methods below shall be utilized to ensure that a minimum of 80 decibels, or a minimum of 15 decibels above ambient, whichever is greater, will be achieved:

(1) Audible notification devices shall be installed in each occupied area, including but not limited to spaces such as bathrooms, walk-in closets, storage rooms, and walk-in coolers/freezers.

(2) In lieu of providing audible notification devices within certain spaces, calculations may be performed in order to prove that the alarm signals from the proposed adjacent audible devices will achieve a minimum of 80 decibels, or a minimum of 15 decibels above ambient, whichever is greater, inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed.

A.18.4.1.7

A.18.4.1.7 In terms of this context, occupied areas are spaces capable of having occupancy and of such size to reasonably allow a person inside the space.

18.4.1.8

18.4.1.8 One- and Two-Family Dwellings are not required to meet the requirements of Section 18.4.1.7.

18.4.1.9

18.4.1.9 Critical care areas of health care facilities shall be allowed to have visible notification appliances in lieu of audible notification appliances when approved by the authority having jurisdiction.

18.4.1.10

18.4.1.10 Where occupants are incapable of evacuating themselves because of age, physical or mental disabilities, or physical restraint, the private mode as described in NFPA 72, National Fire Alarm Code, shall be permitted to be used when allowed by the AHJ. Only the attendants and other personnel required to evacuate occupants from a zone, area, floor, or building shall be required to be notified when allowed by the AHJ. The notification shall include means to readily identify the zone, area, floor, or building in need of evacuation.

18.5.4.3.2

18.5.4.3.2 Visible notification appliances shall be installed in accordance with Table 18.5.4.3.1(a) or Table 18.5.4.3.1(b) using one of the following:

(1) A single visible notification appliance
(2) Two visible notification appliances located on opposite walls
(3)*Two groups of visible notification appliances, where visual appliances of each group are synchronized, in the same room or adjacent space within the field of view. This shall include synchronization of strobes operated by separate systems
(4) More than two visible notification appliances or groups of synchronized appliances in the same room or adjacent space within the field of view that flash in synchronization

> *Exception: Where a portion of a room or space is remodeled and new or existing strobes are within the area of the remodel, such strobes are required to synchronize with each other, but are not required to synchronize with existing strobes in the field of view if the existing strobes are outside of the remodel area and were installed prior to the adoption of the 1996, or later, edition of NFPA 72.*

18.5.4.5.2

18.5.4.5.2 Documentation provided to the authority having jurisdiction shall be stamped by a licensed engineer and shall include the following:

(1) Inverse Square Law calculations using each of the vertical and horizontal polar distribution angles in ANSI/UL 1971, *Standard for Safety Signaling Devices for Hearing Impaired,* or equivalent.
(2) The calculations shall account for the effects of polar distribution using one of the following:
    a. The percentages from the applicable table(s) in ANSI/UL 1971, *Standard for Safety Signaling Devices for Hearing Impaired,* or equivalent.
    b. The actual results of laboratory tests of the specific appliance to be used as recorded by the listing organization.

18.5.6

18.5.6 In rooms and areas used for exhibition purposes, or in rooms and areas where racks or shelving that exceed 5' in height are expected to be installed, or in rooms and areas where wall-mounted devices may become obstructed, ceiling-mounted visual appliances shall be provided.

21.3.5

21.3.5* A lobby smoke detector shall be located on the ceiling within 21 ft (6.4 m) of the centerline of each elevator door within the elevator bank under control of the detector.

~~*Exception: For lobby ceiling configurations exceeding 15 feet (4.6 m) in height or that are other than flat and smooth, detector locations shall be determined in accordance with Chapter 17.*~~

21.7.2

21.7.2* If connected to the fire alarm system serving the protected premises, all detection devices used to cause the operation of HVAC systems smoke dampers, fire dampers, fan control, smoke doors, and fire doors shall be monitored for integrity in accordance with Section 10.17. Duct detectors connected to fire alarm systems shall be 24 vdc system-type detectors that are powered by the fire alarm system.

Exception: When duct detectors are installed in locations such as rooftops or other similar areas where extreme temperatures are to be expected, 120 vac duct detectors that are listed for the expected temperatures may be allowed to be installed when approved by the code official, as long as the duct detectors are capable of generating a trouble signal to the FACU if the power is lost, and is capable of generating a supervisory signal to the FACU when the duct detector is activated.

21.7.4

21.7.4 Smoke detectors mounted in the air ducts of HVAC systems shall initiate ~~either an alarm signal at the protected premises or~~ a supervisory signal at a constantly attended location or supervising station.

23.2.2.4

23.2.2.4 A permit is required prior to making any changes, except for room label changes.

23.7.4

23.7.4 Emergency Voice/Alarm Communication Notification Appliance Circuits. Emergency voice/alarm communication notification appliance circuits shall be capable of full-load operation with a wiring power loss not to exceed 12.5% (0.5dB) as determined in accordance with Sections 23.7.4.1, 23.7.4.2 or 23.7.4.3.

23.7.4.1 Power Loss Calculations. A calculation for each circuit shall be provided to the authority having jurisdiction demonstrating simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB). Power loss calculations similar to the following shall be used:

PLoss = 10 * Log [1 - ((2 * RL) / (2 * RL + (VLine squared / PRated))]

RL = (RRef / 1000) * D

With variables defined as follows:

D = length of wire used (in feet)
PLoss = power loss (in dB)
PRated = power driven on line from the amplifier (in watts)
RL = wire gauge resistance (in ohms)
RRef = wire resistance based on gauge of wire used (in ohms/ft.)
VLine = voltage on line (typically 25 volts or 70 volts)

Alternatively the distance may be calculated using a calculation similar to:

D = (61 / RRef) * (VLine squared / PRated)

23.7.4.2 Power Loss Tables. To ensure circuits are capable of simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB), wiring shall be limited to the distance allowed in Tables 23.7.4.2.a and 23.7.4.2.b.

Table 23.7.4.2.a, 25 V Circuit
Loudspeaker Distribution Cable Length (in feet) and Gauge for 0.5-dB Loss

Wire Gauge (AWG)	18	16	14	12	10
Cable Ohms*	7.77	4.89	3.07	1.93	1.21
Amplifier Power					
200	25	39	62	99	158
150	33	52	83	132	210
100	49	78	124	198	315
75	65	104	166	263	420
60	82	130	207	329	525

50	98	156	248	395	630
40	123	195	311	494	788
30	164	260	414	659	1050
25	196	312	497	790	1261

Table 23.7.4.2.b, 70 V Circuit
Loudspeaker Distribution Cable Length (in feet) and Gauge for 0.5-dB Loss

Wire Gauge (AWG)	18	16	14	12	10
Cable Ohms*	7.77	4.89	3.07	1.93	1.21
Amplifier Power					
200	196	312	497	790	1260
150	262	416	662	1053	1680
100	392	624	993	1580	2520
75	523	832	1324	2107	3360
60	654	1039	1656	2633	4200
50	785	1247	1987	3160	5041
40	981	1559	2483	3950	6301
30	1308	2079	3311	5267	8401
25	1570	2495	3973	6320	10081

*Cable Ohms is expressed in ohms per 1000 feet (2008 NEC Ch.9 Table 8, uncoated, single strand copper)
The length represented accounts for both wires in the circuit.

23.7.4.3 Manufacturers Power Loss Calculator. When allowed by the authority having jurisdiction manufacturers calculations showing circuits are capable of simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB) are acceptable.

23.8.4.8

23.8.4.8* Fire Extinguisher Electronic Monitoring Devices and Systems. ~~Signals from a fire extinguisher electronic monitoring device or fire extinguisher monitoring system transmitted to a fire alarm system shall be permitted to be supervisory signals.~~ When in an off-normal condition, a fire extinguisher electronic monitoring control unit shall send one, and only one, supervisory alarm signal to a building's fire alarm control unit.

23.8.5.1.2

23.8.5.1.2* Where connected to a supervising station, fire alarm systems employing automatic fire detectors or waterflow detection devices shall include a manual fire alarm box to initiate a signal to the supervising station. The fire alarm box shall be located adjacent to the fire alarm control unit.

Exception: Fire alarm systems dedicated to elevator recall control and supervisory service as permitted in Section 21.3 or fire sprinkler monitoring systems.

23.8.5.9.1

23.8.5.9.1 Where fire pumps are required to be monitored and a building fire alarm system is installed, a pump running signal shall be ~~permitted to be~~ a supervisory ~~or alarm~~ signal.

23.8.5.9.3

23.8.5.9.3 Where fire pumps are required to be monitored and a building fire alarm system is installed, the fire alarm system shall monitor all fire pump signals required at a constantly attended location in accordance with NFPA 20.

23.8.5.9.4

23.8.5.9.4 Where fire pumps are required to be monitored and a sprinkler monitoring system is installed, then the sprinkler monitoring system shall monitor all fire pump signals required at a constantly attended location in accordance with NFPA 20.

23.8.6.2

23.8.6.2* Notification Appliances in Exit Stair Enclosures, Exit Passageways, and Elevator Cars. In buildings required to be provided with emergency voice/alarm communications systems ~~N~~notification appliances shall ~~not~~ be required in exit stair enclosures, exit passageways, and elevator cars in accordance with 23.8.6.2.1 through 23.8.6.2.4.

23.8.6.2.3

23.8.6.2.3 The evacuation signal shall not be required to automatically operate in exit stair enclosures and exit passageways. Manually activated speakers shall be provided in exit stair enclosures and exit passageways in buildings required to have Emergency Voice/Alarm Communication systems in accordance with Section 24.4.

23.8.6.2.4

23.8.6.2.4 The evacuation signal shall not be required to automatically operate in elevator cars. Manually activated speakers shall be provided in elevator cars in buildings required to have Emergency Voice/Alarm Communication systems in accordance with Section 24.4.

23.8.6.3.2

23.8.6.3.2 The boundaries of notification zones shall be coincident with building outer walls, fire walls, fire barriers, or fire-resistance rated horizontal assemblies. ~~building fire or smoke compartment boundaries, floor separations, or other fire safety subdivisions.~~ Sprinkler systems serving a notification zone shall not cross over into another notification zone. For high-rise buildings, alarms shall activate on the floor of, floor below, and floor above the floor of incidence. For all other buildings, alarms shall activate throughout the notification zone of incidence.

24.4.1.8.3

24.4.1.8.3 ~~Where provided,~~ Sspeakers in each enclosed stairway, each exit passageway, and each group of elevator cabs within a common shaft shall be connected to ~~a~~ separate notification zones for manual paging only.

24.4.1.9.4

24.4.1.9.4 The boundaries of notification zones shall be coincident with building outer walls, fire walls, fire barriers, or fire-resistance rated horizontal assemblies. Sprinkler systems serving a notification zone shall not cross over the notification zone boundary. For high-rise buildings, alarms shall activate on the floor of, floor below, and floor above the floor of incidence. For all other buildings, alarms shall activate throughout the notification zone of incidence.

26.4.5.4

26.4.5.4* Retransmission Means. ~~The means of transmission shall be accepted by the Authority Having Jurisdiction and shall be in accordance with 26.3.6.1.6, 26.5.4.4 or Chapter 27.~~ Two means of retransmission shall be provided. The primary means of retransmission shall be a land-line telephone. The secondary means of retransmission shall be a dedicated cellular telephone.

Exception: Secondary power supply capacity shall be as required in Chapter 10.

26.4.6.1.1

26.4.6.1.1 A written log of all fire alarm signals shall be maintained in the Fire Command Center including:

1. the investigating person's name
2. the device address
3. the type of alarm
4. the date and time of receipt of fire alarm signals
5. the cause and disposition of fire alarm signals

26.6.3.1.4.3

26.6.3.1.4.3 Internet Protocol Technology

When utilizing network interface (Internet Protocol) signal transmission equipment, the supervising station shall regularly communicate (poll) with the transmitter at least once every 75 seconds and be allowed 15 seconds for the acknowledgment of such signals. Retry shall be 3 seconds between each communications attempt. A Secondary transmission means shall be provided per Section 26.6.3.2.1.4. The use of VOIP technology is not permitted.

29.8.2.2

29.8.2.2 The interconnection of smoke or heat alarms shall comply with the following:

(1) Smoke or heat alarms shall not be interconnected in numbers that exceed the manufacturer's published instructions.

(2) In no case shall more than 18 initiating devices be interconnected (of which 12 can be smoke alarms) where the interconnecting means is not supervised.

(3) In no case shall more than 64 initiating devices be interconnected (of which 42 can be smoke alarms) where the interconnecting means is supervised.
(4) Smoke or heat alarms shall not be interconnected with alarms from other manufacturers unless listed as being compatible with the specific model.
(5) When alarms of different types are interconnected, all interconnected alarms shall produce the appropriate audible response for the phenomena being detected or remain silent.
(6) For applications that require supervision, a listed control unit shall be installed.

NFPA 86

6.2.5.1(A) Manual Shutoff Valves.

(A) Individual manual shutoff valves for equipment isolation shall be provided for shutoff of the fuel to each piece of equipment. Valves for fuel supply lines shall be located within 6 feet (1829 mm) of the appliance served.

> **Exception:** When approved and the valve is located in the same general area as the appliance served.

NFPA 160

5.5.1(3)

5.5.1(3) An approved fire watch according to IFC Section 901.7 ~~capable of directing the operation of all fire protection and life safety systems installed in the building is present~~.

7.1.4

7.1.4 The separation distance between the flame effect and the audience shall be such that the incident thermal radiation received does not exceed that calculated by the following equation:

T= [35 / q] ^ 1.33

Where:

T= time in seconds

q = incident thermal flux in kW/ m^2

The value of q can also be taken from Figure A7.1 of NFPA 160.

When applying the preceding equation to an effect with a duration of 4 seconds or less, the time used in calculating the maximum acceptable level if incident thermal flux shall correspond to the root mean squared (RMS) value of the peak incident thermal flux.

The incident radiation should not cause the surface temperature of the exposed skin of a member of the audience to exceed 111° F (44.0) °C. Incident radiation shall be measured with a radiometer. Skin temperature may also be measured with an infrared surface temperature thermometer or other equivalent means.

8.1.3

8.1.3 The operator shall be licensed in accordance with NRS 477 and NAC 477.

NFPA 385

9.2.3

9.2.3 ~~During transfer of Class I liquids,~~ ~~m~~Motors of tank vehicles or motors of auxiliary or portable pumps shall be shut down during the making and breaking of hose connections.

9.2.3.1

9.2.3.1 Where loading or unloading is done without requiring the use of the motor of the tank vehicle, the motor shall be shut down throughout the transfer operations. ~~of Class I liquids.~~

9.3.3

9.3.3 Fire extinguishers shall be kept in good operating condition at all times and shall be located in an accessible place on each tank vehicle. During unloading of the tank vehicle, the portable fire extinguisher shall be out of the carrying device on the vehicle and shall be 15 feet (4572 mm) or more from the unloading valves.

NFPA 407

5.3.4

5.3.4 Emergency fuel shutoff systems shall be operationally checked at intervals not exceeding ~~6~~ 3 months. Each individual device shall be checked at least once during every 12-month period.

5.10.1

5.10.1 Aircraft fuel servicing (also called aircraft fuel-transfer operations) shall be performed outdoors. Aircraft fuel servicing incidental to aircraft fuel system maintenance operations shall comply with the requirements of NFPA 410.

> **Exception:** In aircraft hangers built in accordance with the provisions of the International Building Code for Group F-1 occupancies, aircraft fuel transfer operations are allowed where:
>
> 1. Necessary to accomplish aircraft fuel-system maintenance operations. Such operations shall be performed in accordance with nationally recognized standards; or
> 2. The fuel being used has a flash point greater than 100 degrees F.

5.12.3

5.12.3 Parking brakes shall be set on all fuel servicing vehicles or carts before operators begin the fueling operations. At least two chock blocks not less than 5 inches by 5 inches by 12 inches (127 mm by 127 mm by 305 mm) in size and dished to fit the contour of the tires shall be utilized and positioned in such a manner as to preclude movement of the vehicle in any direction.

5.13.4

5.13.4 Where the open-hose discharge capacity of the fueling system is not more than 200 gallons per minute, a minimum of two listed portable fire extinguishers having a minimum rating of 20-B:C shall be provided. Where the open hose discharge capacity of the aircraft fueling system or equipment is more than 200 gpm ~~(750 L/min)~~ but not more than 350 gallons per minute, at least one listed wheeled extinguisher having a rating of not less than 80-B:C and a minimum capacity of 125 lb ~~(55 kg)~~ of agent shall be provided. Where the open hose discharge capacity of the fueling system is more than 350 gallons per minute, a minimum of two listed wheeled extinguishers having a minimum rating of 80 B:C each and a minimum capacity of 125 lb of agent shall be provided.

NFPA 1126

8.1.6.1

8.1.6 Fire Detection and Life Safety Systems.

8.1.6.1 Indoor pyrotechnic displays shall only be permitted in venues provided with automatic sprinklers throughout.

8.1.6.2

8.1.6.2 Portions of fire detection ~~and life safety~~ systems specific and limited to the pyrotechnic effects shall be permitted to be ~~interrupted,~~ bypassed, only as required to prevent a nuisance alarm during the operation of ~~temporarily installed~~ pyrotechnic effects when the following conditions are met:

(1) Approval of the authority having jurisdiction and as defined on the permit application.
(2) Approval by the owner, venue operator ~~owner's~~ or their agents.
(3) Presence of an approved fire watch capable of directing the operation of all fire detection and life safety systems installed in the building.
(4) Waterflow switches and fire alarm notification systems shall not be permitted to be disabled or bypassed.
(5) System bypass shall only be performed by a licensed fire alarm contractor or an owner's representative as approved by the authority having jurisdiction.

NFPA 2001

5.1.1

5.1.1 Specifications. Specifications for total flooding and local application clean agent fire extinguishing systems shall be prepared under the supervision of a person fully experienced and qualified in the design of such systems and with the advice of the AHJ. Starting on January 1, 2012, plans for clean agent extinguishing system installations shall have a wet signature of a minimum NICET Level II designer for Special Hazards Suppression Systems. The specifications shall include all pertinent items necessary for the proper design of the system, such as the designation of the AHJ, variances from the standard to be permitted by the AHJ, design criteria, system sequence of operations, the type and extend of the approval testing to be performed after the installation of the system, and owner training requirements.

5.1.2.2 (23)

5.1.2.2(23) Complete step-by-step description of the system sequence of operations, including, but not limited to, the operation of all applicable initiating devices, the operation of audible and visual pre-discharge and post-discharge alarms, functioning of abort and maintenance switches, delay timers, and emergency power shutdown.

5.1.2.2 (28)

5.1.2.2(28) Pressure relief vent area, or equivalent leakage area, for the protected enclosure to prevent development, during system discharge, of pressure difference across the enclosure boundaries that exceeds a specified enclosure pressure limit. For clean agent systems that utilize inert gases as the extinguishing agent, an analysis prepared by a licensed engineer that provide vent area calculations shall be submitted and approved.

5.3.6

5.3.6 The protected enclosure shall have the structural strength and integrity necessary to contain the agent discharge. If the developed pressures present a threat to the structural strength of the enclosure, venting shall be provided to prevent excessive pressures. Designers shall consult system manufacturer's recommended procedures relative to enclosure venting. [For pressure relief vent area or equivalent leakage area, see 5.1.2.2(28)]. For clean agent systems that utilize inert gases as the extinguishing agent, a licensed engineer shall provide a report which includes the pressure relief vent area calculations and includes the design of the overall ventilation system serving the enclosure(s) in order to ensure that the ventilation system will prevent over-pressurization and potential structural damage to the enclosure(s).

A SUPPLEMENTAL DOCUMENT AMENDING 1) THE SOUTHERN NEVADA FIRE CODE AMENDMENTS, WHICH AMEND THE INTERNATIONAL FIRE CODE, 2009 EDITION, AND 2) THE INTERNATIONAL FIRE CODE, 2009 EDITION

For local purposes, certain chapters, parts, sections, subsections and other subdivisions of the International Fire Code, 2009 Edition (IFC) have been amended, modified, deleted or added to by the Southern Nevada Fire Code Amendments (the Southern Nevada Amendments). For City purposes:

–Certain provisions of the Southern Nevada Amendments are deleted or amended as provided for in this Supplemental Document; and

–Certain provisions of the IFC are deleted, modified or added to as is provided for in this Supplemental Document.

Except as otherwise indicated, City amendments to the Southern Nevada Amendments or the IFC are shown below by the use of strikethrough for matter deleted and underlining for matter being added. Matter that was underlined or shown with strikethrough in the Southern Nevada Amendments for purposes of showing Southern Nevada amendments to the IFC is not so shown in this Supplemental Document, in order to show how City amendments differ from the Southern Nevada Amendments.

If a conflict exists between any provisions of this Supplemental Document and any provisions of the Southern Nevada Amendments or the IFC, the provisions of this Supplemental Document shall prevail.

The following provisions of the Southern Nevada Amendments are deleted in their entirety:

–Section 105.6.49 (Fire Pumps)
–Section 105.6.50 (Fire Suppression and Extinguishing Systems)
–Section 105.6.56 (Proprietary /self-monitoring)
–Section 105.7.17 (Fire apparatus access road plan)
–Section 105.7.19 (Proprietary (self) monitoring facilities)
–Section 105.7.21 (Refrigeration systems)
–Section 105.7.24 (Water tanks)
–Section 108 (Board of Appeals) (NOTE: The effect of this deletion is to restore the applicability of Section 108 of the IFC)
–Section 903.3.8 (Antifreeze systems and systems with chemical additives)
–Section 3006.5 (Medical gas system plan submittal)
–Section 3006.6 (Medical gas systems, testing)
–Section E102.2.2.4 (Radioactive materials)
–Appendix H and Appendix K, as shown in the entry for Section 101.2.1 below
–NFPA 13, Section 8.15.19.1.4 (relating to flexible sprinkler hose drops)

Section 101.2.1 of the IFC is amended to read as follows:

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically

adopted.

The following appendices are hereby adopted and are a part of this code:

Appendix A – Board of Appeals
Appendix B – Fire-flow requirements for buildings, as amended
Appendix C – Fire hydrant locations and distribution, as amended
Appendix F – Hazard Ranking
~~Appendix H – Hazardous materials management plan (HMMP) and hazardous materials inventory statement (HMIS) instructions~~
Appendix J – Emergency responder radio coverage system, as amended
~~Appendix K – Proprietary(self) monitoring, as amended~~
Appendices L and M, as added by this Supplemental Document

Section 105.6.62 is added to the IFC as follows:

105.6.62 Battery Systems. An operational permit is required for stationary lead-acid battery systems having a liquid capacity of more than 100 gallons in sprinklered buildings, or 50 gallons in non-sprinklered buildings. See Section 608.

Section 105.6.63 is added to the IFC as follows:

105.6.63 Commercial Barbecue. An operational permit is required for a commercial barbecue in a fixed outdoor location, as referred to in Section 307.4.4 of the Southern Nevada Amendments.

Section 105.7.3 of the Southern Nevada Amendments is amended to read as follows:

105.7.3 Compressed gases. When the compressed gases in use or storage exceed the amounts listed in Table 105.6.8, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service or close or substantially modify a *compressed gas system.*

Exceptions:
1. Routine maintenance.
2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

~~A construction permit is required to install, extend, alter, or modify a medical gas system. Exception: Level 3 compressed air and/or piped vacuum systems as defined by NFPA 99, Standard for Health Care Facilities.~~

Section 105.7.10 of the IFC is amended to read as follows:

105.7.10 LP-Gas. A construction permit is required for the installation of or modification to an LP-Gas system.

Exception: Installations with an aggregate water capacity of less than 288 gallons (1090L) serving one- and two-family dwellings.

Section 308.1.4 of the Southern Nevada Amendments is amended to read as follows:

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices, including electric barbecues that produce open flames, shall not be located above the first story, or operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family *dwellings*.

Section 401.3.2 of the Southern Nevada Amendments is amended to read as follows:

401.3.2 Alarm activations. Upon activation of a water flow signal, employees or staff shall immediately notify the fire department.

~~**Exception:** For approved proprietary supervising station systems (self-monitoring systems), the fire department shall be notified as required by the *fire code official*.~~

Section 503.1.1 of the Southern Nevada Amendments is amended to read as follows:

503.1.1 Buildings and facilities. Approved fire apparatus roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

~~**Exception:** The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where:~~

~~1. The building, except for a Group H and/or high-pile storage occupancy, is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3.~~

~~a. Where the building is protected with an approved automatic sprinkler system in accordance with minimum requirements, the fire apparatus roads shall extend to within 250 feet (76 420 mm) of all portions of~~

~~the facility and all portions of the exterior walls of the first story of the building.~~

~~b. Where the building is protected with an approved upgraded automatic sprinkler system in accordance with the minimum requirements for the upgraded sprinkler system design, the fire apparatus roads shall extend to within 350 feet (106 680 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For the purposes of this section, an upgraded sprinkler system shall be in accordance with the following table:~~

~~**Minimum Code-Required System**~~	~~**Upgraded System for 350 feet from fire apparatus lanes**~~
~~NFPA 13D~~	~~NFPA 13R~~
~~NFPA 13R~~	~~NFPA 13, Light Hazard~~
~~NFPA 13, Light Hazard~~	~~NFPA 13, Ordinary Hazard Group 1, with quick-response sprinklers~~
~~NFPA 13, Ordinary Hazard Group 1~~	~~NFPA 13, Ordinary Hazard Group 2~~
~~NFPA 13, Ordinary Hazard Group 2~~	~~NFPA 13, Extra Hazard Group 1~~
~~NFPA 13, Extra Hazard Group 1~~	~~NFPA 13, Extra Hazard Group 2~~
~~NFPA 13, Extra Hazard Group 2~~	~~As approved by the *fire code official*~~

~~2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.~~

~~3. There are not more than two Group R-3 or Group U occupancies or single-family dwellings built under the IRC.~~

Exceptions:

1. The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where the circumstances described in both Paragraphs a and b below are met:
   a. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided. Such approved alternatives may include standpipes or secondary water supplies.
   b. The building, except for a Group H and/or high-pile storage occupancy, is equipped throughout with an approved automatic

sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.

i. Where the building is protected with an approved automatic sprinkler system in accordance with minimum requirements, the fire apparatus roads shall extend to within 250 feet (76 420 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For R-3 Occupancies, see Section 903.2.8.2.3.

ii. Where the building is protected with an approved upgraded automatic sprinkler system in accordance with the minimum requirements for the upgraded sprinkler system design, the fire apparatus roads shall extend to within 350 feet (106 680 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For the purposes of this subparagraph, an upgraded sprinkler system shall be in accordance with the following table:

Minimum Code-Required System	**Upgraded System for 350 feet from fire apparatus lanes**
NFPA 13D	NFPA 13R (See Section 903.2.8.2.3)
NFPA 13R (Group R-1, R-2 Occupancies)	NFPA 13, Light Hazard
NFPA 13, Light Hazard	NFPA 13, Ordinary Hazard Group 1, with quick-response sprinklers
NFPA 13, Ordinary Hazard Group 1	NFPA 13, Ordinary Hazard Group 2
NFPA 13, Ordinary Hazard Group 2	NFPA 13, Extra Hazard Group 1
NFPA 13, Extra Hazard Group 1	NFPA 13, Extra Hazard Group 2
NFPA 13, Extra Hazard Group 2	As approved by the *fire code official*

2. The 150 foot requirement of this Section does not apply to the following:
   a. Detached gazebos for residential and public uses.
   b. Independent buildings, such as restrooms or snack shops, that are associated with golf courses, parks and similar uses and that do not exceed 400 square feet (37 m^2) in size.
   c. Detached equipment or storage buildings for commercial use that do not exceed 400 square feet (37 m^2) in size.

Section 503.1.2 of the IFC is amended to read as follows:

503.1.2 Additional secondary access. ~~The *fire code official* is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.~~ *Approved* secondary access shall be provided for developments with more than 100 dwelling units, road(s) with dead ends or with a single point of access in excess of 600 ft, and for all commercial and multi-family residential developments.

Section 503.2.1 of the Southern Nevada Amendments is amended to read as follows:

~~**503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved access gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).~~

503.2.1 Dimensions for Access Roads Serving R-1 and R-2 Occupancies. Fire apparatus access roads serving R-1 and R-2 occupancies as defined in IBC Section 310 shall have an unobstructed width of not less than 36 ft (10.97 m) flow-line to flow-line except for approved security access gates installed in accordance with Section 503.6 which can be reduced to 20 feet (6096 mm), and shall have an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). Parking will be permitted on both sides of the fire apparatus access road.

Exception: Private drive aisles, driveways, etc. shall be allowed to be reduced to a minimum width of 24 ft (7.32 m) wide when serving no more than 6 residences, and when there will be no on-street parking allowed.

Section 503.2.1.1 is added to the IFC to read as follows:

503.2.1.1 Dimensions for Access Roads Serving Occupancies Other than R-1 and R-2 Occupancies. Fire apparatus access roads in R-3 occupancies as defined in IBC Section 310 may be reduced to 24 ft (7.32m) wide if all buildings fronting the street are provided with an automatic sprinkler system installed in accordance with Section 903.2.8.2.3, and shall have an unobstructed vertical clearance of not less than 13 feet 6 inches (4115mm). Parking will be permitted on both sides of the fire apparatus access road.
For all other occupancy types as defined in Chapter 3 of the IBC, the unobstructed width of fire apparatus access roads shall be as follows:

1. Not less than 40 ft (12.19 m) wide, flow-line to flow-line, where parking is permitted on both sides of fire apparatus access road.
2. Not less than 32 ft (9.75 m) wide, flow-line to flow-line, where parking is permitted only on one side of the fire apparatus access road.
3. Not less than 24 ft (7.32 m) wide, flow-line to flow-line, where no parking is permitted on either side.

4. Not less than 24 ft (7.32 m), for designated fire apparatus access roads through parking lots.

Section 503.2.3 of the Southern Nevada Amendments is amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus, with a minimum vehicle load of ~~18,000~~ 20,000 pounds per axle, and shall be surfaced and paved so as to provide all-weather driving capabilities.

Exception: Temporary access roads serving only buildings under construction shall not be required to be paved, but shall comply with all other requirements of Section 503.2.3.

Section 503.2.5 of the IFC is amended to read as follows:

503.2.5 Dead Ends. Dead end fire apparatus access roads in excess of 150 feet (45 720mm) in length shall be provided with an *approved* ~~area for turning around fire apparatus.~~ turn around having a minimum diameter of 81 feet (24 690 mm) flow line to flow line.

Section 503.3 of the Southern Nevada Amendments is amended to read as follows:

503.3 Marking. Fire apparatus access roads shall be marked where required to prohibit parking and other obstructions. Marking shall consist of painting the curb, or the side of the street, where no curb is present, with a suitable coat of industrial red enamel along the entire length of road where parking is prohibited. Each section of curb that is painted red shall also be marked by signage stating "NO PARKING FIRE LANE." Signs are to be installed no higher than 10 feet or less than 6 feet from the surface of the roadway. Signs shall be located at each end of painted curb, and additionally in between so that the maximum separation between signs is 100 feet, as measured along the centerline of the fire apparatus access road. (See Type "A" sign in Appendix M.)

In lieu of providing multiple signs, where a minimum of one sign is provided at every entrance stating "ON-STREET PARKING IN MARKED FIRE LANES PROHIBITED" (See Type "B" sign in Appendix M), required fire lanes may be marked by painting the words "NO PARKING FIRE LANE," over the face of the red-painted curbs. The words on the curbs shall be painted in white letters not less than 4 inches in height with a brush stroke of not less than 3/4 inch. The maximum separation between words shall be 50 feet, as measured along the centerline of the fire apparatus access lane. (See Type "C" sign in Appendix M.)

Section 510.3 of the Southern Nevada Amendments is amended to read as follows:

510.3 Emergency responder radio coverage in existing buildings. Existing buildings that

do not have approved radio coverage for emergency responders within the building shall be equipped with such coverage as required by this section and Appendix J. ~~according to one of the following:~~

~~1. Wherever existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with Section 510.1, Exception 1.~~

~~2. Within a time frame established by the adopting authority.~~

~~**Exception:** Where a building is provided with an existing wired communication system that can be expanded to cover areas lacking radio coverage in accordance with Section 510.2.~~

Section 610 is added to the IFC to read as follows:

SECTION 610
AUTOMATIC EXTERNAL DEFIBRILLATORS

610.1 Where required. Automatic External Defibrillators (AED's) shall be provided in the following new and existing locations:

1. Assembly occupancies that can accommodate more than 1,000 occupants.
   Exception: Assembly occupancies used primarily for worship.
2. Government-owned or government employee-occupied buildings that can accommodate more than 100 occupants.
3. All high-rise buildings.

610.2 Distribution of AED's. AED's shall be provided and distributed so that an AED will be within a three minute travel distance to any location on the property (approximately 300 ft).

610.3 Other requirements. AED's shall be conspicuously located where they will be readily accessible and immediately available when needed, both for site employees and the general public.

610.4 Owner/occupant responsibility. It shall be the responsibility of the owner/occupant of the facility to provide and maintain AED's as required by Section 610.1 and to provide training to designated employees on the proper use of the AED's.

Section 903.2 of the Southern Nevada Amendments is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided, in accordance with this Section, throughout all buildings, regardless of occupancy type, including buildings built under the IRC, exceeding 5,000 sq ft (464 m^2) in building area, and ~~additionally~~ in locations described in Section 903.2.1

through 903.2.12. In addition, the requirements of this Section apply to all new buildings and structures that are greater than two stories in height, including any height added by usable floor space.

Exceptions:

1. R-3 Occupancies (See Section 903.2.8)
~~1.~~ 2. Open parking garages for vehicle storage only, with no other occupancy above any part of the open parking garage structure. ~~are not required to be protected with automatic sprinklers.~~
~~2.~~ 3. Buildings, structures, or service equipment and installations directly used in utility generation or distribution which are installed on properly recorded easements belonging to water, gas, power, telephone, or other utility companies that are preemptively regulated by the Nevada ~~Pubic Service~~ Public Utilities Commission, a State of Nevada charter, or other public franchise. This Exception does not apply to non-exempted buildings or structures containing occupiable spaces such as offices, meeting rooms, service counters, public restrooms, or other normally occupied space.

If any fire area in a building or structure is provided with fire sprinklers, whether required or not, all fire areas in the building or structure shall be provided with fire sprinklers.

Exceptions:

1. Where a building is subdivided into separate buildings, each having a total building area of less than 5,000 sq ft (464 m^2), by 4-hour rated fire walls with no openings constructed in accordance with the IBC.
2. Special hazard areas that require sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers, when approved by the code official.

For new construction expanding existing buildings, where an addition to any existing non-sprinklered building or structure expands the total area to greater than 5,000 square feet (464 m^2), the entire building, including the existing portions, shall be provided with fire sprinklers.

Exceptions:

1. Group R-3 occupancies and single-family dwellings built under the IRC with fire flow in accordance with Appendix B.
2. Where the area of the addition does not exceed 25% of the original building area at the time of construction and the area of the addition does not exceed 5,000 square feet (464 m^2).

Section 903.2.8 of the Southern Nevada Amendments is amended to read as follows:

903.2.8 Group R. An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*: in accordance with Sections 903.2.8.1 through 903.2.8.2.3.

When required by Nevada Administrative Code Section 449.211, residential facilities for groups shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2 (NFPA 13-R).

Section 903.2.8.1 through 903.2.8.2.3 are added to the IFC to read as follows:

903.2.8.1 Group R-1 and R-2 Occupancies. An automatic sprinkler system shall be provided for all Group R-1 and R-2 occupancies in accordance with Section 903.3.

903.2.8.2 Group R-3 Occupancies Generally. Automatic sprinkler systems shall be provided for Group R-3 occupancies in accordance with Sections 903.2.8.2.1 and 903.2.8.2.2.

903.2.8.2.1 Group R-3 Occupancies–International Building Code. Buildings constructed under the International Building Code shall be protected throughout by an automatic sprinkler system in accordance with NFPA 13, 13R, or 13D, as permitted by the International Building Code. The automatic sprinkler system shall also meet the requirements of Section 903.2.8.2.3.

903.2.8.2.2 Group R-3 Occupancies–International Residential Code. Buildings constructed under the International Residential Code shall be protected throughout by an automatic sprinkler system when required by the International Residential Code or under either of the following circumstances:

1. Where required by Sections 503 or 507 of this code, in which case automatic fire sprinklers shall be installed in accordance with Section 903.2.8.2.3.
2. When the total area of the building exceeds 10,000 ft^2 (929 m^2) or is more than two stories in height, including any height added by usable floor space, in which case an automatic sprinkler system meeting the minimum requirements of NFPA 13D and Section 903.2.8.2.3 shall be installed.

903.2.8.2.3 Mitigation Matrix. When an automatic sprinkler system is being installed, or the type of system is upgraded to mitigate the minimum requirements for fire department access or water supply as required by Sections 503 or 507, the automatic sprinkler system design requirements in Table 903.2.8.2.3 shall apply.

Table 903.2.8.2.3
Mitigation Matrix for Group R-3 Occupancies [4]

Building Area Size Range in Square Feet (sf) [6]	Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size [5]	Sprinklers Required in Areas Subject to Freezing
≤ 3,600 sf	Standard NFPA 13D [1]	No	1"	3/4"	No
≥3,600 sf and ≤ 10,000 sf	Enhanced NFPA 13D [1,2]	No	1"	3/4"	No
≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	Yes	N/A	N/A	Yes
≥ 15,000 sf	Modified NFPA 13 [1]	Yes	N/A	N/A	Yes

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system."
[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached buildings with one or more sleeping rooms shall be protected by an Enhanced NFPA 13D system.
[4] Excluding occupancies used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire department.
[6] "Building area" is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.

Section 903.2.9 of the Southern Nevada Amendments is amended to read as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds ~~12,000 square feet (1115 m²).~~ 2,500 square feet (279 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
4. ~~A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m²).~~
5. ~~A Group S-1 fire area used for self-storage where the fire area exceeds 2,500 square feet (279 m²).~~

Section 903.2.13 is added to the IFC to read as follows:

903.2.13 Fire Stations. All new fire stations shall be protected throughout by an *approved automatic sprinkler system.*

Section 907.2.13.1.1.2 is added to the IFC to read as follows:

907.2.13.1.1.2 Sounder Base Smoke Detectors. In a structure classified as a high-rise building with R-1, R-2 or R-3 occupancies, in lieu of installing stand-alone smoke alarms, system-type smoke detectors with sounder bases shall be installed in every guest room, living area and sleeping room within the guest suite or unit.
Activation of said devices shall send a supervisory alarm signal to the building fire alarm control unit. The smoke detector sounder shall sound only within the individual dwelling unit, suite of rooms, or similar area and shall not actuate the building fire alarm occupant notification system, unless otherwise permitted by the *fire code official.*

Section 907.7.5 of the Southern Nevada Amendments is amended to read as follows:

907.7.5 Monitoring. Fire alarm systems required by this chapter or by the IBC shall be monitored by an approved supervising station in accordance with NFPA 72. Home care facilities that are licensed by the State of Nevada are also required to be monitored per this section. ~~Proprietary Supervising Station Systems (also called self-monitoring systems), when allowed by the fire code official, shall be in accordance with the IFC, with NFPA 72, and with the fire code official guidelines.~~

Exception: Monitoring by a supervising station is not permitted unless specifically approved by the *fire code official* for:

1. Single- and multiple station smoke alarms required by Section 907.2.11.
2. Automatic sprinkler systems in one- and two-family dwellings.
3. ~~Manual fire alarm systems, when provided with approved signs in the following locations: directly below the horn and strobe located on the exterior of the building and adjacent to each manual pull station. The signs shall read as follows: WHEN ALARM SOUNDS - CALL 911. The signs below the horns and strobes shall be of durable material with permanent lettering having a 2" minimum height and minimum1/2" stroke on a contrasting background. The sign adjacent to each pull station shall be of durable material with permanent lettering having a 1/4" minimum height on a contrasting background.~~

In occupancies provided with a fire alarm system, the following five distinctly different alarm signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm, if provided with a fire sprinkler system.
2. Fire Alarm.
3. System Trouble.
4. Supervisory, when applicable.
5. Valve Tamper Supervisory, if provided with a fire sprinkler system.

The supervising station shall only retransmit Water Flow Alarm signals to the Fire Department, unless otherwise required by the *fire code official.*

Section 909.20 of the Southern Nevada Amendments is amended to read as follows:

909.20 Maintenance. Smoke control systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of controlling smoke for the duration required.

Inspection and periodic testing of existing smoke control systems shall be performed in accordance with the ~~Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification,~~ City of Las Vegas "Smoke Control System Testing & Recertification" policy, the manufacturer's instructions, and Sections 909.20.1 through 909.20.5.

Section 914.7.1 of the IFC is amended to read as follows:

914.7.1 Automatic sprinkler system. Special amusement buildings shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1. Where the special amusement building is temporary, the sprinkler water supply shall be of an *approved* temporary means.

~~**Exception:** Automatic sprinklers are not required where the total floor area of a temporary special amusement building is less than 1,000 square feet (93 m^2) and the travel distance from any point to an *exit* is less than 50 feet (15 240 mm).~~

Section 1412.4.1 of the Southern Nevada Amendments is amended to read as follows:

1412.4.1 Separation up to 20 feet (6.1 m). Where the structure is separated 20 feet (6.1 m) or less from ~~property lines against property lines that has an existing structure or otherwise can be constructed upon,~~ adjacent property lines or assumed lot lines as determined in accordance with Chapter 7 of the IBC, a fire flow of no less than 100% of the required fire flow, including all required hydrant locations, shall be provided.

Section 1412.4.2 of the Southern Nevada Amendments is amended to read as follows:

1412.4.2 Separation greater than 20 feet (6.1 m) up to 60 feet (18.3 m). Where the structure is separated greater than 20 feet (6.1 m) and up to 60 feet (18.3 m) from ~~property lines against property that has an existing structure or otherwise can be constructed upon,~~ adjacent property lines or assumed lot lines as determined in accordance with Chapter 7 of the IBC, a fire flow of no less than 50% of the required fire flow shall be provided~~:~~ , and in no event less than 1,500 gpm. Sufficient hydrants to accommodate the required flow shall be provided, subject to approval by the *fire code official.*

Section 1412.4.3 of the Southern Nevada Amendments is amended to read as follows:

1412.4.3 Separation greater than 60 feet (18.3 m). Where the structure is separated greater than 60 feet (18.3 m) from ~~property lines against property that has an existing structure or otherwise can be constructed upon, fire flow shall be provided in accordance with Section 1412.2.~~ adjacent property lines or assumed lot lines as determined in accordance with Chapter 7 of the IBC, fire flow no less than 1,500 gpm shall be provided. The fire hydrant(s) shall be within 300 feet of the structure protected.

Section 2206.2.3 of the Southern Nevada Amendments is amended so that the material before Paragraphs 1-4, as they appear in the IFC, reads as follows, with Paragraphs 1-4 of the section as they appear in the IFC remaining intact:

2206.2.3 Above-ground tanks located outside, above grade. Above-ground tanks shall not be used for the storage of Class I, II, or IIIA liquid motor fuels except ~~as provided by this section.~~ when the tank is located within a parcel that is zoned for industrial use (M Zoning District) in accordance with the Title 19 of the Las Vegas Municipal Code. The applicant is responsible for obtaining any use permits as required by the planning or zoning authority. Fuel tanks shall be installed in accordance Paragraphs 1-4 of this section.

Section 2306 of the IFC is amended by deleting from Table 2306.2 that appears therein (relating to general fire protection and life safety requirements) the entries on the following rows:

–Option 2 for Commodity Class I-IV
–Option 2 for Commodity Class High Hazard

Section 3303.8 of the Southern Nevada Amendments is amended to read as follows:

~~**3303.8 Shot reports.** Shot reports shall be maintained for every blast and for every pyrotechnical event. These reports shall be available to the *fire code official* upon request within 48 hours. The report shall at a minimum contain the following information:~~

~~1. Date and time of the blast or pyrotechnical event.~~
~~2. Company name and contact information.~~
~~3. Location of the blast or pyrotechnical event.~~
~~4. Weather conditions including temperature and wind speed.~~
~~5. Quantity and description of all materials used.~~
~~6. A list of any unspent or misfired products.~~
~~7. A list of all personnel present.~~
~~8. The license type and card number of the blaster or shooter.~~
~~9. The signature of the blaster or shooter in charge.~~
~~10. For blasting operations the report shall include the seismic data.~~

3303.8 Development-related blasting reports. Reports shall be maintained for every development-related blasting event. These reports shall be available to the *fire code official* upon request within 48 hours. The report shall at a minimum contain the following information:

1. Date and time of the blasting.
2. Company name and contact information.
3. Location of the blast.
4. Weather conditions including temperature and wind speed.
5. Quantity and description of all materials used.
6. A list of all personnel present.
7. The license type and card number of the blaster or shooter.
8. The signature of the blaster or shooter in charge.
9. For blasting operations the report shall include the seismic data.

Section 3404.2.9.6.1 of the IFC is amended to read as follows:

3404.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I, II and III liquids in above-ground tanks outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited (see Section 3 of the Sample Ordinance for Adoption of the *International Fire Code* on page v).~~

Exceptions:

1. Fuel tanks for emergency generators and fire pumps installed in accordance with Section 3404.5.
2. Fuel tanks located within a parcel that is zoned for industrial use (M Zoning District) in accordance with the Title 19 of the Las Vegas Municipal Code. The applicant is responsible for obtaining any use permits as required by the planning or zoning authority.

Section 3406.2.4.4 of the Southern Nevada Amendments is amended to read as follows:

3406.2.4.4 Locations where above-ground tanks are prohibited. ~~The storage of class I, II, and class III liquids in above-ground tanks outside of buildings is prohibited.~~

~~**Exception:** When approved by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official.*~~

See Section 3404.2.9.6.1

Section 3801.2.1 is added to the IFC to read as follows:

3801.2.1 Special use permit. A special use permit must be obtained in accordance with

Chapter 19.04 of the Las Vegas Municipal Code for liquefied petroleum gas storage containers with an aggregate water capacity exceeding 288 gallons (1090 L).

Section 3804.2 of the Southern Nevada Amendments is amended to read as follows:

~~**3804.2 Liquefied petroleum gas storage containers.** The storage of liquified petroleum gas is prohibited.~~

~~**Exception:** When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.~~

3804.2 Maximum capacity within established limits. The aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L).

Exception: Installations located within a parcel that is zoned for industrial use (M Zoning District) in accordance with the Title 19 of the Las Vegas Municipal Code. Additionally, when required by the *fire code official*, additional fire protection shall be provided for such installations in accordance with NFPA 58, Section 6.25.

Section 4603.4.2 of the IFC is amended to read as follows:

~~**4603.4.2 Group I-2.** An *automatic sprinkler system* shall be provided throughout existing Group I-2 fire areas. The sprinkler system shall be provided throughout the floor where the Group I-2 occupancy is located, and in all floors between the Group I-2 occupancy and the *level of exit discharge*.~~

4603.4.2 Group I. An *automatic sprinkler system* shall be provided throughout all existing Group I Fire areas.

Section 4603.4.3 is added to the IFC to read as follows:

4603.4.3 Group R-4 residential care/assisted living facilities. Each existing residential care/assisted living facility that is required to be licensed by the State of Nevada shall be provided with an automatic sprinkler system in accordance with NFPA 13R. Each existing facility shall be brought into compliance within the time frame established for that facility by the *fire code official*.

Section 4603.6 of the Southern Nevada Amendments is amended to read as follows:

4603.6 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code. When required by the *fire code official*, when a fire

alarm control unit is upgraded, or when a fire alarm control unit is replaced by a different model, the fire alarm system shall be upgraded in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code.

~~**Exception:** Occupancies with an existing previously approved fire alarm system.~~

Section B105.2 of Appendix B, as adopted in the Southern Nevada Amendments, is amended to read as follows:

B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

Exceptions:

~~1. When a building is provided with an approved automatic sprinkler system throughout, a reduction in the required fire flow of 50% is permitted.~~

~~2. A reduction in the required fire flow of 25% is permitted in buildings with: floors used for human occupancy more than 3 stories in height or more than 55 feet above the lowest level of fire apparatus access; OR containing high-piled combustible storage protected by other than ESFR fire sprinklers; OR flammable/combustible liquids in excess of the maximum allowable quantity; OR hazardous materials in excess of the maximum allowable quantity.~~

~~3. A reduction in the required fire flow of 50% is permitted in buildings with high-piled combustible storage protected by ESFR fire sprinklers.~~

~~4. The resulting fire flow for all buildings shall not be less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in table B105.1.~~

The following exceptions apply to the extent specified, but in no case shall the reduction in required fire flow result in fire flow that is less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in Table B105.1.

1. When a building is provided with an approved NFPA 13 or NFPA 13R automatic sprinkler system throughout, a reduction in the required fire flow of 50% is permitted.
2. A reduction in the required fire flow of 25% is permitted in buildings that qualify under any of the following:
    a. Buildings with floors used for human occupancy more than 3 stories in height or more than 55 feet above the lowest level of fire apparatus access.
    b. Buildings containing high-piled combustible storage.
    c. Buildings containing flammable/combustible liquids in excess of the

maximum allowable quantity.

d. Buildings that contain hazardous materials in excess of the maximum allowable quantity.

Section C105 of Appendix C, as adopted in the Southern Nevada Amendments, is amended by adding a new Section C105.3 to read as follows:

C105.3 Hydrants to provide required fire flow for developments proposed to be located on major streets and highways. Hydrants intended to deliver required fire flow to developments proposed to be located on major streets and highways shall be located on the same side of the street or highway as the proposed development.

Appendix L is added to the IFC to read as follows:

APPENDIX L EMERGENCY ACCESS GATES AND BARRIERS

Unless otherwise noted, the provisions contained in this appendix are mandatory.

L101.1 Scope. Where a new gate or barrier is installed on a fire access roadway, the installation shall comply with the specifications of this Appendix and Section 503.6.

L102.1 Definitions. For the purposes of Appendix L, certain terms are defined as follows:

"Gate or barrier" means a gate, crossbar, door or other obstructive device which is utilized for the purpose of restricting, controlling or obstructing entry or exit by motor vehicles or pedestrians to or from a private roadway and which is not manned on a twenty-four hour, seven day per week basis by a person capable of providing immediate access to a police or fire safety vehicle or person.

"Private street or roadway" means any roadway (not dedicated as public right-of-way) that is owned and maintained by abutting property owners, or association of property owners, that is utilized for the purpose of providing vehicular or pedestrian access to a subdivision, apartment complex, condominiums or other residential development or wild land, excluding off-street parking areas, driveways, and driveways to off-street parking areas.

"Private driveway" means a private way for vehicular travel that provides access from an off-street parking area to a public or private drive.

"Ultimate edge of right-of-way" means the right-of-way line furthest from the centerline of a street right-of-way that has been approved by the County of Clark, Nevada and recorded on a parcel or subdivision map for existing or future street improvements.

L103.1 Permit. Construction permits in accordance with Section 105 shall be obtained for the applicable scope of work.

L104.1 Submittals. Three sets of plans and specifications for fire apparatus access road gates shall be submitted for review and approval prior to construction. The plans and specifications shall include, indicate or show the following:

1. Civil plans, which must be approved by the Fire Department, Planning and Development Department, and Department of Public Works.
2. The respective stamp(s) for the contractor(s) installing any gates.
3. The stamp of a structural engineer for all structural plans and calculations pertaining to gates over 6 ft. (1.83 m.) in height.
4. The business name, address, phone number and contact person for each contractor.
5. Assessors Parcel Number (located on the property owners tax bill).
6. Depiction of proposed fences, pedestrian gates, vehicle gates.
7. Existing vehicular access.
8. Proposed location of any Knox key switch(es) or Knox box(es).
9. The exact physical street address of the gated entry, or property, as assigned by the Planning Department.
10. Location of pavement loops.

L105.1 Product specifications. Specifications shall be provided that include:

1. Method of operation.
2. UL listing numbers of equipment used.
3. Manufacturer's specification sheets for all equipment.

L106.1 Plan review and inspection fees. Applicable fees will be collected per each agency's approved fee schedule.

L107.1 Minimum Design Requirements

1. Gates shall not be installed within a required turning radius of a fire access roadway.
2. Access for single- and bi-direction traffic shall be unobstructed 20 ft. (6.1 m.) wide and 13.5 ft. (4.1 m.) high.
3. Swinging gates for single direction traffic shall swing in the direction of vehicle travel.
4. Swing gates for bi-directional traffic shall swing into the property being entered.
5. Gated entry designs shall be in accordance with Clark County Area Standard Drawing #222A.
6. All gates shall be accessible from the driving lane nearest the edge of the street by turning radii of at least 28 ft. (18.5 m.) inside and 52 ft. (15.85 m.) outside.
7. Gates must be located so that the face of the gate is at least 40 feet (12.2 m.) from the nearest curb of any cross street.
8. For gates on private driveways that serve only one single-family residence on a moderate and heavily traveled street, the driveway shall:

a. Meet the setback requirements of this Appendix. If existing conditions prevent gate installation with 40 ft. (12.2 m.) of clearance to the face of the gate, a letter documenting an acceptable alternative that would facilitate emergency ingress without endangering emergency response personnel and apparatus will be required for review and approval by the *fire code official.*

b. Meet the operational requirements of electrically operated gates.

L108.1 Operation of Gates

1. Electric gate operators, where provided, shall include the installation of a "free exit" loop and shall be operated for entry and exit by means of a key override switch (Knox) in combination with one of the following *approved* fire department methods:
   a. Ground loop gate operator;
   b. Radio operated controller (click 2 enter); or
   c. Other approved equipment.
2. Gates installed utilizing a radio-controlled exit shall be provided with an approved 2 in. (50.8 mm) by 2 in. (50.8 mm), blue, reflective marker visible to the exiting traffic, located in the center of the exit gate.
3. Where applicable, Knox Company authorization forms are required for orders of key switches, boxes and padlocks. The forms may be obtained by calling the fire department or items can be ordered via the Internet at www.knoxbox.com.
4. Electrically operated gates shall fail to the full open position upon the loss of power. They shall remain fully open until such time the power is restored.
5. Gates shall reverse direction to full open position upon contact with an obstruction.

L109.1 Manual gates, barriers or crash gates. Manual gates, barriers or crash gates may be approved by the *fire code official* on a case-by-case basis for nighttime security of business properties or gated communities, subject to the following:

1. Such gates or barriers shall be constructed in a manner that reflects good construction practices acceptable to the *fire code official.*
2. Such gates or barriers shall be accessible by means of an *approved* fire department padlock where applicable (Knox) or by the installation of an *approved* key box (Knox).
3. *Approved* manual gates or barriers across emergency access roadways shall be provided with an 18-gauge metal sign in the center of and on both sides of the gate that shall read "FIRE LANE–NO PARKING." Letters shall be red on a white background and be a minimum of 4 in. (76 mm) high with a ½ in. (12.7 mm) stroke.
4. Gates to close off a fire lane behind strip malls/stores in order to minimize dumping and vandalism shall be approved with padlock access (Knox).

L110.1 Prohibitions

1. No gate shall be installed where access requires the use of a proximity reader or card,

unless a "turn-out" is provided for its use.

2. Direction-limiting devices, such as fixed tire spikes, are prohibited.
3. The total number of vehicle access control devices or systems through which emergency vehicles must pass to reach any address shall not exceed one.
4. No commercial property owner shall install fences and gates where more than one gate must be opened in order to reach within 150 ft. (46 m.) of the rear portion of any building.

L112.1 Pedestrian Gates. All vehicle gates obstructing pedestrian access to a public way (street) shall have an approved pedestrian gate installed within 10 ft. (3.05 m.) of the vehicle gate, subject to the following:

1. Gates shall be handicap accessible and comply with exit door requirements of the building code as adopted by the City of Las Vegas.
2. An approved key box (Knox) shall be installed at least 4 ft. (1.22 m.) above grade on the outside of the gate. It shall be provided with a key to open the pedestrian gate.
3. No pedestrian gate shall be located in the median between two vehicle gates.

Exception: Gates accessing private driveways that serve only one single-family residence are exempt from this requirement.

L113.1 Maintenance. Emergency access gates and barriers shall be maintained, which maintenance shall include:

1. Batteries required for operation of the system during power failure.
2. Lubrication of moving parts and hinges per manufacturer's specifications.
3. Any subsequent attention required to maintain the original list of frequencies for emergency operation of the gate in the controller, if applicable.

L114.1 Installation Approval. The *fire code official* shall conduct inspections on all gates and barriers for proper installation and operation prior to activation or use.

L115.1 Additional Requirements

1. Because of the delays caused by vehicle access control devices or systems, additional fire protection requirements may be applied based on other access limitations, such as narrow or winding streets or dead-end streets without an *approved* turnaround available for fire apparatus.
2. Other than the obstruction and the reduced width controlled within this standard, no other requirement of the fire authority having jurisdiction shall be adversely affected by the placement of any vehicle access control device or system in any required fire apparatus access road.
3. Fire department or *fire code official* approval does not waive any requirement by other authorities having jurisdiction.

Appendix M is added to the IFC to read as follows:

APPENDIX M FIRE LANE SIGN SPECIFICATIONS

M101.1 Sign Specifications. Where required or authorized by the Fire Code or the *fire code official*, fire lane signs shall be in accordance with the following:

Type A: Minimum dimension of 24" (610 mm) high by 18" (457 mm) wide. Red letters on a reflective white background with 3/8 inch red trim around entire outer edge of sign. Sign lettering shall be as follows:

"FIRE LANE"

Type B: Minimum dimension of 24" (610 mm) wide by 18" (457 mm) high. Red letters on reflective white background with 3/8 inch red trim strip around the entire outer edge of sign. Sign lettering shall be as follows:

"ON-STREET PARKING IN MARKED FIRE LANES PROHIBITED"

Type C: Minimum dimension of 36" (914 mm) wide by 4" (101 cm) high. White letters on red enamel background. Curb lettering shall be as follows:

"NO PARKING FIRE LANE"

Signs shall be installed not less than 7 feet (2134 mm) and not more than 10 feet (3048 mm) from the ground level. Posts for signs, shall be metal and securely mounted, unless written permission for alternatives is obtained prior to installation from the *fire code official*.

Illustrations of the sign types are as follows:



TYPE A SIGN



TYPE B SIGN



TYPE C SIGN

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Type C: Minimum dimension of 36" (914 mm) wide by 4" (101 cm) high. White letters on red enamel background. Curb lettering shall be as follows:

"NO PARKING FIRE LANE"

Signs shall be installed not less than 7 feet (2134 mm) and not more than 10 feet (3048 mm) from the ground level. Posts for signs, shall be metal and securely mounted, unless written permission for alternatives is obtained prior to installation from the *fire code official.*

Illustrations of the sign types are as follows:



TYPE A SIGN



TYPE B SIGN



TYPE C SIGN

NFPA 13 AMENDMENTS

Section 8.15.5.1 of NFPA 13 (relating to sprinklers in elevator hoistways and machine rooms), as amended by the Southern Nevada Amendments, is amended to read as follows:

> **8.15.5.1** Sidewall spray sprinklers shall be installed at the bottom of each elevator hoistway not more than 2 ft (0.61 m) above the floor of the pit. ~~Sprinklers are prohibited at the top of the hoistway and in the machine room, unless otherwise approved by the Authority Having Jurisdiction.~~

Section 8.15.5.2 of NFPA 13 (relating to sprinklers in elevator hoistways and machine rooms), as deleted by the Southern Nevada Amendments, is replaced by a new Section 8.15.5.2 to read as follows:

> **8.15.5.2** Automatic sprinklers shall be installed in elevator machine rooms containing hydraulic fluids.

Section 8.15.5.3 of NFPA 13 (relating to sprinklers in elevator hoistways and machine rooms), as deleted by the Southern Nevada Amendments, is restored to read as follows:

> **8.15.5.3** Automatic sprinklers in elevator machine rooms or at the tops of hoistways shall be of ordinary- or intermediate-temperature rating.

Section 8.15.7.2 of NFPA 13 (relating to sprinklers under exterior roofs or canopies), as amended by the Southern Nevada Amendments, is amended to read as follows:

> **8.15.7.2** Sprinklers shall be permitted to be omitted where ~~the canopy, roof, or porte-cochere~~ a canopy or roof is constructed entirely with materials that are noncombustible, and where the canopy or roof~~, or porte-cochere~~ does not support occupancy above.

Section 8.15.7.4 of NFPA 13 (relating to automatic sprinkler protection in certain areas) is amended to read as follows:

> **8.15.7.4** When permitted by Section 1018.1 of the International Building Code, ~~Sprinklers~~ sprinklers shall be permitted to be omitted from exterior exit corridors when the exterior walls of the corridor are at least 50 percent open and when the corridor is entirely of noncombustible construction.

Section 8.17.4.2 of NFPA 13 (relating to wet pipe systems) is amended by amending Section 8.17.4.2.4 thereof to read as follows:

> **8.17.4.2.4** ~~The alarm test connection shall be permitted to be installed in any location on the fire sprinkler system down-stream of the waterflow alarm.~~ The alarm test connection valve

shall be piped from the most hydraulically demanding area and shall be readily accessible.

Section 8.17.4.2 of NFPA 13 (relating to wet pipe systems) is amended by adding thereto a new section 8.17.4.2.5 to read as follows:

8.17.4.2.5 Buildings 3 or more stories in height do not require the inspector test valve to be piped from the most hydraulically demanding area.

Section 21.38 of NFPA 13, as added by the Southern Nevada Amendments, which section functions as a heading, is amended to read as follows:

21.38 ~~Protection~~ Mitigation Matrix for Group R Division 3 Occupancies. ~~and buildings built under the IRC.~~

Section 21.38.1 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

21.38.1 General. When a sprinkler system is being ~~installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, for a Group R Division 3 Occupancy, the design requirements in Table 21.37.1 shall be applied.~~ upgraded to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the sprinkler system shall be designed in accordance with Section 21.38.2.

Table 21.38.1 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

Table 21.38.1 ~~Mitigation~~ Protection Matrix for Group R Division 3 Occupancies [4] ~~and buildings built under the IRC [4].~~

Building Area Size Range[6]	~~Protection~~ Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size [7]	Sprinklers Required in Areas Subject to Freezing
< 3,600 sq.ft.	Standard NFPA 13D [2]	See NFPA 13D for design requirements			
≥3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements			
≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	See NFPA 13 for design requirements			
≥ 15,000 sf	Modified NFPA 13 [1]	Yes	N/A	N/A	Yes

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system" per the IFC.
[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached guest houses or garages shall be protected by an Enhanced NFPA 13D system.
[4] Excluding Group R Division 3 occupancies used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
[6] Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.
[7] Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

Section 21.38.2 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

21.38.2 Modified 13 Design Criteria. When Table 21.38.1 requires a Modified 13 Design, the sprinkler system shall be installed to meet the requirements of this code, with the exception of the following items:

1. Fire Department Connections (FDC): A 2 ½-inch fire department connection is required. A single snoot connection will be accepted. The FDC shall be located on the garage wall facing the street except for special circumstances where the FDC may be freestanding and located adjacent to the street or private drive. A freestanding FDC in these circumstances may be designed into the mailbox column.
2. Riser Room: Risers shall be located in either the garage or within a dedicated room with an exterior door. Provided the garage/room is fully insulated the requirement for maintaining 40°F will not require a source of heat.
3. Inspectors Test Connection: The inspectors test location may be piped off the system riser.
4. Piping in locations less than 40°F: Dry pipe systems are not permitted for the protection of living spaces, anti-freeze systems shall be used. The protection of non-living spaces such as attics may be protected by dry-pipe systems.
5. Anti-Freeze Loops: The capacity shall not exceed 80 gallons.
6. Separate Water Supply: A separate water lead-in for the fire sprinkler system along with an approved (by the local water authority) back-flow prevention device is required. The back-flow prevention device shall be located at the street with in an approved insulated enclosure. The lead-in shall be sized using the minimum pipe size available that provides the calculated flow.
7. Control Valves: All valves used to control the sprinkler system are required to be indicating. A Post Indicator Valve (PIV) is not permitted.
8. Electrical Supervision: When required by the fire code official, the main control valves shall be electrically supervised. The back-flow valves are not required to be electrically supervised.
9. Fire Pumps: Electric fire pumps normally accepted in NFPA 13D systems for residential use (UL listed jockey pump) are acceptable.
10. Notification Devices: Interior – One (1) interior horn/strobe shall be installed

in a location specified by the homeowner. Exterior – One (1) exterior horn/strobe shall be located above the FDC or other acceptable location. The sprinkler flow switch shall activate both of the required devices.

11. Residential Sprinkler Heads: Residential sprinkler heads shall be utilized and the design allowances specified in section 11.2.3.2.3.1 (reduction to design area) may be applied.
12. Hangers and Earthquake Bracing: The hanging of sprinkler pipe shall be in accordance Chapter 9. Earthquake bracing is not required.
13. Garages: Garages shall be classified as Ordinary Hazard Group I. Commercial style QR sprinkler heads are required.
14. Location of Sprinklers: Sprinklers shall be installed in all areas except where omissions are permitted as follows:
    a. Inaccessible attic spaces~~:~~ of less than 15,000 sq. ft.
    b. Exterior overhangs, porches, and carports.
    ~~c. Rooms not provided with environmental control.~~

Section 21.38.3 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

21.38.3 Other Protection Designs: For the other protection designs listed in Table ~~21.37.1,~~ 21.38.1, see the respective revised codes for NFPA 13D and NFPA 13R design requirements.

NFPA 13D AMENDMENTS

Section 6.2.2 of NFPA 13D is amended to read as follows:

6.2.2 Where a ~~pump and tank~~ well-pump, city-pump, or tank-pump combination is the source of supply for a fire sprinkler system but is not a portion of the domestic water system, the following shall be met:

1. A test connection shall be provided downstream of the pump that creates a flow of water equal to the~~ smallest sprinkler on the system.~~ two sprinkler flow rate established by the hydraulic calculation. The connection shall return water to the tank~~:~~ when provided.
2. Pump motors using AC power shall be connected to a 240V normal circuit.
3. ~~Any disconnecting means for the pump shall be approved.~~ The circuit shall be hardwired with *approved* disconnect as required by the National Electrical Code.
4. When a tank is provided, ~~A~~ a method for refilling the tank shall be piped to the tank.
5. When a tank is provided, ~~A~~ a method of seeing the water level in the tank shall be provided without having to open the tank.
6. The pump shall not be permitted to sit directly on the floor.
7. Pumps fed by a city or well supply shall be provided with a pump by-pass.

Section 8.4.11 is added to NFPA 13D to read as follows:

8.4.11 Hydraulic Calculations. Where this standard requires the sprinkler system to be hydraulically calculated in accordance with NFPA 13, the calculations shall be performed in accordance with NFPA 13, Chapter 22 with the amended requirements.

Exception: Sprinkler systems that do not have any pressure reducing devices are not required to provide the 10 psi safety factor.

Section 8.7 of NFPA 13D, as added by the Southern Nevada Amendments, which section functions as a heading, is amended to read as follows:

8.7 ~~Protection~~ Mitigation Matrix for Group R Division 3 Occupancies. ~~and buildings built under the IRC.~~

Section 8.7.1 of NFPA 13D, as added by the Southern Nevada Amendments, is amended to read as follows:

8.7.1 General. When a sprinkler system is being installed or upgraded to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, ~~the design requirements in Table 8.7 shall be applied.~~ sprinkler system shall be designed in accordance with Table 8.7.

Table 8.7 of NFPA 13D, as added by the Southern Nevada Amendments, is amended to read as follows:

Table 8.7 ~~Mitigation~~ Protection Matrix for Group R-3 Occupancies [4]

Building Area Size Range[6]	Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [7]	Minimum Water Meter Size [5]	Sprinklers Required in Areas Subject to Freezing
< 3,600 sq.ft.	Standard NFPA 13D [2]	No	1"	3/4"	No
≥3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	No	1"	3/4"	No
≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	See NFPA 13R for design requirements (Section ~~6.8.5~~ 7.5)			
≥ 15,000 sf	Modified NFPA 13 [1]	See NFPA 13 for design requirements (Section ~~21.37~~ 21.38)			

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system" per the IFC.

[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached guest houses or garages shall be protected by an Enhanced NFPA 13D system.
[4] Excluding Group R Division 3 occupancies and buildings built under the IRC used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
[6] Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.
[7] Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

Section 1.1 of NFPA 13R, as amended by the Southern Nevada Amendments, is amended to read as follows:

1.1 Scope
This standard covers the design and installation of automatic sprinkler systems for protection against fire hazards in residential occupancies up to and including two stories in height. Residential occupancies three or more stories in height shall be protected throughout in accordance with NFPA 13.
When sprinkler protection is being provided to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access for single-family residential occupancies, the minimum design criteria shall be as outlined in Section ~~6.8.5 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.~~ 7.5 Mitigation Matrix for Group R Division 3 Occupancies.

Section 7.5 of NFPA 13R, as added by the Southern Nevada Amendments, is amended to read as follows:

7.5 ~~Protection~~ Mitigation Matrix for Group R Division 3 Occupancies. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the design requirements in Table ~~6.8.5~~ 7.5 shall be applied.

Table 7.5 of NFPA 13R, as added by the Southern Nevada Amendments, is amended to read as follows:

Table 7.5 ~~Mitigation~~ Protection Matrix for Group R-3 Occupancies [4]

Building Area Size Range[6]	Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size [5]	Sprinklers Required in Areas Subject to Freezing
< 3,600 sq.ft.	Standard NFPA 13D [2]	See NFPA 13D for design requirements (Section 8.7)			
≥3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements (Section 8.7)			

≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	Yes	N/A	N/A	Yes
≥ 15,000 sf	Modified NFPA 13 [1]	See NFPA 13 for design requirements (Section ~~21.37~~ 21.38)			

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system" per the IFC.
[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached guest houses or garages shall be protected by an Enhanced NFPA 13D system.
[4] Excluding Group R Division 3 occupancies used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
[6] Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.

NFPA 14 AMENDMENTS

Section 7.2.4 of NFPA 14, as amended by the Southern Nevada Amendments, is amended to read as follows:

7.2.4 System Pressure Regulating Devices. The *fire code official* shall be consulted regarding the use of system pressure regulating devices. When system pressure-regulating devices are used in lieu of providing separate pumps, multiple zones shall be permitted to be supplied by a single pump and pressure regulating device(s) under the following conditions:

1. Pressure-regulating device(s) shall be permitted to control pressure in the lower zone(s). A redundant pressure-regulating device shall be provided in parallel configuration for the full range of anticipated system flow. ~~Where multiple sizes of pressure-regulating devices are required to achieve flow through the entire range of anticipated system flow, each size shall have a redundant pressure-regulating device installed.~~
2. ~~A method to isolate each of the pressure-regulating device(s) shall be provided for maintenance and repair by providing control valves on the supply and discharge side of each pressure-regulating device, in a manner where only the device being maintained and repaired is out of service.~~
3. ~~Regulating devices shall be arranged so that the failure of any single device does not allow pressure in excess of 200 175 psi (13.9 12.1 bar) to not more than two hose connections.~~
4. ~~An equally sized bypass around the pressure regulating device(s), with a normally closed valve, shall be installed.~~
5. 2. Pressure-regulating devices ~~and the bypass valve~~ shall be installed not more than 7ft 6in (2.31 m) above the floor.
6. 3. The pressure-regulating device shall be provided with inlet and outlet pressure gauges.
7. 4. ~~The fire department connection(s) shall be connected between the system fire pump(s) and the pressure-regulating device(s) and shall be sized and designed~~

~~to allow the fire department connection to provide full back-up for the system fire pump to all pressure zones~~. The fire code official shall be consulted regarding the fire department connection(s) configuration with the standpipe system.

~~8.~~ 5. The pressure-regulating device shall be provided with a pressure relief valve ~~sized for the full anticipated system flow and capable of maintaining downstream system pressures below the maximum pressure ratings for all system components~~ in accordance with manufacturer recommendations.

~~9.~~ 6. Remote monitoring and supervision for detecting high pressure failure of the pressure of the pressure-regulating device shall be provided in accordance with NFPA 72, National Fire Alarm Code. ~~Such failure shall be detected by providing a flow switch downstream on the pressure relief valve.~~

~~10.~~ 7. A drain sufficient to allow flow of the full anticipated system flow shall be provided adjacent to the pressure-regulating devices. Use of this drain line for discharge from the pressure relief valve shall be permitted.

NFPA 72 AMENDMENTS

Section 18.5.6 of NFPA 72, as amended by the Southern Nevada Amendments, is amended to read as follows:

18.5.6 In rooms and areas used for exhibition purposes, or in rooms and areas where racks or shelving that exceed 5' in height are expected to be installed, or in rooms and areas where wall-mounted devices may become obstructed, ceiling-mounted visual appliances shall be provided.

Exceptions:

1. When approved by the Authority Having Jurisdiction, wall mounted appliances may be installed above the visible obstruction height.
2. When approved by the Authority Having Jurisdiction, visible notification appliances may be installed in accordance with the requirements of the approved design documents (Fire Protection report) and the manufacturer's instructions in order to achieve the required performance objective.

BUSINESS IMPACT STATEMENT
BILL NO. 2010-47
(Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-47, that will adopt as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Preliminary to formal business impact solicitation, Fire and Rescue representatives met with industry representatives regarding the provisions of the International Fire Code, provisions to be included in the Southern Nevada Amendments to the Code, as well as local adaptations. These meetings took place in November and December of 2009. Additional such meetings were held in April and May of this year. Comments from industry representatives and revisions in response thereto took place during and subsequent to these time periods.

As to formal business impact solicitation, in September 2010 a notice regarding the proposed changes, including an invitation to respond, was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to a number of development-related and construction groups that are representative of affected industries. One written response was received. The response was from an affected business, expressing concern that the new Fire Code should not go into effect immediately upon adoption. The summary of this comment is available to interested persons within this paragraph of the business impact statement.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

Possible increased costs of construction and development in determining requirements and achieving compliance

Beneficial effects:

Updated and more responsive code provisions

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

A determination had already been made to delay the effective date of the new Fire Code, which will address the concerns raised by the responding business

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: October 20, 2010

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-55 – Eliminates the annual sewer service rate increase otherwise effective in 2011; provides a mechanism by which the City may forgo future annual rate increases; clarifies that owners of residential premises are responsible for sewer service user charges whether or not the premises are occupied; and repeals the sewer service surcharge and regional sewer connection charge pertaining to the Clean Water Coalition and the Regional Systems Conveyance and Operations Program. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will 1) eliminate the annual sewer service rate increase otherwise effective in 2011, 2) provide a mechanism by which the City may forgo future annual rate increases, 3) clarify that owners of residential premises are responsible for sewer service user charges whether or not the premises are occupied, and 4) repeal the sewer service surcharge and regional sewer connection charge pertaining to the Clean Water Coalition (CWC) and the Regional Systems Conveyance and Operations Program (SCOP). Funding CWC and SCOP has been deemed no longer necessary.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2010-55
2. Business Impact Statement

BILL NO. 2010-55

ORDINANCE NO. _____

AN ORDINANCE RELATING TO SEWER SERVICE AND SEWER CONNECTION CHARGES; ELIMINATING THE ANNUAL SEWER SERVICE RATE INCREASE OTHERWISE EFFECTIVE IN 2011; PROVIDING A MECHANISM BY WHICH THE CITY MAY FORGO FUTURE ANNUAL RATE INCREASES; CLARIFYING THAT OWNERS OF RESIDENTIAL PREMISES ARE RESPONSIBLE FOR SEWER SERVICE USER CHARGES WHETHER OR NOT THE PREMISES ARE OCCUPIED; REPEALING THE SEWER SERVICE SURCHARGE AND REGIONAL SEWER CONNECTION CHARGE PERTAINING TO THE CLEAN WATER COALITION AND THE REGIONAL SYSTEMS CONVEYANCE AND OPERATIONS PROGRAM; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Eliminates the annual sewer service rate increase otherwise effective in 2011; provides a mechanism by which the City may forgo future annual rate increases; clarifies that owners of residential premises are responsible for sewer service user charges whether or not the premises are occupied; and repeals the sewer service surcharge and regional sewer connection charge pertaining to the Clean Water Coalition and the Regional Systems Conveyance and Operations Program.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 14, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.04.010: Except where the context otherwise requires, as used in this Chapter the following words, terms and phrases shall have the meanings indicated as follows:

"Accessory structure (Class I)" means an accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests.

"Apartment house" means a structure which contains three or more rental dwelling units on the same lot or parcel and which does not qualify under another customer class as defined in this Section. The term includes an assisted living apartment, as defined in Section 19.20.020, but does not include a convalescent care facility or senior apartment house.

"Barbershop" means an establishment in which the practice of barbering is engaged in or

carried on.

"Beauty shop" means an establishment in which any of the branches of cosmetology is practiced.

"Billing charge" means that portion of the user charge associated directly with the cost of preparing a user's bill and which is the same for each user; i.e., sewer user account.

"Casino" means a place which is not a part of a hotel where games of chance or gambling devices are made available for play by the public.

"Child care center" means a commercial establishment which regularly provides day or overnight care for more than twelve children.

"Church" means a structure primarily used for activities sponsored by a religious organization.

"Cinema theater" means a cinemaplex, multiplex theater, or other structure whose main function is to screen movies.

["Clean Water Coalition" or "CWC" means an agency established and empowered by an interlocal agreement among the City of Las Vegas, City of North Las Vegas, City of Henderson and Clark County Water Reclamation District (four entities responsible for wastewater treatment), to construct and operate a regional Systems Conveyance and Operations Program (SCOP) in order to assure a certain level of water quality at the Las Vegas Wash and Lake Mead.]

"Clinic" means an establishment for the administration of professional chiropractic, dental, medical or veterinarian care on an out-patient basis, including the individual office of any such practitioner.

"Commodity charge" means that portion of the user charge associated directly with wastewater collection and treatment and which is calculated for a user by multiplying the ERU rate for that user's customer class by the number of ERUs assigned to that customer.

"Community center" means a facility which is operated in connection with and incidental to a private multi-family or planned residential development and which provides community activities for residents of the development.

"Condominium" means a multiple-family dwelling in which each dwelling unit is owned individually, while other elements of the land and facilities are owned in common with other unit

owners.

"Convalescent care facility/nursing home" means a building that is used, or designed or intended to be used to provide care for persons who have a chronic physical or mental illness or infirmity. The term includes a rest home but does not include an apartment house, hospital or special care facility.

"Custodial institution" means a facility which is used for the housing or detention of persons who have been charged with or convicted of crimes. The term includes any prison, jail, detention facility.

"Customer" means the owner of real property who is responsible for the payment of sewer service charges assessed to the property.

"Day spa" means a facility in which multiple services in cosmetology, massage, acupressure and reflexology are offered to the public. The facility may include without limitation such related operations as the sale of beauty products and boutique items; tanning booths; permanent makeup; and eating establishments.

"Duplex" means a building containing two attached dwelling units which are separated from each other by an unpierced wall extending from ground to roof, with both units located on the same lot or parcel.

"Dwelling unit" means one or more rooms located within a structure and occupied or intended for occupancy as separate living quarters for a single family, with cooking, sleeping and sanitary facilities provided within the dwelling unit.

"Equivalent residential unit" or "ERU" means the average amount of wastewater discharged by a single-family dwelling, which has been determined to be ninety thousand gallons per year.

"Family" means one or more persons customarily living together and occupying a single dwelling unit.

"Financial institution" means a bank, credit union, savings and loan association, debt adjustment company, loan company, mortgage company, thrift company or trust company.

"Fixture" means a device which is connected to the hot or cold water supply system or both and which is connected to the wastewater collection system of the City* and includes but is not limited

to the following:

(1) Bathtub (with or without overhead shower). Each bathtub is a separate fixture;

(2) Bidet (standard bathroom fixture);

(3) Car wash:

(a) Each bay of a coin-operated car wash is a fixture,

(b) Each water source arch of a drive- or tow-through car wash is a fixture. (Water source arches using recycled water are not considered fixtures);

(4) Commode (toilet or water closet);

(5) Cooking utensil with supply and drain (built-in pot or cooking pan that has an adjacent water source exclusively for filling or washing the utensil, which water is immediately or at some future time, dumped into a drain, directly from said utensil). Each utensil is a separate fixture;

(6) Dental cuspidor (bowl hinged to dental chair used by patients when removing fluids from their mouth). Each bowl is a separate fixture;

(7) Dipwell (receptacle with a water source and drain used primarily to rinse ice cream scoops or other utensils). Each receptacle is a separate fixture.

(8) Drinking fountain. Each water outlet on a drinking fountain unit is a separate fixture;

(9) Dishwasher (domestic or commercial). Each dishwasher is a separate fixture;

(10) Fruit and vegetable sprayer (nozzle spray equipment attached to a length of hose for manual use or an automated nozzle spray system). Each manually operated nozzle and each automated nozzle spray system is a separate fixture;

(11) Glass fill (fountain device used to fill glasses with drinking water). Each device is a separate fixture;

(12) Shower stall (stand-up shower enclosure);

(13) Group shower (a shower room or enclosure with multiple shower heads and one or more drains). Each shower head is a separate fixture;

(14) Sinks:

(a) Bar sink. Each water outlet of a bar sink, whether the sink has single

or multiple sections, is a separate fixture,

(b) Barber sink. Each sink is a separate fixture,

(c) Beauty parlor or hair wash sinks. Each sink is a separate fixture,

(d) Kitchen utility sink (any sink in a restaurant kitchen used for the preparation of food or for washing dishes). Each sink is a separate fixture,

(e) Laundry sink (a square, high-sided sink with one or more sections; also referred to as a mop sink). Each water outlet of the laundry sink is a separate fixture,

(f) Lavatory (a fixed bowl or basin with running water and drainage for washing). Each lavatory is a separate fixture,

(g) Mop sink (a square, high-sided sink with one or more sections; also referred to as a laundry sink). Each water outlet on a mop sink is a separate fixture,

(h) Wash sink (a restroom fixture designed to accommodate several persons washing at the same time with one or more water outlets). Each water outlet on a wash sink is a separate fixture;

(15) Steam table with water supply and drain is one fixture. A steam table equipped with a built-in sink in addition to having an independent source of water and drain is deemed to have two separate fixtures;

(16) Urinal:

(a) Each urinal designed for solo usage is a separate fixture,

(b) Every two feet of a trough style urinal is a separate fixture;

(17) Washing machine. Each machine, regardless of size, is a separate fixture;

(18) Water supply outlet with drain (any water source that is used in conjunction with a drain that is not specifically designated in this Section; for example, hose bib and wash rack or water tank system). Each water outlet or water tank is a separate fixture;

(19) Whirlpool therapy. Each item of therapy equipment that is provided with a water source and a drain is a separate fixture;

(20) X-ray machine with water supply and drain. Each machine connected to a source of water and drain is a separate fixture.

"Halfway house" means a residential facility that is operated on a dwelling-unit basis and that provides housing, training, or rehabilitation to persons who are:

(1) On probation or parole after having been convicted of a criminal offense; or

(2) Recovering from alcohol or drug abuse.

The term does not include a custodial institution or a facility that provides treatment for alcohol or drug abuse.

"High strength users" means a customer class discharging on the average, five-day biochemical oxygen demand strengths greater than three hundred milligrams per liter or suspended solids strengths greater than three hundred fifty milligrams per liter.

"Hospital" or "general hospital" means an institution, generally designed with an integrated campus setting, for the diagnosis, care and treatment of human illness, including surgery and primary treatment. The term includes a "general hospital" designated as such pursuant to NRS 449.021 and NAC 449.285, but does not include a "specialty hospital".

"Large commercial" means an establishment of single ownership or operation which uses more than five million gallons of water per year and does not otherwise fall under any of the other user classifications.

"Laundromat" means a commercial establishment equipped with washing machines and dryers designed for customer operation.

"Laundry" means:

(1) A business establishment where members of the general public may take, upon payment of compensation, clothing, linens and fabrics to be washed; or

(2) A separate facility within a business establishment utilized to wash clothing, linens and fabrics used in the business operations of said business establishment.

"Maintenance, renovation and repair shop" means an establishment the function of which is to maintain, renovate or repair, or any combination thereof, of appliances, equipment, furniture or motor vehicles, excluding the display or sale of new or used merchandise other than that which is incorporated into the article which is so maintained, renovated or repaired.

"Mixed use operations" means two or more business operations that normally would not be

considered to be in the same consumer class and are being conducted within the same building, are not completely separated by walls, and do not have separate entrances to each business operation. Sharing of fixtures by more than one business operation may or may not occur.

"Mobile home residential estate" and/or "mobile home park" means a place which is used or intended for use to park two or more trailers for occupancy as living quarters for human beings for thirty days or more.

"Motel/hotel/rooming house" means a structure containing two or more rooms wherein:

(1) Sleeping accommodations are provided in guest rooms at daily rates to tourist or transient guest; and

(2) No provision is made in any guest room for cooking food.

"Motor vehicle sales" means a facility or area used for the display and sale of automobiles, trucks, motorcycles or motor scooters. The term includes service bay and body shop operations which are incidental and accessory to the sales use.

"Multiple-family dwelling" means a structure which contains two or more attached dwelling units, each of which is located on a separate lot or elements of which are separately or individually owned. The term includes townhouse structures.

"Nightclub" includes a teenage nightclub, adult nightclub and erotic dance establishment, as those terms are defined in Title 6.

"Office" means an establishment in which the occupation or employment which is conducted therein involves predominantly mental or intellectual, rather than physical or manual, labor and skill and in which there is no display of stock or wares, no commodity sold and no commercial use conducted other than the services which are offered.

"Park or playground" means a park, playground, reservoir or athletic field, whether owned, operated or maintained by a private or public person or entity.

"Private club" means a nonprofit organization of members for the promotion of some common object which is operated solely for the benefit and use of its members and their guests and is controlled exclusively by its members.

"Recreational vehicle park" means a place which is used or intended for use to park two or

more trailers for occupancy as living quarters for human beings for less than thirty days.

"Residence hotel" means a complex of multiple dwelling units used or designed for extended-stay lodging or long-term occupancy, in which:

(1) The dwelling units consist of efficiency units or suites with a complete kitchen;

(2) Customary hotel services are provided, such as linen service, maid service, telephone service and furniture upkeep; and

(3) Additional resident/guest amenities may be provided, including meeting rooms, club house facilities or recreational facilities.

"Resort hotel" means a building or a group of buildings which are designed and integrated to clearly demonstrate the appearance of one facility wherein:

(1) Sleeping accommodations are provided in guestrooms at daily rates to tourists or transient guests;

(2) No provision is made for cooking food in any guestroom, except as permitted by the provisions of LVMC Title 6, Chapter 40;

(3) There is a gaming area within the building or group of buildings;

(4) There are more than two hundred guestrooms available for sleeping accommodations;

(5) There is integrated into the facility near the area where licensed games are provided at least one restaurant with permanent seating capacity for more than sixty patrons that is open to the public twenty-four hours each day and seven days each week;

(6) There is a lobby near the restaurant and licensed games for the guests to check in and out and receive messages; and

(7) There is at least one bar with permanent seating capacity for more than thirty patrons that serves alcoholic beverages sold by the drink for consumption on the premises.

"Restaurant" means a place which is not part of a resort hotel or a motel/hotel where food is prepared and served primarily for consumption on the premises. For purposes of this Chapter, the term includes a supper club, coffeehouse, café, cafeteria or any dining establishment that provides or allows self-service in connection with the consumption of food.

"School" means an establishment, whether public or private, in which is offered a full-time academic, vocational or technical course of study or other educational services, whether elementary, secondary, or post-secondary.

"Senior apartment house" means a structure which contains three or more rental dwelling units on the same lot or parcel, in which all the units:

(1) Have an average interior square footage of eight hundred twenty-five square feet or less;

(2) Are intended and used exclusively for occupancy by persons fifty-five years of age or older; and

(3) Are limited to one or two occupants each.

"Service establishment" means an establishment the principal activity of which is to furnish service to the consuming public, excluding establishments
which are subject to Chapter 14.17 of this Code, manufacturing, processing and dry-cleaning plants, laundries, and maintenance, renovating and repair shops.

"Single-family dwelling" means a dwelling unit which is located on a separate lot or elements of which are individually owned, whether or not the dwelling unit is attached to one or more other dwelling units. The term includes any dwelling which is used secondarily as a child care facility, either as a family home or a group home.

"Special care facility" means a facility used exclusively for one or more of the following:

(1) The treatment of alcohol or drug dependency; or

(2) The housing and care of persons with a physical or mental illness that requires them to be confined in an institutional facility.

"Specialty hospital" means a facility that is licensed pursuant to NRS Chapter 449 to provide medical, surgical, obstetrical or psychiatric services, or a combination thereof. The term does not include a "general hospital".

"Sports complex" means an establishment which exceeds a spectator capacity of five thousand people used for athletic events, including but not limited to baseball, basketball, soccer, rodeos and track and field events.

"Take-out restaurant" means a place which is not part of a resort hotel or a motel/hotel where food is prepared exclusively for consumption off premises.

"Tavern" means an establishment licensed as a tavern pursuant to LVMC Chapter 6.50, whether or not food is served or sold on the premises.

"Theater" means a structure which is especially adapted to dramatic, operatic or spectacular presentations, excluding cinema theaters, hotels, nightclubs and restaurants which furnish entertainment in connection with serving food or other refreshments.

"Trailer" means a vehicular structure which is built on a chassis or frame, which is designed to be used with or without a permanent foundation and which may be used as living quarters for human beings whether drawn by a motor vehicle or propelled by its own power.

"Two-family dwelling" means one or more structures designed for and occupied by two families living independently of each other in separate dwelling units on a single lot. The term includes a duplex.

* The following devices and appliances are expressly excluded from the definition of "fixture":

Air-conditioner,

Boiler,

Coffee urn,

Dental unit vacuum extraction,

Emergency equipment,

Garbage disposal unit,

Ice machine,

Ice trays,

Refrigerator,

Soft drink machine, if it has no glass fill feature, water source or drain,

Water softener.

SECTION 2: Title 14, Chapter 4, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.04.030: (A) The annual charge rate per ERU for a particular user shall be as set forth below

(which includes the five percent assessment fee pursuant to Section 14.04.130):

User	Annual charge per ERU through December 31, [2010] 2011
Domestic Strength	$228.98
High Strength Users:	
Bottlers	$323.65
Dairies	$300.09
Restaurants with garbage grinders	$431.54
Laundries	$302.67

(B) [An annual seven dollar surcharge per ERU shall be assessed to a particular user in addition to the charge rate set forth in Subsection (A) of this Section, which shall be due and payable at the same time and under the same terms and conditions as set forth in this Chapter for payment of the charge rate.

(C)] Except as otherwise provided in Subsection (C), [The] the charge rate per ERU set forth in Subsection (A) of this Section shall be increased by the [Director of Finance and Business Services] Chief Financial Officer on the first day of January, [2011,] 2012, and annually thereafter, in an amount equal to the annual charge rate of the preceding fiscal year[,] (as actually implemented), multiplied by the lesser of five percent or the average percentage for the preceding five years of increase in the Consumer Price Index for All Urban Consumers for All Items, U.S. City Average (1967=100) that is published by the Bureau of Labor Statistics, United States Department of Labor.

(C) The City Manager, on behalf of the City, may elect to forgo any annual increase described in Subsection (B) upon a determination that to do so is in the best interest of the City. Such election shall be by means of written notice to the Chief Financial Officer.

SECTION 3: Title 14, Chapter 4, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.04.070: [(A)] The proceeds from the charges imposed and collected under this Chapter, except those charges imposed and collected pursuant to [Sections 14.04.130 and 14.04.030(B),] Section 14.04.130, shall be used solely for the maintenance, operation, improvement, expansion, extension or betterment of the sanitary and storm sewer collection system, treatment facilities and

reasonable appurtenances of the City and for the costs of collecting the charges imposed in this Chapter and of administering the rules of this Chapter.

[(B) The proceeds from the surcharge imposed and collected under Section 14.04.030(B) shall be used in support of the City's financial responsibilities as a member of the Clean Water Coalition.]

SECTION 4: Title 14, Chapter 4, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.04.080: (A) All bills for services rendered by or through the municipal sewage disposal system shall be rendered annually in advance on the first day of the month on which the annual cycle billing established for such premises shall commence, shall be payable annually in advance unless the customer elects to pay the annual bill in quarterly installments. The first quarterly installment payment must be paid in advance, with any remaining amount due constituting a lien against the property. Payment of all bills rendered shall be made to the Department of Finance and Business Services, and any business license for a multiple dwelling or place of business that is associated with such billing may be withheld or suspended unless the remaining portion of the current year's annual billing, or, if the customer has elected to pay in quarterly installments, the remaining portion of the current quarterly installment thereof, as the case may be, is paid in advance.

(B) [Occupants] <u>Customers who are owners</u> of residential premises are required to pay the annual charge rate per ERU set forth in Section 14.04.030 whether [they occupy such residential premises part-time or on a continuous uninterrupted basis,] <u>or not the premises are occupied,</u> notwithstanding any provision of this Chapter to the contrary.

(C) The Department shall have all powers which may be necessary or appropriate for a complete and effective exercise of its jurisdiction, including, but not limited to, the power to enter and inspect any commercial or multiple-residential premises to make determinations concerning sewer service billing. An inspection of commercial premises must be made during regular business hours. A prior appointment is required in order to perform an inspection at a residential premises, if occupied.

SECTION 5: Title 14, Chapter 4, of the Municipal Code of the City of Las Vegas,

Nevada, 1983 Edition, is hereby amended by repealing in their entirety Sections 300 to 330, inclusive.

SECTION 6: The provisions of Section 2 of this Ordinance eliminating a surcharge do not:

(A) Affect any rights, duties or liability of any person relating to any surcharge imposed pursuant to LVMC 14.04.030 for any period ending before January 1, 2011; or

(B) Apply to or affect the administration, collection, enforcement, or use of any surcharge imposed pursuant to LVMC 14.04.030 for any period ending before January 1, 2011.

SECTION 7: The provisions of Section 5 of this Ordinance repealing certain charges do not:

(A) Affect any rights, duties or liability of any person relating to any charges imposed pursuant to LVMC 14.04.300 to 14.04.330, inclusive, for any period ending before March 1, 2010; or

(B) Apply to or affect the administration, collection, enforcement, or use of any charges imposed pursuant to LVMC 14.04.300 to 14.04.330, inclusive, for any period ending before March 1, 2010.

SECTION 8: Sections 2, 3, 6 and 8 of this Ordinance shall become effective the day following its publication, but shall be deemed effective as of January 1, 2011.

SECTION 9: Sections 5, 7 and 9 of this Ordinance shall become effective the day following its publication, but shall be deemed effective as of March 1, 2010.

SECTION 10: All other provisions of this Ordinance shall become and be deemed effective the day following its publication.

SECTION 11: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,

invalid or ineffective.

SECTION 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-6-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-55
(Eliminates the annual sewer service rate increase otherwise effective in 2011; provides a mechanism by which the City may forgo future annual rate increases; clarifies that owners of residential premises are responsible for sewer service user charges whether or not the premises are occupied; and repeals the sewer service surcharge and regional sewer connection charge pertaining to the Clean Water Coalition and the Regional Systems Conveyance and Operations Program)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-55, that would eliminate the annual sewer service rate increase otherwise effective in 2011; provide a mechanism by which the City may forgo future annual rate increases; clarify that owners of residential premises are responsible for sewer service user charges whether or not the premises are occupied; and repeal the sewer service surcharge and regional sewer connection charge pertaining to the Clean Water Coalition and the Regional Systems Conveyance and Operations Program.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

Relief from 2011 CPI increase in sewer rates and from certain sewer surcharges and connection fees

Direct effects:

Relief from 2011 CPI increase in sewer rates and from certain sewer surcharges and connection fees

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: December 6, 2010

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-51 – Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. Sponsored by: Councilman Gary Reese

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will update certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. The bill will enable the reorganization of City departments and functions as has been proposed by the City Manager.

RECOMMENDATION:
ABEYANCE to 1/4/2011 Recommending Committee meeting by the 12/14/2010 Recommending Committee.

BACKUP DOCUMENTATION:
1. Bill No. 2010-51
2. Business Impact Statement

BILL NO. 2010-51

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE CERTAIN ADMINISTRATIVE PROVISIONS OF THE MUNICIPAL CODE RELATING TO MANAGEMENT FUNCTIONS AND THE NAMES OF CITY DEPARTMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 50, reading as follows:

2.08.050: The City Manager may appoint one or more persons to serve as chief officer of particular functions or groups of functions. The provisions of Sections 2.08.010 to 2.08.040, inclusive, shall apply to each such officer to the same extent as if the officer were a Deputy City Manager.

SECTION 2: Title 2, Chapter 9, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.010: The departments of the City shall consist of the following:

Building and Safety;

[City Attorney;]

Detention and Enforcement;

Economic and Urban Development;

[Field Operations;]

Finance; [and Business Services;]

Fire and Rescue;

Human Resources;

Information Technologies;

[Leisure Services;

Municipal Court;

Neighborhood Services;]

Operations and Maintenance;

Parks, Recreation and Neighborhood Services;

Planning and [Development;] Licensing; and

Public Works.

SECTION 3: Title 2, Chapter 9, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 15, reading as follows:

2.09.015: (A) Any reference in this Code to the Department of Field Operations, the Department of Finance and Business Services, the Department of Leisure Services, the Department of Neighborhood Services, the Planning and Development Department, or any of their predecessor departments, shall be deemed in each case to refer to the appropriate successor department, as follows:

(1) With respect to the Department of Field Operations, the successor department is the Department of Operations and Maintenance.

(2) With respect to the Department of Finance and Business Services (and its predecessor, the Department of Business Activity), the successor department is:

(a) The Department of Planning and Licensing, in the case of license-related functions under Title 6; and

(b) The Department of Finance, in all other cases.

(3) With respect to the Department of Leisure Services (and its predecessors, the Department of Parks and Leisure Activities and the Department of Parks, Recreation and Senior Citizen Activities), the successor department is the Department of Parks, Recreation and Neighborhood Services.

(4) With respect to the Department of Neighborhood Services, the successor department is:

(a) The Department of Economic and Urban Development, in the

case of housing-related functions; and

(b) The Department of Parks, Recreation and Neighborhood Services, in all other cases.

(5) With respect to the Planning and Development Department, the successor department is the Department of Planning and Licensing.

(B) The City Manager or a designee is authorized to determine which successor department has succeeded to a particular function in cases where the provisions of Subsection (A) do not address the question, or where the strict application of the provisions of Subsection (A) is incorrect or impracticable.

(C) Nothing in this Section limits the ability of the City Manager to reassign functions from one department to another, either temporarily or on a permanent basis.

SECTION 4: Title 2, Chapter 9, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.020: [Each department of the City shall consist of such divisions and units as may be established from time to time by the City Manager.] From time to time the City Manager may establish divisions, offices or other units within the various departments of the City, as well as offices and other units that are independent of those departments.

SECTION 5: Title 2, Chapter 9, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.030: Functions or offices that are created by the City Charter and that do not appear in the list of departments set forth in Section 2.09.010 may be treated as departments of the City for administrative and budgetary purposes, or otherwise for the sake of convenience.

SECTION 6: Title 2, Chapter 14, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.14.010: The Director of Public Works shall exercise such powers and perform such duties as may from time to time be specified by the City Council or the City Manager. The Director of Public Works shall function as the Director of Public Services for purposes of the City Charter.

SECTION 7: Title 2, Chapter 14, Sections 30 and 40, of the Municipal Code of the

City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 8: Title 2, Chapter 18, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.18.010: Article III of the Charter of the City of Las Vegas requires the City Council to establish a Department of Financial Management, to be headed by a Director of Financial Management. For purposes of the Charter, [The] the City Council hereby:

(A) Establishes the Department of Finance [and Business Services] as the City's Department of Financial Management; and

(B) Designates the [City's Chief Financial Officer] Director of Finance as the Director of that Department.

SECTION 9: Notwithstanding the effective date of this Ordinance, the City Manager shall have the discretion to implement the various provisions of this Ordinance immediately or gradually, using a transitional approach and time frames that take into account practicality and convenience.

SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 11: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11/17/10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-51
(Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-51, that will update certain administrative provisions of the Municipal Code relating to management functions and the names of City departments.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: November 17,2010

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-52 – Amends the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will amend the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category. This licensing category will allow the manufacture of all types of alcoholic beverages, subject to all applicable Federal and State laws and regulations.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2010-52
2. Business Impact Statement

BILL NO. 2010-52

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CITY'S REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGES TO ESTABLISH A LIQUOR MANUFACTURER LICENSE CATEGORY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Amends the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 145, reading as follows:

6.50.145: A liquor manufacturer's license authorizes the manufacture, production and bottling of alcoholic beverages of all kinds, including the brewing, distilling and rectifying activities associated therewith. The holder of such a license is subject to all Federal and State statutes and regulations applicable to those activities.

SECTION 2: Ordinance No. 6118 and Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 360 reads as follows:

6.50.360: Each licensee shall pay to the Department, in advance, the semiannual license fees set forth in the following schedule:

License Category	Semiannual License Fee (Dollars)
Alcoholic beverage caterer	500.00
Ancillary lounge bar	1,200.00
Banquet or event establishment	500.00
Beer/wine/cooler art event on-sale	300.00
Beer/wine/cooler on-sale	300.00
Beer/wine/cooler off-sale	300.00
Beer/wine/cooler on-off sale	600.00
Brew/pub/tavern	1,200.00

License Category	Semiannual License Fee (Dollars)
Convention facility	1,200.00
General on-sale	1,200.00
General on-sale (beer and wine)	500.00
Gift basket limited	300.00
Gift shop limited	500.00
Grocery store or mega store internet sale	500.00
Instructional wine making facility	600.00
Keg beer	200.00
Liquor manufacturer	1,000.00
Nonprofit club general on-sale	200.00
Nonprofit club restaurant service bar	100.00
Package	750.00
Permanent trade show facility	2,400.00
Restaurant service bar	600.00
Supper club	800.00
Plus: fee for each additional bar	750.00
Tavern (one bar)	1,200.00
Plus: fee for each additional bar	900.00
Tavern-limited	800.00
Plus: fee for each additional bar	500.00
Urban lounge	1,000.00
Plus: fee for each additional bar	750.00
Wholesale general	1,000.00
Wine, beer, cordial, liqueur tasting	600.00

Each special event general licensee shall pay a license fee of one hundred dollars per day.

Each special event beer/wine licensee shall pay a license fee of seventy-five dollars per day.

SECTION 4: Ordinance No. 6118 and Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 380 reads as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

License Category	Origination Charge (Dollars)
Alcoholic beverage caterer	4,000.00
Ancillary lounge bar	40,000.00
Banquet or event establishment	20,000.00
Beer/wine/cooler art event on-sale	1,000.00
Beer/wine/cooler on-sale	2,500.00
Beer/wine/cooler off-sale	2,500.00
Beer/wine/cooler on-off sale	5,000.00
Brew/pub/tavern	75,000.00
Convention facility	75,000.00
General on-sale	75,000.00
General on-sale (beer and wine)	20,000.00
Gift basket limited	1,000.00
Gift shop limited	4,000.00
Grocery store or mega store internet sale	2,500.00
Instructional wine making facility	2,500.00
Keg beer	4,000.00
Liquor manufacturer	10,000.00
Nonprofit club general on-sale	2,000.00
Nonprofit club restaurant service bar	1,000.00
Package	40,000.00
Permanent trade show facility	60,000.00
Restaurant service bar	30,000.00
Supper club	40,000.00
Tavern	75,000.00
Tavern-limited	20,000.00
Urban lounge	50,000.00
Wholesale general	10,000.00
Wine, beer, cordial, liqueur tasting	2,000.00

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed into the City, the Department shall waive the origination charge at the request of the applicant.

However, a license concerning which such a waiver has been granted may not be sold, transferred to a third party, or transferred to a new location, notwithstanding any provision of this Title to the contrary.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-1-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-52
Amends the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-52, that will amend the City's regulations pertaining to alcoholic beverages to establish a liquor manufacturer license category.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Comments were not solicited. No existing City businesses were identified that are likely to be impacted. It is not anticipated that the new licensing category would have any negative impact on existing or future businesses that might take advantage of this new licensing category.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

A new business opportunity not previously available

Direct effects:

See beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

Minimal cost associated with administration and regulation related to the new category

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Unknown, depending on the number of applicants. Approximately $12,000 annually per applicant

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Administer and regulate the licensing category, and generate revenue in order to help provide services to City residents

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: December 1, 2010

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-53 – Updates the Municipal Code provisions regarding the City's Traffic Signal Impact Fee Program. Proposed by: Jorge Cervantes, Director of Public Works

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will update the Municipal Code provisions regarding the City's Traffic Signal Impact Fee Program. The bill is the product of the most recent periodic review of the City's capital improvement plan related to traffic signal impacts and the underlying land use assumptions, as such reviews are required by State law. The plan and underlying land use assumptions have been the subject of two public hearings in accordance with statutory and ordinance procedures.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2010-53

BILL NO. 2010-53

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE MUNICIPAL CODE PROVISIONS REGARDING THE CITY'S TRAFFIC SIGNAL IMPACT FEE PROGRAM, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Jorge Cervantes, Director of Public Works

Summary: Updates the Municipal Code provisions regarding the City's Traffic Signal Impact Fee Program.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 4, Chapter 32, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.32.020: It is the intent of the City Council to:

(A) Provide for the imposition and collection of a traffic signal impact fee upon all new development within the City to better accommodate orderly development of the land, [reduce existing congestion,] facilitate rapid traffic movement, and provide for anticipated future traffic needs; and

(B) Ensure that new development contributes its proportionate share of the cost of capital expenditures necessary to provide traffic signal system improvements that have a nexus to that development.

SECTION 2: Title 4, Chapter 32, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.32.030: The City Council hereby finds as follows:

(A) That traffic signals throughout the City are installed when warranted in accordance with the Manual on Uniform Traffic Control Devices. [It is therefore appropriate to treat the City as a single service area] <u>In accordance with the requirements of NRS Chapter 278B, the City is divided into three service areas</u> for the purposes of calculating, collecting, and spending the traffic signal impact fees as set forth in this Chapter.

(B) That if and when impact fees are established in the future for improvements other than traffic signals, it may be appropriate to divide the City into [multiple] <u>corresponding or</u>

differing service areas, each served by a separate [fund.] fund or account.

SECTION 3: Title 4, Chapter 32, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.32.040: For purposes of interpreting this Chapter, certain words used herein are defined as follows:

"Applicant" means the person applying for a building permit from the City.

"Impact Fee Administrator" or "Administrator" means the Director of Public Works or the Director's designee.

"Impact Fee" means the traffic signal impact fee authorized and imposed by this Chapter.

"Impact Fee CIP" means the [2003-2013] 2009-2019 Capital Improvements Plan for Traffic Signal Impact Fees, as adopted by the City and as amended or replaced from time to time.

"Manual on Uniform Traffic Control Devices" means the manual of that name, in the version that has been adopted by the Nevada Department of Transportation pursuant to NRS 484.781 and Section 408.411 of the Nevada Administrative Code.

"Traffic signal system improvements" means the installation of traffic signals at intersections identified in the Impact Fee CIP as intersections for potential signalization or intersections where signals are under design or construction. Traffic signal system improvements also include intersection improvements in excess of minimum standards for a non-signalized intersection that represent partial completion of improvements needed for later signalization. The components of a typical traffic signal system improvement include without limitation the following: four Type "L" or "M" foundations (type dependent on mast arm length); four signal poles, either Type XX-A or Type XX-B, with four hundred watt luminaries; four mast arms ranging from twenty-five to sixty-five feet long; one controller foundation, one controller cabinet; one 2070 controller; one service pedestal; four street name signs (internally illuminated); twelve M-2 signal head assemblies; four M-5 signal head assemblies; four B-14T signal head assemblies; four B1-T signal head assemblies; eight pedestrian signal head assemblies; eight audible/tactile pedestrian push buttons; one #7 traffic signal pull box; five #5 traffic signal pull boxes; seven P-30 fiber optic interconnect pull boxes; one thousand two hundred linear feet of three inches traffic signal conduit; two thousand seven hundred linear feet of three inches to four

inches interconnect conduit and fiber optic cable; a minimum of one fiber optic splice enclosure; one self healing optical transceiver; one video detection processor with four cameras; one emergency vehicle opticom preemption system; seven hundred linear feet of twenty-five conductor signal cable; signage and polymer pavement markings; and one thousand two hundred square feet of tack-on median island. The term "traffic signal system improvements" includes improvements that are constructed in phases. For example, a six-lane road may be initially striped for four lanes, with the initial signal improvements corresponding to four lanes subsequently being upgraded to accommodate six lanes when the road is ultimately striped for six lanes.

SECTION 4: Title 4, Chapter 32, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.32.050: An impact fee is hereby imposed upon new development within the City in accordance with the provisions of this Chapter. The impact fee for particular development shall be determined and paid at the time of issuance of a building permit for the development. The applicant for a building permit shall be responsible for paying the impact fee. <u>The amount of the impact fee for any particular development is as set forth in the fee schedule adopted in Section 4.32.150.</u>

SECTION 5: Title 4, Chapter 32, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.32.070: (A) Except as otherwise provided in Section 4.32.060 of this Chapter, the applicant for a building permit for new development shall pay a traffic signal impact fee in accordance with [a fee schedule that has been duly adopted by the City,] <u>the fee schedule adopted in Section 4.32.150,</u> as the schedule may be amended from time to time. If any credit is due an applicant pursuant to Section 4.32.100 of this Chapter, the amount of the credit shall be deducted from the fee to be paid.

(B) If the type of development for which a building permit is requested is not specified on the fee schedule adopted [pursuant to this Section,] <u>in Section 4.32.150,</u> the Impact Fee Administrator shall determine the fee on the basis of the fee applicable to the most nearly comparable type of land use that is listed on the fee schedule. The Administrator shall be guided in the selection of a comparable type of land use by trip generation rates contained in the most current edition of the report titled Trip Generation, prepared by the Institute of Transportation Engineers (ITE), or upon data

or reports appearing in the ITE Journal.

(C) In general, the impact fee imposed pursuant to this Chapter is assessed based on the primary land use. In many instances, a lot or parcel of land may include auxiliary uses associated with the primary land use. For example, in addition to the actual production of goods, manufacturing facilities usually also have office, warehouse, research, and other associated functions. If the applicant can document that a secondary land use accounts for over twenty-five percent of the gross floor area of the structure, and that the secondary use is not assumed in the trip generation or other impact data for the primary use, the impact fee may be assessed based on the disaggregated square footage of the primary and secondary land use.

(D) If the type of development for which a building permit is requested is for a change of land use type or for the expansion, redevelopment, or modification of an existing development, the fee shall be based on the net increase in the fee for the new land use type or development as compared to the previous land use type or development.

(E) In the event that the proposed change of land use type, redevelopment, or modification results in a net decrease in the fee for the new use or development as compared to the previous use or development, there shall be no refund of impact fees previously paid.

SECTION 6: Title 4, Chapter 32, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.32.080: (A) There is created a Traffic Signal Impact Fee fund (the "fund") that is distinct from the general fund of the City. Impact fees received by the City must be deposited in the fund, which shall be an interest-bearing fund. The fund is further divided into three accounts, as follows:

(1) Traffic signal impact fees collected from development located south of Cheyenne Avenue and west of Rancho Drive, which shall be deposited in the Zone 1 account and which shall be expended only for traffic signal system improvements located in Zone 1.

(2) Traffic signal impact fees collected from development located north of Cheyenne Avenue, which shall be deposited in the Zone 2 account and which shall be expended only for traffic signal system improvements located in Zone 2.

(3) Traffic signal impact fees collected from development located south of

Cheyenne Avenue and east of Rancho Drive, which shall be deposited in the Zone 3 account and which shall be expended only for traffic signal system improvements located in Zone 3.

(B) The fund shall contain only those impact fees that have been collected pursuant to this Chapter, plus any interest which may accrue from time to time.

(C) Monies in the fund shall be considered to be spent in the order collected, on a first-in/first-out basis.

(D) Monies in the fund shall be used only for the following:

(1) To pay for traffic signal system improvements;

(2) To pay debt service on any portion of any current or future general obligation bond or revenue bond issued after the effective date of this Chapter and used to finance traffic signal system improvements;

(3) To pay refunds, as described in Section 4.32.090 of this Chapter; or

(4) To be used as credits against impact fees, as described in Section 4.32.100 of this Chapter.

(E) Monies in the fund shall not be used for the following:

(1) The acquisition of land or rights-of-way;

(2) The repair, operation or maintenance of existing or new traffic signals;

(3) Administrative or operating costs of the City;

(4) Debt service for any past general obligation bond or revenue bond issued prior to the effective date of this Chapter, or any portion of any current of future bond issued after the effective date of this Chapter and not used to finance traffic signal system improvements;

(5) The replacement of existing traffic signals to provide better service to existing development or to meet more stringent safety, environmental or regulatory standards.

(F) Traffic signal system improvements eligible for the expenditure of impact fees under this Chapter shall be limited to projects identified in the Impact Fee CIP as:

(1) Intersections for potential signalization; or

(2) Intersections where signals are under design or construction.

SECTION 7: Title 4, Chapter 32, Section 110, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

4.32.110: (A) The City Council shall review and may revise the land use assumptions and Impact Fee CIP at least once every three years. The three-year period begins upon the date the City Council adopts the Impact Fee CIP.

(B) Upon the completion of any revision of the land use assumptions and Impact Fee CIP, the City [Council] shall conduct a public hearing and give public notice in accordance with NRS 278B.290.

(C) The City Council shall approve or disapprove the adoption of any revised land use assumptions and Impact Fee CIP within thirty days after the public hearing.

SECTION 8: Title 4, Chapter 32, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 150, reading as follows:

4.32.150: There is hereby adopted a Traffic Signal Impact Fee Schedule. The schedule, which was attached to and adopted by Ordinance No. _____, is incorporated by this reference and shall be maintained on file in the office of the City Clerk. The schedule may be revised or amended from time to time by resolution of the City Council.

SECTION 9: The Traffic Signal Impact Fee Schedule that is attached to this Ordinance is hereby adopted, is incorporated by reference into LVMC 4.32.150, and shall replace and supersede the Schedule of Traffic Signal Impact Fees and Related Traffic Signal System Component Costs adopted previously.

SECTION 10: With respect to traffic signal fee amounts that have been collected before the effective date of this Ordinance and have not been expended:

(A) Amounts already encumbered for particular traffic signal improvements may be expended toward such improvements.

(B) Where determined feasible by the Impact Fee Administrator, other remaining amounts shall be apportioned to the three zone funds based upon where the funds were collected or, alternatively, in proportion to the historical incidence of development within the three zones during the period traffic signal impact fees have been collected.

(C) To the extent that apportionment of remaining amounts in accordance with Subsection (B) is determined not to be feasible, such amounts may be spent throughout the City, as deemed appropriate by the Administrator.

SECTION 11: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-1-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

TRAFFIC SIGNAL IMPACT FEE SCHEDULE

LAND USE	UNIT	FEE (NET COST/UNIT)
Single-Family Detached	Dwelling	$195
Multi-Family	Dwelling	$135
Mobile Home Park	Pad	$102
Adult Congregate Living Facility	Dwelling	$71
Hotel/Motel	Room	$140
Retail/Commercial		
Shopping Center/General Retail (0-249,999 sq. ft.)	1,000 sq. ft.	$271
Shopping Center/General Retail (250,0000-499,999 sq. ft.)	1,000 sq. ft.	$233
Shopping Center/General Retail (500,000 + sq. ft.)	1,000 sq. ft.	$207
Automobile Care Center	1,000 sq. ft.	$222
Automobile Parts Sales	1,000 sq. ft.	$172
Bank with Drive-Through	1,000 sq. ft.	$455
Bank without Drive-Through	1,000 sq. ft.	$214
Car Wash, Self Service	Stall	$101
Casino Hotel, Local*	1,000 sq. ft.	$2,776
Casino Hotel, Resort Corridor*	1,000 sq. ft.	$2,283
Convenience Store with Gasoline Sales	1,000 sq. ft.	$769
Drinking Place	1,000 sq. ft.	$588
Golf Course (open to public)	Acre	$70
New Car Sales	1,000 sq. ft.	$284
Recreational Community Center	1,000 sq. ft.	$268
Restaurant, Fast Food	1,000 sq. ft.	$846
Restaurant, Sit-Down	1,000 sq. ft.	$389
Office/Institutional		
Office, General (0-99,999 sq. ft.)	1,000 sq. ft.	$252
Office, General (100,000 + sq. ft.)	1,000 sq. ft.	$183
Office, Medical	1,000 sq. ft.	$581
Church	1,000 sq. ft.	$133
College	1,000 sq. ft.	$424

Day Care Center	1,000 sq. ft.	$263
Hospital	1,000 sq. ft.	$277
Library	1,000 sq. ft.	$388
Nursing Home	1,000 sq. ft.	$127
School, Elementary/Secondary	1,000 sq. ft.	$53
Industrial		
General Light Industrial	1,000 sq. ft.	$112
Warehouse	1,000 sq. ft.	$57
Mini-Warehouse	1,000 sq. ft.	$31

* gaming area only

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-54 – Establishes the means of allowing the use "auto sales showroom" in certain commercial and industrial zoning districts. (TXT-39217) Sponsored by: Councilman Steve Wolfson

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will establish the means of allowing the use "auto sales showroom" in certain commercial and industrial zoning districts. The use will be permitted as of right in the C-2, C-M and M Districts, but will require a special use permit in the C-1 and C-PD Districts. The use is limited to enclosed facilities, and ancillary activities such as vehicle service or repair will not be allowed.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2010-54

BILL NO. 2010-54

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH THE MEANS OF ALLOWING THE USE "AUTO SALES SHOWROOM" IN CERTAIN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steve Wolfson

Summary: Establishes the means of allowing the use "auto sales showroom" in certain commercial and industrial zoning districts.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Auto and Marine Related" element of Table 2 a new entry for the use "Auto Sales Showroom," to read as follows:

USE: Auto Sales Showroom																				
RESIDENTIAL												**COMMERCIAL**						**INDUSTRIAL**		
U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																S	P	S	P	P
Description: A completely enclosed facility for the display, storage and sale (or leasing) of new or used automobiles and trucks, along with related accessories. This use does not include a motor vehicle sales use as defined in this Title and does not include any ancillary activity normally associated with such uses, including without limitation the service, repair and rental of vehicles.																				
On-site Parking Requirement: One space per 250 square feet of gross floor area.																				

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Motor Vehicle Sales (New)," as found in the "Auto and Marine Related" element of Table 2, to read as follows:

A facility or area, other than an auto sales showroom, for the display and sale (or leasing) of new automobiles, trucks, motorcycles and motor scooters, but excluding mopeds. [The term] This use includes service bays and auto body shops which are incidental and accessory to the sales use.

SECTION 3: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by

amending the description of the use "Motor Vehicle Sales (Used)," as found in the "Auto and Marine Related" element of Table 2, to read as follows:

A facility or area, other than an auto sales showroom, used primarily for the display and sale (or leasing) of used automobiles, motorcycles and motor scooters, but excluding mopeds. [The term] This use includes service bays and auto body shops which are incidental and accessory to the sales use.

SECTION 4: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Motor Vehicle Sales (New)" to read as follows:

"Motor Vehicle Sales (New)" means a facility or area, other than an auto sales showroom, for the display and sale (or leasing) of new automobiles, trucks, motorcycles and motor scooters, but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use.

SECTION 5: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Motor Vehicle Sales (Used)" to read as follows:

"Motor Vehicle Sales (Used)" means a facility or area, other than an auto sales showroom, used primarily for the display and sale (or leasing) of used automobiles, motorcycles and motor scooters, but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use.

SECTION 6: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

"Auto Sales Showroom" means a completely enclosed facility for the display, storage and sale (or leasing) of new or used automobiles and trucks, along with related accessories. The term does not include a motor vehicle sales use as defined in this Title and does not include any ancillary activity normally associated with such uses, including without limitation the service, repair and rental of vehicles.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010

and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-1-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-1 – Amends the Downtown Centennial Plan to include updated highway-related information and to allow a number of additional uses within the district known as "18b The Las Vegas Arts District." (TXT-39836) Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will amend the Downtown Centennial Plan to 1) include updated information relating to the widening of the I-515/US-95 freeway east of the Spaghetti Bowl interchange, and 2) allow a number of additional uses within the district known as "18b The Las Vegas Arts District." The additional uses are consistent with and supportive of the purposes and goals of the Arts District.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2011-1

BILL NO. 2011-1

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN TO INCLUDE UPDATED HIGHWAY-RELATED INFORMATION AND TO ALLOW A NUMBER OF ADDITIONAL USES WITHIN THE DISTRICT KNOWN AS "18B THE LAS VEGAS ARTS DISTRICT," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Amends the Downtown Centennial Plan to include updated highway-related information and to allow a number of additional uses within the district known as "18b The Las Vegas Arts District."

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Downtown Centennial Plan, as adopted by Ordinance No. 6051, is hereby amended as set forth in Sections 2 to 4, inclusive, of this Ordinance.

SECTION 2: Subsection II(D) is amended to add the following language before the final paragraph of that Subsection, either as a new paragraph or as a continuation of the preceding paragraph:

NDOT has announced plans to widen the I-515/US-95 freeway east of the Spaghetti Bowl interchange. This project will result in the loss of approximately 450' of occupied land to the north of the current alignment. Several projects crucial to the continued rejuvenation of the Downtown area are located directly south of the current alignment. These projects are listed in Map 7.

SECTION 3: Section VII(D)(2)(1) is amended by adding, at the appropriate location, the following use to the list of uses permitted under the category of "Residential and Lodging Services":

- Bed and Breakfast Inn

SECTION 4: Section VII(D)(2)(5) is amended by adding, at the appropriate locations, the following uses to the list of uses permitted under the category of "Retail and Personal Services":

- Auction House (Special Use Permit)
- Bakery

- Beer/Wine/Cooler Off-Sale Establishment (Special Use Permit)
- Convenience Store
- Custom and Craft Work
- Grocery Store
- Internet Café

SECTION 5: The Planning and Development Department is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in this Ordinance.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-15-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-2 – Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. Proposed by: Bradford R. Jerbic, City Attorney and Councilman Gary Reese

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will update the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. The bill is intended to address the results of litigation regarding the Pedestrian Mall, allowing for protected expression subject to reasonable "time, place and manner" regulations. (An earlier version of this bill, Bill No. 2010-31, was introduced and considered by the Council last year. Amendments were proposed and discussed, but an acceptable version was not able to be presented before the adoption deadline passed.)

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2011-2
2. Business Impact Statement

BILL NO. 2011-2

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE REGULATIONS GOVERNING CERTAIN COMMERCIAL, ENTERTAINMENT AND SOLICITATION ACTIVITIES WITHIN THE PEDESTRIAN MALL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Bradford R. Jerbic, City Attorney
Councilman Gary Reese

Summary: Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

WHEREAS, pursuant to litigation, a federal court has determined that the City's Pedestrian Mall is to be treated as a traditional public forum for purposes of First Amendment freedom of expression; and

WHEREAS, in response to that litigation, the City Council desires to amend various provisions of the Las Vegas Municipal Code (LVMC) that pertain to the Pedestrian Mall and its operation by the Fremont Street Experience Limited Liability Company (FSELLC); and

WHEREAS, federal court decisions concerning the Pedestrian Mall have recognized that the City and FSELLC have a significant interest in:

–Assuring safe, efficient, and orderly movement of pedestrians;

–Protecting the local merchant economy from unfair competition;

–Protecting visitors from solicitors in an environment where freedom of movement is restricted;

–Preventing the disruption of Pedestrian Mall entertainment and in disrupting visitors' enjoyment of the Pedestrian Mall experience;

–Protecting the aesthetic appearance of the Pedestrian Mall by eliminating visual blight caused by unsightly vendors;

and

WHEREAS, taking into account federal court rulings and associated findings, the City Council desires by means of this Ordinance to amend LVMC provisions pertaining to the Pedestrian Mall to address certain types of activity within the Pedestrian Mall, including commercial and expressive activity; and

WHEREAS, the principal issues to be addressed by this Ordinance include the

regulation of commercial activity and the establishment of "time, place and manner" restrictions on expressive activity within the Pedestrian Mall.

NOW THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 10, Chapter 44, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.44.010: For purposes of this Chapter:

(A) "Solicitation" means the act of solicitation, including asking, begging, soliciting or pleading, for the purpose of [immediately] obtaining money, charity, business or patronage, or gifts of items of value for oneself or another person or organization.

(B) "Coercion" means to wilfully and knowingly:

(1) [Approach or speak to a person in such a manner as would cause a reasonable person to believe] Act in a manner that would give a reasonable person the belief that the person is being threatened with:

(a) Imminent bodily injury, or

(b) The commission of a [criminal act upon the person or another person, or upon property in the person's immediate possession;] crime;

(2) Persist in a solicitation after the person solicited has [given a negative response;] refused a solicitation and indicated a desire to be left alone; or

(3) [Block, either individually or as part of a group of persons, the passage of a solicited person; or

(4)] Engage [in conduct] a solicited person in a manner that would reasonably be construed as intended to compel or force [a solicited] the person to accede to demands.

SECTION 2: Title 11, Chapter 68, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.020: As used in this Chapter:

[(A)] "Celestial vault lightshow" is the display of computer-generated electronic images on the ceiling of the celestial vault constructed above Fremont Street and the various light and sound

effect accompanying such images.

"Commercial photography, filming or videotaping" means photography, filming or videotaping for commercial purposes and does not include photography, filming or videotaping engaged in for personal use or for news reporting purposes.

[(B)] "Display vehicles" are those vehicles brought into the Pedestrian Mall for purposes of display to the public, and not for the primary purpose of transporting persons or property.

[(C)] "Emergency vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(D)] "Exterior building improvements" means the building facades, marquees, overhangs, recessed entries, adjoining mall area paving materials, signage and graphics, adjoining landscaping, building illumination and audible effects or devices.

"Leafleting" means the act of distributing to any passersby in a continuous or repetitive manner any printed, written or graphic materials, whether commercial or noncommercial in content.

[(E)] "Motorized vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(F)] "Maintenance vehicles" are those vehicles owned or operated by the City of Las Vegas, as well as vehicles owned and operated by utilities and other vehicles requiring access onto the Pedestrian Mall for the purpose of the repair and maintenance of the Pedestrian Mall or facilities and structures contained therein.

"Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.

"Message-bearing merchandise" means products bearing a message that is:

(A) A permanent part of the product to which it is affixed and is readable or recognizable from a reasonable distance;

(B) Inextricably intertwined with the purpose and activities of the distributor

of the product or the person or entity whom the distributor represents; and

(C) A conspicuous political, religious, philosophical or ideological message having intellectual content that is informative of the purpose of the distributor or the person or entity whom the distributor represents.

[(G)] "Management agreement" means that agreement executed between The Fremont Street Experience Limited Liability Company and the City of Las Vegas for the purpose of acquisition, construction, operation, management or maintenance of the Pedestrian Mall.

[(H)] "Parade" is a group of persons with or without animals or vehicles in a public procession or march and does not include a procession or march in connection with a special event or mall entertainment.

[(I)] "Pedestrian Mall Act" refers to NRS 268.810 through 268.823.

[(J)] "Special events" include festivals, sporting events, exhibitions, entertainment and similar activities which are not offered on a continuous basis, whether or not members of the public pay an admission or entrance fee to be spectators or participants.

[(K)] "Special permit vehicles" are those vehicles authorized by The Fremont Street Limited Experience Liability Company in accordance with Section 11.68.080 to enter upon the Pedestrian Mall.

"Street performer" or "busker" means a member of the general public who engages in any performing art or the playing of any musical instrument, singing or vocalizing, with or without musical accompaniment, and whose performance is not an official part of an event provided by or on behalf of The Fremont Street Limited Liability Company. The term "street performer" includes a "busker".

[(L) "Mall advertising" includes all advertising within or in connection with the Pedestrian Mall including, without limitation, any means of marketing or promoting the Pedestrian Mall, special events, or any other commercial activity, and the display of consumer goods, products, or services to the users of the Pedestrian Mall for the purpose of encouraging the sale and purchase thereof, including, without limitation, signs, pictures, or other displays.

(M) "Mall entertainment" is the conduct on the part of any person intended to provide

entertainment, recreation, relaxation and enjoyment to the users of the Pedestrian Mall.

(N) "Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.]

SECTION 3: Title 11, Chapter 68, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.050: Notwithstanding the prohibition contained in Section 11.68.030, vehicular traffic traveling along Casino Center Boulevard and Fourth Street shall be permitted to cross the Pedestrian Mall as those [street] streets intersect with Fremont Street except during the celestial vault lightshow, in which case such street may be closed to through traffic and as otherwise approved in accordance with Section [11.68.130.] 11.68.120.

SECTION 4: Title 11, Chapter 68, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.100: [The following are prohibited within the Pedestrian Mall:

(A) Animals unless used in connection with a mall activity authorized by The Fremont Street Experience Limited Liability Company or used for the purpose of assisting the visually or aurally impaired;

(B) Mall vending, mall advertising, mall entertainment special events or other commercial activities unless conducted or authorized by The Fremont Street Experience Limited Liability Company;

(C) Parades;

(D) Unicycles, bicycles and other types of cycles, skateboards, roller skates, in-line skates and shopping carts except as authorized by The Fremont Street Experience Limited Liability Company in connection with special events and mall entertainment;

(E) Sleeping or camping;

(F) Littering;

(G) Sexually oriented businesses as described in Section 19.04.040 of the Las Vegas Municipal Code;

(H) The placement of any table, rack, chair, box, cloth, stand, booth, container, structure or other object within the Pedestrian Mall for purposes of solicitation, except as necessary for emergency purposes, or the maintenance or repair of the Pedestrian Mall, or as authorized by The Fremont Street Experience Limited Liability Company for special events, mall advertising, mall entertainment or mall vending or other commercial and entertainment activities;

(I) Glass and metal beverage containers including, but not limited to, bottles, jugs, drinking glasses, aluminum cans and steel cans, during the hours of ten a.m. to 11:59 p.m. on December 31st, and the hours of twelve a.m. to eight a.m. on January 1st of each year;

(J) Feeding birds; and

(K) Solicitation, as defined in LVMC 10.44.010.]

(A) The following are prohibited within the Pedestrian Mall:

(1) Parades;

(2) Sleeping or camping;

(3) Littering;

(4) Sexually oriented businesses as described in Section 19.04.040;

(5) Glass and metal beverage containers including, but not limited to, bottles, jugs, drinking glasses, aluminum cans and steel cans, during the hours of ten a.m. to 11:59 p.m. on December 31st, and the hours of twelve a.m. to eight a.m. on January 1st of each year;

(6) Feeding birds; and

(7) Solicitation by coercion, as defined in Section 10.44.010.

(B) The following are prohibited within the Pedestrian Mall, except under the conditions stated:

(1) Animals, unless used in connection with a mall activity authorized by The Fremont Street Experience Limited Liability Company or used for the purpose of assisting the visually or aurally impaired;

(2) Mall vending, special events or other commercial activities, unless such activities are conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

(3) The use of unicycles, bicycles and other types of cycles, skateboards,

roller skates, in-line skates, hula hoops larger than four feet in diameter, and shopping carts, except as authorized by The Fremont Street Experience Limited Liability Company in connection with special events and mall entertainment;

(4) The placement of any table, rack, chair, box, cloth, stand, booth, container, structure or other object within the Pedestrian Mall, except:

(i) As conducted by or on behalf of The Fremont Street Experience Limited Liability Company; or

(ii) As specifically permitted under Sections 11.68.105 and 11.68.107;

(5) Amplified sound which originates from within the Pedestrian Mall or from properties or businesses abutting the boundaries of the Pedestrian Mall, except where conducted by or on behalf of The Fremont Street Experience Limited Liability Company or as permitted under Section 11.68.107;

(6) The launching or throwing of projectiles or other objects into or through the air, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company or are permitted pursuant to Section 11.68.107;

(7) Entertainment and related services for which a fee is charged, either before or after the entertainment and related services are performed, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company;

(8) The distribution of food, beverage or tobacco items, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company; or

(9) Commercial photography, filming or videotaping, except in connection with events that are conducted by or on behalf of The Fremont Street Experience Limited Liability Company.

SECTION 5: Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto three new sections, designated respectively as Sections 103, 105 and 107, reading as follows:

11.68.103: (A) Solicitation, as defined in LVMC 10.44.010(A), is prohibited within the Pedestrian Mall at the following locations:

(1) Within twenty feet of any building entrance or ATM;

(2) Within ten feet of any retail kiosk or cart, but subject to the provisions of Subsection (B) of this Section;

(3) Within twenty feet of any fire lane or crosswalk; and

(4) At any location that will interfere with pedestrian traffic in violation of LVMC 10.47.020.

(B) The distance limitation set forth in Paragraph (2) of Subsection (A) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

11.68.105: (A) Expressive activity, including demonstrations, speeches, interviewing for political purposes, leafleting and distribution of commercial or noncommercial literature, and the sale or distribution of message-bearing merchandise is allowed within the Pedestrian Mall without the requirement of a permit, but is subject to the conditions and limitations set forth in this Section.

(B) No structure or display may be erected or placed within the Pedestrian Mall in connection with expressive activity described in this Section, except that a person or organization engaging in such activity may place and use, in furtherance of that activity, one table, not to exceed three feet by three feet in size, at a location that complies with the provisions of Subsections (C) and (D) of this Section.

(C) Tables authorized under Subsection (B) of this Section may not be located as follows:

(1) Within twenty feet of any building entrance or ATM;

(2) Within ten feet of any retail kiosk or cart, but subject to the provisions of Subsection (G) of this Section;

(3) Within twenty feet of any fire lane or crosswalk; or

(4) At any location that will significantly interfere with pedestrian traffic.

(D) By reason of the limitations set forth in Subsection (C) of this Section, table

space is limited and is available on a first-come-first-serve basis. Locations available for tables may be depicted on a map adopted as part of this Ordinance or adopted subsequently by formal action of the City Council, but no such map may be more restrictive as to table locations than the provisions of Subsection (C) of this Section.

(E) Coolers, storage boxes and similar items that are not in furtherance of expressive activity may not be stored on the ground in connection with expressive activity described in Subsection (A) of this Section; provided, however, that this prohibition does not apply to incidental personal items such as purses or coats, or to backpacks whose capacity does not exceed two cubic feet.

(F) In the case of a demonstration, The Fremont Street Limited Liability Company may direct that the demonstration be moved to one or more locations within the Pedestrian Mall so as not to interfere with pedestrian traffic, fire lanes, crosswalk traffic, retail kiosks, special events, concerts or other previously scheduled mall activities, but only upon a determination that the demonstration cannot possibly be conducted in a manner that does not so interfere. Any such redirection shall be to a location that is closest to, most approximates, and reaches the same audience as, the original location.

(G) The distance limitation set forth in Paragraph (2) of Subsection (C) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

(H) Nothing in this Section authorizes conduct prohibited by other provisions of this Chapter or other ordinances and laws of general applicability, including without limitation prohibitions relating to solicitation by coercion and the obstruction of rights-of-way.

11.68.107: (A) Street performers may perform within the Pedestrian Mall, but only in accordance with the provisions of this Section.

(B) It is unlawful for a street performer to charge a fee for a performance within the Pedestrian Mall. For purposes of this Chapter, the charging of a fee for entertainment or for a performance includes the act of requiring a person to pay for the entertainment or performance, whether in advance or after the fact, but does not include the act of soliciting or requesting tips or donations, the act of making available a receptacle for tips or donations, or the act of receiving tips

or donations.

(C) A street performer who does not charge a fee for a performance as described in Subsection (B) may perform within the Pedestrian Mall, but only in accordance with the following conditions and limitations:

(1) Such street performers shall not have the right to "reserved" spaces and may not interfere in any way with performances provided by or on behalf of The Fremont Street Limited Liability Company.

(2) Such street performers may not perform:

(i) Within twenty feet of any building entrance or ATM;

(ii) Within ten feet of any retail kiosk or cart, but subject to the provisions of Paragraph (5) of this Subsection (C);

(iii) Within twenty feet of any fire lane or crosswalk;

(iv) Within any area of the Pedestrian Mall that is closed to the public (such as on a closed stage provided by The Fremont Street Limited Liability Company); or

(v) At any location that will significantly interfere with pedestrian traffic.

(3) Such street performers may not place objects on the ground unless the objects are placed within a two foot radius of the performer; do not interfere with pedestrian traffic or cause a potential risk to passersby; and are integral to the performance (e.g., a hat or container to accept donations). However, the prohibition contained in the preceding sentence does not apply to incidental personal items such as purses or coats, or to backpacks whose capacity does not exceed two cubic feet.

(4) Such street performers may use items or engage in actions otherwise prohibited by LVMC 11.68.100(B)(6), but only if such items or activities are integral to the performance and do not interfere with pedestrian traffic or cause a potential risk to passersby.

(5) Such street performers may use amplified sound in connection with their performance, but such amplified sound:

(i) Must be an integral part of the performance;

(ii) May not exceed a sound level of seventy decibels at a distance of fifty feet or more from the source of the amplified sound;

(iii) Is not permitted during any actual performance or operation of the celestial vault lightshow, or during any special event when the Pedestrian Mall is closed to the general public except upon payment of an admission charge; and

(iv) Is not permitted during any concert that is provided by or on behalf of The Fremont Street Limited Liability Company unless each source of the amplified sound is at least two hundred feet from the stage on which the concert takes place.

(6) The distance limitation set forth in Subparagraph (ii) of Paragraph (2) of this Subsection (C) shall not apply if and to the extent that The Fremont Street Limited Liability Company, at any given time, has established or permitted more than fifty retail kiosks or carts within the Pedestrian Mall.

(D) Nothing in this Section authorizes conduct prohibited by other provisions of this Chapter or other ordinances and laws of general applicability, including without limitation prohibitions relating to solicitation by coercion and the obstruction of rights-of-way.

SECTION 6: Title 11, Chapter 68, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.130: Any person violating the provisions of Sections 11.68.030, 11.68.080, and 11.68.100 to 11.68.107, inclusive, shall be guilty of a misdemeanor.

SECTION 7: Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 140, reading as follows:

11.68.140: By virtue of its standing and authority under LVMC 11.68.060 and 11.68.070, The Fremont Street Limited Liability Company may commence a civil action to enjoin any violation of the provisions contained in LVMC 11.68.100 to 11.68.107, inclusive. This remedy shall supplement, and exist in addition to, those contained in LVMC 11.68.130.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 10: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-21-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-2
(Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-2, that would update the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

The addition of more certainty and structure and enforceability in the ordinance provisions

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable. The ordinance is intended to address the results of litigation regarding the Pedestrian Mall, allowing for protected expression subject to reasonable "time, place and manner" regulations.

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: December 21, 2010

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:

Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 5, 2011

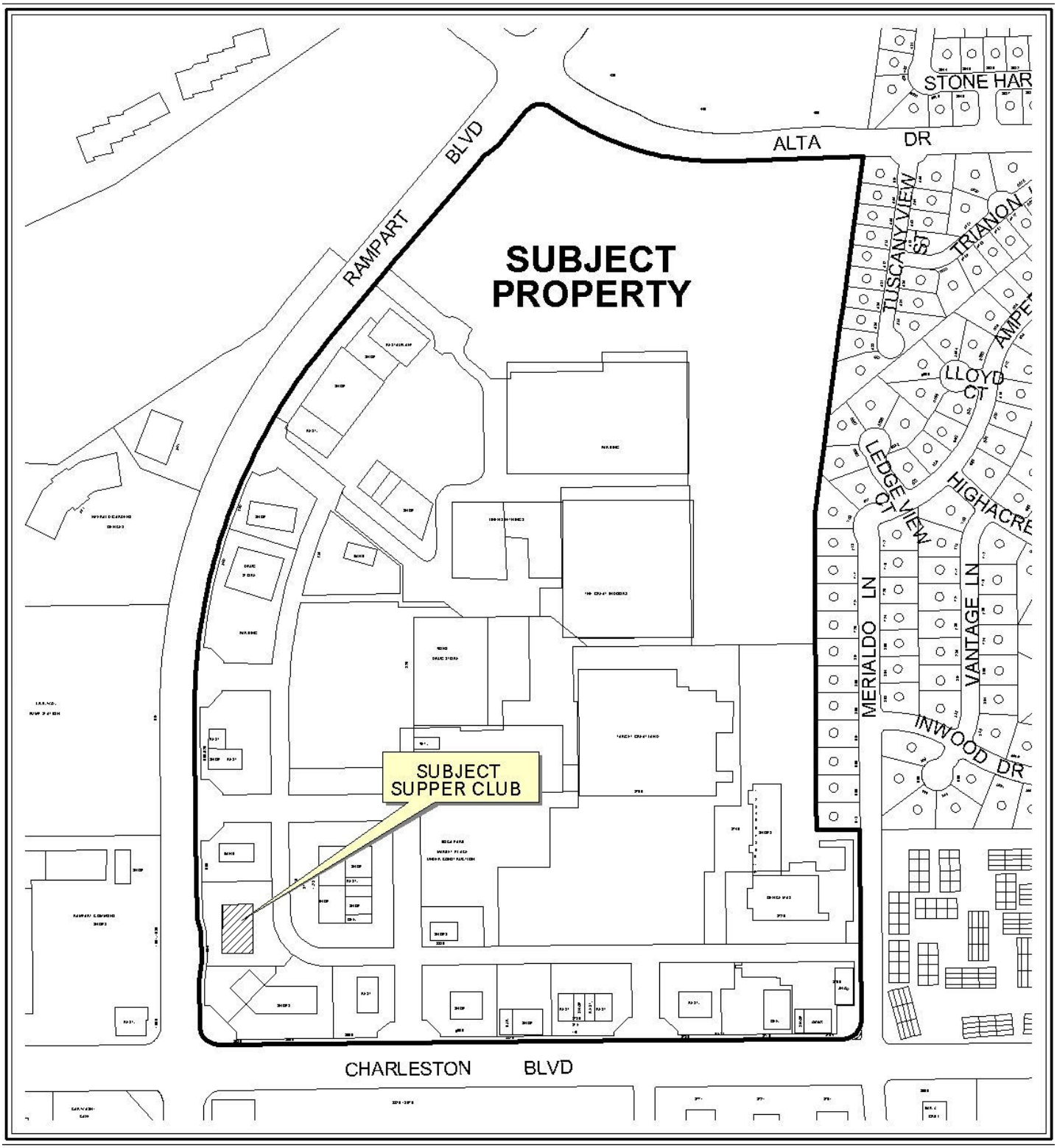
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-40305 - EXTENSION OF TIME - SPECIAL USE PERMIT – NON-PUBLIC HEARING - APPLICANT/OWNER: G.L. DRAGON, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-36172) FOR A PROPOSED 7,800 SQUARE-FOOT SUPPER CLUB IN A FORMER SUPPER CLUB at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-36172
5. Justification Letter



0 400 800 Feet

CASE: EOT-40305

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 400 800 Feet

CASE: EOT-40305

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: G.L. DRAGON, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40305	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40305 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-36172) shall expire on December 16, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-36172) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is located within a 641,664 square-foot shopping center in Boca Park. On December 16, 2009, the applicant received approval for a Special Use Permit (SUP-36172) for a proposed Supper Club in a location formerly occupied by a Supper Club located at 1050 South Rampart Boulevard. A prospective tenant was issued a building permit (162108) for tenant improvements for the Supper Club, but decided to abandon the project prior to receiving a business license; therefore, the Special Use Permit (SUP-36172) was not exercised.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/20/81	The City Council approved a request for Rezoning (Z-0034-81) from N-U (Non-Urban) to R-1 (Single-Family Residential), R-2 (Medium-Low Density Residential), R-3 (Medium Density Residential), R-MHP (Residential Mobile/Manufactured Home Park), R-PD7 (Residential Planned Development- 7 Units per Acre), R-PD8 (Residential Planned Development- 8 Units Per Acre), P-R (Professional Office and Parking), C-1 (Limited Commercial), C-2 (General Commercial), and C-V (Civic) on property generally located north of Sahara Avenue, south of Westcliff Drive, west of Durango Drive and east of Hualapai Way. Note: portions of this tract have been over-zoned by subsequent Peccole Ranch Master Plan cases. Planning Commission and staff recommended approval.
04/07/82	The City Council approved a request for Rezoning (Z-0010-82) from N-U (Non-Urban) [under Resolution of Intent to C-2 (General Commercial) and R-3 (Limited Multiple Residences)] to C-2 (General Commercial) and R-3 (Limited Multiple Residences) on property generally located on the north side of Charleston Boulevard, west of Durango Drive. Planning Commission recommended approval.
11/16/88	The City Council approved a request for Rezoning (Z-0104-88) from N-U (Non-Urban) [under Resolution of Intent to R-MHP (Residential Mobile/Manufactured Home Park)] to R-1 (Single-Family Residential). Planning Commission recommended approval.
09/02/92	The City Council approved a request for Rezoning (Z-0030-92) from N-U (Non-Urban) [under Resolution of Intent to R-1 (Single-Family Residential), C-1 (Limited Commercial), and C-2 (General Commercial)] to R-1 (Single-Family Residential) and C-1 (Limited Commercial) on property located on the east side of Rampart Boulevard between Charleston Boulevard and Alta Drive. Planning Commission recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/27/98	The City Council approved a request for Rezoning (Z-0012-98) from U (Undeveloped) Zone [SC (Service Commercial) General Plan designation] under Resolution of Intent to C-1 (Limited Commercial) to PD (Planned Development) on property located on the southeast corner of Rampart Boulevard and Alta Drive for a proposed 248 room, five-story, non-gaming hotel, 650 seat amphitheater, 535,000 square-foot retail, 57,600 square-foot office, 125-unit condominium complex, a four-story parking garage, and a six-story parking garage, size 47.4 acres. Planning Commission recommended approval.
	The City Council approved a related request for a Site Development Plan Review [Z-0030-92(5)] for a proposed 433,240 square-foot Retail Shopping Center including 21 retail pad sites (Phase I) on property located on the northeast corner of Rampart Boulevard and Charleston Boulevard. Planning Commission recommended approval.
02/22/99	The City Council approved a request for a Special Use Permit (U-0107-98) for Packaged Liquor sales in conjunction with a proposed 15,980 square-foot Drug Store on property located on the east side of Rampart Boulevard, approximately 1,120 feet north of Charleston Boulevard. Planning Commission recommended approval.
11/18/99	The Planning Commission approved a request for a Site Development Plan Review [Z-0030-92(8)] for a proposed Fast Food Restaurant with drive-through in conjunction with a retail/restaurant building on property located on the east side of Rampart Boulevard and the north side of Charleston Boulevard. This case was reassigned case number Z-0030-92(11).
01/04/00	The Planning and Development Department approved a request for a Site Development Plan Review [Z-0030-92(11)] for a proposed Fast Food Restaurant with drive-through in conjunction with a retail/restaurant building on property located on the east side of Rampart Boulevard and the north side of Charleston Boulevard.
01/05/00	The City Council approved a request for a Special Use Permit (U-0116-99) for the Off-Premise Sale of Beer and Wine in conjunction with a supermarket at 810 S. Rampart Boulevard. Planning Commission recommended approval.
01/12/00	The Planning and Development Department approved a request for a Site Development Plan Review [Z-0030-92(13) for a proposed 8,500 square-foot Retail Center on property located on the northeast corner of Charleston Boulevard and Rampart Boulevard.
02/16/00	The Planning and Development Department approved a request for a Site Development Plan Review [Z-0030-92(12)] for a proposed 720 square-foot Temporary Bank Facility on property located on the northeast corner of Charleston Boulevard and Rampart Boulevard.
04/18/01	The City Council approved a request for a Master Sign Plan Review [Z-0012-98(3)] for property located at the southeast corner of the intersection of Alta Drive and Rampart Boulevard (Boca Park, Phase III).

07/05/01	The City Council approved a request for a Special Use Permit (U-0054-01) for a 6,218 square-foot Supper Club on 1.15 acres on the east side of Rampart Boulevard, approximately 220 feet north of Charleston Boulevard within Boca Park, Phase I. Planning Commission recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/01/01	The City Council approved a request for a Special Use Permit (U-0068-01) for a proposed Supper Club on the north side of Charleston Boulevard, approximately 1,300 feet east of Rampart Boulevard. Planning Commission recommended approval.
	The City Council approved a related request for a Site Development Plan Review [Z-0030-92(20)] for a proposed Supper Club on the north side of Charleston Boulevard, approximately 1,300 feet east of Rampart Boulevard. Planning Commission recommended approval.
04/06/05	The City Council approved a request for a Special Use Permit (SUP-5859) for a proposed Supper Club at 1050 South Rampart Boulevard. Planning Commission recommended approval.
12/16/09	The City Council approved a request for s Special Use Permit (SUP-36172) for a proposed 7,800 square-foot Supper Club in a former Supper Club at 1050 South Rampart Boulevard. Planning Commission recommended approval.

Most Recent Change of Ownership	
01/05/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/30/08	A business license (R09-01461) was issued for a Restaurant seating more than 45 people at 1050 South Rampart Boulevard. The business license was marked out of business on 09/25/08.
01/31/08	A business license (L21-00061) was issued for a Supper Club at 1050 South Rampart Boulevard. The business license was marked inactive 10/14/08.
05/14/10	A building permit (162108) was issued to remodel an existing restaurant at 1050 South Rampart Boulevard. The permit has expired.
07/02/10	A building permit (166041) was issued for a sign at 1050 South Rampart Boulevard. The permit was finalized on 10/01/10.

Pre-Application Meeting
A pre-application meeting was not required nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.15

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center with proposed Supper Club	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishments	SC(Service Commercial)	PD (Planned Development)
South	Shopping Center	SC (Service Commercial)	C-2 (General Commercial)
East	Multi-Family Residences	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Retail Establishments	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Boca Park Phase I & II	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-36172) for a proposed Supper Club in a location formerly occupied by a Supper Club located at 1050 South Rampart Boulevard (Boca Park). A building permit (162108) was issued on 05/14/10 for tenant improvements for a new restaurant, but has not yet been finalized.

Additionally, a building permit (166041) was issued on 07/02/10 for a sign, which was finalized on 10/01/10.

Title 19.18.060 deems a Special Use Permit exercised upon the issuance of a business license to conduct the activity.

FINDINGS

The Special Use Permit (SUP-36172) has not met Title 19.18.060 requirements to exercise the entitlement as a business license has not been issued to conduct the activity. The applicant is requesting an extension of time as their tenant decided to abandon the project without completing the requirements of Title 19.18.060; therefore, the applicant needs additional time to secure another potential tenant. Staff finds no objection to this request and is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-36172) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40305** APN: 138-32-412-024

Name of Property Owner: G.L. Dragon, LLC

Name of Applicant: G.L. Dragon, LLC

Name of Representative: Robert W. Eng

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Robert W Eng

Print Name: Robert W. Eng

Subscribed and sworn before me

This 23 day of November, 2010

Diane Castaneda

Notary Public in and for said County and State

DIANE CASTANEDA
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 7-25-2011
Certificate No: 07-4984-1

RECEIVED
NOV 24 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Supper Club

Project Address (Location) 1050 South Rampart Boulevard

Project Name _____ **Proposed Use** Supper Club

Assessor's Parcel #(s) 138-32-412-024 **Ward #** 2

General Plan: existing _____ proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage 7800 Square Feet **Floor Area Ratio** _____

Gross Acres 1.15+/- **Lots/Units** 1 **Density** N/A

Additional Information Please See Attached

PROPERTY OWNER G.L. Dragon, LLC **Contact** Robert Eng

Address 2877 Paradise Road, Unit 2401 **Phone:** (702) 732-9087 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89109

E-mail Address gldragon@cox.net

APPLICANT G.L. Dragon, LLC **Contact** Robert Eng

Address 2877 Paradise Road, Unit 2401 **Phone:** (702) 732-9087 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89109

E-mail Address gldragon@cox.net

REPRESENTATIVE N/A **Contact** Robert Eng

Address 2877 Paradise Road, Unit 2401 **Phone:** (702) 732-9087 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89109

E-mail Address gldragon@cox.net

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROBERT ENG

Subscribed and sworn before me

This 23 day of November, 20 10.

_____

Notary Public in and for said County and State

DIANE CASTANEDA
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 7-25-2011
Certificate No: 07-4984-1

FOR DEPARTMENT USE ONLY

Case #	EOT-40305
Meeting Date:	01/05/11
Total Fee:	$300.00
Date Received:*	11/24/10
Received By:	Ben S.

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PLANNING & DEVELOPMENT

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

DOOR SCHEDULE

DR. NO.	DOOR SIZE			DOOR			FRAME				HDW. GROUP	REMARKS
	WIDTH	HEIGHT	THICK	TYPE	MAT.	FIN	MAT	FIN	DET	ELEV.		
101	3'-0"	7'-3"	2"	C	MTL/BAM	PNT/NAT	MTL	PNT	-	-	4	*
102A	3'-0"	8'-0"	-	B	ALUM.	FACT.	-	ALUM.	-	-	3	*
102B	3'-0"	8'-0"	-	B	ALUM.	FACT.	-	ALUM.	-	-	3	*
102C	3'-0"	8'-0"	-	B	ALUM.	FACT.	-	ALUM.	-	-	3	*
104	2'-0" (PR)	8'-0"	1 3/4"	A	HM	PNT	HM	PNT	-	-	6	WITH UPPER & LOWER LOUVERS
105	2'-6" (PR)	7'-0"	1 3/4"	F	WD	STN	-	-	-	-	7	*
106	3'-0" (PR)	10'-0"	2"	D	WD	STN	HM	PNT	-	-	1	*
107	3'-0"	7'-0"	1 3/4"	B	ALUM	FACT	ALUM	FACT	-	-	2	EXISTING DR, RELOCATED TO NEW OPENING
108	3'-0"	7'-3"	2"	C	MTL/BAM	PNT/NAT	MNT	PNT	-	-	4	*
109	2'-0"	2'-0"	1 3/4"									DOOR SHALL HAVE A STAINLESS STEEL FINISH ON THE EXTERIOR SIDE AND A WOOD FINISH ON THE INTERIOR SIDE

ABBREVIATIONS

ALUM ALUMINUM
FACT FACTORY
(E) EXISTING
FIN FINISH
HGT HEIGHT
MAT MATERIAL
MTL METAL
NAT NATURAL
PNT PAINT
PR PAIR
STN STAIN
WD WOOD

SYMBOLS

WALLS
FD FLOOR DRAIN
DOOR NUMBER
WALL TYPE
INTERIOR WALL ELEVATION
WINDOW TYPE

GENERAL NOTES

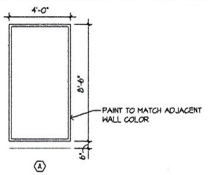
1. KITCHEN EQUIPMENT VERIFY W/ KITCHEN CONSULTANT DRAWINGS. COORDINATE DRAWING LOCATIONS PER PLUMBING DRAWINGS.
2. KITCHEN EQUIPMENT SHOW FOR REFERENCE ONLY FOR MECHANICAL, PLUMBING & ELECTRICAL COORDINATION.
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITION IN FIELD PRIOR TO CONSTRUCTION & NOTIFY THE OWNER AND THE ARCHITECTOF ANY DISCREPANGIES.
4. SLOPE FLOOR SLAB @ 1/8" - 12" TOWARD FLR. DRAINS. COORDINATE W/ PLUMBING DRAWINGS FOR DRAIN LOCATION.

KEYED NOTES

1. xxx
2. xxx
3. xxx

WINDOW TYPE

SCALE: 1/4"=1'-0"



HARDWARE

HARDWARE SET #1
2 PAIR BUTTS, HEAVY DUTY
1 EXIT DEVICE
1 CLOSER W/ HOLD OPEN
1 SET FLUSH BOLTS
1 PULL / CUSTOM
1 PUSH / CUSTOM
2 KICK PLATES
1 THRESHOLD
1 SET SILENCERS
1 SET WEATHERSTRIPPINGS
1 DEAD BOLT
1 THRESHOLD

HARDWARE SET #2
EXISTING HARDWARE TO BE MOVED WITH DOOR
CHANGE CYLINDER TO "BEST" TO MATCH NEW HARDWARE GROUPS

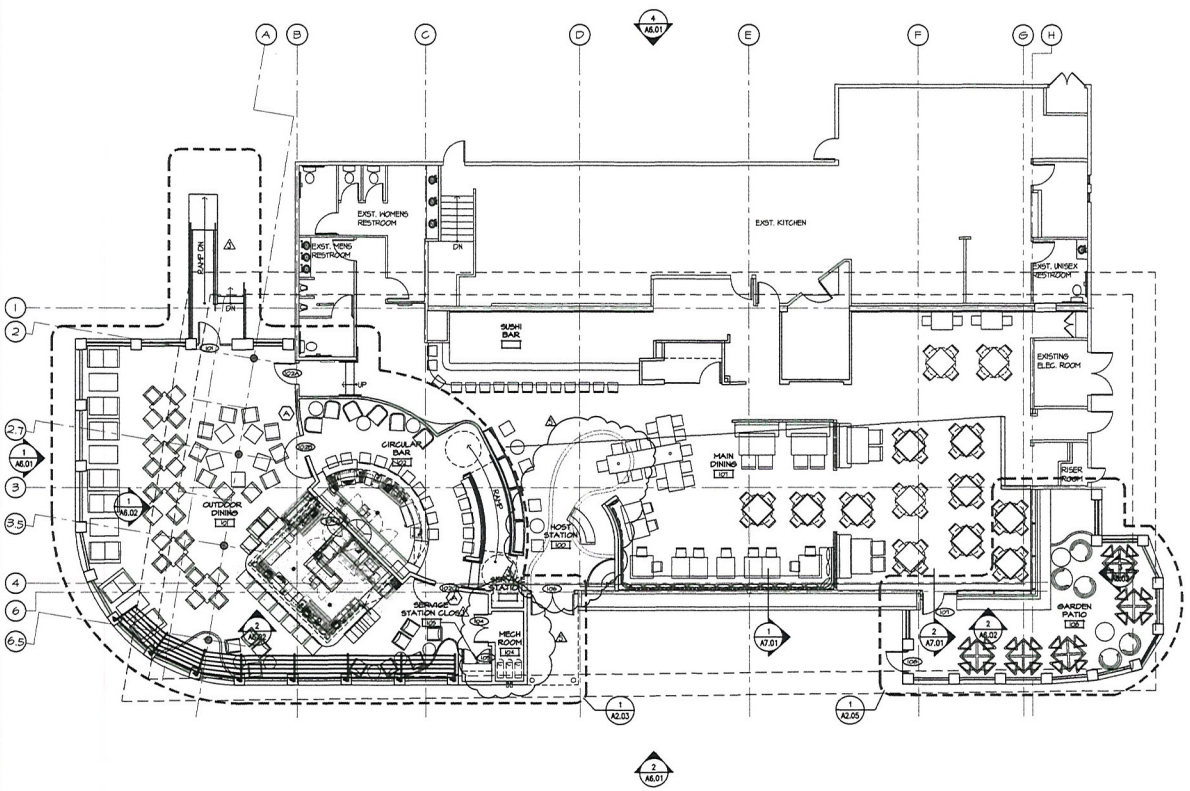
HARDWARE SET #3
ALL HARDWARE BY THE STOREFRONT MANUFACTURER. FINISH TO MATCH CLEAR ANODIZED COMPONENTS TO ALSO INCLUDE CLOSER AND WEATHERSTRIPPING.

HARDWARE SET #4
2 PAIR BUTTS, HEAVY DUTY
1 EXIT DEVICE
1 SET SILENCERS
1 DEAD BOLT

HARDWARE SET #5 / POCKET DOOR
OVERHEAD TRACK
1 SET CARRIER CARS (TRACK WHEELS)
1 GYLINDER W/ HOOKED FRAME CATCH
1 SET WEATHER STRIPPING

HARDWARE SET #6
1 1/2 PAIR BUTTS, HEAVY DUTY
1 LATCH SET
1 DEAD BOLT
1 SET SILENCERS
1 SET WEATHERSTRIPPINGS
1 THRESHOLD

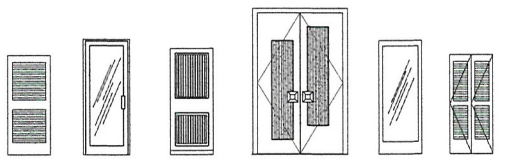
HARDWARE SET #7
2 PAIR BUTTS, HEAVY DUTY
1 EXIT DEVICE
1 CLOSER W/ HOLD OPEN
1 SET SILENCERS
1 DEAD BOLT



1 FLOOR PLAN

SCALE: 1/8"=1'-0"

DOOR TYPES



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TELEPHONE: (702) 878-6000 FAX: (702) 878-8430
www.wgnarchitects.com

A SHELL REMODEL FOR:
RESTAURANT
1050 S. RAMPART BLVD.
LAS VEGAS, NV 89145

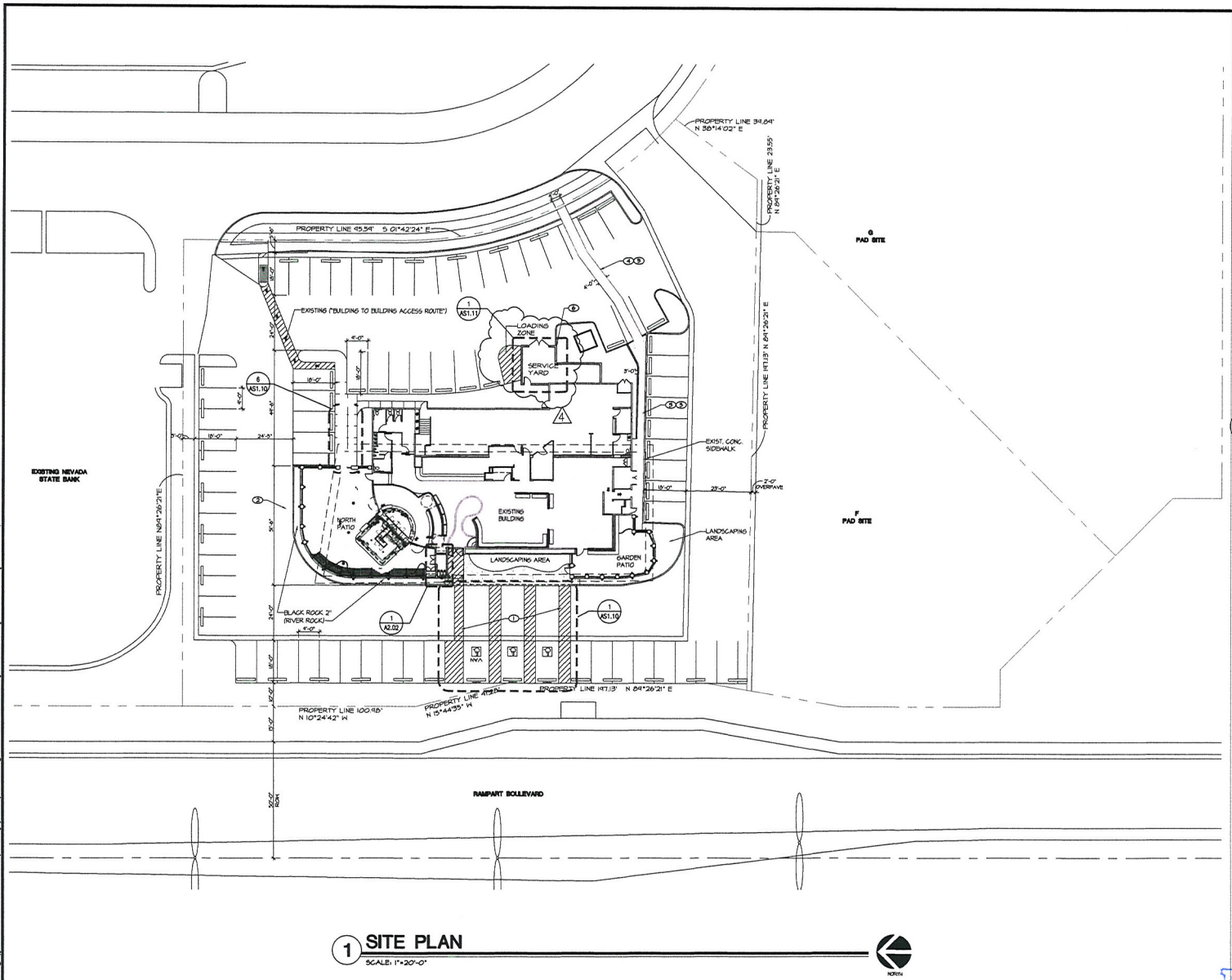
NUMBER	REVISION DESCRIPTION	DATE
1	ADDENDUM #1	12.13.04
2	CITY COMMENTS	12.28.04
3	CITY COMMENTS	01.28.05
4	OWNER CHANGE	03.08.05
5	CLV COMMENTS	04.07.05
6	-	-
7	-	-

PROJECT NUMBER: 0408
DRAWN BY: SA
CHECKED BY: RP
ISSUE DATE: 12-01-04
SCALE: AS NOTED
SHEET NUMBER: A2.01
FLOOR PLAN

CONSTRUCTION DOCUMENTS

EOT-40305

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1 SITE PLAN

SCALE: 1"=20'-0"

SITE PLAN KEY NOTES

1. NEW LOCATION FOR ADA PARKING STALL.

PARKING:

11	REGULAR STALLS (ON PROPERTY)
2	ADA REGULAR STALLS
1	ADA VAN STALL
14	TOTAL STALLS (ON PROPERTY)

2. NEW BUILDING TO BUILDING ACCESS ROUTE.

NOTE:
ADDITIONAL PARKING IS BY SHARED USE AGREEMENT WITHIN THE SHOPPING CENTER PROPERTY.

3. NEW SLOPED CONCRETE SIDEWALK; UNIFORM SLOPE FROM EXISTING SIDEWALK CONNECTION POINT TO TOP OF ASPHALT AT PARKING.

4. PAINT STRIPING TO MATCH EXISTING AT N.E. CORNER OF PROPERTY.

5. ACCESSIBLE ROUTE TO PUBLIC WAY WITH RUNNING SLOPE NOT EXCEEDING 5% OR CROSS-SLOPE NOT EXCEEDING 2%

6. REFUSE AREA WITH ENCLOSURE COVER

4

ESTAR ARCHITECTS
ARCHITECTURE • PLANNING • INTERIOR DESIGN
7251 BECKETT STREET, SUITE 410 LAS VEGAS, NEVADA 89119
TELEPHONE: (702) 878-0000 FAX: (702) 878-8430
www.wagnarchitects.com

A SHELL REMODEL FOR:
RESTAURANT
1050 S. RAMPART BLVD. LAS VEGAS, NV 89145

ISSUES	REVISION DESCRIPTION	DATE
1	ADDENDUM #1	12.10.04
2	CITY COMMENTS	12.23.04
3	CITY COMMENTS	01.18.05
4	PLANNING COMMISSION ITEM	03.11.04
5	-	
6	-	
7	-	

PROJECT NUMBER: 0405
DRAWN BY: SA
CHECKED BY: RP
ISSUE: 02-01-04
SCALE: AS NOTED

SHEET NUMBER: AS1.01
SITE PLAN

CONSTRUCTION DOCUMENTS

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December 17, 2009

Mr. Robert Eng
GL Dragon, LLC
2877 Paradise Road, Suite #2401
Las Vegas, Nevada 89109

RE: SUP-36172 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF DECEMBER 16, 2009

Dear Mr. Eng:

The City Council at a regular meeting held December 16, 2009 APPROVED the request for a Special Use permit FOR A PROPOSED 7,800 SQUARE-FOOT SUPPER CLUB IN A FORMER SUPPER CLUB at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 17, 2009. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under Title 19.04.010 for a Supper Club use.

2. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Vicky Skilbred

Vicky Skilbred
Chief Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Bob Gronauer
KCRGF
3800 Howard Hughes Parkway, 7th Floor
Las Vegas, Nevada 89169

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EOT-40305

G.L. Dragon, LLC

2877 Paradise Road, #2401
Las Vegas, NV 89109
Phone 702.732.9087

City of Las Vegas
Planning & Development Department
731 South Fourth Street
Las Vegas, Nevada 89101

Re: Justification Letter for Request for Extension of Time
1050 South Rampart Boulevard
Las Vegas, Nevada 89145
APN 138-32-412-024

To Whom It May Concern:

Attached is our submission package to request an Extension of Time on our current Special Use Permit (SUP-36172) at the above referenced property.

Our current Special Use Permit was granted on December 17, 2009. We had a tenant that was working on improvements on our property. This tenant abandoned the property last month without applying for their licensing or opening for business.

We are working on leasing the property to a new tenant and realize that a new tenant will most likely not be able to apply for their licensing before our Special Use Permit expires.

At this time, we would like to request an Extension of Time on our current Special Use Permit for a proposed 7,800 square foot Supper Club in a Former Supper Club at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commecial) Zone, Ward 2 (Wolfson).

We will conform to all Minimum Requirements under Title 19.04.010 for Supper Club use. Any business that leases the property will operate in Conformance to Chapter 6.50 of the City of Las Vegas Municipal Code. Finally, all City Code Requirements and design standards of all City Departments will be satisfied.

If there are any questions or concerns regarding this submission, I can be reached at 702.732.9087.

Respectfully,

G.L. Dragon, LLC

Robert W. Eng
Managing Partner

Attachments

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EOT-40305

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 5, 2011

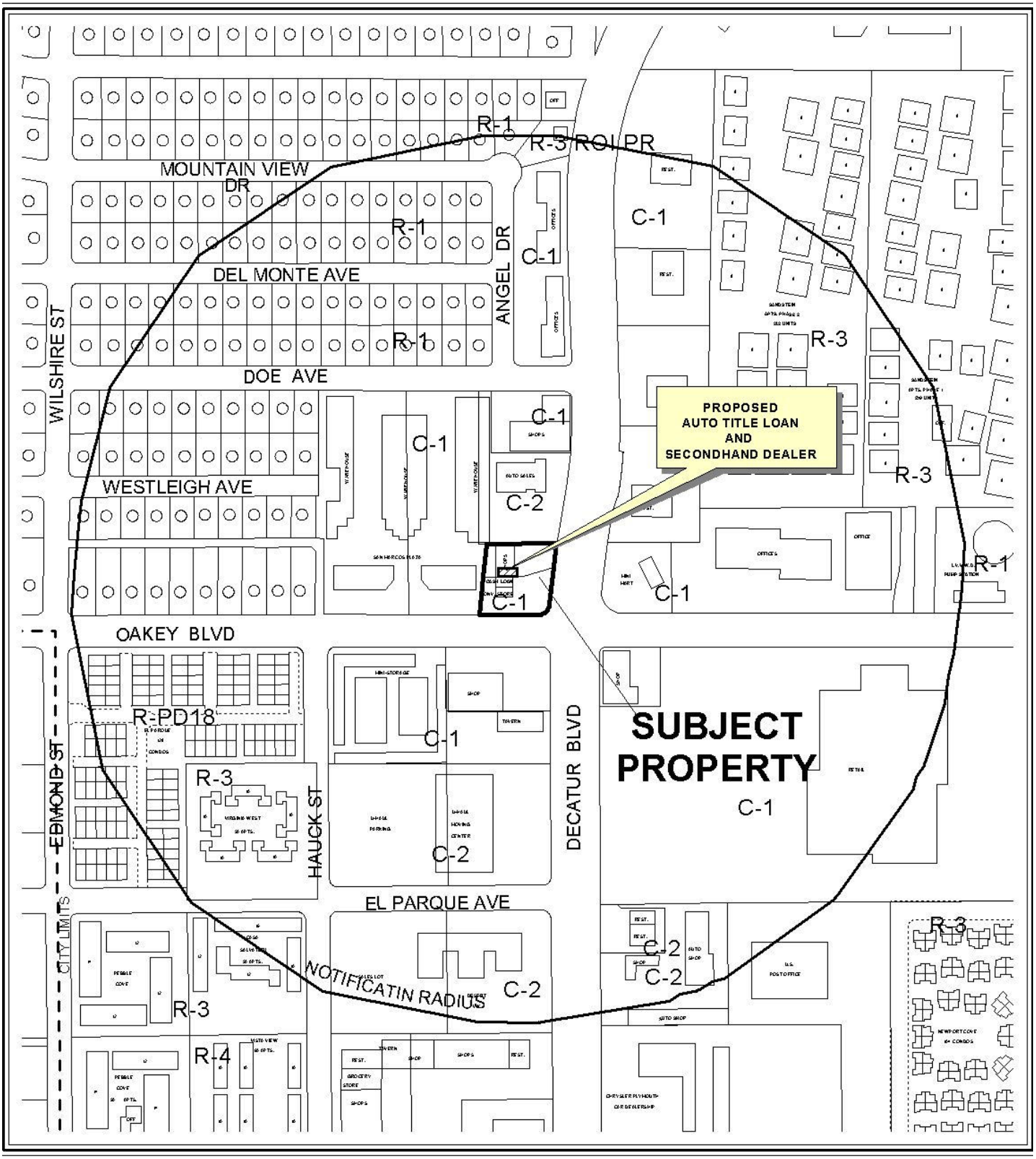
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-38534 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO SUP-38533 - PUBLIC HEARING - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A PROPOSED SECONDHAND DEALER USE (JEWELRY) WITHIN AN EXISTING 750 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED at 1620 South Decatur Boulevard, Suite A (APN 163-01-602-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the July 29, 2010 Planning Commission Meeting for Item SUP-38534



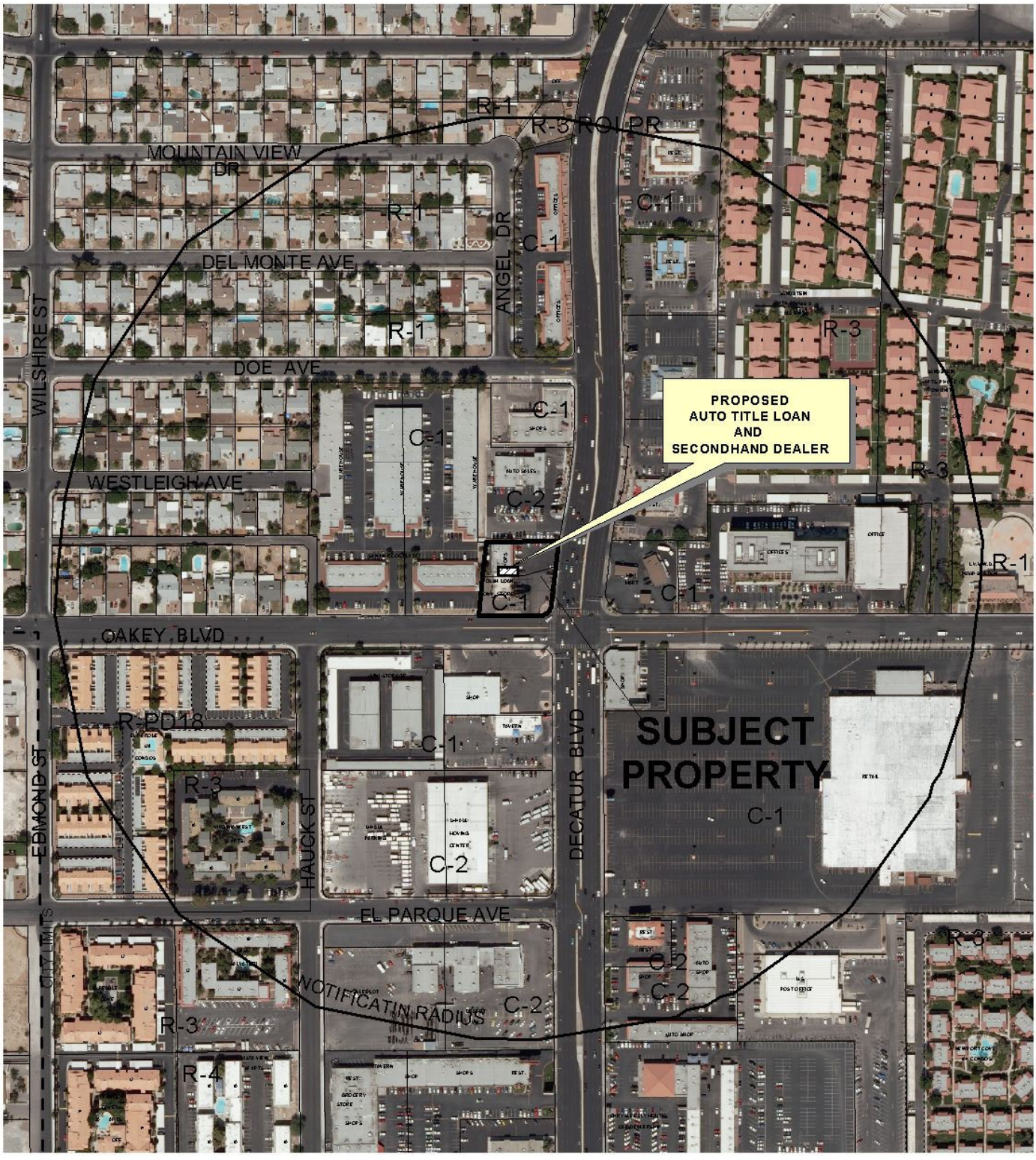
0 300 600 Feet

CASE: **SUP-38533 AND SUP-38534**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-38533 AND SUP-38534**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 1, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38534	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

SUP-38534 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Secondhand Dealer use.

2. All window signage shall be in conformance with LVMC Title 19.14, or removed within 30 days of the date of final approval.

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
January 5, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting two Special Use Permit for Auto Title Loan and Secondhand Dealer within an existing 750 square-foot non-conforming Financial Institution, Specified at 1620 South Decatur Boulevard, Suite A. The applicant is requesting for a waiver for the Auto Title Loan to allow the minimum of 750 square feet, where 1,500 square feet minimum of the building or portion thereof that is dedicated for the use. Staff is recommending approval of these applications because the proposed uses can be conducted in a manner that is harmonious and compatible with existing surrounding land uses. If this request is denied, the Auto Title Loan and Secondhand Dealer uses cannot be permitted on this site.

ISSUES

- A waiver is required to allow 750 square feet for the Auto Title Loan use where 1,500 square feet is the minimum floor area required.
- A site visit by staff and noted that a window signage was observed and exceeded the 25 percent coverage allowed pursuant to Title 19.14.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/21/69	05/21/69 - The Board of City Commissioners approved for a Rezoning (Z-0026-69) on property generally located on the northwest corner of Oakey Boulevard and Decatur Boulevard, from R-3 and R-1 to C-1. The Planning Commission recommended approval.
10/22/69	The Board of City Commissioners approved a request for a six month Extension of Time under Z-0026-69 on property generally located on the northwest corner of Oakey Boulevard and Decatur Boulevard, C-1 Zone. The Planning Commission recommended approval.
02/14/85	The Planning Commission approved a Plot Plan Review (Z-0026-69) of property generally located on the northwest corner of Oakey Boulevard and Decatur Boulevard, C-1 Zone. Staff recommended approval.
07/29/10	The Planning Commission voted (7-0) to recommend APPROVAL of companion items SUP-38533 and SUP-38534 (PC Agenda Items #44-45/rg).
09/01/10	The City Council voted (5-1) to recommend APPROVAL of companion item SUP-38533 and voted to hold this item in abeyance to the January 5, 2011 City Council meeting.

Most Recent Change of Ownership	
12/24/90	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/12/85	A building permit (#6238) was issued for a Commercial Retail Building at 1620 South Decatur Boulevard. The project was completed on 07/19/85.
08/08/95	A business license (C21-00023) was issued for a Check Cashing Service at 1620 South Decatur Boulevard Suite #A. The license was reclassified to Non-Depository Lender on 09/18/09.
01/07/10	A temporary business license (N02-00124) was issued for Non-Depository Lender at 1620 North Jones Boulevard Suite #A. The temporary business license will expire on 07/07/10.

Pre-Application Meeting	
06/03/10	A pre-application meeting with applicant was held where elements of submitting Special Use Permit applications for an Auto Title Loan and Secondhand Dealer were discussed. The topic included: • The submittal of application materials, meeting dates, and deadlines were discussed. • The parking requirement for an Auto Title Loan and Secondhand Dealer are the same as the Financial Institution, Specified. The required parking is one space per 250 square feet of gross floor area and no additional parking is required for the proposed use. • The site plan needs to be revised to include a comprehensive parking calculation with the parking requirements of different uses on-site. • The justification letter needs to be revised to include the business address and suite number of the proposed use. • The hours of operation needs to be indicated on the justification letter indicating that the use will not extend beyond the hours of 8:00 a.m. to 11:00 p.m. Otherwise, a waiver is required to extend the required hours of operation requirements. • A waiver is required to allow 750 square feet for the use where 1,500 square feet is the minimum floor area required.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/24/10	A field check was conducted by staff and observed window signage of the subject suite. Pursuant to Title 19.14, the window signage exceeds 25 percent.

Details of Application Request	
Site Area	
Net Acres	0.30

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office/General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Motor Vehicle Sales, Used	GC (General Commercial)	C-2 (General Commercial)
South	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
East	Convenience Store & Service Station (without Automotive Repair)	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Financial Institution, Specified	750 SF	1/250 SF	3				
Retail	1,500 SF	1/175 SF	10				
General Retail	750 SF	1/175 SF	5				
Office other than listed	2,250 SF	1/300 SF	9				
Beauty Salon	750 SF	3 space per station	15				
TOTAL SPACES REQUIRED			42		16		
TOTAL (With Handicapped)			40	2	15	1	N
Loading Spaces	6,000 SF	Less than 10,000 SF	1		1		Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
1,500 square feet minimum of the building or portion thereof that is dedicated for the use.	750 square feet is the existing area of the suite.	Approval

ANALYSIS

The proposed Auto Title Loan will allow a business that provides check cashing services such as a principal service deferred, a paycheck advance service, and any business primarily providing cash loans, installment loans or cash. The proposed Secondhand Dealer will allow a specialty shop which deals solely in one kind of used commodity with no new commodities, or a business in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. The term includes the sale of jewelry (Class III type) and scrap precious metals. The parking requirement for this site is determined by the different uses; therefore, 37 parking spaces are required. Currently, the provided parking for the site is 16 spaces and it is a parking-impaired development, pursuant to Title 19.10.010. The proposed Auto Title Loan and Secondhand Dealer uses will not increase the area of the suite or result in a change of use that requires an increase in the number of required parking spaces, whereas they have the same parking requirement as the existing non-conforming Financial Institution, Specified. The Financial Institution, Specified use has been pre-existing on-site prior to the requirements for a Special Use Permit.

A minimum Special Use Permit requirement for the proposed Auto Title Loan use is a 1,500 square-foot minimum floor area for the use. The applicant has requested a waiver to allow 750 square feet of floor area for the proposed use.

A site visit was conducted by staff noted a window signage was observed and exceeded the 25 percent coverage allowed pursuant to Title 19.14. A condition of approval has been added to address the window signage.

The proposed Auto Title Loan and Secondhand Dealer uses can be conducted in a manner that is harmonious and compatible with existing surrounding land uses. No additional parking requirements for the proposed uses, staff is recommending approval of this request.

FINDINGS (SUP-38533)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Decatur Boulevard, a 100-foot Primary Arterial and Oakey Boulevard, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Auto Title Loan use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use does not meet the applicable condition per Title 19.04. Staff recommends approval of a waiver to allow 750 square feet minimum for the proposed use, where 1,500 square feet minimum is required.

FINDINGS (SUP-38534)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed Secondhand Dealer use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Decatur Boulevard, a 100-foot Primary Arterial and Oakey Boulevard, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Auto Title Loan use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. The use meets all of the applicable conditions per Title 19.04.

The Secondhand Dealer use meets all of the applicable conditions per Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 261 (By City Clerk)

APPROVALS 3

PROTESTS 2

RECEIVED
JUN 14 2010

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38534** APN: 163-01-602-005

Name of Property Owner: Decatur - Oakey Plaza, L.P.

Name of Applicant: Loanex

Name of Representative: Bob Gronauer - Kaempfer Crowell Renshaw Gronauer & Fiorentino

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

X Signature of Property Owner: Joseph Vranesh

Print Name: Joseph VRANESH

Subscribed and sworn before me

This 10 day of June, 2010

_____
Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
SCOTT K. CATERER
My Appointment Expires
No: 05-101729-1 December 2, 2013

RECEIVED
JUN 14 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Second Hand Sales

Project Address (Location) 1620 S. Decatur Boulevard Suite A

Project Name Loanex **Proposed Use** Second Hand Sales

Assessor's Parcel #(s) 163-01-602-005 **Ward #** 1

General Plan: existing _____ proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information See attached justification letter

PROPERTY OWNER Decatur-Oakey Plaza, L.P. **Contact** John Grewell

Address 1700 S. 8th Street **Phone:** (702) 856-7419 **Fax:** _____

City Las Vegas **State** NV **Zip** 89104

E-mail Address johngrewell@gmail.com

APPLICANT Loanex **Contact** John Grewell

Address 71 Marsh Harbor Court **Phone:** (702) 856-7419 **Fax:** _____

City Las Vegas **State** NV **Zip** 89148

E-mail Address johngrewell@gmail.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Bob Gronauer

Address 8345 W. Sunset Road, Suite 250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address rjg@kcnvlaw.com

X **Property Owner Signature*** Joseph Vranesh

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Joseph VRANESH

Subscribed and sworn before me

This 10 day of June, 20 10.

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
SCOTT K. CATERER
My Appointment Expires
No: 05-101729-1 December 2, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP 38534
Meeting Date:	7.29.10
Total Fee:	$1,030.-
Date Received:*	6.14.10
Received By:	JBA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.



SUP-38533 & SUP-38534 - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA, LIMITED PARTNERSHIP
1620 SOUTH DECATUR BOULEVARD, SUITE A

06/24/10

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW
LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.882.0257

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

June 11, 2010

VIA HAND DELIVERY

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
731 S. Fourth St.
Las Vegas, NV 89101

Re: ***Justification Letter – Special Use Permit for Auto Title Loan & Secondhand Sales and Waivers to Reduce Square Footage Requirements***
APN: 163-01-602-005

To Whom It May Concern:

Please be advised this office represents Loanex (the "Applicant"). The Applicant is seeking a special use permit for an auto title use, secondhand dealer for the buying and selling of gold and a waiver of square footage requirements at its existing business located at 1620 S. Decatur Blvd. Suite A. on the northwest corner of Decatur Boulevard and Oakey Boulevard, more particularly known as APN: 163-01-602-005 (the "Site").

The Applicant has been lawfully operating its 750 square foot check cashing/payday loan/title loan business from 9am to 6pm Monday through Friday for a number of years at the Site, including offering an auto title use to it customers. The Code requires a minimum square footage of 1500 square feet and the Applicant's suite is 750 square feet. However, the Nevada legislature recently amended the state law which resulted in existing businesses of this type to reclassify their local business licenses which carved out auto title loans as a separate use. Therefore, as the Site is zoned C-1 a special use permit is now required for the Applicant to obtain approval of the amended business license.

As a result and in order to comply with the new state and local laws, the Applicant is seeking the special use permit to continue offering auto title uses at the Site, as it has for the past several years.

RECEIVED
JUN 14 2010

SUP-38533
SUP-38534

Secondhand Dealer

In addition the Applicant wishes to expand its business by offering the buying and selling of gold and precious metals at this Site. This use is allowed in a C-1 zone with the approval of a special use permit.

We thank you in advance for your consideration of this matter. Should you have any additional questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Anthony J. Celeste for

AJC/

RECEIVED
JUN 14 2010

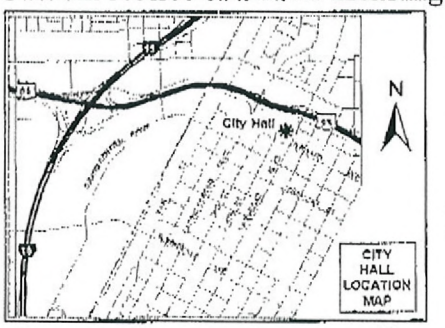
SUP-38533
SUP-38534

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 20 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



X RETURN SERVICE REQUESTED

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534
City Council Meeting of 9/1/2010

9/1/2010 SUP-38533/SUP-38534

Mr. John Grewell
Decatur-Oakey Plaza, LP
1700 South 8th Street
Las Vegas, NV 89104

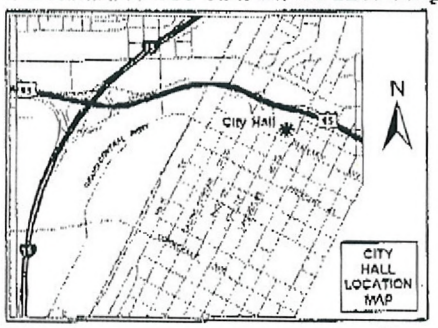
RECEIVED
CITY CLERK
2010 AUG 30 A 8:00

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 AUG 20 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534
City Council Meeting of 9/1/2010

DECATUR-OAKEY PLAZA L P
1700 S 8TH ST
LAS VEGAS NV 89104-2845

APN#16301602005

RECEIVED
CITY CLERK
2010 AUG 30 A 8:00

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

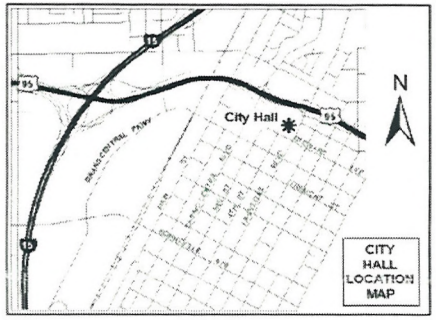
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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JUL 16 2010
MAILED FROM ZIP CODE 89101

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JUN 21 2010

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534

Planning Commission Meeting of 7/29/2010

Case: SUP-38533
16301616002
BRYANT JEFFREY DELL & AMY
5232 W OAKEY BLVD
LAS VEGAS NV 89146-3314

44-45
P

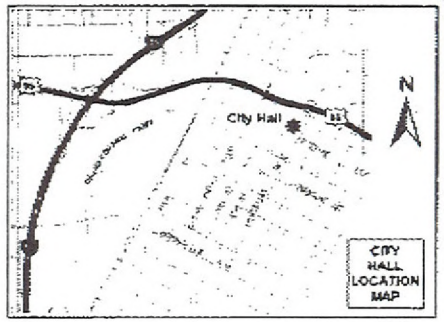
07/22/2010 19:32 7028773349 ERIC: "=LANETTE PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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$ 00.41[4]
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534

Planning Commission Meeting of 7/29/2010

Case: SUP-38533

16301616004
HIGGONBOTHAM ERIC & LANETTE
5224 W OAKEY BLVD
LAS VEGAS NV 89146-3314

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JUN 23 2010

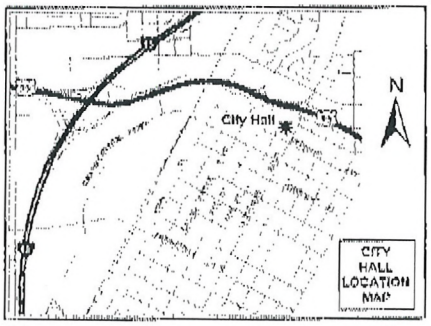
Submitted after final agenda
Date
Item 44-45 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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0004279218 JUL 16 2010
MAILED FROM ZIPCODE 89101

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Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534

Planning Commission Meeting of 7/29/2010

Case: SUP-38533

16301602005
DECATUR-OAKEY PLAZA L P
1700 S 8TH ST
LAS VEGAS NV 89104-2845

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JUN 2 0 2010

44-45
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City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 5, 2011

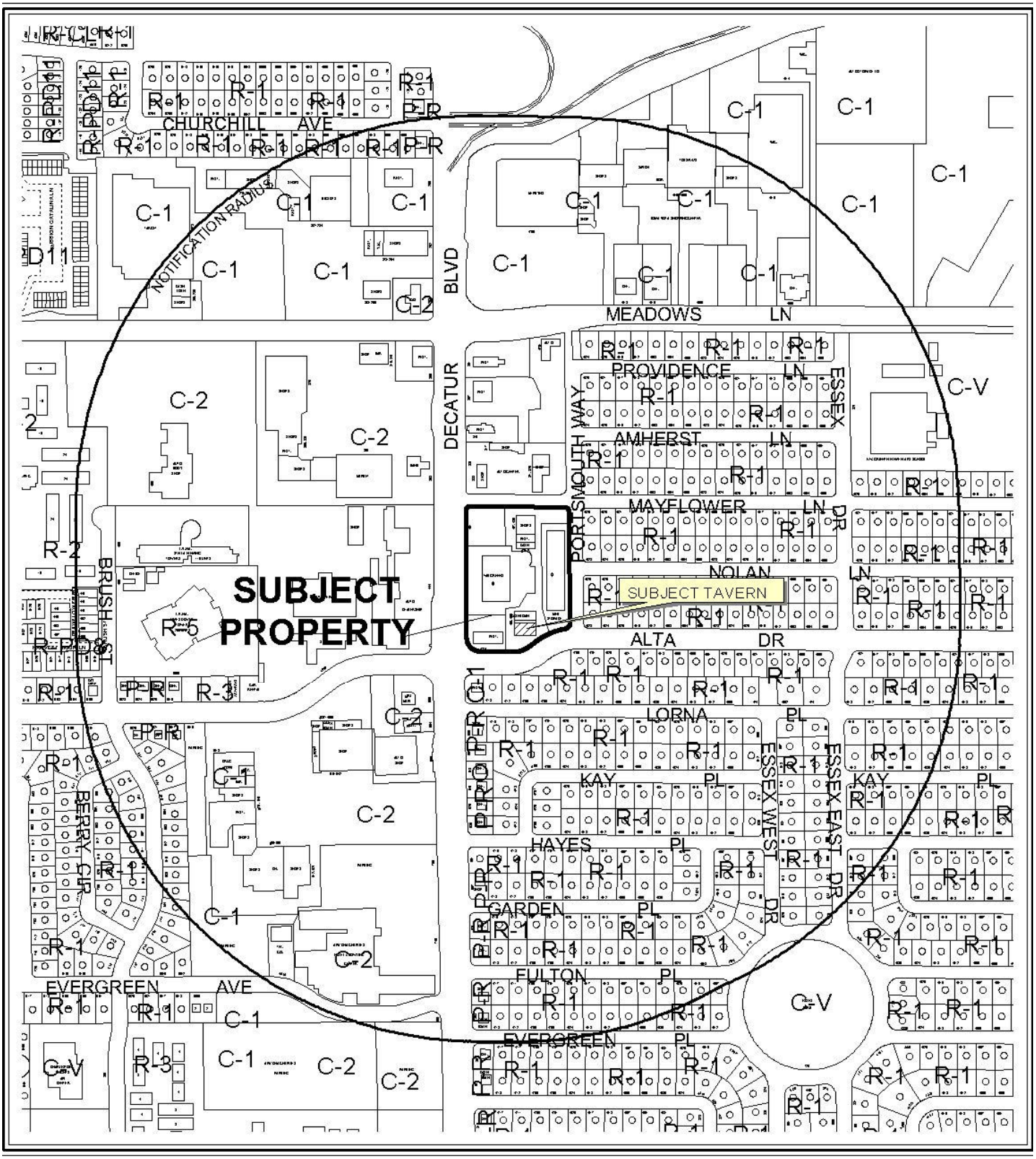
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-40307 - EXTENSION OF TIME – NON-CONFORMING USE - PUBLIC HEARING - APPLICANT: BECKER GAMING GROUP - OWNER: ALTA DECATUR, LLC - Request for an Extension of Time of a Non-Conforming Use for a Tavern at 465 South Decatur Boulevard (APN 139-31-221-005), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter



0 500 1000 Feet

CASE: **EOT-40307**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



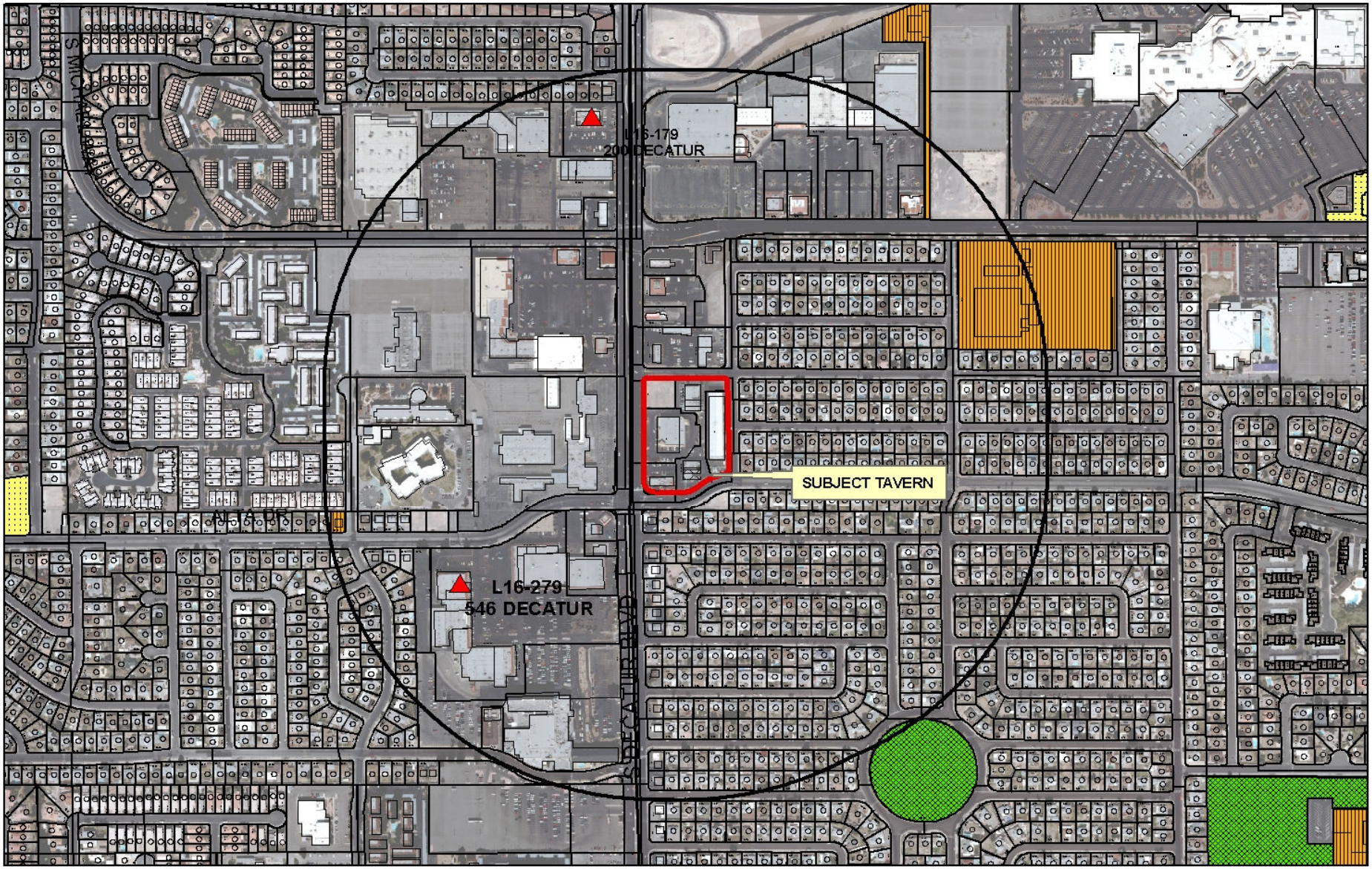
0 500 1000 Feet

CASE: **EOT-40307**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



EOT-40307

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 310 620 1,240 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: BECKER GAMING GROUP - OWNER: ALTA DECATUR, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40307	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40307 CONDITIONS

Planning and Development

1. This request for an Extension of Time for a non-conforming use for a Tavern located at 465 South Decatur Boulevard shall expire on 12/08/11 unless another extension of time request is approved by the City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Tavern at 465 South Decatur Boulevard. On December 8, 2009, business license L16-00290 for a Tavern was classified as inactive with no subsequent Tavern licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/16/01	The City Council approved a request for a Variance (V-0020-01) to allow 190 parking spaces where 230 spaces are the minimum required on the northeast corner of Decatur Boulevard and Alta Drive. Planning Commission recommended approval.
12/15/04	The City Council approved a request for a Required Review (RQR-5372) of a previously approved Variance (V-0020-01) that allowed 190 parking spaces where 230 spaces was the minimum required adjacent to the northeast corner of Decatur Boulevard and Alta Drive.
05/02/07	The City Council approved the Appeal of the Planning and Development Department Interpretation of Title 19.16 regarding the discontinuance of a non-conforming tavern use located at 465 South Decatur Boulevard.
10/06/10	The City Council adopted Bill 2010-40, Ordinance 6114 to authorize under certain circumstances an Extension of Time regarding non-conforming uses. Planning Commission recommended approval.

Most Recent Change of Ownership	
12/28/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no current building permits issued for the subject site.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.42

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant building with a proposed Tavern	SC (Service Commercial)	C-2 (General Commercial)
North	Retail Establishments	SC (Service Commercial)	C-2 (General Commercial)
South	Single Family Residences	L (Low Density Residential)	R-1 (Single-Family Residential)
East	Mini Storage Facility	SC (Service Commercial)	C-2 (General Commercial)
West	Restaurant/Retail Establishments	SC (Service Commercial) and GC (General Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

On December 8, 2009, business license L16-00290 for a Tavern was classified as inactive with no subsequent Tavern licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed an owner of property abandoned for a period of time greater than the applicable abandonment period to request an Extension of Time not to exceed the duration of the applicable abandonment period. A public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an extension of time for the non-conforming use due to the current market conditions and economic downturn in the Las Vegas area. This request for an Extension of Time meets the requirements outlined in Bill 2010-40, Ordinance 6114; therefore, staff is recommending approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 588 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40307** APN: 139-312-21-005

Name of Property Owner: ALTA Decatur, L.L.C.

Name of Applicant: Becker Gaming Group

Name of Representative: Ed Garcia

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Bruce F. Becker

Subscribed and sworn before me

This 11th day of November, 20 10

_____
Notary Public in and for said County and State

NOTARY PUBLIC
ROSA VALANTASIS
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. AUG. 29, 2012
No: 08-7819-1

RECEIVED
NOV 24 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 465 S. Decatur

Project Name CB's Casino **Proposed Use** Tavern

Assessor's Parcel #(s) 139-312-21-005 **Ward #** _____

General Plan: existing C-2 proposed C-2 **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 2,724 sf **Floor Area Ratio** _____

Gross Acres N/A **Lots/Units** N/A **Density** N/A

Additional Information _____

PROPERTY OWNER ALTA Decatur, L.L.C. **Contact** _____

Address 2605 S. Decatur **Phone:** (702) 579-0235 **Fax:** (702) 579-0244

City Las Vegas **State** NV **Zip** 89102

E-mail Address Milligan@beckergaming.com

APPLICANT Becker Gaming Group **Contact** _____

Address 2605 S. Decatur **Phone:** (702) 579-0235 **Fax:** (702) 579-0244

City Las Vegas **State** NV **Zip** 89102

E-mail Address Milligan@beckergaming.com

REPRESENTATIVE Ed Garcia **Contact** _____

Address 3773 Howard Hughes Pkwy, 3rd Fl. So. **Phone:** (702) 862-3317 **Fax:** (702) 734-2722

City Las Vegas **State** NV **Zip** 89169

E-mail Address emg@jonesvargas.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Bruce F. Becker

Subscribed and sworn before me

This 14th day of November, 20 10.

_____

Notary Public in and for said County and State

NOTARY PUBLIC
ROSA VALANTASIS
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. AUG. 29, 2012
No: 08-7819-1

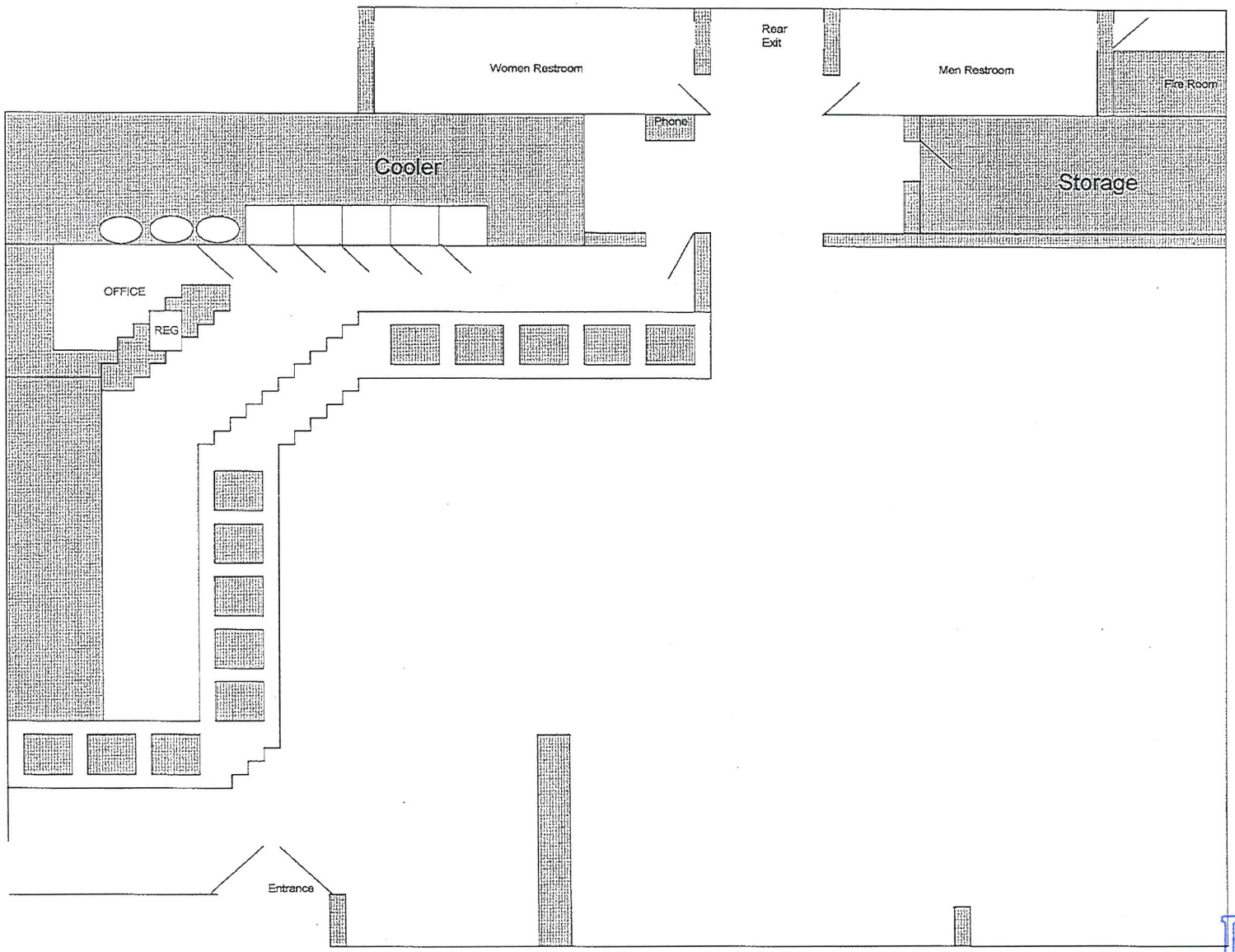
FOR DEPARTMENT USE ONLY

Case #	EOT-40307
Meeting Date:	1-25-11 CC
Total Fee:	$800
Date Received:*	11/24/10
Received By:	

RECEIVED
NOV 24 2010
Planning & Development

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

465 South Decatur Blvd
SqFt = 2724



RECEIVED
NOV 24 2010
EOT-40307

JONES VARGAS

ATTORNEYS AT LAW
3773 HOWARD HUGHES PARKWAY
THIRD FLOOR SOUTH
LAS VEGAS, NEVADA 89169

TEL (702) 862-3300 FAX (702) 734-2722

WWW.JONESVARGAS.COM

JOSEPH W. BROWN
ALBERT F. PAGNI
JOHN P. SANDE, III
WILLIAM J. RAGGIO
GARY R. GOODHEART
MICHAEL E. BUCKLEY
RICHARD F. JOST
DOUGLAS M. COHEN
KEVIN R. STOLWORTHY
JAMES L. WADHAMS
JODI R. GOODHEART
PAUL A. LEMCKE
MICHAEL G. ALONSO
ANN MORGAN
KRIS T. BALLARD

WILLIAM C. DAVIS, JR.
KARL L. NIELSON
PATRICK J. SHEEHAN
JOHN P. DESMOND
SCOTT M. SCHOENWALD
CONSTANCE L. AKRIDGE
RICHARD M. TRACHOK, II
EDWARD M. GARCIA
ELIZABETH FIELDER
MOLLY MALONE REZAC
RYAN W. HERRICK
BRIAN R. IRVINE
MATTHEW T. MILONE
BRETT J. SCOLARI

SARIG ARMENIAN
JUSTIN J. BUSTOS
DANIEL S. CEREGHINO
KENNETH K. CHING
CONOR P. FLYNN
TRACY A. DIFILLIPPO
BENJAMIN W. KENNEDY
WAYNE O. KLOMP

VAR E. LORDAHL, JR.
RICHARD A. RAWSON
JOHN P. SANDE, IV
BRADLEY SCOTT SCHRAGER
*TODD M. SMITH
JESSE A. WADHAMS
GORDON H. WARREN

MELVIN D. CLOSE, JR.
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HERBERT M. JONES (1914 - 2008)
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JOHN C. BARTLETT (1910 - 1982)
LOUIS MEAD DIXON (1919 - 1993)
GARY T. FOREMASTER (1953 - 1998)

CATHERINE A. SOURK
EXECUTIVE DIRECTOR

Writer's Direct Line
(702) 862-3317
E-Mail Address
emg@jonesvargas.com

November 24, 2010

City of Las Vegas
Planning and Development
731 South Fourth Street
Las Vegas, NV 89101

Hand Delivered

Re: Extension of Time Application Justification

Dear Planning and Development:

Please be advised that this firm represents Becker Gaming Group (the "***Applicant***") which is the leaseholder for CB's Casino located at 465 S. Decatur (the "***Location***") which is approved for operated in the past as a tavern.

Enclosed is an Extension of Time Application for the location to maintain its use as a tavern. The Location is owned by a related entity to the Applicant, ALTA Decatur, L.L.C (the "***Landlord***"). In December 2009, the tenant/operator at the location ceased operations and relinquished the location to the Landlord. Since that time, Landlord has been unable to locate another tenant to operate the Location due to market conditions.

As Landlord and the Applicant have shared ownership and Applicant is experienced in operating taverns, Landlord entered into a lease with the Applicant with the thought that the Applicant might operate on a temporary basis. Current market conditions no longer make that feasible. With the expected continued economic situation it is unlikely a tenant will be located in the very near term. Therefore, the Applicant respectfully requests an Extension of Time for a period of time sufficient for Landlord to locate a properly qualified tenant.

This request is justified by the economic hardship that the Landlord and Applicant are suffering by events out of their control and it would further economically damage these parties if the approved use of the property were allowed to expire. The Location has operated as a tavern for several years and has

RENO OFFICE
100 WEST LIBERTY STREET, TWELFTH FLOOR, RENO, NEVADA 89504 TEL (775) 786-5000 FAX (775) 786-1177
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been a contributing business in the local community in all the time it has operated. The use continues to be appropriate for the area and furthers the goals and polices of the City of Las Vegas.

We respectfully request your approval for this Extension of Time application. Please do not hesitate to contact me should you have any questions regarding this application.

Very truly yours,

JONES VARGAS



Edward M. Garcia

EMG/ab
Enclosures as stated.

899952.doc

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City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: JANUARY 5, 2011

DEPARTMENT: PLANNING & DEVELOPMENT
ACTING DEPUTY DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-40146 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS - Request for a Major Amendment to a previously approved Site Development Plan Review (SDR-26709) FOR A PROPOSED FIVE-LEVEL, 335-SPACE PARKING GARAGE WITH WAIVERS OF THE SYMPHONY PARK PARKING STRUCTURE DESIGN STANDARDS, BUILD-TO LINE STANDARD, REQUIRED RETAIL FRONTAGE STANDARD AND STREETSCAPE STANDARDS on a portion of 5.10 acres at the northeast corner of Clark Avenue and Promenade Place (APN 139-33-610-026), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

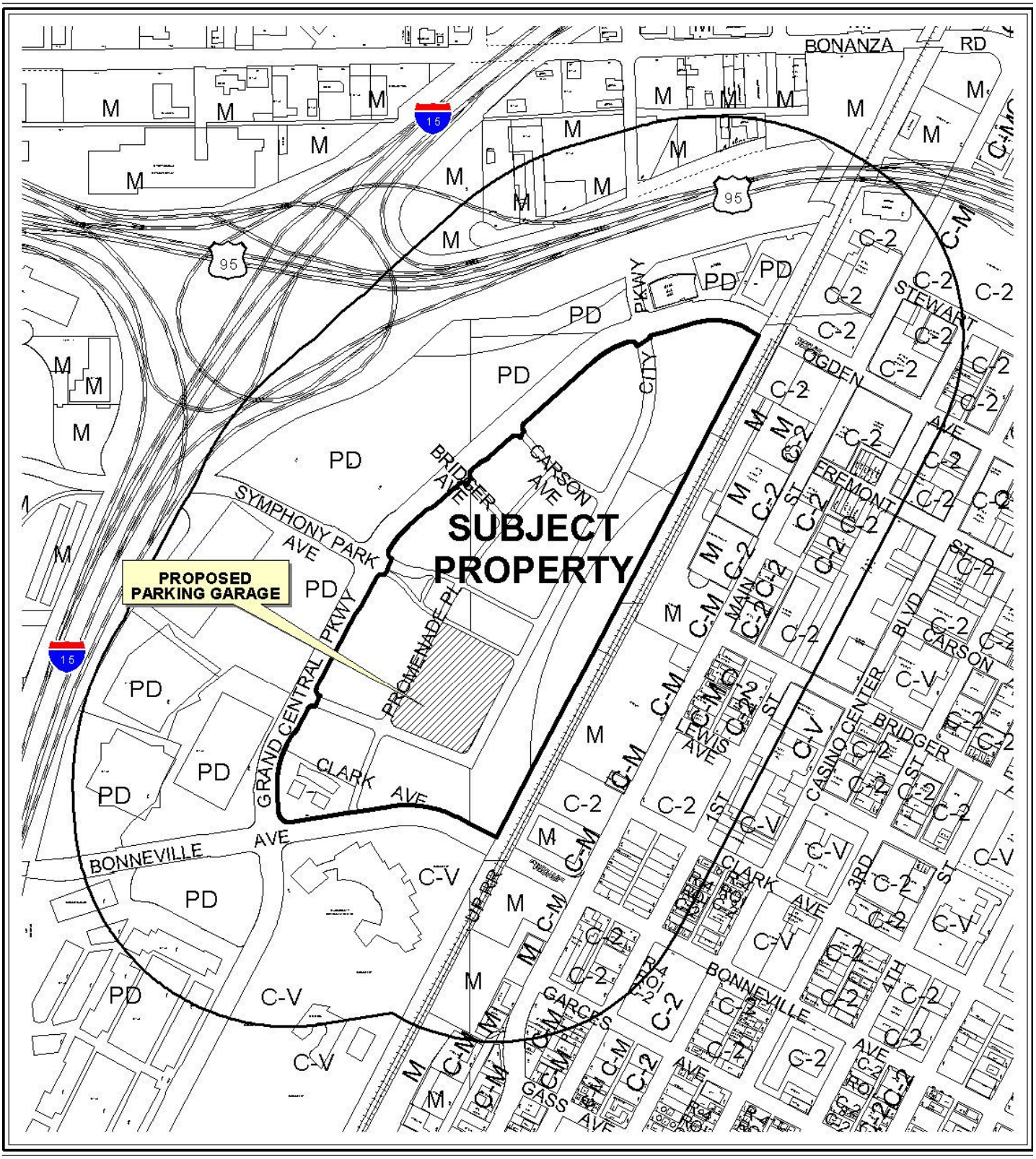
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Symphony Park Design Review Committee Denial Letter
6. Symphony Park Design Review Committee Comments
7. Justification Letter



CASE: **SDR-40146**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



CASE: **SDR-40146**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 5, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-40146	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SDR-40146 CONDITIONS

Planning and Development

1. Conformance to the Conditions of Approval for Site Development Plan Reviews (SDR-26709 and SDR-38854) shall be required, except as amended herein.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the proposed structure. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and building elevations, date stamped 11/19/10, and landscape plan, date stamped 11/19/10, except as amended by conditions herein.

4. The following Waivers from the Symphony Park Design Standards are hereby approved as follows:
   a. A Waiver from Subsections 1.5.1 and 1.5.3 is hereby approved to allow no active frontages on Promenade Place and Clark Avenue where active frontages are required.
   b. A Waiver from Subsection 1.5.5 is hereby approved to allow no retail or restaurant frontage on Promenade Place where such frontage is required.

c. A Waiver from Subsection 1.6.4 is hereby approved to allow exposed parking on Promenade Place and Clark Avenue where exposed parking is to be avoided along Promenade Place and minimized along Clark Avenue, and to allow garage elevations to be architecturally inconsistent with the adjacent museum building where consistency is required.
d. A Waiver from Subsection 1.9.1 is hereby approved to allow the garage building to be set back along Clark Avenue where a building wall enclosure at the build-to line is required.
e. A Waiver from Subsection 1.12.1 is hereby approved to allow no public art installations on the building where four are required.
f. A Waiver from Subsection 3.4 is hereby approved to allow no canopies along Clark Avenue where canopies are required.
g. A Waiver from Subsection 3.7.1 is hereby approved to allow 10-foot high false storefronts along Promenade Place and no storefronts along Clark Avenue where minimum 16-foot storefronts are required at street level.
h. A Waiver from Subsection 3.9.1 is hereby approved to allow the garage elevations to be inconsistent with each other and to allow the Clark Avenue garage elevation to appear unimproved where such are not allowed.
i. A Waiver from Subsection 3.11.1 is hereby approved to allow the Clark Avenue garage elevation to expose sloping floors to exterior public view where such is not allowed.
j. A Waiver from Subsection 3.11.3 is hereby approved to allow no fenestration on any exposed façade where such is required.
k. A Waiver from Subsection 3.11.4 is hereby approved to allow no retail or other uses at street level where required for parking structures.
l. A Waiver from Subsection 3.12.4 is hereby approved to allow cut-off type lighting fixtures on the perimeter only where cut-off lighting is required for all garage lighting.
m. A Waiver from Subsection 3.13.1 is hereby approved to allow no variation in street wall placement where at least two variations are required per 100 feet of frontage.
n. A Waiver from Subsection 3.14.2 is hereby approved to allow no awnings or arcades on the north side of Clark Avenue where such are required along 75 percent of the sidewalk length.
o. A Waiver from Subsection 3.16.6 (5.G) is hereby approved to allow multiple wall signs per building face that are located at the top of the parapet where one sign per building face, using no more than two percent of the building wall area and located no closer than two feet from the top of parapet is allowed.

5. Any changes based upon right-of-way, traffic or drainage studies or street improvements required by the city or public utilities shall not reduce the widths of perimeter landscape buffers, height of walls or quantities of plant materials from that on submitted landscape plans date stamped 11/19/10. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

6. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. Revised plans and elevations shall be submitted to and approved by the SP-DRC as indicated on the SP-DRC action letter dated 11/30/10 prior to the time application is made for a building permit. Approved plans shall be submitted to the Planning and Development Department.

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. A Master Sign Plan shall be submitted for review and approval by the SP-DRC prior to the issuance of any sign permits.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Unless already constructed or guaranteed by the Master Developer, construct all incomplete half street improvements adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with the development of this site.

16. A Drainage Plan and Technical Drainage Study or other information acceptable to the Flood Control Section must be submitted to and approved by the Department of Public Works prior to issuance of any building or grading permits. Provide and improve all drainageways recommended in the approved drainage plan/study.

17. Site development to comply with all applicable conditions of approval for SDR-26709, SDR 38854 and all other site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

A performing arts center is currently under construction and a Museum (Private) has been approved on the subject site. The applicant is seeking to amend the approved Site Development Plan Review for the museum to add a proposed 335-space, five-level parking garage for use by museum and performing arts center patrons, located at the northeast corner of Clark Avenue and Promenade Place. The Symphony Park Design Review Committee (SP-DRC) has recommended denial based on nonconformance to the Symphony Park Design Standards. As the project does not fulfill the Symphony Park vision for a mixed-use, active street front along Promenade Place that minimizes the visual impact of a parking structure, it is incompatible with the approved development on the site and staff recommends denial. If denied, a new Site Development Plan Review would be required prior to further development of the site.

ISSUES

- This Site Development Plan Review is required by a condition of approval of Site Development Review SDR-38854 for the Reynolds Discovery Children's Museum.
- The proposed development requires 16 waivers of the Symphony Park Design Standards, including those pertaining to parking structure design, build-to line, and retail frontage. Staff recommends denial of these waivers.
- Additional revisions to the plans are required by the SP-DRC; this is noted as a condition of approval. The SP-DRC has recommended denial of the project as proposed and does not support the requested waivers.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/23/98	The City Council approved a Rezoning (Z-0100-97) from M (Industrial) to PD (Planned Development) on approximately 178 acres generally located along the east side of Interstate 15 between Charleston Boulevard and U.S. 95. The Planning Commission and staff recommended approval.
11/15/06	The City Council approved a request for a Site Development Plan Review (SDR-16267) for a proposed mixed use development on 61.57 acres located at the northeast corner of Grand Central Parkway and Bonneville. The Planning Commission and staff recommended approval.
01/03/07	The City Council adopted the Union Park Design Standards through Ordinance #5874.

05/07/08	The City Council approved a request for a Site Development Plan Review (SDR-26709) for a Performing Arts Center, including a 2,100-seat auditorium and an education center with waivers of Union Park streetscape standards, lighting standards, architectural standards and access requirements on a portion of 53.6 acres generally located at the northeast corner of Bonneville Avenue and Grand Central Parkway. The Planning Commission and staff recommended approval.
05/20/09	The City Council approved the change in the name of the Union Park development to Symphony Park.
08/04/10	The City Council adopted the Symphony Park Design Standards and related design documents through Ordinance #6102.
08/26/10	The Planning Commission approved a request for a Major Amendment (SDR-38854) of a previously approved Site Development Plan Review (SDR-26709) for a proposed 60,000 square-foot Museum (Private) with waivers of Symphony Park screening and architectural design standards on 5.10 acres at the northwest corner of Clark Avenue and City Parkway. Staff recommended approval.
11/30/10	The Symphony Park Design Review Committee (SP-DRC) recommended denial of the proposed development for nonconformance with the Symphony Park Design Standards.
12/16/10	The Planning Commission (6-0 vote) recommends APPROVAL (PC Agenda Item #29/ss).

Most Recent Change of Ownership	
05/11/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/19/09	A building permit (128880) was issued for a 2,100-seat auditorium at 361 Symphony Park Avenue. A final inspection has not been completed.
	A building permit (130976) was issued for the Performing Arts Center Large Hall and Education Center at 575 Symphony Park Avenue. A final inspection has not been completed.
09/13/10	A plan check (39574) was initiated for a museum shell building at 360 Promenade Place. Plans are still being reviewed and no permits have been issued.

Pre-Application Meeting	
10/11/10	A pre-application meeting was held with the applicant to discuss submittal requirements for a Site Development Plan Review application. Key issues discussed included the following: • The proposed plan will require review by the SP-DRC prior to submittal of plans for public hearing. • Waivers of the Symphony Park Standards will be required.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
11/09/10	A field check was conducted. The following observations were noted: • Temporary fencing is located along the perimeter of the site. • The subject site is undeveloped; the performing arts center adjacent to the site is currently under construction.

Details of Application Request	
Site Area	
Net Acres	5.10 (portion)

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Performing Arts Center and Undeveloped	MXU (Mixed Use)	PD (Planned Development)
North	Undeveloped (used for construction staging)	MXU (Mixed Use)	PD (Planned Development)
South	Undeveloped	MXU (Mixed Use)	PD (Planned Development)
East	Parking Lot	MXU (Mixed Use)	PD (Planned Development)
West	Parking Lot	MXU (Mixed Use)	PD (Planned Development)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
PD (Planned Development) District	X		Y
Downtown Centennial Plan Overlay District (Symphony Park)	X		N
G-O (Gaming Enterprise Overlay) District	X		N/A
A-O (Airport Overlay) District (175 Feet)	X		Y
Downtown Casino Overlay District	X		N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to the Symphony Park Design Standards, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	5.10 acres	N/A
Min. Lot Width	N/A	406 Feet	N/A
Min. Setbacks:			
• Front	Conform to build-to line	25 Feet	N
• Side	N/A	208 Feet	N/A
• Corner	Conform to build-to line	25 Feet	Y
Max. Building Height	N/A	54 Feet	N/A
Trash Enclosure	Not visible from rights-of-way	Interior	Y
Mech. Equipment	Screened	Screened	By condition

Symphony Park Schematic Streetscape Design

Streetscape Standards	*Required*	*Provided*	*Compliance*
Promenade Place	60” box (4) Desert Museum Palo Verde Trees (24’ on center)	60” box (4) Desert Museum Palo Verde trees in pots	Y
	(5) Medjool Date Palm Trees (24’ on center)	(5) Medjool Date Palm Trees at 22’ BTH	Y

Clark Avenue	60" box (8) Red Push Pistache (24' on center) in tree grates	60" box (6) Red Push Pistache trees in tree grates, (2) trees in planters	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Promenade Place	N/A	N/A	34	Y
Clark Avenue	N/A	N/A	56	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Museum	57,377 SF	1 space/300 SF GFA	192				
TOTAL SPACES REQUIRED			192		335		Y
Regular and Handicap Spaces Required			186	6	327	8	Y

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

Waivers of the Symphony Park Design Standards		
Requirement	***Request***	***Staff Recommendation***
1.5.1/1.5.3 – Active frontages along Promenade Place and Clark Avenue	No active frontages	Denial
1.5.5 – Retail and restaurant frontage on Promenade Place	No retail or restaurant frontage (false storefronts indicated)	Denial
1.6.4 – Exposed parking on Promenade Place shall be avoided and shall be minimized on Clark Avenue. Exposed parking shall be treated architecturally consistent with adjacent buildings.	Exposed parking on both Promenade Place and Clark Avenue. Elevations inconsistent with adjacent museum	Denial

1.9.1 – Building wall enclosure at build-to-line is required along Promenade Place and Clark Avenue	Building set back along Clark Avenue	Denial
1.12.1 – Min. four (4) public art opportunities or installations are required (as listed in Sec. 1.12)	None specified for entire building	Denial
3.4.1 – 3.4.5 – Awnings or canopies are required	No canopies along Clark Avenue; one canopy along Promenade Place	Denial
3.7.1 – Min. 16-20 foot consistent street level storefront heights	False storefronts on Promenade Place at 10 feet; first floor visually expressed at max. 16 feet; no storefronts along Clark Avenue	Denial
3.9.1 – All sides of a structure shall exhibit design continuity; there shall be no unimproved side to a structure	Clark Avenue elevation not consistent with Promenade Place elevation, appears unimproved	Denial
3.11.1 – Sloping floors of a parking structure shall not be exposed to public view from outside the structure	Clark Avenue elevation exposes sloping floors	Denial
3.11.3 – Architectural treatment expressing individual building fenestration where parking structure facades are exposed	No fenestration on either elevation. Large graphic panels used to hide the façade	Denial
3.11.4 – Parking shall be wrapped with retail or other uses to avoid large blank walls or parking next to street level sidewalk	False storefronts along Promenade Place; none along Clark Avenue	Denial
3.12.4 – Cut-off type lighting sources for all garage lighting	Cut-off type fixtures on perimeter only	Denial
3.13.1 – Street walls shall include at least two variations in wall placement per 100 linear feet of street frontage	No variation	Denial

3.14.2 – Buildings and pedestrian ways on the north sides of streets shall be protected by awnings and/or arcades along 75% of the length of the sidewalk	None on north side of Clark Avenue	Denial
3.16.6 (5.G) – One wall sign per building face, 2% of building wall area, no closer than 2 feet from top of parapet.	Wall signs proposed more than 30 times the allowable amount and located at top of parapet	Denial

ANALYSIS

The subject site is located within a PD (Planned Development) zoning district and the Symphony Park District of the Downtown Centennial Plan Overlay District. Development within this district is subject to the Symphony Park Design Standards Manual. The proposed development has no impact on the site's location within the Gaming Enterprise Overlay District or Downtown Casino Overlay District. At a height of 54 feet, the proposed parking garage conforms to the requirements of the Airport Overlay District in this area of the city.

The Symphony Park Design Review Committee (SP-DRC) reviewed the proposed site prior to submittal to the city. It found that the structure was not designed to reflect the intent of the Symphony Park Design Standards, which is to minimize the functional, visual and noise impact of parking structures, enhance the quality and pedestrian experience of Symphony Park streets and to continue the active street front uses. The SP-DRC therefore recommended denial of the project, required revisions to the architectural and landscape plans to conform to Symphony Park Standards and did not recommend approval of the requested design waivers.

As the development as proposed is incompatible with the approved development on the site and major revisions are required, staff concurs with the recommendation of the SP-DRC and recommends denial.

FINDINGS (SDR-40146)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

The proposed parking garage is not architecturally consistent with the adjacent museum it is to serve, nor does it encourage a pedestrian-friendly environment as envisioned for the Symphony Park development; therefore, it is incompatible with development in this area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is inconsistent with the Symphony Park Design Standards, for which multiple waivers are required. Plans are conditioned to be revised to meet certain other architectural and landscape standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is provided by Clark Avenue at a 35-foot wide driveway that will not negatively affect neighboring streets, as long as recommendations of the traffic study are complied with. All on-site circulation will take place inside the proposed parking structure.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building and landscape materials are acceptable, based on the requirements of the Symphony Park Design Standards Manual, with the exception of some drought-intolerable plants proposed. The SP-DRC recommends the use of a desert climate plant palette.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed elevations are inconsistent with other proposed buildings on the site, expose sloped parking and do not enhance the pedestrian experience envisioned for the Symphony Park development.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare of the public.

PLANNING COMMISSION NOTES
The Planning Commission voted to recommend approval of the project despite the number of requested Waivers, due to the applicant's testimony that additional façade enhancements would be provided to the exterior of the garage structure.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 84 (By City Clerk)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-40146 APN: 139-33-601-026 6/0

Name of Property Owner: City of Las Vegas

Name of Applicant: The Smith Center

Name of Representative: The Projects Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Elizabeth N. Fretwell

Print Name: Elizabeth N. Fretwell

Subscribed and sworn before me

This 22 day of October, 2010

Kim A. Barrera

Notary Public in and for said County and State

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2010

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review - Parking Garage

Project Address (Location) No Address Yet - To Be Determined

Project Name Parking Garage **Proposed Use** Parking Garage

Assessor's Parcel #(s) 139-33-~~601~~610-026 **Ward #** Ward 5 (Barlow)

General Plan: existing MXU proposed N/A **Zoning:** existing PD proposed N/A

Commercial Square Footage _____ **Floor Area Ratio** N/A

Gross Acres 1 for bldg/site is 5 **Lots/Units** 1 **Density** N/A

Additional Information _____

PROPERTY OWNER City of Las Vegas **Contact** Elizabeth N. Fretwell

Address 400 Stewart Avenue **Phone:** 229-6501 **Fax:** 388-1807

City Las Vegas **State** NV **Zip** 89101

E-mail Address N/A

APPLICANT The Smith Center **Contact** Paul Beard

Address 241 W. Charleston Blvd **Phone:** 614-0109 **Fax:** 614-0205

City Las Vegas **State** NV **Zip** 89102

E-mail Address PBeard@thesmithcenter.com

REPRESENTATIVE The Projects Group **Contact** Matt Edwards

Address 474 S. Grand Central Parkway **Phone:** 448-8544 **Fax:** 457-4112

City Las Vegas **State** NV **Zip** 89102

E-mail Address MEdwards@tpgfw.com

Property Owner Signature* Elizabeth N. Fretwell

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Elizabeth N. Fretwell

Subscribed and sworn before me

This 22 day of October, 20 10.

Kim A. Barrera

Notary Public in and for said County and State

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Nov. 25, 2010

FOR DEPARTMENT USE ONLY

Case #	SDR-40146
Meeting Date:	12/16/10 PC
Total Fee:	$1,030
Date Received:*	11/2/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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NOV 02 2010

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

LIFESCAPES
INTERNATIONAL, INC.
LANDSCAPE ARCHITECTS &
DESIGNERS OF THEMED ENVIRONMENTS

4930 CAMPUS DRIVE
NEWPORT BEACH, CA 92660
PH (949) 476-8888 FAX (949) 476-8854

LANDSCAPE ARCHITECTURAL DRAWINGS FOR:

CHILDREN'S MUSEUM/SMITH CENTER PARKING GARAGE

LAS VEGAS, NEVADA

SAFETY ALERT
Call Before You Overhead
1-702-593-8111

Avoid cutting underground utility lines. It's costly.
Call before you Dig
1-800-227-2600

CONSULTANTS

IRRIGATION CONSULTANT

RUSSELL-RETAN GROUP
50430 DOVEWOOD LANE
OAKHURST, CA 93644
(805) 553-8191
CONTACT: LE ROY RUSSELL

ABBREVIATIONS

A.C.	ASPHALTIC CONCRETE	EA.	EACH	M	MULTI-TRUNKED	T.	TUFF
A/C	AIR CONDITIONING	E.J.	EXPANSION JOINT	MAX.	MAXIMUM	TBD	TO BE DETERMINED
@	AT/ON	ELEV.	ELEVATION	MIN.	MINIMUM	T.C.	TOP OF CURB
ALT.	ALTERNATE	EXP.	EXPANSION	MTD	MOUNT	T.F.	TOP OF FENCE
ARCH	ARCHITECT(URAL)	EQ.	EQUAL	MFR.	MANUFACTURER	T.O.F.	TOP OF FOOTING
AUTO	AUTOMATIC	EXIST	EXISTING	MISC.	MISCELLANEOUS	T.O.	TOP OF GRATE
		EXT	EXTERIOR			THK	THICKNESS
BLDG.	BUILDING			NAT.	NATURAL	T.P.	TOP OF PILASTER
BLK.	BLOCK	F.F.	FINISH FLOOR	NO.	NUMBER	T.S.	TOP OF STEP
B.O.C.	BACK OF CURB	F.G.	FINISH GRADE	N.I.C.	NOT IN CONTRACT	T.W.	TOP OF WALL
B.S.	BOTTOM OF STEP	FIN.	FINISH (ED)	N.T.S.	NOT TO SCALE	TYP.	TYPICAL
B.W.	BOTTOM OF WALL	F.J.	FOUNTAIN JET				
		F.L.	FLOW LINE	O.C.	ON CENTER	W	WITH
C.B.	CATCH BASIN	F.O.C.	FACE OF CURB	O.D.	OUTSIDE DIAMETER	WO	WITHOUT
C.I.	CAST IRON	F.O.W.	FACE OF WALL			WD.	WOOD
C.J.	CHILD JOINT	F.S.	FINISH SURFACE	P.A.	PLANTING AREA	WI.	WROUGHT IRON
℄	CENTERLINE	FT.	FOOT OR FEET	P.E.	PAD ELEVATION	W.W.M.	WELDED WIRE MESH
CLR.	CLEAR	FTG.	FOOTING	P.L.	PROPERTY LINE	W.S.	WATER SURFACE
COL.	COLUMN			P.O.T.	POINT OF TANGENCY		
CONC.	CONCRETE	GA.	GAUGE	PR.	PAIR		
CONT	CONTINUOUS	GAL.	GALLON	PREFAB	PREFABRICATED		
		GALV.	GALVANIZED				
ø	PENNY (NAIL SIZE)	G.C.	GROUNDCOVER				
DBL.	DOUBLE	G.F.F.	GARAGE FINISH FLOOR	RAD/R	RADIUS		
D.D.	DECK DRAIN	GR.	GRADE	REF.	REFERENCE		
DET.	DETAIL			REV.	REVISION		
DIA.	DIAMETER	HORIZ.	HORIZONTAL	REWD.	REDWOOD		
DIAG.	DIAGONAL	H.P.	HIGH POINT	SHT.	SHEET		
↔	DIRECTION OF FLOW	HT.	HEIGHT	SIM.	SIMILAR		
DIM.	DIMENSION			SPEC	SPECIFICATION		
D.F.	DOUGLAS FIR	I.D.	INSIDE DIAMETER	S.L.	SCORE LINE		
D.L.	DRAIN LINE	INV.	INVERT	SQ.	SQUARE		
DN.	DOWN	INT.	INTERIOR	STD	STANDARD		
D.O.	DOWN SPOUT						
DWG.	DRAWING	L.A.	LANDSCAPE ARCHITECT				

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GENERAL NOTES

1. ALL PROPERTY LINES AND LOT LINES SHALL BE VERIFIED PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
3. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AND/OR GRADE DIFFERENCES WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
4. THE LOCATION OF FEATURES TO BE CONSTRUCTED NOT SPECIFICALLY DIMENSIONED MAY BE DETERMINED BY SCALE. VERIFY SUCH CONDITIONS WITH OWNER'S REPRESENTATIVE.
5. ALL CURVE TO CURVE TANGENT LINES SHALL BE NEAT, TRIM, SMOOTH, AND UNIFORM.
6. LANDSCAPE ARCHITECT SHALL BE NOTIFIED AFTER THE SITE HAS BEEN STAKED-OUT PRIOR TO CONTINUATION OF WORK.
7. ALL CONSTRUCTION AND INSTALLATION OF LANDSCAPE ITEMS SHALL BE PER LOCAL CODES AND ORDINANCES.
8. NO CHANGE IN CONTRACT PRICE SHALL BE ALLOWED FOR ACTUAL OR CLAIMED DISCREPANCIES BETWEEN EXISTING GRADING AND THOSE SHOWN ON PLAN UNLESS SUCH DISCREPANCIES ARE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER IN WRITING.
9. ALL PAVED SURFACES SHALL HAVE A MINIMUM OF 3-1/2" THICKNESS.
10. EXPANSION JOINTS SHALL BE 15' O.C. MAXIMUM IN SURFACES LESS THAN 10' IN WIDTH. CONTROL JOINTS SHALL BE 5' O.C. MAXIMUM.
11. ALL PAVED AND FINISH GRADE AREAS SHALL SLOPE TO DRAIN
12. ALL PLANTING AREAS SHALL DRAIN TO A MINIMUM OF 2% UNLESS OTHERWISE SPECIFIED ON PLANS.
13. ALL PAVED SURFACES SHALL DRAIN TO A MINIMUM OF 1%.
14. ALL WOOD, UNLESS OTHERWISE NOTED, SHALL BE DOUGLAS FIR COMMON EXPOSED GRADE OR BETTER.
15. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2500 P.S.I. AT 28 DAYS.
16. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE DRAWINGS.
17. EACH CONTRACTOR (TRADE) SHALL BE RESPONSIBLE TO PAY FOR AND OBTAIN ALL NECESSARY BUILDING PERMITS AS MAY BE REQUIRED BY LOCAL AGENCIES. AS WELL, EACH CONTRACTOR SHALL PROVIDE ALL DRAWINGS, SCHEDULES, AND SPECIFICATIONS AS MAY BE REQUIRED FOR BUILDING PERMITS.
18. ALL DIMENSIONS SHALL BE VERIFIED AGAINST EXISTING CONDITIONS AND ALL DISCREPANCIES REPORTED TO THE OWNER.

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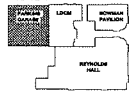
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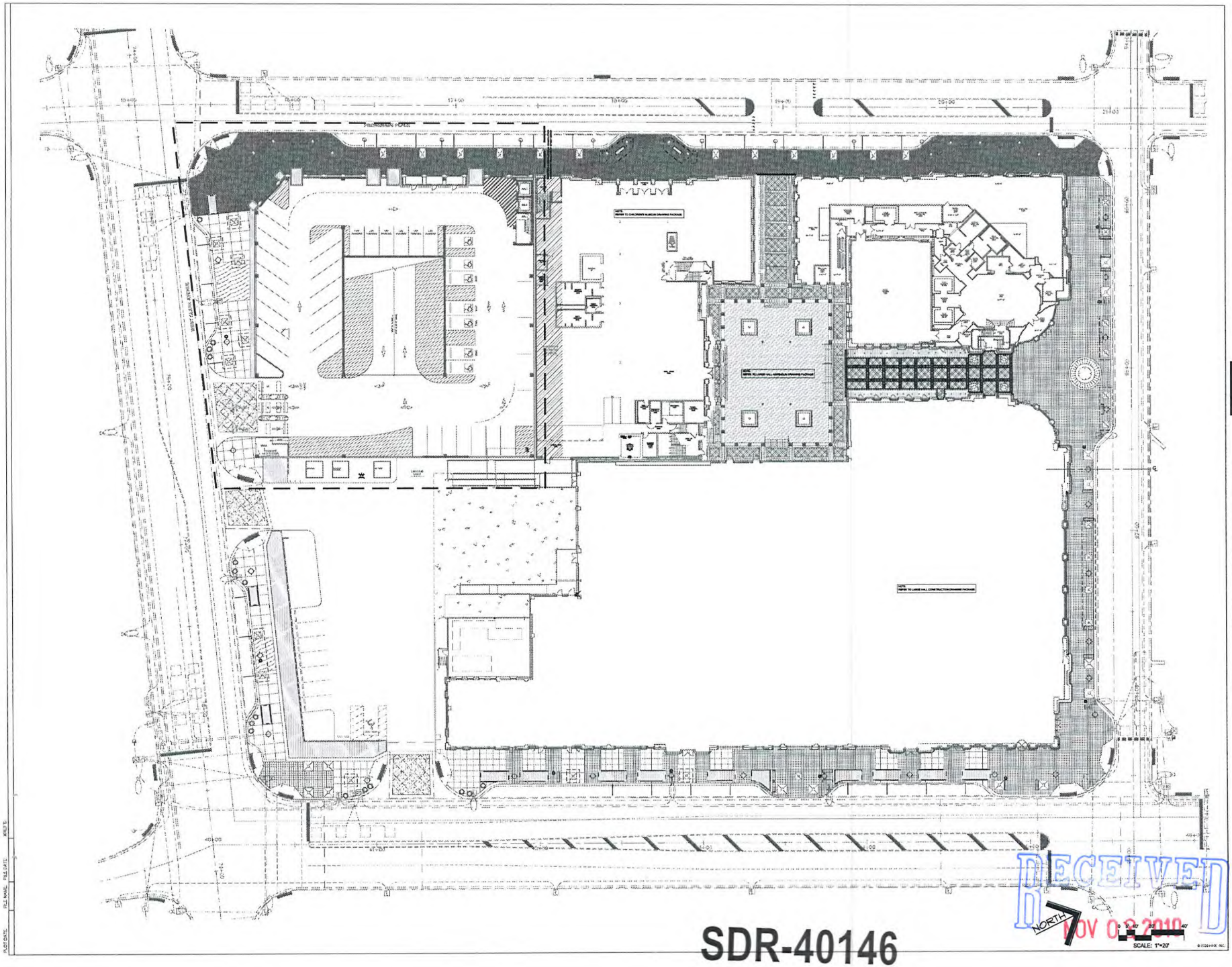


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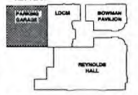
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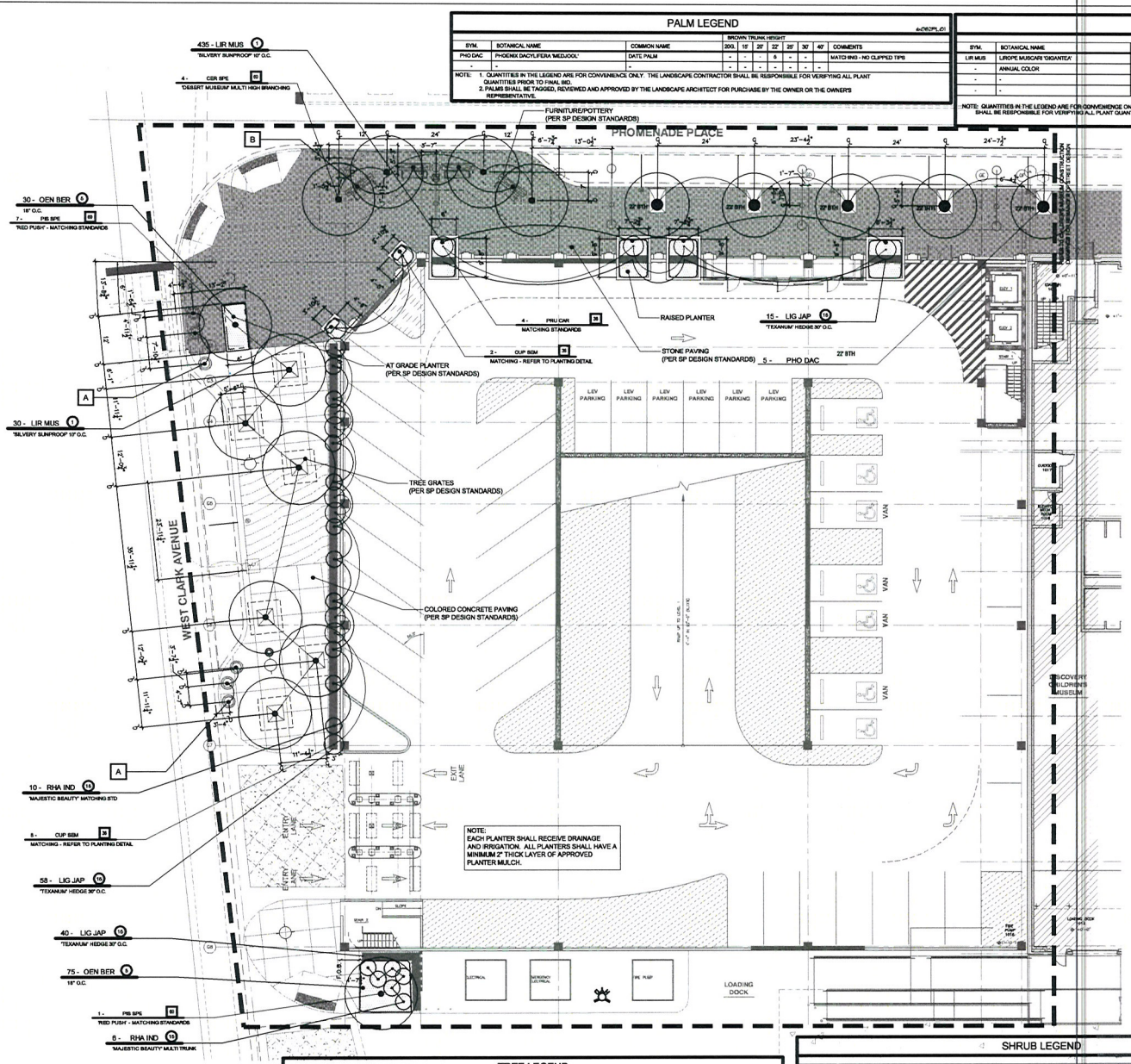
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PALM LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	BROWN TRUNK HEIGHT 20'G	12'	20'	22'	25'	30'	40'	COMMENTS
PHO DAC	PHOENIX DACYLIFERA 'MEDJOOL'	DATE PALM	-	-	-	5	-	-	-	MATCHING - NO CLIPPED TIPS
-	-	-	-	-	-	-	-	-	-	

NOTE: 1. QUANTITIES IN THE LEGEND ARE FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES PRIOR TO FINAL BID.
2. PALMS SHALL BE TAGGED, REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT FOR PURCHASE BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

POTTERY LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	FLATS	1G	3G	5G	15G	COMMENTS
LIR MUS	LIRIOPE MUSCARI 'GIGANTEA'	GIANT LILY TURF	-	-	-	-	-	144 - 10" POTS
-	ANNUAL COLOR	ANNUAL COLOR	-	-	-	-	-	
-	-	-	-	-	-	-	-	482 - 8" POTS @ 8"O.C.
-	-	-	-	-	-	-	-	

NOTE: QUANTITIES IN THE LEGEND ARE FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES PRIOR TO FINAL BID.

QUANTITY OF PALMS — SYMBOL - REFER TO PALM LEGEND — SIZE OF PALM
3 - WAS ROB 2 - 25' (BROWN TRUNK HEIGHT)
B.T.H.

QUANTITY OF SHRUBS — SYMBOL - REFER TO SHRUB LEGEND — SIZE OF CONTAINER
2 - RHA IND 0 (CIRCLE INDICATES GALLON SIZE)
'CLARA'

QUANTITY OF TREES — SYMBOL - REFER TO TREE LEGEND — SIZE OF CONTAINER
1 - MAG GRA 48 (SQUARE INDICATES BOX SIZE)
LITTLE GEM

7 - EQU HYE
@ 9" O.C.
B POT "C" ENLARGEMENT
POT SIZE: 9" X 17"

DECOMPOSED GRANITE
1 - YUC PEN
TIPS NEED TO BE CLIPPED
A POT "D" ENLARGEMENT
POT SIZE 30"

TREE LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	BOX SIZE 20G	24"	36"	48"	60"	72"	COMMENTS
CER SPE	CERCIDIUM SPECIES 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	**	-	-	-	4	-	MATCHING HIGH BRANCHING MULTI TRUNK
CUP SEM	CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	-	-	10	-	-	-	MATCHING
PIS SPE	PISTACIA X 'RED PUSH'	RED PUSH PISTACHE	-	-	-	-	6	-	MATCHING STANDARDS
PRU CAR	PRUNUS CAROLINIANA	CAROLINA LAUREL CHERRY	-	-	4	-	-	-	MATCHING STANDARDS

NOTE: 1. QUANTITIES IN THE LEGEND ARE FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES PRIOR TO FINAL BID.
2. TREES SHALL BE TAGGED, REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT FOR PURCHASE BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

SHRUB LEGEND

SYM.	BOTANICAL NAME	COMMON NAME	FLATS	1G	3G	5G	15G	COMMENTS
EQU HYE	EQUISETUM HYEMALE	HORSETAIL	-	26	-	-	-	IN POTS
LIG JAP	LIGUSTRUM JAPONICUM 'TEXANUM'	PRIVET	-	-	-	113	-	HEDGE FORM - 30"
LIR MUS	LIRIOPE MUSCARI 'SILVERY SUNPROOF'	LILY TURF	-	486	-	-	-	10" O.C.
OEN BER	OENOTHERA BERLANDIERI	MEXICAN PRIMROSE	-	-	-	195	-	-
RHA IND	RHAPHIOLEPIS INDICA 'MAJESTIC BEAUTY'	INDIAN HAWTHORN	-	-	-	-	16	-
YUC PEN	YUCCA PENDULA	YUCCA	-	-	-	-	6	-

NOTE: QUANTITIES IN THE LEGEND ARE FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES PRIOR TO FINAL BID.

NOTE:
REFER TO CIVIL ENGINEER/ARCHITECTURAL PLANS FOR SITE PLAN INFORMATION, ADJACENT LAND USES, SETBACKS AND PROPERTY LINE DIMENSIONS.

APPROVAL BY THE SYMPHONY PARK DESIGN REVIEW COMMITTEE IS REQUIRED FOR FINAL APPROVAL.

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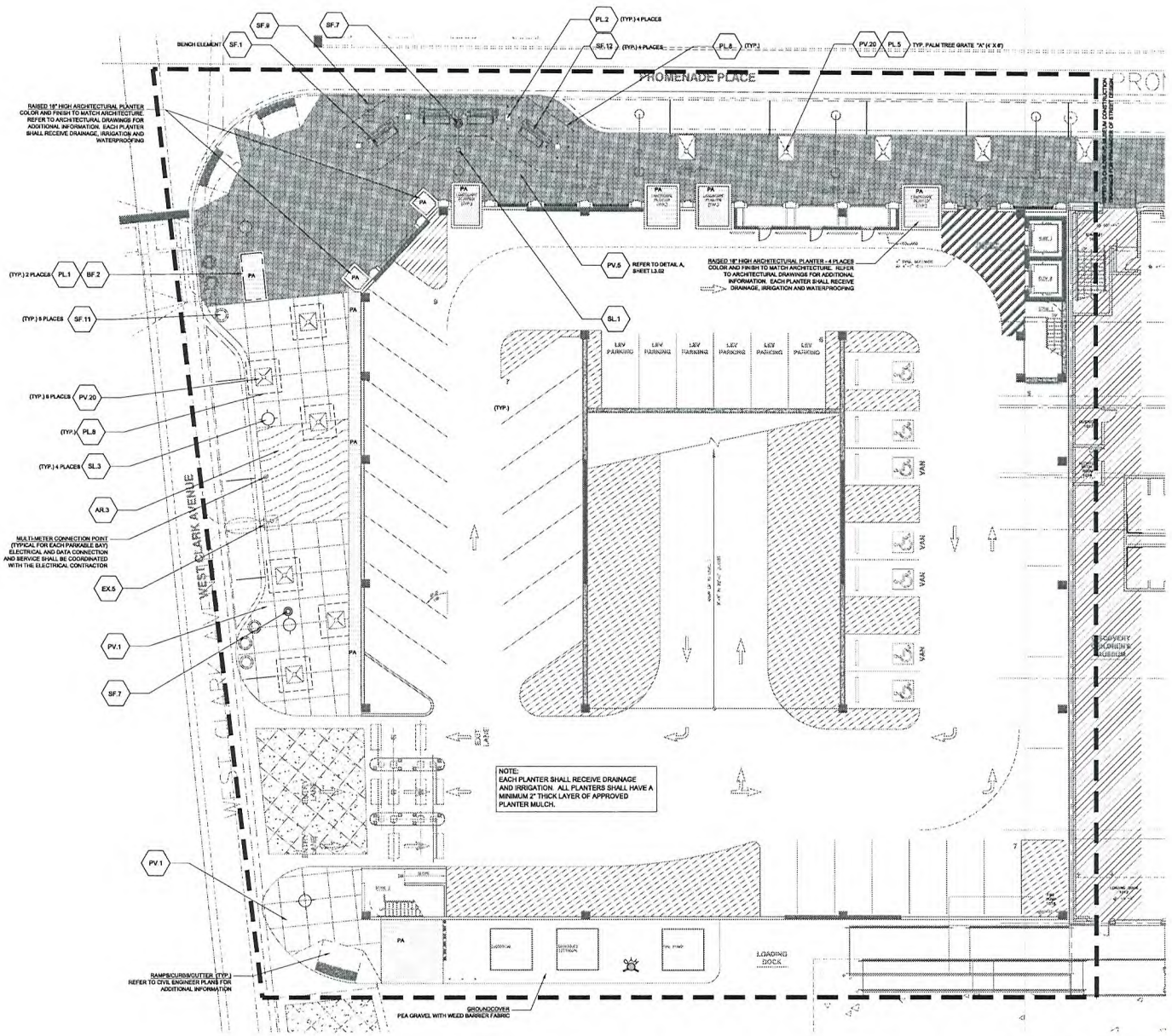
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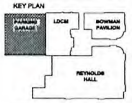
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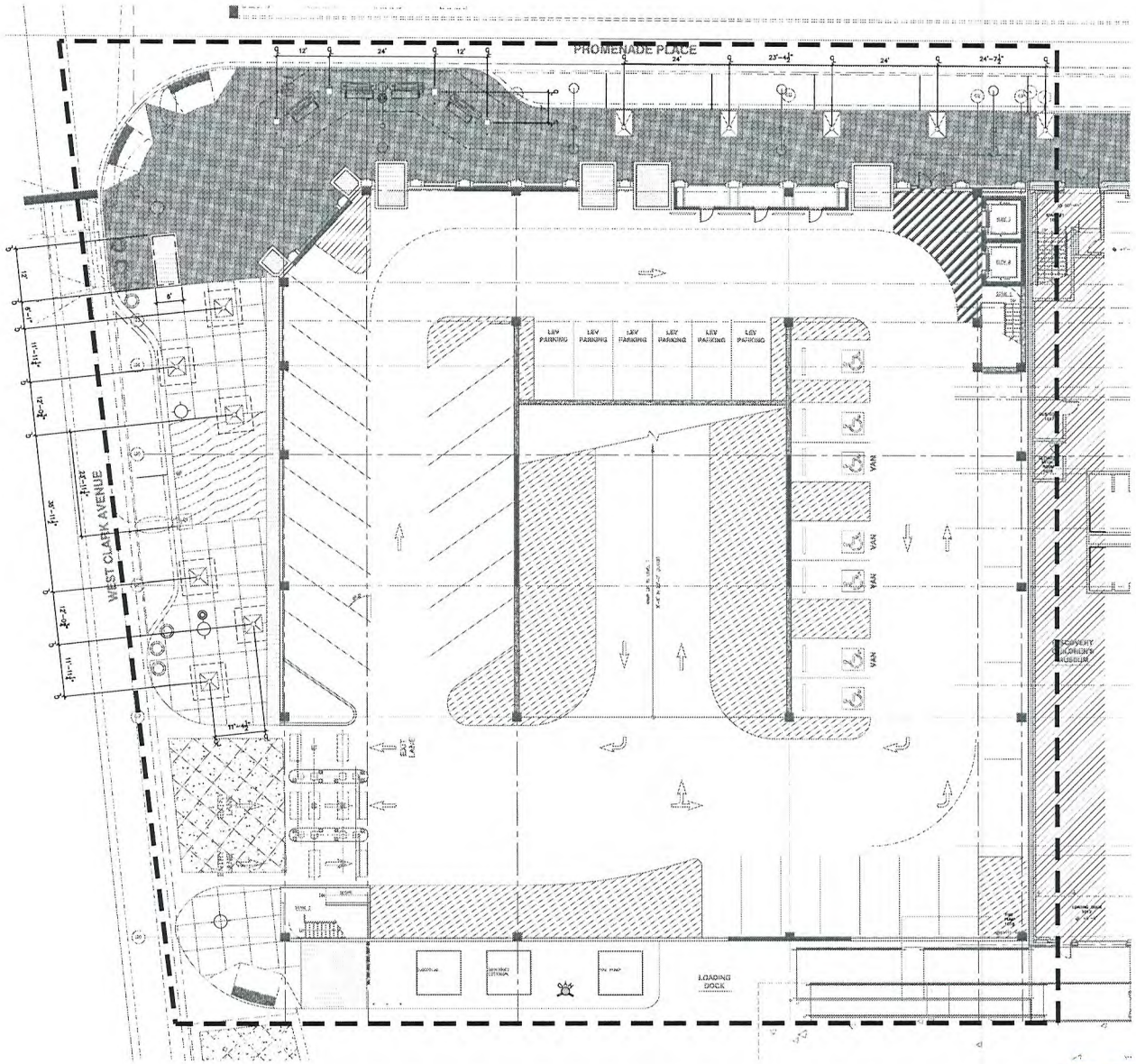
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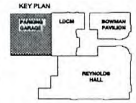
THE SMITH CENTER FOR THE PERFORMING ARTS LAS VEGAS

LAS VEGAS PERFORMING ARTS CENTER FOUNDATION

PROGRESS PRINT
FOR INFORMATION ONLY
NOV 2, 2010

INTERIM REVIEW ONLY
These documents are incomplete, and are released for interim review only and are not intended for regulatory approval, bidding, permit, or construction purposes.

KEY PLAN



REVISION

HKS PROJECT NUMBER
12867.000
DATE
11-02-10
ISSUE
PARKING GARAGE REVIEW

SHEET TITLE
LANDSCAPE LAYOUT PLAN

SHEET NO.
L2.02

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FILE NAME: I:\PROJECTS\12867\CONSTRUCTION DOCUMENTS\ARCHITECTURAL\DRAWINGS\L2.02.DWG
PLOT DATE: 02 NOV 2010 - 11:58AM
FILE NAME: FILE DATE: SHEET #

FINISH SCHEDULE - SITE DETAIL KEYNOTES - SEE SYMPHONY PARK DESIGN GUIDELINE STANDARDS

SYM.	MANUF./SUPPLIER (SPDG- PAVEMENTS, CURBS AND TREE GRATES)
PV.1	DESCRIPTION: CAST-IN-PLACE CONCRETE @ PEDESTRIAN AREA (FIELD) TYPE/COLOR: 1% - SOLOMON 308 CANVAS (TEST POUR DEPENDENT) FINISH: EXPOSE SAND AND FINE AGGREGATES WITH LIGHT CONCRETE RETARDER APPLIED TO CONCRETE PATTERN/LAYOUT: PER PLAN MANUFACTURER: SOLOMON COLORS NOTES: ½" RADIUS AT ALL EXPOSED EDGES
PV.5	DESCRIPTION: QUARTZITE STONE PAVER AT PEDESTRIAN AREA - 4" SQUARE PAVER 1 1/2" - 1 3/4" THICK TYPE/COLOR: PER APPROVED MOCKUP - QUARTZITE CANYON GOLD FINISH: NATURAL CLEFT PATTERN/LAYOUT: TOP EDGE EASED, SAWN EDGE. ½" MORTAR JOINT TO MATCH PAVING COLOR. MANUFACTURER: ARCHITECTURAL STONE PRODUCTS, INC. NOTES: EXPANSION JOINTS IN SUB SLAB TO ALIGN WITH STONE EXPANSION JOINTS REFER TO DETAIL BELOW FOR COLOR LAYOUT
PV.14	DESCRIPTION: 12" CONCRETE BUFFER STRIP AT CURB TYPE/COLOR: 1% +/- SOLOMON 308 CANVAS (TEST POUR DEPENDENT) FINISH: EXPOSE SAND AND FINE AGGREGATES WITH LIGHT CONCRETE RETARDER APPLIED TO CONCRETE PATTERN/LAYOUT: REFER TO PV.1 MANUFACTURER: SOLOMON COLORS NOTES: ½" RADIUS AT ALL EXPOSED EDGES
PV.20	DESCRIPTION: TREE GRATE A MODEL: SP SERIES-4' SQUARE FOR DECIDUOUS TREES & 6' SQUARE FOR PALMS & 4' X 6' CUSTOM RECTANGLE FOR PALMS ALONG UNION PARK PROMENADE FINISH: RAW CARBON STEEL (NOT PAINTED) MANUFACTURER: FAIR WEATHER SF NOTES: ORIENT GRATE 'JOINT' PERPENDICULAR TO CURB.

SYM.	MANUF./SUPPLIER (SPDG- SITE FURNITURE)
SF.1	DESCRIPTION: PROJECT BENCH - BACKLESS MANUFACTURER: LANDSCAPE FORMS MODEL: ARCATA-BACKLESS COLOR: POLYSITE SEAT-DRIFTWOOD, STEEL-GALVANIZED IF POSSIBLE, ALTERNATIVE-POWDER COAT SILVER NOTES: PROVIDE FOOTING PER MANUFACTURER RECOMMENDATIONS
SF.7	DESCRIPTION: TRASH RECEPTACLE MANUFACTURER: LANDSCAPE FORMS MODEL: CHASE PARK COLOR: STEEL-GALVANIZED ALTERNATIVE-POWDERCOAT SILVER NOTES:
SF.9	DESCRIPTION: BICYCLE RACK MANUFACTURER: LANDSCAPE FORMS MODEL: BOLA COLOR: GALVANIZED ALTERNATIVE-STAINLESS STEEL NOTES:
SF.11	DESCRIPTION: PLANTER POT A MANUFACTURER: KORNEGAY DESIGN MODEL: 36" DUNE SERIES COLOR: NATURAL GRAY NOTES: DRIP IRRIGATED SYSTEM THAT DRAINS INTO AN ADJACENT LANDSCAPE PANEL.
SF.12	DESCRIPTION: PLANTER POT B MANUFACTURER: BIRTH OF VENUS STUDIOS, LLC MODEL: 96" X 17" LIVING EARTH SERIES - CHARLES SWANSON "CERES" COLOR: SANDBOX NOTES: DRIP IRRIGATED SYSTEM THAT DRAINS TO DRAINAGE SYSTEM.

SYM.	MANUF./SUPPLIER (SPDG- PLANTING & LANDSCAPE)
PL.1	DESCRIPTION: STREET TREE IN LANDSCAPE PANEL
PL.2	DESCRIPTION: STREET TREE IN HARDSCAPE
PL.3	DESCRIPTION: STREET TREE IN TREE GRATE (6' X 6') NOTES: REFER TO TREE GRATE SPECIFICATION PV-20
PL.5	DESCRIPTION: PALM IN TREE GRATE (4' X 6') NOTES: REFER TO TREE GRATE SPECIFICATION PV-20
PL.8	DESCRIPTION: TREE TRENCH WITH CU-SOIL SIZE: 8' X 8' SQUARE OR 4' FROM TREE TRUNK NOTES: NSTALL CU-SOIL PER CU-SOIL SPECIFICATIONS AND PROCEDURES

SYM.	MANUF./SUPPLIER (SPDG- ART OPPORTUNITY)
AR.3	DESCRIPTION: ART OPPORTUNITY IN PAVING DESIGN DESIGN/LAYOUT PER ARTIST NOTES: PER APPROVAL OF SYMPHONY PARK DESIGN REVIEW COMMITTEE

SYM.	MANUF./SUPPLIER (SPDG-BARRIERS & FENCING)
BF.2	DESCRIPTION: LANDSCAPE PANEL BARRIER A MANUFACTURER: LANDSCAPE FORMS MODEL: ROBERT-SANTA & COLE COLOR: GALVANIZED, ALTERNATIVE-STAINLESS STEEL NOTES: INSTALL PER MFG. SPECIFICATIONS

NOTES

1. CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO INSTALLATION.
2. REFER TO MANUFACTURER/SUPPLIER LIST, THIS SHEET, FOR CONTACT INFORMATION.
3. ALL LIGHTING AND ELECTRICAL CIRCUITING PER THE ELECTRICAL CONTRACTOR

SYM.	MANUF./SUPPLIER (SPDG-SITE LIGHTING-BY OTHERS)
SL.1	DESCRIPTION: PROMENADE LIGHT MANUFACTURER: VISIO LIGHTING MODEL: HELLUX 535 SERIES NOTES: REFER TO LIGHTING CONSULTANT/ELECTRICAL ENGINEER FOR ADDITIONAL INFORMATION AND TO VERIFY PHOTOMETRIC REQUIREMENTS
SL.2	DESCRIPTION: TREE UPLIGHT MANUFACTURER: KIM LIGHTING MODEL: LED LIGHTVAULT NOTES: FOUR UPLIGHTS PLACED 2'-6" FROM ALL DECIDUOUS STREET TREES ON PROMENADE REFER TO LIGHTING CONSULTANT/ELECTRICAL ENGINEER FOR ADDITIONAL INFORMATION
SL.3	DESCRIPTION: PEDESTRIAN LIGHT MANUFACTURER: LOUIS POULSEN MODEL: KASTRUP COLOR: COPPER, BRUSHED, NATURAL PAINTED ALUMINUM, POWDER COATED NOTES: REFER TO LIGHTING CONSULTANT/ELECTRICAL ENGINEER FOR ADDITIONAL INFORMATION AND TO VERIFY PHOTOMETRIC REQUIREMENTS
SL.5	DESCRIPTION: STREET LIGHT MODEL: CENTENNIAL STREET LIGHT NOTES: REFER TO LIGHTING CONSULTANT/ELECTRICAL ENGINEER FOR ADDITIONAL INFORMATION AND TO VERIFY PHOTOMETRIC REQUIREMENTS

CONTACTS

ARCHITECTURAL STONE PRODUCTS, INC
1313 WINFIELD DRIVE
FORT COLLINS, CO 80525
PH: 720.232.5736
FAX: 303.379.1948
WWW.ASPIRESTONE.COM
ATTN: ROD SALYER

BIRTH OF VENUS STUDIOS, LLC
PO BOX 350
FALL RIVER, MA 02723-0350
PH: 888.838.3015
FAX: 888.838.3016
WWW.BOYSTUDIOS.COM
ATTN: ANJUM TAREEN

FAIR WEATHER SF
1540 LEADER INTERNATIONAL DRIVE
PORT ORCHARD, WA 98367
PH: 360.895.2839
FAX: 360.895.1284
WWW.FAIRWEATHERSF.COM
ATTN:

KORNEGAY DESIGN
212 SOUTH 18TH ST
PHOENIX, AZ 85034
PH: 602.252.6323
FAX: 602.252.6322
WWW.KORNEGAYDESIGN.COM
ATTN:

LANDSCAPE FORMS
PH: 818.781.5655
FAX: 818.781.3143
WWW.LANDSCAPEFORMS.COM
ATTN: LARRY CASEY

GREENSCREEN
1743 S. LA CIENEGA BLVD
LOS ANGELES, CA 90035-4650
PH: 800.450.3464
FAX: 310.837.0523
WWW.GREENSCREEN.COM
ATTN: RACHAEL STAUFFER

HANOVER ARCHITECTURAL PRODUCTS
340 BENDER ROAD
HANOVER, PA 17331
PH: 717.637.0500
FAX: 717.637.7145
WWW.HANOVERPAVERS.COM
ATTN:

IRONSMITH DESIGN
PO BOX 10880
PALM DESERT, CA 92255
PH: 760.776.6077
FAX: 760.776.6080
HTTP://SNOW.HE.NET/~FESMITH/INDEX.HTM#
ATTN:

SOLOMON COLORS
1251 WEST DURST DRIVE
RIALTO, CA 92376
PH: 909.874.9444
FAX: 800.874.9444
WWW.SOLOMONCOLORS.COM
ATTN:

VEGAS ROCK
11430 BERMUDA ROAD
HENDERSON, NV 89052
PH: 702.791.7825
FAX: 702.361.6360
WEBSITE: VEGASROCK.COM
ATTN:

QUICK-CRETE
731 PARKRIDGE AVE
PO BOX 639
NORCO, CA 92860-0639
PH: 951.737.6240
FAX: 951.548.1143
WEBSITE: WWW.QUICKCRETE.COM
ATTN: BRIAN GOTZ

FINISH SCHEDULE

SCALE: N/A | A

IRRIGATION NOTE:
ALL PLANTING AREAS WILL BE IRRIGATED ACCORDING TO HYDROZONES. PLANT TYPE & ENVIRONMENTAL EXPOSURE AND WILL RECEIVE 100% COVERAGE BY MEANS OF STATE-OF-THE-ART, AUTOMATICALLY CONTROLLED, ELECTRICALLY OR SATELLITE OPERATED, UNDERGROUND PIPED SPRINKLER SYSTEM. IRRIGATION MAINLINE PIPING SHALL BE PVC PLASTIC (TYPE 1220) SCHEDULE 40 OR CLASS 315. ALL LATERAL LINES SHALL BE CLASS 200 OR CLASS 315. IRRIGATION PIPE SHALL BE INSTALLED AT 18" MIN. DEPTH FOR PRESSURE LINE & 12" DEPTH FOR LATERAL LINES.

LIGHTING/TREE LAYOUT NOTE:
CONTRACTOR SHALL VERIFY LIGHT STANDARD LAYOUT AND RELATIONSHIP TO TREE LAYOUT AS SHOWN PER PLAN. ANY DISCREPENCIES SHALL BE DOCUMENTED WITH AS BUILT LOCATIONS AND PROVIDED TO THE LANDSCAPE ARCHITECT PRIOR TO TREE/PAVER INSTALLATION

STONE/CONCRETE PAVER NOTES:

1. REFER TO PLANS FOR PAVER (PRECAST AND STONE) STARTING POINTS. PAVERS SHOULD BE LAID IN THE PATTERN SHOWN WITH TRUE BOND LINES. JOINT WIDTH AND LINES (BOND LINES) SHALL BE STRAIGHTENED AND ALIGNED.
2. PAVER PATTERNS SHALL BE LAID OUT/FIELD MEASURED TO ASSURE THAT CUT PAVERS OR PAVER SLIVERS WILL BE MINIMAL. CUTS SMALLER THAN ONE THIRD OF THE WHOLE PAVER SHALL NOT BE ACCEPTED.
3. ALL STONE AND CONCRETE PAVERS SHALL BE FINISHED WITH A MATTE FINISH PENETRATING SEALER THAT DOES NOT ALTER THE COLOR OF THE PAVER OR DECREASE THE SLIP RESISTANCE OF THE PAVER SURFACE. SEALED SAMPLES OF ALL STONE/CONCRETE PAVERS SHALL BE REVIEWED AND APPROVED PRIOR TO INSTALLATION.
4. BROKEN OR CHIPPED STONE/PAVERS WILL NOT BE ACCEPTED
5. ALL CUTS SHALL BE MADE CLEAN AND STRAIGHT USING A MASONRY SAW.
6. CONTRACTOR SHALL PROVIDE NO LESS THAN 100 UNITS OF EACH PAVER INSTALLED FOR THE OWNER. THE SPARE UNITS SHALL BE DELIVERED TO A STORAGE LOCATION AS DIRECTED BY THE OWNER.


MEDJOOL DATE PALM
(PHOENIX DACTYLIFERA 'MEDJOOL')


CUPRESSUS SEMPERVIRENS
(ITALIAN CYPRESS)


PRUNUS CAROLINIANA
(CAROLINA LAUREL CHERRY)


LILY TURF - 'SILVERY SUN PROOF'
(LIRIOPE MUSCARI 'SILVERY SUN PROOF')


MEXICAN PRIMROSE (OENOTHERA BERLANDIERI)
IN STREET TREE PLANTER ON WEST CLARK


RED PUSH PISTACHE (PISTACIA X 'REDPUSH')


PALO VERDE (CERCIDIUM. 'DESERT MUSEUM')


INDIAN HAWTHORNE (RHAPHIOLIPIS INDICA)


PRIVET HEDGE (LIGUSTRUM TEXANUM)

NOTES/PLANT IMAGES

SCALE: N/A | B

SDR-40146

HKS

DEVELOPER
LAS VEGAS PERFORMING ARTS CENTER FOUNDATION
LAS VEGAS, NV 89119

DEVELOPER'S CONSULTANT'S
THE PROJECT GROUP
FT. WORTH, TX 76102

THE WHITING-TURNER CONTRACTING CO.
LAS VEGAS, NV 89180

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HKS ARCHITECTS, INC.
DALLAS, TX 75201

DESIGN ARCHITECT
DAVID M. SCHWARZ
ARCHITECTURAL SERVICES, INC.
WASHINGTON, DC 20036

MEP CONSULTANT
MSA ENGINEERING CONSULTANTS
LAS VEGAS, NV 89119

STRUCTURAL ENGINEER
WALTER P. MOORE & ASSOCIATES,INC.
DALLAS, TX 75201

CIVIL ENGINEERS
MARTIN & MARTIN
LAS VEGAS, NV 89146

LANDSCAPE ARCHITECT
LIFESCAPES INTERNATIONAL
NEWPORT BEACH, CA 92660

LIFE SAFETY CONSULTANT
AKLP
SAN FRANCISCO, CA 94103

GEOTECHNICAL CONSULTANT
TERRACON
LAS VEGAS, NV 89013

BUILDING ENVELOPE
SIA CONSULTANTS, INC.
LAS VEGAS, NV 89119

GRAPHICS CONSULTANT
TWO TWELVE ASSOCIATES
NEW YORK, NY 10010

SECURITY CONSULTANT
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GREEN BUILDING SERVICES
PORTLAND, OR 97204

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CON-TECH CONSULTANTS
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THE SMITH CENTER
FOR THE PERFORMING ARTS
LAS VEGAS

LAS VEGAS PERFORMING ARTS CENTER FOUNDATION

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KEY PLAN



REVISION

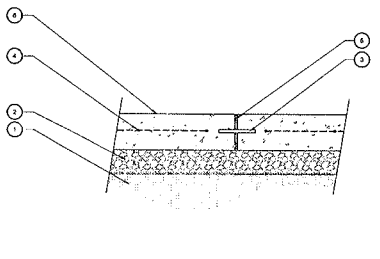
HKS PROJECT NUMBER
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ISSUE
PARKING GARAGE REVIEW

SHEET TITLE
LANDSCAPE
FINISH SCHEDULE
AND NOTES
SHEET NO.
L3.00

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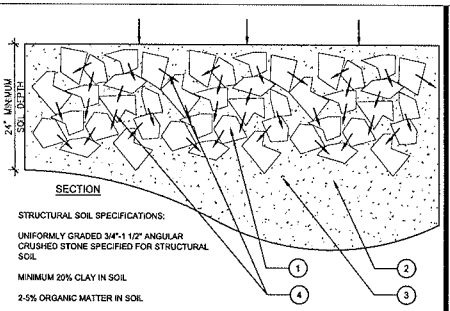
PLOT DATE | FILE NAME | FILE DATE | VERIFY



1. COMPACTED SUB-GRADE - PER GEOTECHNICAL SOILS REPORT
2. PREPARED SUB-BASE - PER GEOTECHNICAL SOILS REPORT
3. SLIP DOWEL - INSTALL 24" O.C. ALONG EXPANSION JOINT
4. STRUCTURAL STEEL REINFORCING - PER STRUCTURAL ENGINEER
5. EXPANSION JOINT - REFER TO JOINT DETAIL
6. CONCRETE PEDESTRIAN WALKWAY.

DPAVJNT — CONCRETE JOINTING — SCALE: 1-1/2"

CONCRETE JOINTING — SCALE: 1 1/2" = 1'-0" — C



STRUCTURAL SOIL SPECIFICATIONS:

UNIFORMLY GRADED 3/4"-1 1/2" ANGULAR CRUSHED STONE SPECIFIED FOR STRUCTURAL SOIL

MINIMUM 20% CLAY IN SOIL

2-5% ORGANIC MATTER IN SOIL

GELSCAPE HYDROGEL TO BE ADDED TO STONE AND SOIL COMPONENTS

NOTE:
SOIL TO BE COMPACTED TO MEET ENGINEERS' LOAD-BEARING SPECIFICATIONS

ALL STRUCTURAL SOILS SHALL COMPLY WITH THE CU SOIL SPECIFICATIONS AND BE INSTALLED PER CU SOIL SPECIFICATIONS

1. STONE PARTICLE
2. SOIL PARTICLE
3. AIR OR WATER PORE
4. STONE CONTACT POINTS WHERE LOAD IS TRANSFERRED

DSTSOIL-SPEC — STRUCTURAL SOILS WITH SPECIFICATIONS — SCALE: N.T.S.

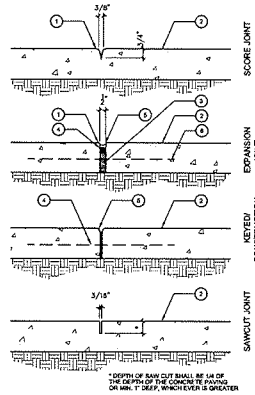
STRUCTURAL SOILS — SCALE: NTS — B

1. 1/4" RADIUS EDGE
2. PAVING FINISH SURFACE PER CONSTRUCTION PLAN
3. JOINT FILLER PER SPECIFICATIONS
4. BACKER ROD PER SPECIFICATIONS
5. TWO-PART POLYURETHANE CAULKING PER SPECIFICATIONS
6. 1/2" DIA. X 12" LONG STEEL SLIP DOWEL @ 24" O.C. SPEED DOWEL INC. PSD 1224D-A (800) 831-3362

NOTES:
A. LOCATE JOINTS AS INDICATED ON CONSTRUCTION PLANS
B. CAULKING COLOR SHALL MATCH COLOR OF ADJACENT PAVING - REFER TO FINISH SCHEDULE - PAVING, SHEET L0.02

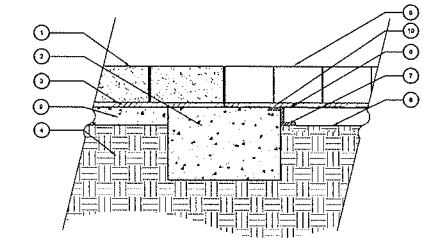
CONSTRUCTION JOINTS:
A. SCORE JOINTS: JOINTS SHALL BE AS SPECIFIED ON CONSTRUCTION DRAWINGS, FORM IN FRESH CONCRETE USING A GROOVER TOOL TO CUT THE GROOVE TO A SMOOTH, UNIFORM IMPRESSION. FINISH JOINTS SHALL BE NO WIDER THAN 3/8" WITH 1/8" RADIUS.
B. EXPANSION AND KEYED JOINTS:
1. INSTALL JOINTS AT LOCATIONS AND INTERVALS AS SHOWN ON THE CONSTRUCTION PLANS AND WHERE CONCRETE PAVING ABUTS BUILDINGS, CURBS, OR OTHER STRUCTURES.
2. JOINT MATERIALS SHALL BE PLACED WITH TOP EDGE 1/2" BELOW THE PAVED SURFACE REQUIRED HELD IN PLACE TO PREVENT MOVEMENT.
3. JOINTS AND OTHER EDGES SHALL BE FORMED IN THE FRESH CONCRETE USING AN EDGING OR GROOVER TOOL TO PROVIDE A SMOOTH UNIFORM IMPRESSION.
4. AFTER THE CURING PERIOD, EXPANSION JOINTS SHALL BE CAREFULLY CLEANED AND FILLED WITH JOINT COMPOUND TO 1/4" BELOW ADJACENT PAVED SURFACE TO AVOID SPILLING ON PAVED SURFACES OR OVERFLOW FROM JOINT.

EXPANSION JOINTS:
A. PREMOLDED JOINT FILLER: NON EXTRUDING AND RESILIENT FILLER (BITUMINOUS TYPE) CONFORMING TO ASTM D1751.
B. JOINT SEALANT: SCHOLASTIC SEALANT TWO-PART MANUFACTURED BY SONNEBORN-CONTECH, BUILDING PRODUCT DIVISION, CONTECH, INC., OR APPROVED EQUAL. BOND BREAKER TAPE TO BE AS RECOMMENDED BY SEALANT MANUFACTURER. COLOR SHALL MATCH CONCRETE.



DJNT — JOINTS — SCALE: 3" = 1'-0"

JOINTS — SCALE: 3" = 1'-0" — A



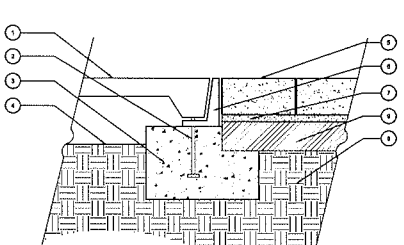
1. ADJACENT STONE PAVER- REFER TO CONSTRUCTION DRAWINGS - PAVING - HV.5
2. CONCRETE FOOTING
3. CONCRETE SETTING BED
4. COMPACTED SUB-GRADE, PER GEOTECHNICAL SOIL REPORT
5. TREE GRATE WITH PAVER - REFER TO FINISH SCHEDULE
6. FILTER FABRIC
7. PAVER GRATE ASSEMBLY PER MANUFACTURER'S SPECIFICATION
8. FINISH GRADE- TREE WELL PLANTING TRENCH AREA WITH STRUCTURAL SOIL
9. CONCRETE BASE
10. SAND SETTING BED OVER TREE GRATE

NOTE: INSTALL PER MANUFACTURERS SPECIFICATIONS

NOTE: LIGHTING CONTRACTOR TO COORDINATE LIGHTING LOCATIONS AS SHOWN ON PLAN

DTRGRPAV — TREE GRATE WITH PAVER — SCALE: 1 1/2" = 1'-0"

TREE GRATE W/ PAVER — SCALE: 1 1/2" = 1'-0" — G

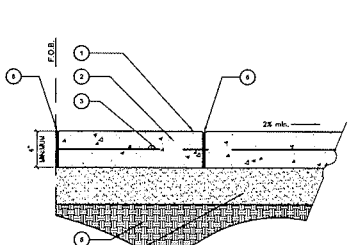


1. TREE GRATE
2. ANCHOR BOLT PER MANUFACTURER'S SPECIFICATION
3. CONCRETE BASE/TREE GRATE ASSEMBLY
4. FINISH GRADE
5. STONE PAVER
6. STEEL ANGLE IRON
7. MORTAR SETTING BED
8. COMPACTED SUB-GRADE PER GEOTECHNICAL SOIL REPORT
9. CONCRETE BASE - 4" MINIMUM THICK

NOTE: INSTALL PER MANUFACTURERS SPECIFICATIONS

DTRGR — TREE GRATE — SCALE: 1 1/2" = 1'-0"

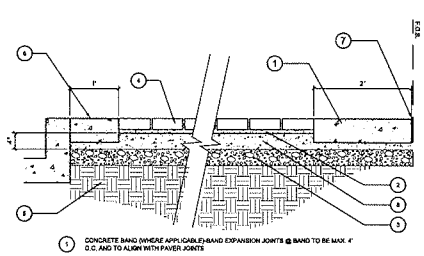
TREE GRATE — SCALE: 1 1/2" = 1'-0" — F



1. FINISH SURFACE
2. 4" MINIMUM THICK CONCRETE SLAB (6" AT VEHICULAR AREA)
3. REINFORCING REBAR PER THE GEOTECHNICAL SOILS REPORT
4. AGGREGATE BASE PER GEOTECHNICAL SOILS REPORT
5. COMPACTED SUB-GRADE PER GEOTECHNICAL SOILS REPORT
6. EXPANSION JOINT

DCONPAV1 — PEDESTRIAN CONCRETE PAVING ON GRADE — SCALE: 1 1/2" = 1'-0"

PED CONC PAVING — SCALE: 1 1/2" = 1'-0" — E



1. CONCRETE BAND (WHERE APPLICABLE) BAND EXPANSION JOINTS @ BAND TO BE MAX. 4' O.C. AND TO ALIGN WITH PAVER JOINTS
2. MORTAR SETTING BED
3. 4" AGGREGATE SUB-BASE
4. PEDESTRIAN CONCRETE PAVERS - REFER TO PAVING PLAN SHEET L0.01-L0.06
5. COMPACTED SUB-GRADE PER GEOTECHNICAL SOILS REPORT
6. 12" CONCRETE BAND (WHERE APPLICABLE) BAND EXPANSION JOINTS @ BAND TO BE MAX. 24' O.C. AND TO ALIGN WITH PAVER JOINTS
7. EXPANSION JOINT
8. CONCRETE BASE - 4" MINIMUM THICK

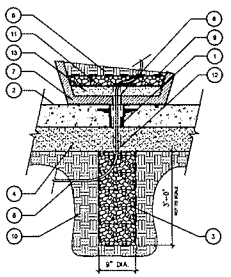
DSTPAV1 — PEDESTRIAN STONE PAVERS ON GRADE — SCALE: 1" = 1'-0"

PED STONE PAVERS — SCALE: 1" = 1'-0" — D

DETAIL TITLE — X

SCALE: 1" = 1'-0" — X

VERIFY SOIL CONDITIONS WITH GEOTECHNICAL REPORT TO VERIFY IF DIRECT CONNECTION TO DRAIN SYSTEM IS REQUIRED FOR ALL POTTERY. CONTRACTOR SHALL PROVIDE AN ALTERNATE BID QUOTE FOR DRAIN CONNECTION



1. DRAIN BODY IN CONCRETE SLAB (WITHOUT TOP GRATE) - MATCH OTHER DRAINS ON SITE. POTTERY SHALL BE LOCATED PRIOR TO DRAIN BODY INSTALLATION. INSTALL DRAIN BODY TO ALLOW FOR FUTURE GRATE INSTALLATION IF POTTERY IS REMOVED
2. FINISH SURFACE - PER FINISH SCHEDULE, REFER TO SHEET L3.01.
3. 9" DIAMETER x 36" DEEP GRAVEL SUMP WITH WASHED 3/4" GRAVEL
4. PREPARED SUB-BASE - PER GEOTECHNICAL SOILS REPORT
5. DRIP IRRIGATION TUBING - REFER TO IRRIGATION PLANS FOR ADDITIONAL DETAILS AND SPECIFICATIONS
6. MIN. 2" DIA. DRAIN HOLE IN BOTTOM OF POT
7. PLANTED POT - REFER TO POTTERY SCHEDULE FOR SPECIFICATIONS
8. POTTING SOIL MIX - REFER TO POTTERY SCHEDULE FOR SPECIFICATIONS
9. FILTER FABRIC - AT BOTTOM OF POT AND ON TOP OF GRAVEL
10. COMPACTED SUB-GRADE - COMPACTION RATE PER GEOTECHNICAL SOILS REPORT
11. 3" DEEP LAYER OF PEAGRAVEL IN BOTTOM OF POT
12. INSTALL 1/2" DIA. P.V.C. PIPE - INSTALLED IN BOTTOM OF POT - EXTENDED INTO DRAIN OPENING
13. SEAL BOTTOM OF POT WITH 2" LAYER OF "POR-MIX" OR EQUIVALENT

DPOTPAV2

POTTERY DRAIN SUMP — SCALE: 1" = 1'-0" — H

SCALE: 1" = 1'-0"

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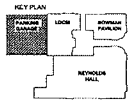
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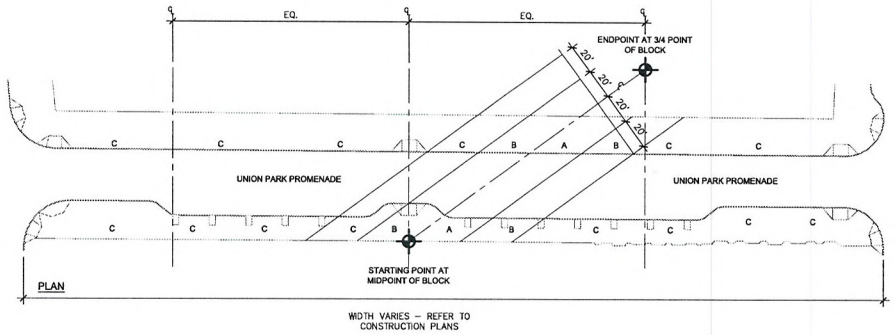
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12867.000
DATE
11-02-10
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PARKING GARAGE REVIEW

SHEET TITLE
LANDSCAPE CONSTRUCTION DETAILS

SHEET NO.
L3.01

PLOT DATE | FILENAME | FILE DATE | KEY'D

FILE NAME: L:\PROJECTS\12867.000\CAD\CONSTRUCTION DETAILS.DWG
TIME: 11/2/2010 10:57:39 AM



	DARKEST COLOR	MEDIUM COLOR	LIGHTEST COLOR
ZONE A	90%	10%	0%
ZONE B	30%	50%	20%
ZONE C	0%	20%	80%

NOTE. MATERIALS, COLORS, AND PATTERNS CREATE A STYLIZED DESERT EXPRESSION. EROSION AND REPETITION ESTABLISH THE PRIMARY INFLUENCES. GRADUAL TONAL TRANSITIONS TAKE PLACE ACROSS THE SIDEWALK FLOOR, REFLECTING THE SUBTLETIES AND NUANCE OF THE DESERT. THIS PLAN SHOWS HOW THE STONE PAVING PATTERN IS APPLIED ACROSS A GENERAL BLOCK OF THE PROMENADE. ZONES A, B, AND C ARE LAID OUT ACROSS ALL BLOCKS OF THE PROMENADE BY FINDING THE MIDPOINT AND 3/4 POINT OF EACH BLOCK. TRANSITIONS BETWEEN ZONES A, B, AND C SHOULD BE BLENDED AND SOFT. REFER TO FULL SIZE MOCK UP FOR MORE DETAILS.

NOTE: ALL STARTING POINTS HAVE BEEN ESTABLISHED ACCORDING TO UNION PARK SCHEMATIC STREETSCAPE DESIGN PACKGAGE

DISTPAV-DIALOUT

PED. QUARTZITE STONE PAVERS ON GRADE - DIAGRAMMATIC LAYOUT

SCALE : N.T.S.

PROMENADE PLACE PAVING DIAGRAMATIC LAYOUT

SCALE: N/A | A

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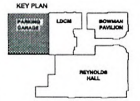
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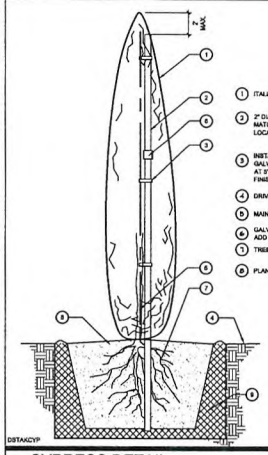
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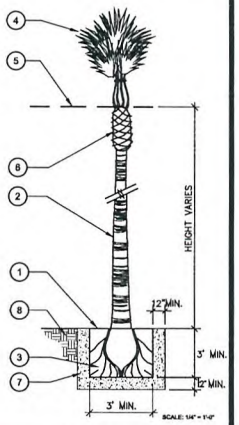
TREE STAKING - ITALIAN CYPRESS

SCALE: 3/4" = 1'-0"

CYPRESS DETAIL — SCALE: 3/4" = 1'-0" — C

1 FINISH GRADE AT BASE OF TRUNK.
2 PALM TRUNK - SKINNED.
3 ROOTBALL - SIZE SPECIFICATIONS.
4 PALM FRONDS - NO CLIPPED TIPS.
5 TOP OF CROWN. BROWN TRUNK HEIGHT IS MEASURED FROM FINISH GRADE TO THIS POINT.
6 PALM "PINEAPPLE" IS TO BE NOT MORE THAN 20% OF TOTAL HEIGHT OF TREE. AND NOT LESS THAN 10% OF TOTAL HEIGHT OF TREE.
7 WASHED SAND BACKFILL.
8 90% COMPACTED SOIL.

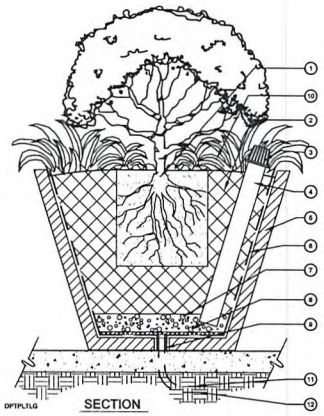
NOTE: REFER TO SPECIFICATIONS AND PALM PLANTING PIT DETAILS FOR ADDITIONAL INFORMATION



DPALMWAB

SCALE: 1/4" = 1'-0"

PALM DETAIL — SCALE: 1/4" = 1'-0" — B



DPTPLTLG

SECTION

1 PLANT ROOTBALL - INSTALL ROOTCROWN 1" ABOVE RIM OF POT.
2 PLANTING BACKFILL MIX - EQUAL PARTS WOOD SHAVINGS AND WASHED CONCRETE SAND.
3 INSTALL ATRIUM GRATE (NDS 74) ON TOP OF INSPECTION PIPE.
4 INSTALL 3" DIA. PERFORATED INSPECTION DRAIN PIPE (ASTM D2729) AS SHOWN. WRAP PIPE WITH FILTER FABRIC.
5 POT - REFER TO LEGEND ON POTTERY PLAN FOR SIZE AND SPECIFICATIONS.
6 WATERPROOFING ON INSIDE OF POT - 2 COATS HENRY'S ASPHALTIC EMULSION.
7 3" DEEP LAYER OF CLEAN PEA GRAVEL (3/8") ON BOTTOM OF POT.
8 INSTALL LAYER OF FILTER FABRIC ON BOTTOM OF POT.
9 DRAIN HOLE IN BOTTOM OF POT.
10 SECONDARY PLANTS AND/OR SEASONAL COLOR PLANTS IN POT. REFER TO POTTERY LEGEND FOR PLANT LIST.
11 DRIP IRRIGATION - AS REQUIRED/NOTED ON IRRIGATION PLAN.
12 ELECTRIC CONDUIT - AS REQUIRED/NOTED ON LANDSCAPE LIGHTING PLAN.

NOTE: REFER TO IRRIGATION PLAN FOR INFORMATION REGARDING DRIP IRRIGATION.

POTTERY PLANTING DETAIL (28" DIA. AND LARGER POTS)

SCALE: 1-1/2"=1'-0"

POTTERY PLANTING — SCALE: 1 1/2" = 1'-0" — A

DETAIL TITLE — SCALE: 1" = 1'-0" — G

DETAIL TITLE — SCALE: 1" = 1'-0" — F

DETAIL TITLE — SCALE: 1" = 1'-0" — E

DETAIL TITLE — SCALE: 1" = 1'-0" — D

DEEP ROOT BARRIERS	
ANY TREE 15 GALLON SIZE OR LARGER PLANTED WITHIN 5'-0" OF HARDSCAPE SHALL HAVE A DEEP ROOT BARRIER INSTALLED ALONG THE EDGE OF THE HARDSCAPE. MINIMUM 1' BEYOND THE EDGE OF TREE PLANTING PIT.	
TREE SIZE	ROOT BARRIER MODEL NO.
15 GALLON	CP18-2
24" BOX	CP24-2
36" BOX & LARGER	CP36-2
AVAILABLE THROUGH: CENTURY PRODUCTS, 1401 N. KRAMER, SUITE B, ANAHEIM, CA 92806 (800) 480-8084 (OR APPROVED EQUIVALENT).	

SEASONAL COLOR NOTE:
LANDSCAPE CONTRACTOR SHALL ALLOW $ 5,000.00 IN HIS BID FOR THE PURCHASE AND INSTALLATION OF SEASONAL COLOR & ADDITIONAL PLANT MATERIAL. SEASONAL COLOR TO BE SELECTED AND SPOTTED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

CALICHE SOIL NOTE:
THE LANDSCAPE CONTRACTOR SHALL INCLUDE IN HIS BID THE COST FOR PENETRATING THROUGH CALICHE OR HARD PAN LAYER WHEN IT IS ENCOUNTERED UNDER TREE OR PALM PLANTING PITS. THE PENETRATION THROUGH THE CALICHE OR HARD PAN LAYER SHALL ALLOW FOR WATER TO DRAIN OUT OF THE PLANTING PIT. SHOULD THE CALICHE OR HARD PAN BE TOO DEEP FOR AUGERING, THE LANDSCAPE CONTRACTOR SHALL DEVISE A DRAINAGE SYSTEM APPROVED BY THE LANDSCAPE ARCHITECT THAT WILL ENSURE PROPER DRAINAGE FROM THE PLANTING PIT. THE LANDSCAPE CONTRACTOR SHALL SUBMIT A UNIT COST FOR ANY SPECIAL DRAINAGE SYSTEM.

ESPALIER NOTE:
REMOVE ALL ESPALIERS FROM TRELLIS AND ATTACH TO WALL OR FENCE WITH VINE GUYS.

SHRUB LAYOUT NOTE:
ALL SHRUBS ARE TO BE SPOTTED IN THE FIELD PER THE SHRUB PLAN BY THE LANDSCAPE CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO EXCAVATION OF PLANTING PITS.

TREE PLANTING PIT NOTE:
ALL PITS FOR TREES SHALL BE DUG SQUARE WITH BOTTOMS LEVEL, THE LENGTH OF THE SIDES AND THE DEPTH AS SPECIFIED BELOW. COMPACTED SOIL AT SIDES AND BOTTOMS SHALL BE LOOSENED BY SCARIFYING OR OTHER APPROVED METHOD. PITS SHALL BE BACKFILLED WITH "PREPARED SOIL", THOROUGHLY SETTLED BY WATER APPLICATION. BACKFILL SHALL BE MADE WITH SOIL AS SPECIFIED UNDER "PREPARED BACKFILL MIX".

ALL PLANT PITS FOR TREES 24" BOX SIZE AND LARGER SHALL BE EXCAVATED TO A MINIMUM OF 2' LARGER THAN THE SIDE AND 1' DEEPER THAN THE HEIGHT OF THE CONTAINER IN ORDER TO PERMIT HANDLING. PLANTING PITS FOR PLANT MATERIAL UP TO 15 GALLON SHALL BE A MINIMUM OF 6" LARGER THAN THE DIAMETER AND 6" DEEPER THAN THE HEIGHT OF THE CONTAINER. EXCAVATE PITS WITH VERTICAL SIDES FOR ALL PLANTS. PLANTS SHALL NOT BE PLANTED IN DRY SOIL. SOIL SHALL BE MOIST AT LEAST 18" DEEP.

SET PLANTS IN CENTER OF PIT, IN A VERTICAL POSITION, SO THAT THE CROWN OF THE BALL WILL BE LEVEL WITH FINISH GRADE AFTER ALLOWING FOR WATERING AND SETTLING AND SHALL BEAR THE SAME RELATIONSHIP TO THE FINISH GRADE THAT IT DID TO THE CONTAINER SOIL SURFACE.

PLANTING NOTES:

1. ALL PLANTING SHALL CONFORM WITH LOCAL CODES AND REGULATIONS.
2. QUANTITIES SHOWN IN THE LEGEND ARE FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY AND INSTALL PLANT QUANTITIES AS DRAWN ON PLAN.
3. FINAL LOCATION OF ALL TREES AND PALMS SHALL BE VERIFIED BY THE LANDSCAPE ARCHITECT IN THE FIELD PRIOR TO EXCAVATION OF PLANTING PITS.
4. INSTALL 2" LAYER OF PLANTER MULCH IN ALL PLANTING AREAS; MATCH PLANTER MULCH IN EXISTING PLANTERS.
5. ALL PALM TREES SHALL BE PLANTED PLUMB.
6. PALM TREE HEIGHTS LISTED ARE BROWN TRUNK HEIGHT.

PLANTING SHRUBS, VINES & GROUNDCOVERS:

1. SHRUBS AND VINES: PLANTING PITS FOR SHRUBS AND VINES SHALL BE 6" GREATER IN DIAMETER AND 6" DEEPER THAN PLANT ROOTBALL. COMPACTED SOIL AT BOTTOM OF PIT SHALL BE LOOSENED AND THE PIT FILLED WITH "PREPARED SOIL" TO THE BOTTOM OF THE BALL. WHEN THE PLANT HAS BEEN PROPERLY SET, THE PIT SHALL BE FILLED TO THE REQUIRED GRADE WITH "PREPARED SOIL" AND THOROUGHLY SETTLED BY TAMPING AND WATERING. ALL VINES SHALL BE REMOVED FROM STAKES, UNTIED, AND SECURELY FASTENED IN ALL APPROVED MANNER TO THE WALL, FENCE OR OTHER SURFACE NEXT TO WHICH THEY ARE PLANTED.
2. GROUNDCOVER PLANTING PITS FOR ROOTED CUTTINGS FROM FLATS SHALL BE 6" X 6" X 6". GROUND COVER AREAS SHALL BE MOISTENED PRIOR TO PLANTING. NO GROUND COVER PLANTS SHALL BE PLANTED IN DRY SOIL.

SET PLANTS IN CENTER OF PITS SO THAT AFTER SETTLING OF SOIL CROWN OF PLANT WILL BE LEVEL WITH FINISHED GRADE THEN BACKFILL AND WATER.

GROUND COVER PLANTS SHALL BE WELL ROOTED WITH RUNNERS MINIMUM 4" LONG.

IRRIGATION NOTE:
ALL PLANTING AREAS WILL BE IRRIGATED ACCORDING TO HYDROZONES. PLANT TYPE & ENVIRONMENTAL EXPOSURE AND WILL RECEIVE 100% COVERAGE BY MEANS OF STATE-OF-THE-ART, AUTOMATICALLY CONTROLLED, ELECTRICALLY OR BATTLITE OPERATED, UNDERGROUND PIPED SPRINKLER SYSTEM. IRRIGATION MAINLINE PIPING SHALL BE PVC PLASTIC (TYPE 1220) SCHEDULE 40 OR CLASS 315. ALL LATERAL LINES SHALL BE CLASS 200 OR CLASS 315. IRRIGATION PIPE SHALL BE INSTALLED AT 18" MIN. DEPTH FOR PRESSURE LINE & 12" DEPTH FOR LATERAL LINES

TREE/VINE NOTES:

1. ALL TREES SHALL BE REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PURCHASE. PHOTOGRAPHS SHALL BE PROVIDED FOR ALL MATERIAL FOR REVIEW PRIOR TO PURCHASE.
2. TREE AND VINE LOCATIONS SHALL BE LOCATED AS SHOWN PER PLAN AND COORDINATED/ADJUSTED TO THE ARCHITECTURE AS NECESSARY.

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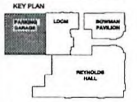
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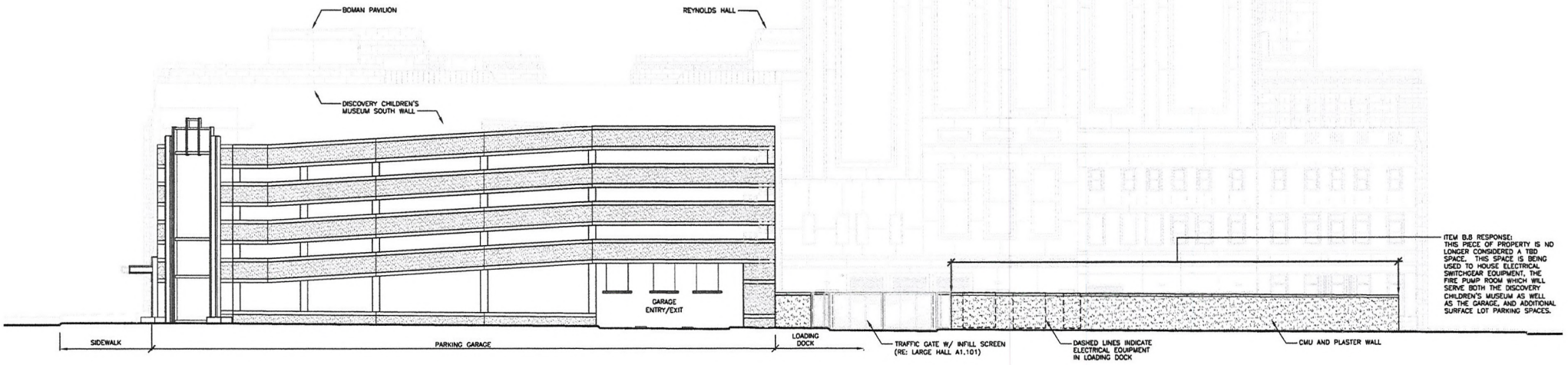
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01 WEST CLARK AVE. ELEVATION
1/16" = 1'-0"

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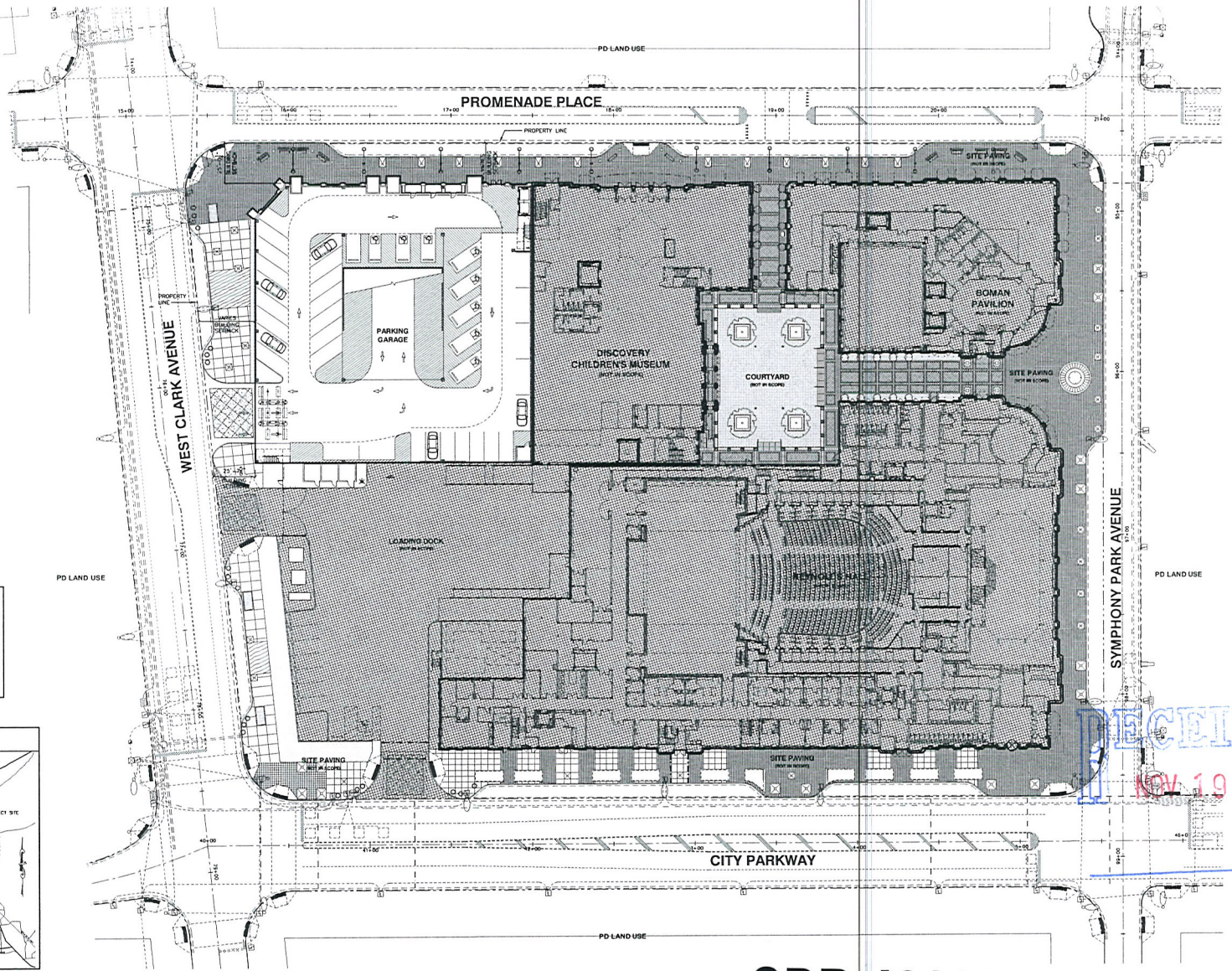
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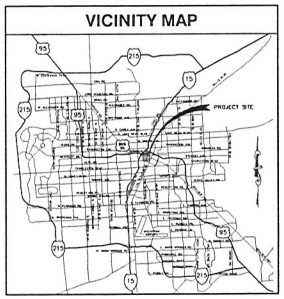
Parking Garage - Site Development Plan Review Submission



PARKING TABULATIONS

	STANDARD	HC	VAN HC	TOTAL
LEVEL 01	31	6	2	39
LEVEL 02	78			78
LEVEL 03	78			78
LEVEL 04	78			78
LEVEL 05	62			62
SUB-TOTAL	330	3	4	
TOTAL				335

VICINITY MAP



SDR-40146

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1 PARCEL H/I SITE PLAN
SCALE: 1" = 50'-0"

NORTH

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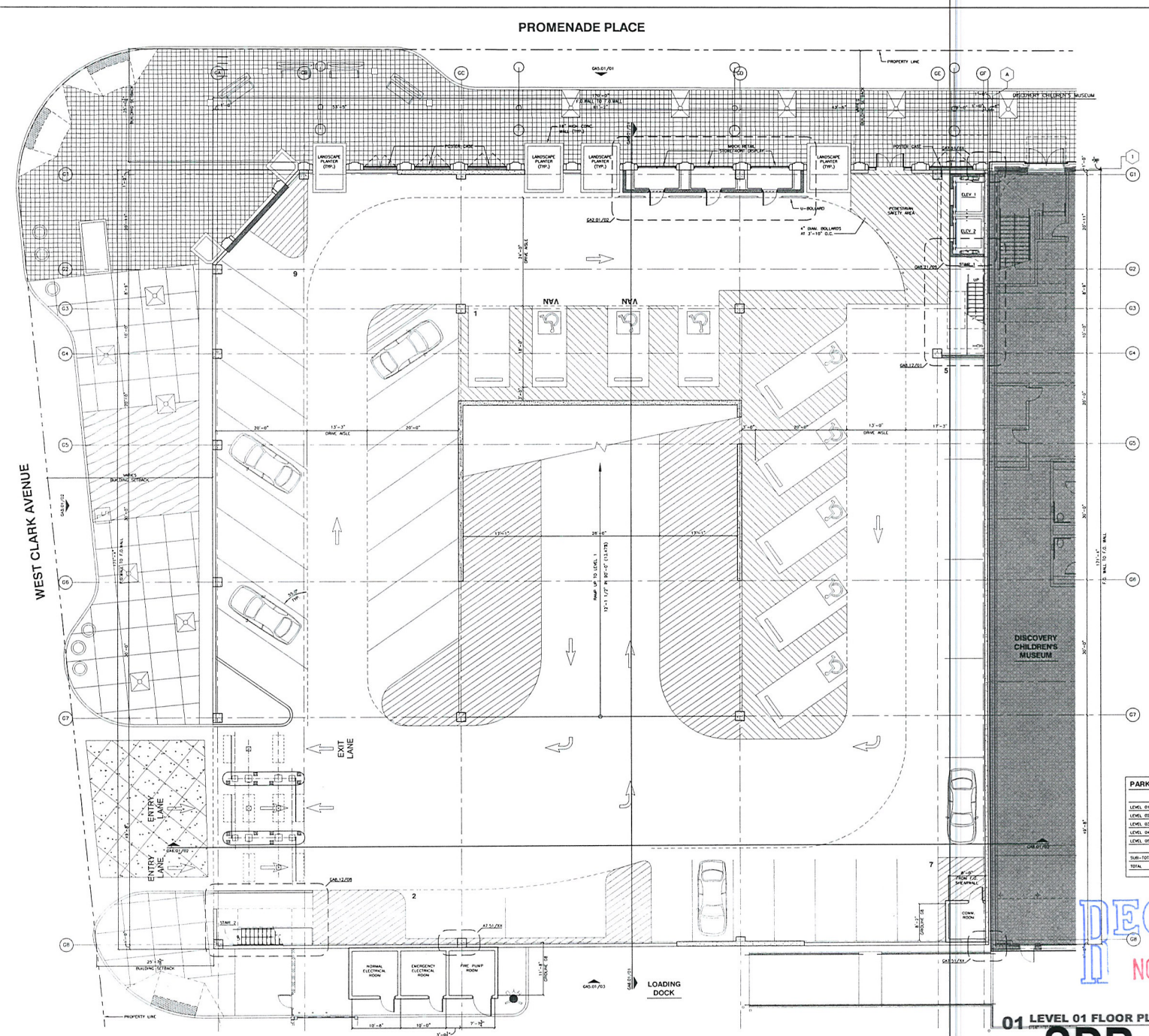
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SITE PLAN

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01 LEVEL 01 FLOOR PLAN

PARKING TABULATIONS

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LEVEL 01	31	6	2	39
LEVEL 02	78			78
LEVEL 03	78			78
LEVEL 04	78			78
LEVEL 05	62			62
SUB-TOTAL	330	3	4	
TOTAL				335

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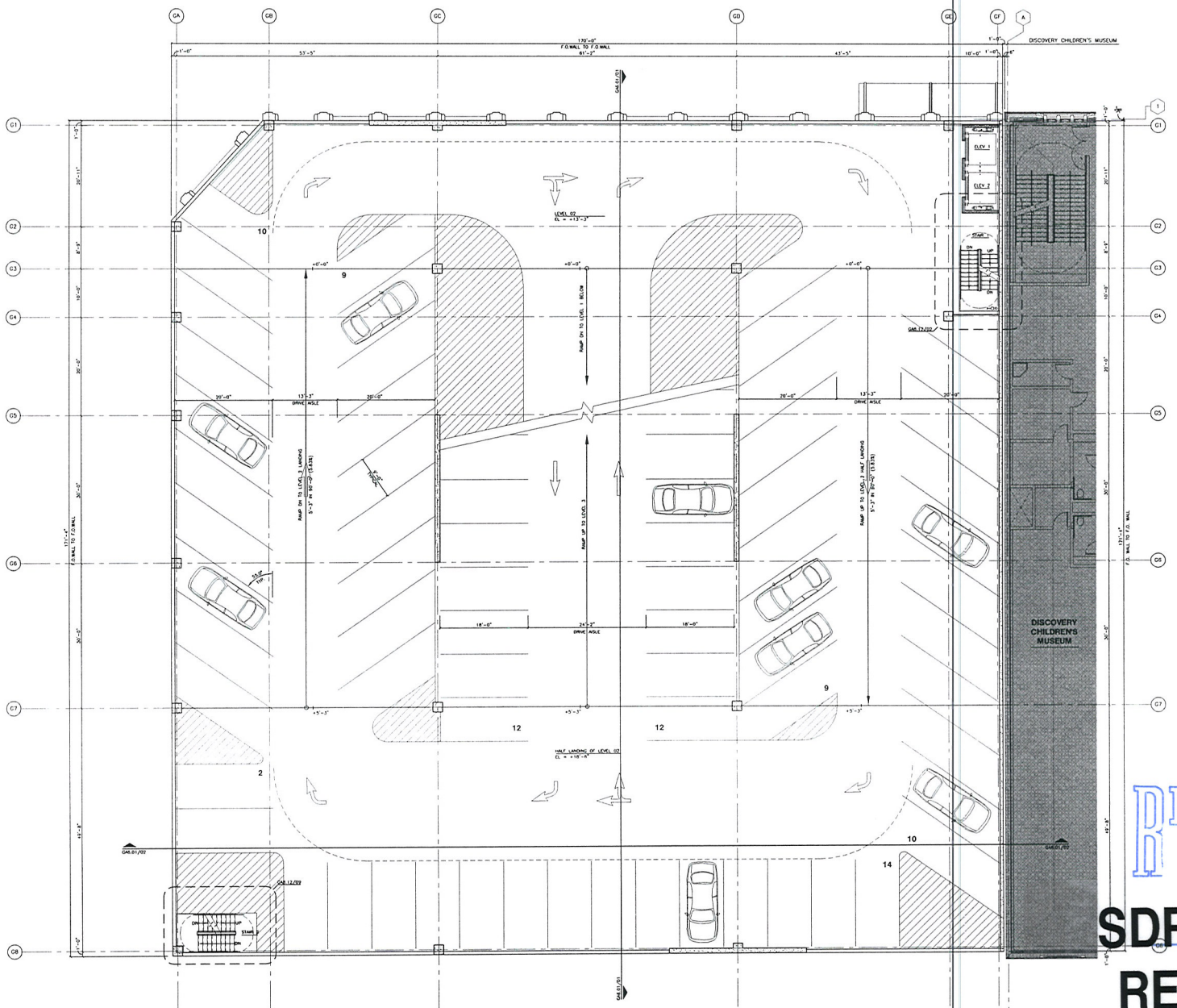
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SHEET TITLE
LEVEL 01
FLOOR PLAN

SHEET NO.
GA2.01

PLOT DATE: FILE DATE: FILE NAME: ARCH1



01 LEVEL 02 FLOOR PLAN

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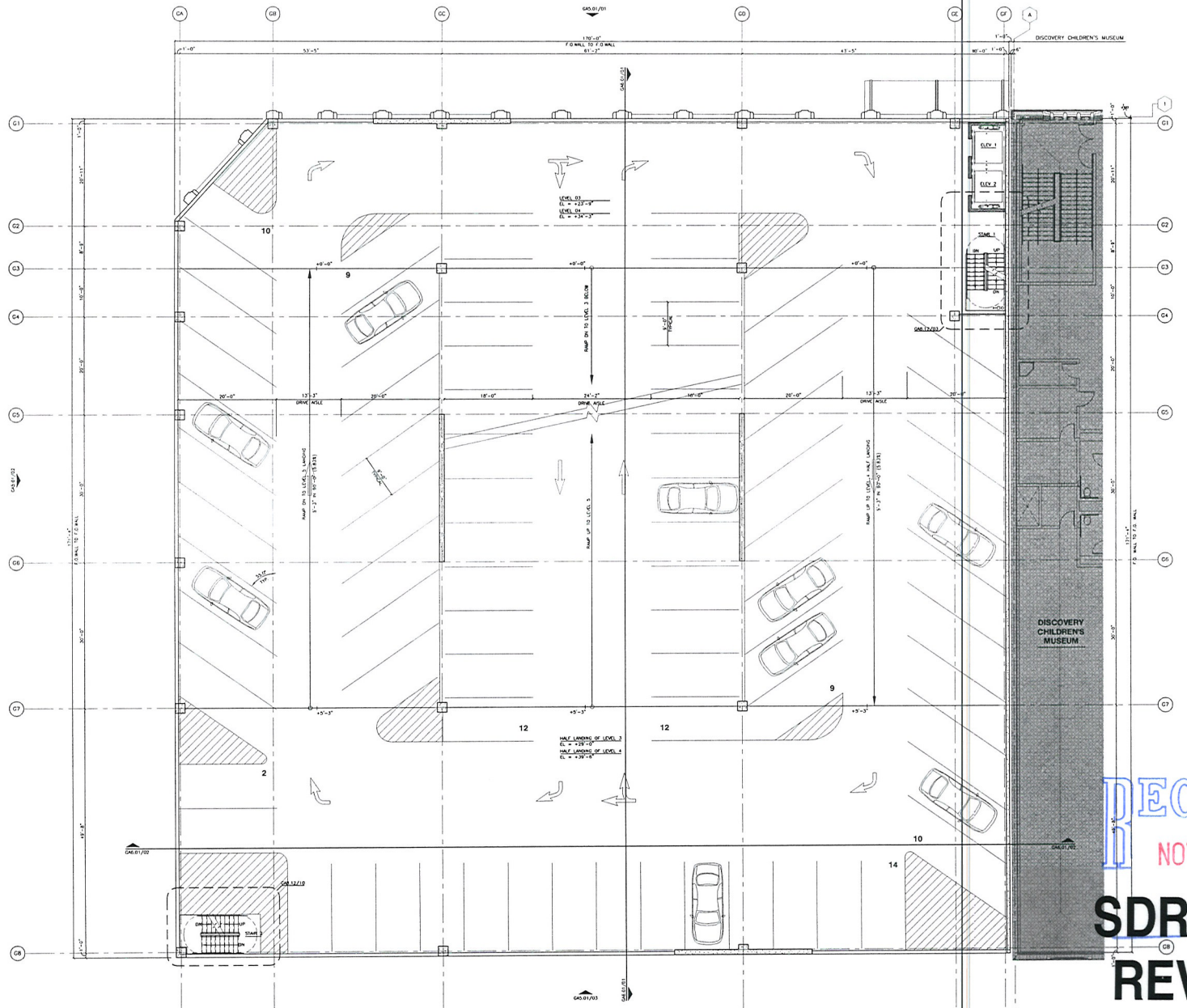
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SHEET TITLE
LEVEL 02
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SHEET NO.
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01 LEVELS 03-04 FLOOR PLAN

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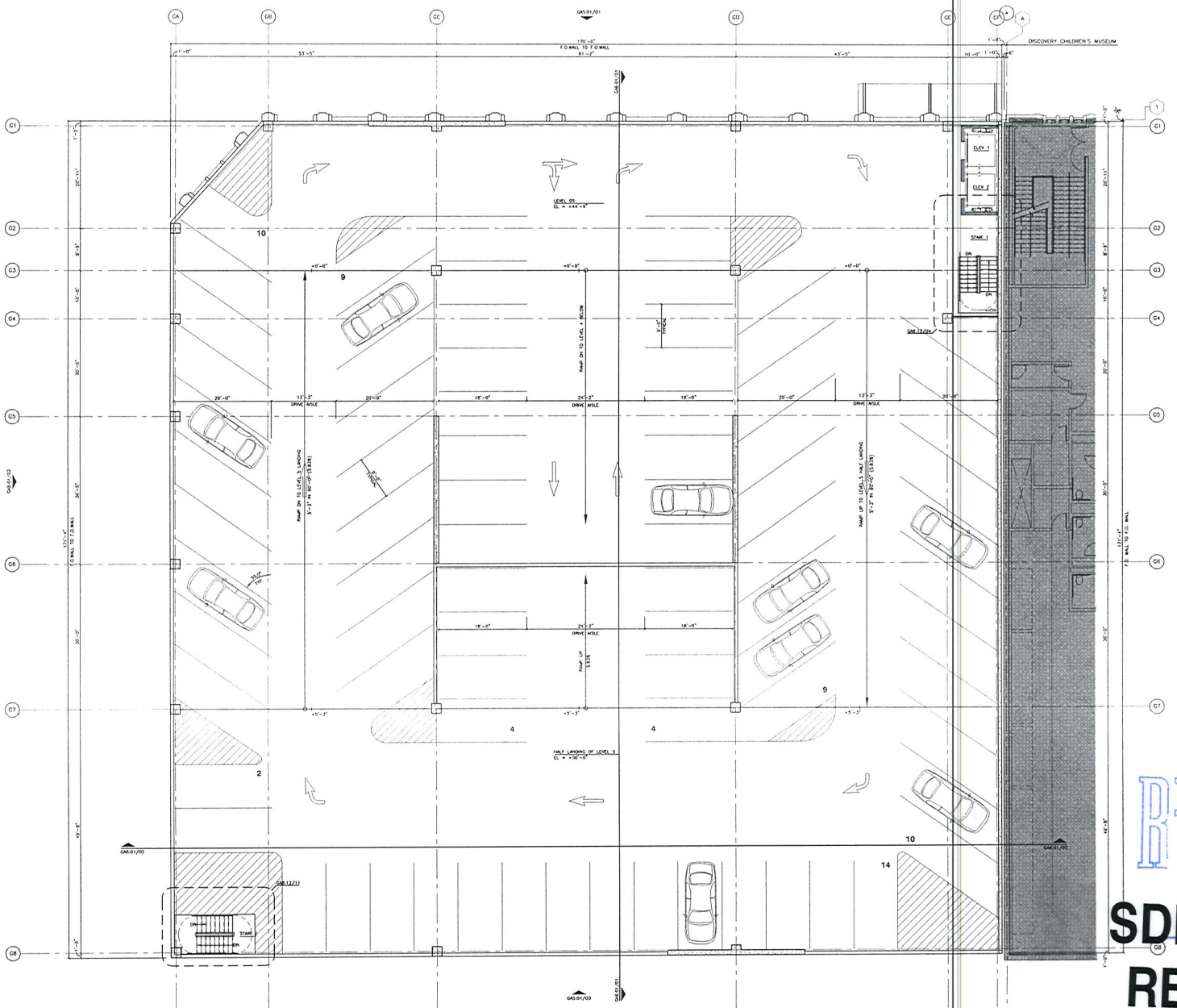
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SHEET TITLE
LEVELS 03-04
FLOOR PLAN

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GA2.03

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SHEET TITLE
LEVEL 05 FLOOR PLAN

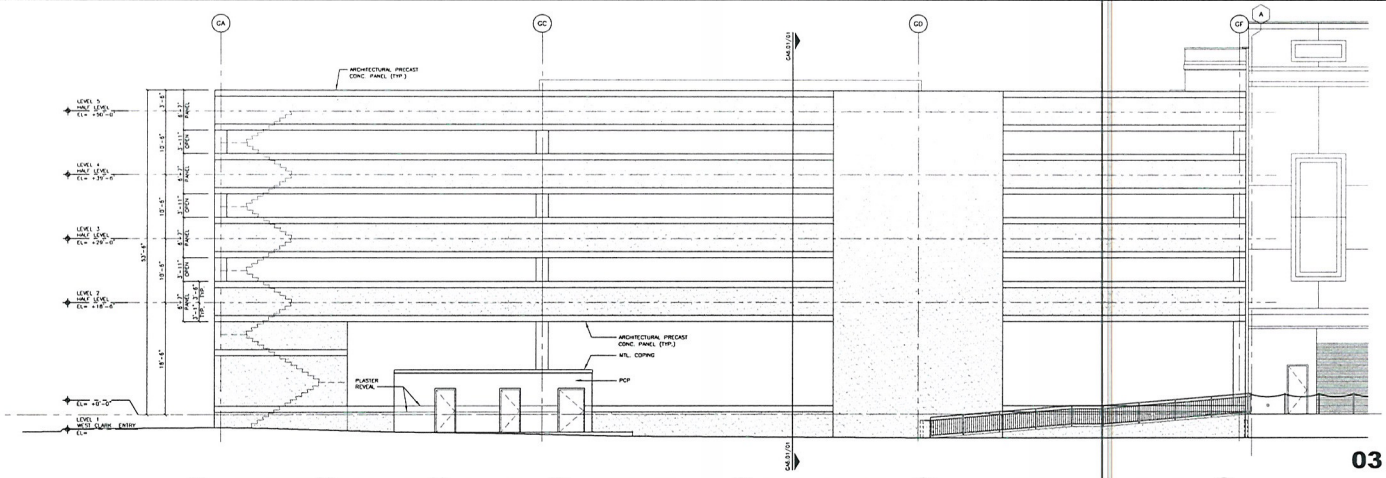
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01 LEVELS 05 FLOOR PLAN
1/16" = 1'-0"

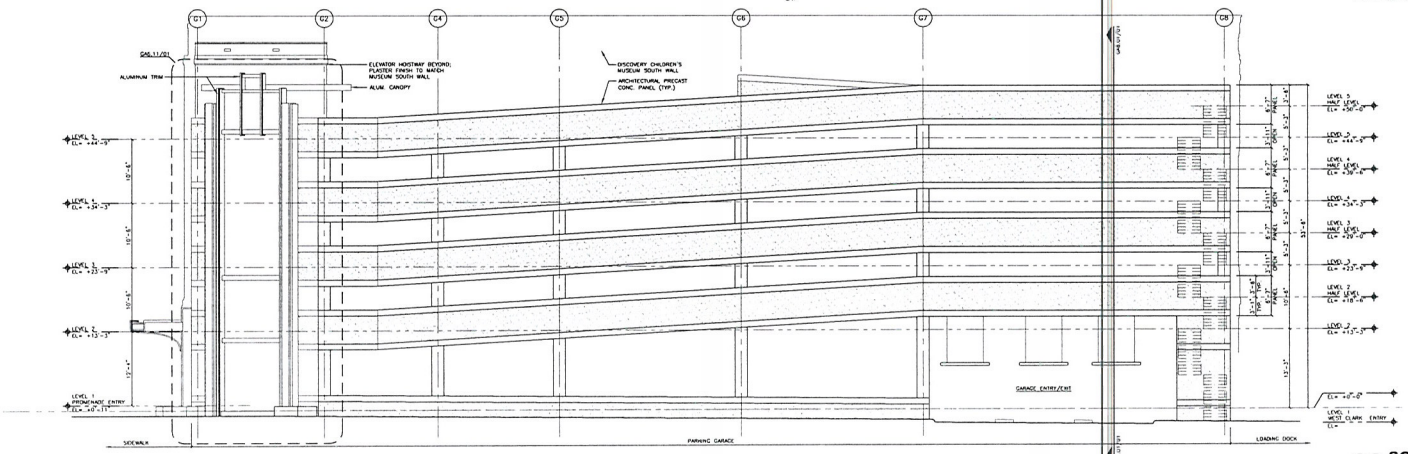
NORTH

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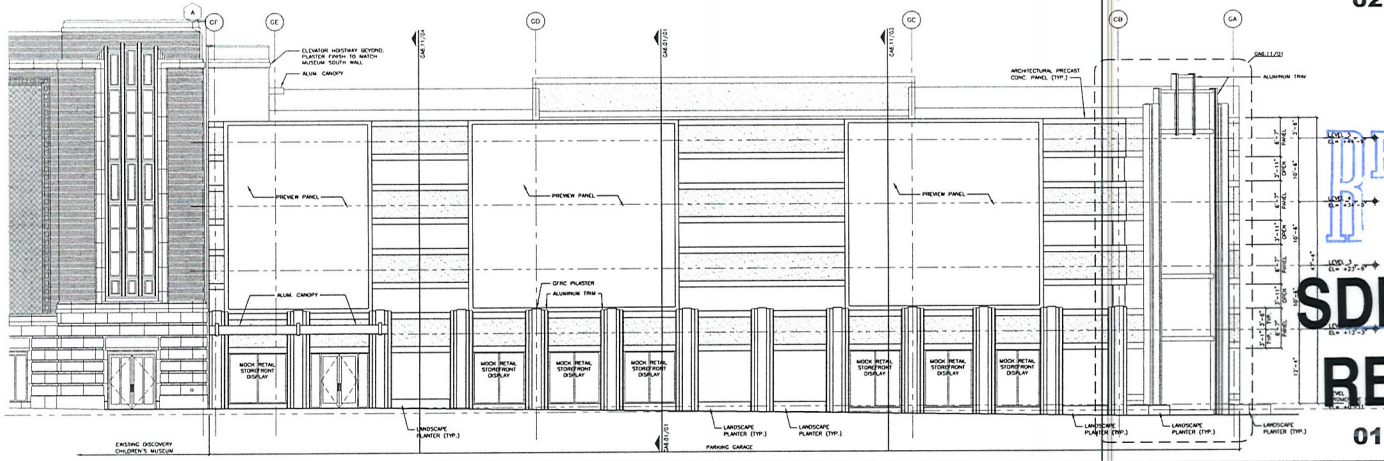
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FILE DATE: 11/19/2010
VERSION: 2010



03 EAST ELEVATION
1/8" = 1'-0"



02 SOUTH ELEVATION
1/8" = 1'-0"



01 WEST ELEVATION
1/8" = 1'-0"

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EXTERIOR ELEVATIONS

SHEET NO
GA5.01

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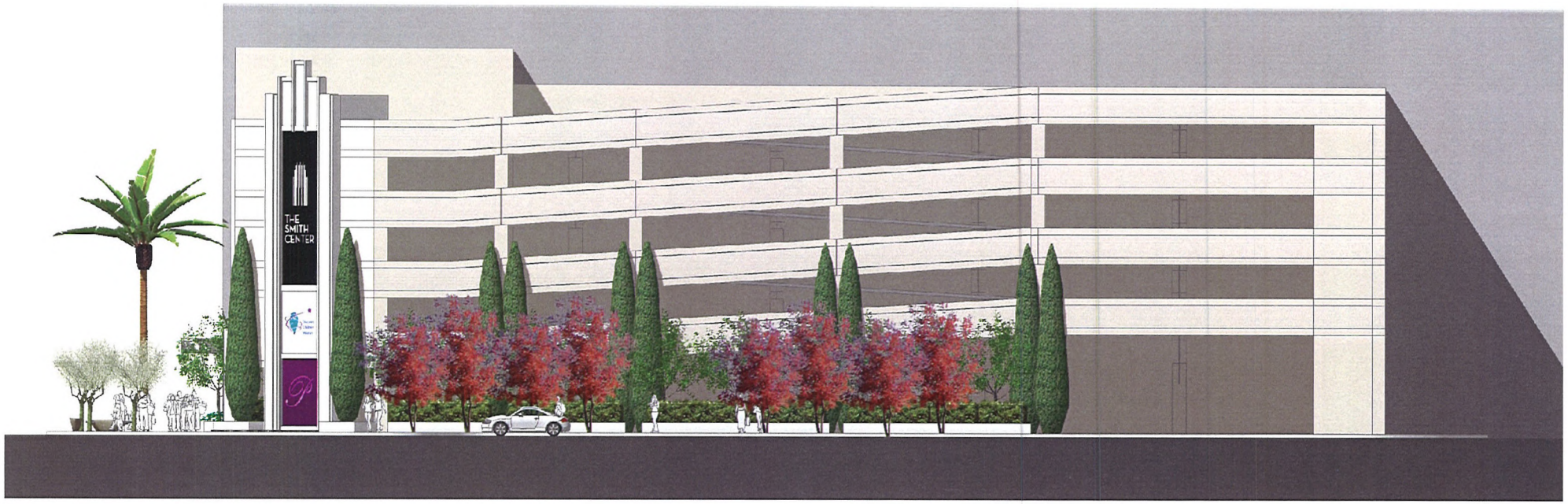
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West Elevation
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South Elevation
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View Looking East

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View Looking Southeast



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View Looking East



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View Looking East

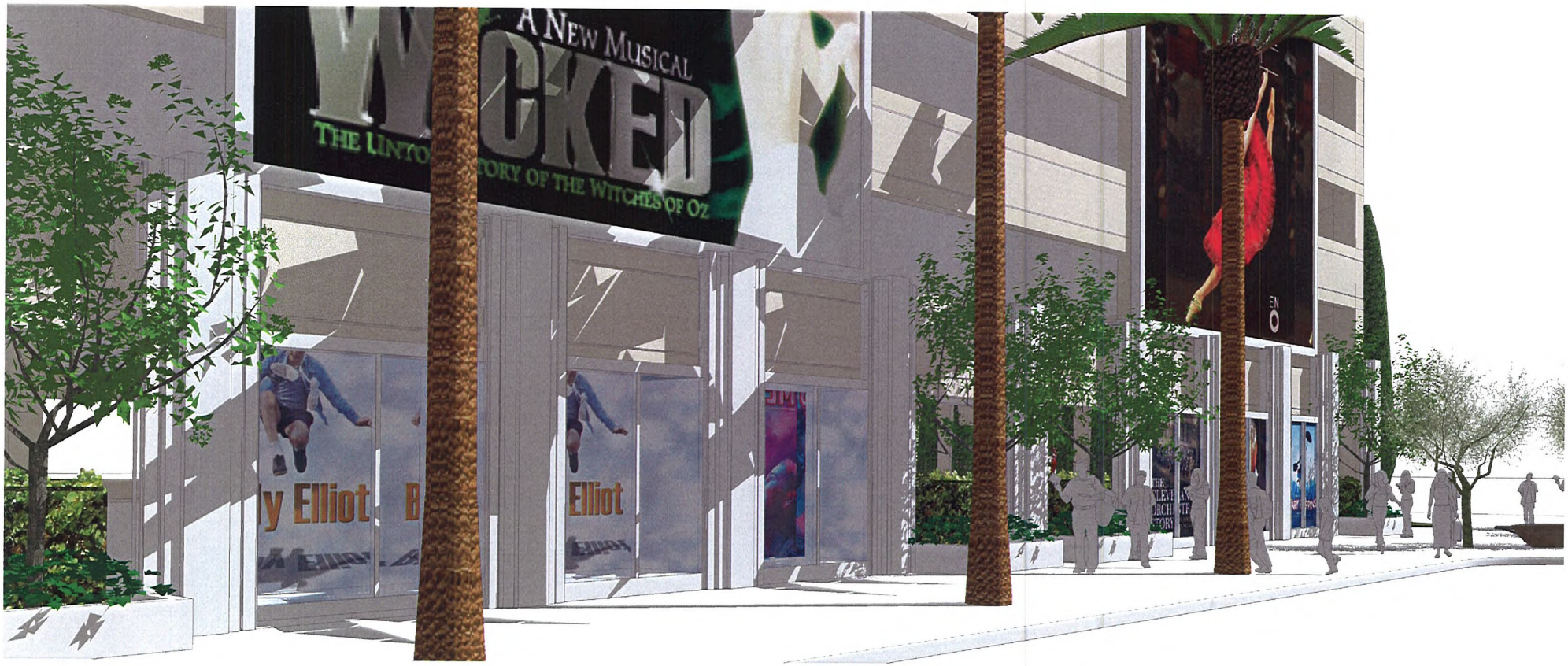


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View Looking East



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View Looking Southwest



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NORTHEAST CORNER OF CLARK AVENUE AND PROMENADE PLACE

11/09/10



SDR-40146 - APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS
NORTHEAST CORNER OF CLARK AVENUE AND PROMENADE PLACE

11/09/10



SDR-40146 - APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS
NORTHEAST CORNER OF CLARK AVENUE AND PROMENADE PLACE

11/09/10

SYMPHONY PARK

November 30, 2010
Matt Edwards,
The Projects Group
(by email)

Re: **Smith Center/ Discovery Children's Museum Parking Garage**
Design Development Re-Submission,
Submitted November 3, 2010

Dear Mr. Edwards,

The Symphony Park Design Review Committee (SP-DRC) received your revised submission of the Smith Center /Discovery Children's Museum Garage (Garage) on Wednesday, November 3, 2010 and reviewed it on Friday, November 19, 2010. Due to the failure of the Garage design to comply with many of the requirements of the Symphony Park Design Standards (Design Standards), the SP-DRC is making a **RECOMMENDATION OF DENIAL for non-conformance to the Design Standards as detailed below.**

Included herein is direction from the SP-DRC for improvement to your submission. The SP-DRC is not recommending these deficiencies as waivers.

A. Denial for the following areas of non-conformance with the Design Standards:

1. The Garage elevations shown on Sheet GA5.01do not reflect any of the last set of comments from the SP-DRC and are found to be lacking the quality of architecture required for them to be approved per the Design Standards. If approved anyway, the following Sections of the Required Design Standards would have to be waived, presented here with a parenthetical note of how the current project responds.

    a. Section 1.5.1 – Active Frontages along the Promenade are required (none provided).

    b. Section 1.5.3 – Active Frontages along West Clark Avenue required (none provided).

    c. Section 1.5.5 – Retail and restaurant frontage on Promenade Place is required (none provided).

    d. Section 1.6.4 – Exposed Parking on Promenade Place shall be avoided (parking is exposed). Parking shall be minimized, and

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avoided, if possible, along West Clark Avenue (parking is exposed). Exposed parking shall be treated architecturally consistent with adjacent buildings (neither elevation is treated architecturally consistent with the Children's Museum).

e. Section 1.9.1 – Building Wall Enclosure at the build-to-line is required (building is set back along West Clark Avenue).

f. Section 1.12.1 – Minimum Public Art Requirements of four (4) public art opportunities or installations are required (none specified for entire building) Note that the large advertising graphics shown do not constitute public art.

g. Section 3.4.1-5 – Awnings or Canopies are required (only one small canopy is provided over the elevator entry on the Promenade Place elevation, none are provided on West Clark Avenue elevation).

h. Section 3.7.1 – First Floor Heights- consistent street level storefront heights of a minimum of 16 to 20 feet are required (the first floor of the Garage is visually expressed along Promenade Place at 15 feet 9 inches but false storefront openings are only indicated at 9 feet high. Along West Clark Avenue there is no first floor visually expressed and there are no storefronts provided).

i. Section 3.9.1 – 360 Degree Design- all sides of a structure shall exhibit design continuity, there shall be no unimproved side to a structure (the West Clark Avenue elevation is not consistent with the Promenade Place elevation and appears unimproved).

j. Section 3.11.1 – Sloping floors of a parking structure shall not be exposed to public view from outside the structure (the West Clark Avenue elevation exposes the sloping floors).

k. Section 3.11.3 – Where parking structure facades are exposed, an architectural treatment expressing individual building fenestration is required (no attempt is made to create window type openings with vertical expression of the structural columns or decorative elements on either elevation, as requested by the SP-DRC. The large advertising graphics panels help hide the façade but do not create lasting architecture).

l. Section 3.11.4 – Wrapping Parking with retail or other uses is required and avoids large blank walls or parking next to street level sidewalk (none is provided on either street frontage, although the display cases proposed help provide some color and pedestrian interest to the street level).

m. Section 3.12.4 – Lighting: Cut-off type lighting sources for all garage lighting is required (the project only proposes perimeter cut-off type fixtures)

n. Section 3.13.1 – Street Wall Requirements shall include at least two variations in wall placement per 100 feet of street frontage (none provided).

o. Section 3.14.2 – Shading Pedestrians: Buildings and pedestrian ways on the north sides of streets shall be protected by awnings and/ or arcades along 75% of the length of the sidewalk (none are provided on the north side of West Clark Avenue).

p. Section3.16.6-5.G – Wall Signs are limited to one per building face and 2% of building wall area, no closer than 2 feet from top of parapet (wall signs as shown are more than 30 times the allowable amount and are located at the top of parapet). If approved, submit a separate application to the SP-DRC for all building signage.

B. If Approved, Subject to the following conditions:

1. Apply for Waivers for the above 16 required sections of the Design Standards or revise appropriate ones to meet the Design Standards
2. Make all of the changes to the proposed drawings outlined in section C below

C. Required changes to Architecture drawings:

1. Sheet GA2.01- the circulation of the ground level shown in the revised garage is confusing and creates conflict points for patrons. Please modify. Also the planters shown on the Promenade Place sidewalk extend too far into the sidewalk and reduce the pedestrian space well below the 10 foot minimum required. Please reduce the size of the planters to the build-to-line.
2. Sheet GA5.01
   a. Provide canopies along the rest of the Promenade Place elevation over the display openings.
   b. Provide an architectural treatment on the West Clark Avenue elevation similar to the Promenade Place elevation
   c. Add vertical architectural features to both the Promenade Place and West Clark Avenue elevations at every bay, that should extend to above the top of garage parapet.
   d. Submit a separate application to the SP-DRC for all building signage.
   e. Provide cut-off type lighting sources are for the entire Garage. The louvered shields proposed for the perimeter fixtures are acceptable but not sufficient for the entire garage.

f. Although there are roof top mechanical items shown on the drawings, please indicate if any are to be located on the top level of the garage, and how they will be completely screened from public view per the Design Standards requirements.
g. Move the planters on the Promenade Place sidewalk back so as not to exceed the build-to-line and provide sufficient pedestrian sidewalk clearances.

D. Required changes to Landscape Architecture drawings:

1. Sheet L2.02
   a. Originally, the streetscape along West Clark Avenue became quite narrow when the Smith Center building required greater site area so that the SP-DRC allowed the use of trees in tree grates as the primary streetscape solution in order to maintain a minimum of ten (10) feet clear sidewalk area for pedestrians. Now that more room on the streetscape is created because the building does not follow the build-to-line, the project should go back to incorporating more planters as are used on City Parkway. Currently only one planter is shown on the drawing near Promenade Place. Add other planters. The addition of a raised planter along the building edge is acceptable, however, it should be wider to successfully accept larger plant material (See note(a) for Sheet L3.00 below)
   b. The added paver/plaza treatment at the corner of West Clark Avenue and Promenade Place is an improvement over the previous DD submission, however, it needs further treatment to meet the Design Standards. If the project is approved, this space needs further shade, art treatment, or unique treatment consistent with its special location.
   c. City Centennial street light EX.5 is not noted on the finish schedule though it is noted on the drawing.
   d. Pedestrian light spacing on West Clark Avenue is inconsistent, and not all lights are centered on pavement scoring as required by the Design Standards Streetscape Schematics. Please make all spacing closer to the required 48 feet.
   e. Section 2.3.1 – One pedestrian seating bench is required per 100 feet of frontage (none provided-please provide along West Clark Avenue frontage)
   f. Add call outs for the Kim up-light fixtures in the pavement at the corner seating area on Promenade Place.
   g. The special pavement design suggested along West Clark Avenue in the center of the parking pocket is not specified. The Design Standards call for this location to be an art opportunity with shade, seating or special paving, or otherwise the use of project concrete pavers. Please note what is intended here.
2. Sheet L2.02 – Show a continuous tree trench for all deciduous trees, including those in tree grates.
3. Sheet L3.00

a. The new plant material proposed is of a decorative, non-desert pallet not appropriate for a LEED-ND water conserving landscape. Much of it is high water use and some will not survive well in this intense streetscape environment. Please specify other plant materials with two exceptions: the Mexican Primrose is approved, and the Italian Cypress is acceptable if specified in the 60 inch box size required by the Design Standards and detailed with a vertical metal support in the planter.
b. Other notes on the drawings include the requirement for continuous tree trenches in lieu of the 8 foot by 8 foot trench specified in PL.8, and in PL.3 the tree grates to be used are 4 feet square not 6 feet square.

4. Sheet L3.01 – Detail D needs the addition of a WWF reinforcing note and clarification of the reference to sheets L5.01-L5.06 that are not included here for review.
5. Sheet L3.02 – The Promenade Place paving layout is not consistent with that required in the Design Standards. There is too much "C" pattern for the entire block. Please adjust A, B, C limits so that the entire block creates the correct pattern.
6. Sheet L6.01 – The tree legend needs to be modified to indicate all trees are to be "60 inch box" per the Design Standards, Section 2.1.5, and have a minimum of 6 feet clear to branching. The Prunus Caroliniana is not approved. The Italian Cypress is approved subject to the conditions stated above in 3 a., however, it should be noted it is not desert theme appropriate and is being approved only to allow some vertical plant treatment on the West Clark elevation of the building.
7. Sheet L7.01 – The shrub legend needs to be modified. Horse Tail not allowed (high water use), use Dwarf Rosemary instead. Privet not allowed. Lily Turf not allowed. Indian Hawthorn not allowed (moderate to high water use). The legend is missing Desert Spoon, Red Yucca, and Desert Carpet Acacia from the approved plant pallet.
8. Sheet L8.01 – Two additional details are needed – one for a continuous tree trench and one for a metal support system for the Italian Cypress.
9. Sheet L8.02 – Detail B needs to be modified to indicate 22 feet as the BTH on the Palm instead of "Height Varies".

E. Required changes to Civil Design drawings:

1. The Garage auto entry has been relocated to the West Clark Avenue frontage as previously requested by the SP-DRC. With this request the requirement for auto parking entry off Promenade Place in the Design Standards, resulting from a previous master plan assumption, has been waived for pedestrian safety. The required traffic study for this new entry location has been received and reviewed. The new location reduces left turn storage capacity for both the Garage and at the Promenade Place intersection below City Public Works requirements with the use of a center turn lane. However, the City believes a better solution to this issue is to eliminate the center turn lane in this block and do all lefts from the left hand through lane, thereby not reducing capacity below that required.

2. Service rate calculations from "ITE Transportation and Land Development" should be used to determine the queuing required from the ticket machines in the Garage, and there is not documentation of where the service rate of 14 seconds and 60 seconds comes from. Two exiting lanes and a 60 second service rate could take 2.8 hours to empty the structure.
3. In the Drainage Study Addendum #1 to Update #4 some finish grades adjacent to the building and finish floors do not meet the required 12 inches of separation from flow line elevation in the street. City Public Works has reviewed this condition and approves it due to a sloping site and the unoccupied nature of the Garage.
4. Although the sidewalk cross slopes are shown as 2% on the drawing the slopes actually calculate to be .5% to 2%. City Public Works accepts this as normal variation allowable.
5. Some existing streetscape elements are not shown on the drawings and may require grading or drawing adjustments to accommodate them. This is true for an existing fire hydrant, the existing traffic signal pole, the existing utility boxes and vaults. All future streetlights should be shown somewhere.
6. The handicap ramps on the driveway entry should be more in line with those on the service drive.

F. LEED

1. The letter from Green Building Services outlines how the Garage is part of the Children's Museum for LEED Certification purposes. The SP-DRC accepts this position.

Redlined notes on appropriate drawings are scanned and will be sent shortly.

Sincerely,
The Symphony Park Design Review Committee
Steve van Gorp, Chairman

cc. Myron Martin, The Smith Center for the Performing Arts (by email)
Richard Johnston, HKS Architects (by email)
Michael Ayers, HKS Architects (by email)

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SYMPHONY PARK

October 19, 2010
Matt Edwards,
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(by email)

Re: **Reynolds Discovery Children's Museum Parking Garage**
Design Development Submission,
Submitted and presented October 8, 2010

Dear Mr. Edwards,

The Symphony Park Design Review Committee (SP-DRC) received your submission and presentation of the Reynolds Discovery Children's Museum (Museum) Garage on Friday October 8 and gave you a number of initial comments that day. We will reiterate those comments here to document them. We have, in addition, looked at our submittal requirements more closely and want to pass on a few additional items that we did not necessarily discuss last Friday the 8th in person with your team. We understand and appreciate that you are in the process of refining the garage design to reflect our comments last week but these additional items need to be considered also.

A. SP-DRC comments from October 8 meeting:

1. Reorient the garage plan so that the entry/ exit moves to the West Clark Ave. frontage to reduce conflicts with patron elevator pedestrian traffic and pedestrians along Promenade Place. LV Public Works was consulted to make sure there would not be an automatic veto of this idea since it would put the entry/exit very close to the service exit for the Smith Center service yard. The required parking garage traffic access and circulation study should explore how to clarify the correct entry point for patrons and quantify any conflicts, including operational control of service traffic. It was reiterated that no final design of the service entrance gates have been approved by the SP-DRC and that use of this gate will further help diminish confusion of the parking entry point. This reorientation of the plan might put a sloping floor elevation on the Promenade so the garage team should explore how to make this elevation appear flat floor instead, with horizontal spandrel panels, consistent with the Symphony Park Design Standards (Design Standards) requirement of no sloping floors being expressed along public streets.

2. Add architectural features to the facades (vertical structural or decorative elements to make the elevation more office like and less garage looking). These

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should extend above the top of garage parapet with some simple cap, and might occur every 20 feet or so, at every bay or every other bay. The garage should look as consistent with the Museum architecture as possible, to meet the Design Standards.

3. In the absence of actual required continuous and active retail/restaurant storefronts along the ground floor façade along Promenade Place, it is extremely important to clearly articulate what is being provided in substitution for the waiver request going forward. Please make the Promenade Place elevation display panels continuous across the elevation. Because this solution does not meet the requirements of the Design Standards for continuous retail frontage, the SP-DRC will not be able to approve this solution. It will have to go to City Council for consideration of a waiver.
In addition, the current garage plan is not clear about the condition of pedestrian access to the first level of the garage from Promenade Place, with some open panels and some closed. Please clarify pedestrian access and car front screening. The garage team should consider use of the clipped corner of the building as a pedestrian access point if that fits internal circulation. Also consider more retail-like first floor treatment on the West Clark Ave. frontage, consistent with the Design Standards requirements.

4. Because the garage does not follow the build-to-line along West Clark Ave. it creates an awkward additional streetscape space. Instead of treating this space as a landscape screen for a suburban garage, the team should make the landscape solution more urban, and more of an extension of the streetscape, not so separate from it. Incorporate more of the streetscape plant pallet where ever possible. No decision on the use of Mexican fan palms was discussed. Although some landscape screening of the garage may be desirable, the garage team should explore other ways to achieve this beside the use of palm trees that are not used anywhere else in Symphony Park. The garage team should make something more of the clipped corner opportunity with hardscape such as a small plaza for future cart vendors (provide electrical hook-ups) or pedestrian use.

B. Additional items needed to complete a Design Development Submission:

1. A traffic access and circulation study that looks at access to parking is required. Please provide. See additional comments in point number 1 above. In addition, operations and queuing at ticket booths should be considered given the short distance from the public street.

2. In lieu of a parking study to document the required off street parking needs of the Museum and how the garage might be shared with the Smith Center, the Museum assumed parking demand of 250 spaces is accepted.

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3. The drainage letter provided refers to an updated and more detailed letter with the Design Development submittal but none is provided. Please provide.

4. A LEED expanded check list is required for the garage. The checklist submitted was for the Children's Museum, not the parking garage.

5. There is no lighting information included in this submission. All garage lighting is to be accomplished with cut off luminaires so there is no light spill onto adjacent streets.

6. The canopy proposed along Promenade Place and a short way on West Clark Ave. is positive. To meet the Design Standards it should be raised to a minimum of 16 feet from grade unless its height and design is tied directly to the Museum canopy. This canopy is to be a minimum of 6 feet in depth. According to the Design Standards paragraph 3.14.3 the canopy is also to extend 75% of the length of the West Clark Ave. elevation since this face is on the north side of the street. This canopy, as currently shown on West Clark Ave., is in conflict with proposed planting also shown in this setback space. Since the garage is set back from the build-to-line on this street a canopy this length may not make sense. Therefore a waiver of this standard will be required.

7. Show all proposed utilities on the civil drawings so they can be coordinated with the streetscape design and confirm that they don't interfere with planting locations . Please provide.

8. The streetscape irrigation system controllers and equipment is still shown in the parcel not owned by the Smith Center at West Clark Ave. and City Parkway. Although you provide a note that says if this parcel is developed in the future this equipment will have to be moved it does not commit the Smith Center to providing this relocation. Please clarify your note.

Sincerely,
The Symphony Park Design Review Committee
Steve van Gorp, Chairman

cc. Myron Martin, The Smith Center for the Performing Arts
Richard Johnston, HKS Architects

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SYMPHONY PARK℠

October 19, 2010
Matt Edwards,
The Projects Group
(by email)

Re: **Reynolds Discovery Children's Museum Parking Garage**
Design Development Submission,
Submitted and presented October 8, 2010

Dear Mr. Edwards,

The Symphony Park Design Review Committee (SP-DRC) received your submission and presentation of the Reynolds Discovery Children's Museum (Museum) Garage on Friday October 8 and gave you a number of initial comments that day. We will reiterate those comments here to document them. We have, in addition, looked at our submittal requirements more closely and want to pass on a few additional items that we did not necessarily discuss last Friday the 8th in person with your team. We understand and appreciate that you are in the process of refining the garage design to reflect our comments last week but these additional items need to be considered also.

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3. In the absence of actual required continuous and active retail/restaurant storefronts along the ground floor façade along Promenade Place, it is extremely important to clearly articulate what is being provided in substitution for the waiver request going forward. Please make the Promenade Place elevation display panels continuous across the elevation. Because this solution does not meet the requirements of the Design Standards for continuous retail frontage, the SP-DRC will not be able to approve this solution. It will have to go to City Council for consideration of a waiver.
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B. Additional items needed to complete a Design Development Submission:

1. A traffic access and circulation study that looks at access to parking is required. Please provide. See additional comments in point number 1 above. In addition, operations and queuing at ticket booths should be considered given the short distance from the public street.

2. In lieu of a parking study to document the required off street parking needs of the Museum and how the garage might be shared with the Smith Center, the Museum assumed parking demand of 250 spaces is accepted.

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3. The drainage letter provided refers to an updated and more detailed letter with the Design Development submittal but none is provided. Please provide.

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Sincerely,
The Symphony Park Design Review Committee
Steve van Gorp, Chairman

cc. Myron Martin, The Smith Center for the Performing Arts
Richard Johnston, HKS Architects

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November 1, 2010

MARTIN & MARTIN
Civil Engineers

Michael A. Ayer, AIA, NCARB
Associate
HKS, Inc
1919 McKinney Avenue
Dallas, TX 75201

RE: SP-DRC October 8 Comments Letter dated October 19, 2010
Reynold's Discovery Children's Museum Parking Garage
Martin & Martin Project No.: 2184 2300

Dear Mr. Ayers,

This letter is to address the review comments provided by Steven Van Gorp from the comment letter dated October 19, 2010.

Comment A.1 — Reorient the garage plan so that the entry/ exit moves to the West Clark Ave. frontage to reduce conflicts with patron elevator pedestrian traffic and pedestrians along Promenade Place. LV Public Works was consulted to make sure there would not be an automatic veto of this idea since it would put the entry/exit very close to the service exit for the Smith Center service yard. The required parking garage traffic access and circulation study should explore how to clarify the correct entry point for patrons and quantify any conflicts, including operational control of service traffic. It was reiterated that no final design of the service entrance gates have been approved by the SP-DRC and that use of this gate will further help diminish confusion of the parking entry point. This reorientation of the plan might put a sloping floor elevation on the Promenade so the garage team should explore how to make this elevation appear flat floor instead, with horizontal spandrel panels, consistent with the Symphony Park Design Standards (Design Standards) requirement of no sloping floors being expressed along public streets.

Response A.1 — **Per item B.1 below, a traffic access and circulation study is in progress.**

The proposed driveway locations are less than forty feet in separation so a non-standard radius for exit/entry driveway radii will be utilized and the area between driveways treated as a median and pulled back from the property line to ensure turning radiuses will work for all vehicles utilizing the site.

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MARTIN & MARTIN CIVIL ENGINEERS, 1909 SOUTH JONES BOULEVARD. LAS VEGAS, NEVADA 89146
(702) 248-8000 ■ FAX (702) 248-8070 ■ www.martinmartinlv.com

Comment B.1 A traffic access and circulation study that looks at access to parking is required. Please provide. See additional comments in point number 1 above. In addition, operations and queuing at ticket booths should be considered given the short distance from the public street.

Response B.1 **A traffic access, circulation study and ticket booth queuing analysis for the Parking Garage site is in progress and it is intended to be submitted prior to the November 5, 2010 SP-DRC committee meeting per conversations with Charles Kubat with recommendations.**

Martin & Martin will utilize the Kimley-Horn Union Park Master Traffic Study and Addendum #1 to be conservative. Mr. Kubat has confirmed an e-mail submittal of the analysis in PDF format may be acceptable for expediency and to provide enough time for review of the analysis prior to the November 5, 2010 DRC meeting.

Comment B.2 In lieu of a parking study to document the required off street parking needs of the Museum and how the garage might be shared with the Smith Center, the Museum assumed parking demand of 250 spaces is accepted.

Response B.2 **Noted, no parking study will be required and the assumed parking demand of 250 spaces is acceptable.**

Comment B.3 The drainage letter provided refers to an updated and more detailed letter with the Design Development submittal but none is provided. Please provide.

Response B.3 **A Drainage Study Update #4 for the Parking Garage was submitted on September 30, 2010 to the Department of Public Works Land Development Services. Comments were received on October 12, 2010 and incorporated into Drainage Study Update #4, Addendum #1 is to be re-submitted the week ending November 5, 2010. Copies of the previously submitted Update, Addendum 1 and grading and detail sheets are attached to show conformance with existing drainage as approved.**

Comment B.7 Show all proposed utilities on the civil drawings so they can be coordinated with the streetscape design and confirm that they don't interfere with planting locations . Please provide.

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MARTIN & MARTIN
Civil Engineers

Response B.7 **Please see attached preliminary C5.01 civil improvement plan sheet for Utilities located near the parking garage structure.**

If you have any questions or concerns, please feel free to contact me at tmiller@mmcivil.com or (702) 248-800 to discuss.

Sincerely,

Tom Miller

Tom Miller, P.E.
Principal
Martin & Martin Civil Engineers

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MARTIN & MARTIN
Civil Engineers

LIFESCAPES
INTERNATIONAL, INC.

Landscape Architects
& Designers of Themed Environments
4930 Campus Drive
Newport Beach, CA 92660
Phone 949 476-8888
Fax 949 476-8854

November 2, 2010
Symphony Park Design Review Committee

Re: **Reynolds Discovery Children's Museum Parking Garage**

Design Development Submission comments dated October 19, 2010

Responses to the landscape comments have been included below.

A. SP-DRC comments from October 8th meeting

4. West Clark

- The landscape area was reduced to bring the pedestrian paving and interaction closer to the building façade and adjusted to create a more urban solution.

- Additional Pistache trees have been added to provide additional shade as well as provide partial screening of the garage façade. The trees also provide shaded pedestrian/vendor gathering spaces.

- Italian Cypress will be used at column lines to provide a strong vertical accent and help soften the West Clark façade. When possible, the cypress have been planted in pairs to add more planting mass.

- Small flowering Indian Hawthorn trees have been placed between the cypress pairs to help fill the open parking bays and provide partial screening of the garage interior and cars.

- A trimmed hedge will serve as a buffer at the building foundation while still keeping in the urban spirit. This treatment will also help to discourage pedestrian traffic from passing through these areas.

Corner of West Clark/Promenade Place

- The paving area at the corner of West Clark/Promenade Place was wrapped around the corner architectural feature to provide clear views of any architectural graphics while also providing a plaza space for small gathering or future cart vendors.

- Cypress trees have been placed in raised planters to frame the columnar architectural element. The low 18" high planter walls also will allow for informal seating opportunities.

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Promenade Place

- The paving and landscape was adjusted to continue the Promenade Place design with date palms, Palo Verde and paving.

- Small evergreen canopy trees, low hedge and low groundcover was added to architectural planters to help buffer the interior views of the garage.

B. Additional items needed to complete a Design Development Submission

8. The irrigation note was adjusted to show responsibility for relocation of the equipment if necessary. This not will also be included in the final construction documents

Sincerely,

Lifescapes International Inc.
Mike Meyers, Principal/Project Director

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Green Building Services GBS

GBS Response to the *Renyolds Discovery Children's Museum Parking Garage - Design Development Submission*
Comments
Date: October 28, 2010

Comment:
4. A LEED expanded check list is required for the garage. The checklist submitted was for the Children's Museum, not the parking garage.

Response:
The garage cannot achieve LEED certification by itself because the LEED rating systems do not allow for structures, such as non-occupied parking garages, to be certified. As such, the design team has included the parking garage into the LEED project boundary as an accessory building.

The provided Discovery Children's Museum scorecard includes the anticipated design and construction LEED credits for both the museum and the garage. This combination, as the scorecard illustrates is anticipated to achieve 33 points under LEED for Core & Shell v2.0 for a target of Silver certification. 15 additional credits have been targeted as potential. All anticipated LEED credit requirements will be implemented on both the museum base building and the garage, from building system commissioning to the documentation of regionally extracted and manufactured materials and products. The scorecard on the following pages highlights, in red, the credits that will be applied to the parking garage.

Thank you,
Webly Bowles

Webly Bowles, *LEED® AP BD+C, O+M, Associate AIA*
Consultant

421 SW Sixth Avenue, Suite 200
Portland, OR 97204
www.GreenBuildingServices.com
Webly@greenbuildingsesrvices.com
503.546.4601 direct
503.467.4711 fax

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SDR-40146

Discovery Children's Museum

LEED CS v2.0 Scorecard

Green Building Services

Date: October 1, 2010

Most Likely	Possible	Not Probable				Responsible Party	Status	comments
					SUSTAINABLE SITES			
Y			SSp1	C	**Construction Activity Pollution Prevention**	WT	Open	SWPP Plan will be implemented during construction.
1			SSc1	D	**Site Selection**	GBS	Open	The project is located on a previously developed site and does not violate the six credit conditions.
1			SSc2	D	**Development Density & Community Connectivity**	GBS	Open	The site is within walking distance of 10 or more basic services.
1			SSc3	D	**Brownfield Redevelopment**	GBS	Open	Based the Vapor Mitigation Plan, the site should qualify as a brownfield.
1			SSc4.1	D	**Alternative Transportation**, Public Transportation Access	GBS	Open	The two bus stops are within the allowable distance.
1			SSc4.2	D	**Alternative Transportation**, Bicycle Storage & Changing Rooms	HKS / GBS	Open	Staff can access the Smith Center showers and changing rooms.
1			SSc4.3	D	**Alternative Transportation**, Low Emitting & Fuel Efficient Vehicles	GBS	Open	LEV parking will be provided in the gargae for both SCPA and DCM.
		1	SSc4.4	D	**Alternative Transportation**, Parking Capacity	GBS	Open	The quantity of parking provided exceeds the code minimum.
		1	SSc5.1	C	**Reduced Site Disturbance**, Protect or Restore Habitat	-	Closed	The site will not allow for enough vegetated space to achieve this credit.
		1	SSc5.2	D	**Reduced Site Disturbance**, Maximize Open Space	-	Closed	The site does not allow for the open space required.
		1	SSc6.1	D	**Stormwater Management**, Quantity Control	-	Closed	The site does not allow for the volume stormwater required to be managed on-site.
		1	SSc6.2	D	**Stormwater Management**, Quality Control	-	Closed	The site does not allow for stormwater quality to be managed on-site.
1			SSc7.1	C	**Heat Island Effect**, Non-roof	GBS	Open	The shade provided by the buildings on-site will assist in achieving this credit. And more than 50% parking is covered.
1			SSc7.2	D	**Heat Island Effect**, Roof	GBS	Open	A light colored roof has been specified and will be installed to meet the credit requirements.
		1	SSc8	D	**Light Pollution Reduction**	-	Closed	The internal building "glow" will make this credit difficult to achieve.
1			SSc9	D	**Tenant Design & Construction Guidelines**	GBS	Open	Develop a TI guide to assist the museum team in incorporating green building techniques and strategies.
9		6			Total Points for Sustainable Sites			
					WATER EFFICIENCY			
1			WEc1.1	D	**Water Efficient Landscaping**, 50% Reduction	LI	Open	Native plants will be incorporated to reduce potable water use for landscaping along with a drip irrigation system.
		1	WEc1.2	D	**Water Efficient Landscaping**, No Potable Water Use or No Irrigation	-	Closed	Irrigation will be installed on the project, so this credit is not likely.
		1	WEc2	D	**Innovative Wastewater Technologies**	-	Closed	No innovative wastewater technologies are implemented on the project.
1			WEc3.1	D	**Water Use Reduction,** 20% Reduction	GBS	Open	Low-flow and flush fixtures will be incorporated into the project.
1			WEc3.2	D	**Water Use Reduction,** 30% Reduction	GBS	Open	Low-flow and flush fixtures will be incorporated into the project.
3		2			Total Points for Water Efficiency			

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Discovery Children's Museum

LEED CS v2.0 Scorecard

Green Building Services GBS

Date: October 1, 2010

Most Likely	Possible	Not Probable				Responsible Party	Status	comments
					ENERGY & ATMOSPHERE			
Y			EAp1	C	**Fundamental Commissioning of Building Energy Systems**	GBS	Open	The building will undergo commissioning of the required systems.
Y			EAp2	D	**Minimum Energy Performance**	GBS	Open	Several energy efficiency measures will be incorporated.
Y			EAp3	D	**Fundamental Refrigerant Management**	MSA	Open	The mechanical equipment will not use CFC based refrigerants.
2	8		EAc1	D	**Optimize Energy Performance,**	GBS	Open	Several energy efficiency measures will be incorporated to achieve at least 2 points in the museum and the garage.
		3	EAc2	D	**On Site Renewable Energy, 1%**	-	Closed	On-site renewable energy is not currently incorporated in the plans.
1			EAc3	C	**Enhanced Commissioning**	GBC	Open	The building will undergo commissioning of the required systems.
	1		EAc4	D	**Enhanced Refrigerant Management**	MSA	Open	Refrigerants used will be low ozone depleting and low global warming potential.
1			EAc5.1	C	**Measurement & Verification-Base Building**	-	Open	A M&V plan must be developed and incorporated to achieve this credit.
1			EAc5.2	C	**Measurement & Verification-Tenant Sub-metering**	-	Open	Provide metering or sub metering for lighting, plug loads, and HVAC electrical consumption.
	1		EAc6	C	**Green Power**	LVPAC	Open	If 35% of the anticipated electric consumption is purchased, or off-set with renewable power, this credit will be achieved.
5	10	3			Total Points for Energy & Atmosphere			
					MATERIALS & RESOURCES			
Y			MRp1	D	**Storage & Collection of Recyclables**	GBS	Open	Recycling areas will be provided within the building along with a central building recycling location.
		1	MRc1.1	C	**Building Reuse,** Maintain 25% of Existing Walls, Floors and Roof	-	Closed	The building is 100% new construction so this credit is not achievable.
		1	MRc1.2	C	**Building Reuse,** Maintain 50% of Existing Walls, Floors and Roof	-	Closed	The building is 100% new construction so this credit is not achievable.
		1	MRc1.3	C	**Building Reuse,** Maintain 75% of Existing Walls, Floors & Roof	-	Closed	The building is 100% new construction so this credit is not achievable.
1			MRc2.1	C	**Construction Waste Management**, Divert 50%	WT	Open	CWM is in the specs and construction waste will be recycled during const.
1			MRc2.2	C	**Construction Waste Management**, Divert 75%	WT	Open	CWM is in the specs and construction waste will be recycled during const.
		2	MRc3	C	**Materials Reuse**, Specify 1%	-	Closed	Materials will not be reused.
1			MRc4.1	C	**Recycled Content**, Specify 10%	WT	Open	Materials have been selected to include recycled content.
1			MRc4.2	C	**Recycled Content**, Specify 20%	WT	Open	Materials have been selected to include recycled content.
1			MRc5.1	C	**Regional Materials**, 10% Extracted, Processed & Manufactured Regionally	WT	Open	Local materials will be purchased when possible.
	1		MRc5.2	C	**Regional Materials**, 20% Extracted, Processed & Manufactured Regionally	WT	Open	Local materials will be purchased when possible.
	1		MRc6	C	**Certified Wood**	WT	Open	FSC certified wood will be selected where possible.
5	2	5			Total Points for Materials & Resources			

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Discovery Children's Museum

LEED CS v2.0 Scorecard

Green Building Services GBS

Date: October 1, 2010

Most Likely	Possible	Not Probable				Responsible Party	Status	comments
					INDOOR ENVIRONMENTAL QUALITY			
Y			EQp1	D	**Minimum IAQ Performance**	MSA	Open	The HVAC system will supply the required outside air.
Y			EQp2	D	**Environmental Tobacco Smoke (ETS) Control**	HKS	Open	The building will be a no-smoking building.
	1		EQc1	D	**Outside Air Delivery Monitoring**	MSA	Open	CO2 monitors have not been incorporated into the project plans. Place CO2 monitors in densely occupied spaces within the breathing zone.
	1		EQc2	D	**Increased Ventilation**	MSA	Open	The HVAC system will supply 30% more than the required outside air.
1			EQc3	C	**Construction IAQ Management Plan**, During Construction	WT	Open	WT will implement an IAQ Plan during construction.
3			EQc4	C	**Low-Emitting Materials**			
Y			EQc4.1	C	**Low-Emitting Materials**, Adhesives and Sealants	WT	Open	Low-emitting materials have been selected and will be installed according to the credit requirements.
Y			EQc4.2	C	**Low-Emitting Materials**, Paints and Coatings	WT	Open	Low-emitting materials have been selected and will be installed according to the credit requirements.
Y			EQc4.3	C	**Low-Emitting Materials**, Carpet	WT	Open	Low-emitting materials have been selected and will be installed according to the credit requirements.
Y			EQc4.4	C	**Low-Emitting Materials**, Composite Wood & Agrifiber Products	WT	Open	Low-emitting materials have been selected and will be installed according to the credit requirements.
	1		EQc5	D	**Indoor Chemical & Pollutant Source Control**	MSA	Open	Entrance walk-off mats, separately exhausted chemical use rooms, and MERV 13 filters will be installed to meet the credit requirements, however, these have not been identified within the drawings.
		1	EQc6	D	**Controllability of Systems, Thermal Comfort**	-	Closed	HVAC system controls will not be provided for the majority of building occupants so this credit is not achievable.
1			EQc7	D	**Thermal Comfort**, Design	LVPAC / GBS	Open	The HVAC system will be design to address the ASHRAE standard for thermal comfort.
		1	EQc8.1	D	**Daylight and Views**, Daylight 75% of Spaces	-	Closed	The design will not provide for the required daylight and views.
		1	EQc8.2	D	**Daylight and Views**, View for 90% of Spaces	-	Closed	The design will not provide for the required daylight and views.
5	3	3			Total Points for Indoor Environmental Quality			
					INNOVATION & DESIGN			
1			IDc1.1	D	**Green Education**	LVPAC/HKS/GBS	Open	A green building education display will assist in achieving this credit.
1			IDc1.2	D	**Green Housekeeping**	LVPAC / GBS	Open	A green housekeeping plan will be implemented.
1			IDc1.3	D	**Integrated Pest Management**	LVPAC / GBS	Open	A integrated pest management plan will be implemented.
1			IDc1.4	D	**Exemplary Perfomance - WEc3**	GBS	Open	40% water savings over the baseline.
1			IDc2	D	**LEED® Accredited Professional**	GBS	Open	Several LEED Aps on the project will assist in achieving this credit.
5					Total Points for Innovation & Design			
32	15	19			**Total Points Attempting**			
	15				Total Points Possible			
					Certified: 23-27, Silver: 28-33, Gold: 34-44, Platinum: 45-61			

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HKS

ARCHITECTS
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November 19, 2010

Mr. Steve Van Gorp
City of Las Vegas Planning Development
731 South 4th Street
Las Vegas, NV 89109

Re: **Parking Garage**
~~HKS Project No. 12867.001~~
Planning & Development Justification Letter

Dear Mr. Van Gorp:

The Parking Garage will be built as part of the previously submitted DISCOVERY Children's Museum. It will be located downtown - the geographic center of the Las Vegas valley - as part of the 4.75 acres set aside by the city within the 61-acre parcel of undeveloped land formerly owned by the Union Pacific Railroad called Symphony Park. It is located to the Southeast of the "Spaghetti Bowl", North of Bonneville Avenue across Grand Central Parkway from the World Market Center. Situated at the center of the 61-acre development and part of The Smith Center site, the Parking Garage will contain 337 parking spaces, of which seven (7) will be accessible with four (4) being van accessible. This total number of parking spaces will adequately serve the DISCOVERY Children's Museum's need of 250 parking spaces while the remaining spaces may be used as needed by The Smith Center.

The Parking Garage will be a pay-to-park facility. Visitors to the DISCOVERY Children's Museum and/or The Smith Center can get their parking passes "checked" at the door while others will be required to pay the parking fee. The garage will be available for parking 24 hours a day / 7 days a week.

Additionally, the Design Team has been informed that the SPDRC is compiling a response letter to the November 2, 2010 resubmittal of the Design Development Submission. In this letter, which should be received in the coming days, the SPDRC will outline which waivers the Design Team will be requesting from the City of Las Vegas.

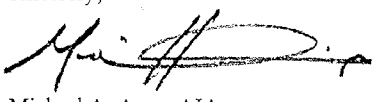
The Parking Garage is being commissioned in tandem with the DISCOVERY Children's Museum since it cannot achieve LEED certification by itself as the LEED ratings system does not provide for structures, such as a non-occupied parking garage, to be certified. The museum however will meet LEED certification by itself regardless if the garage is not approved. The two are anticipated to achieve a combined total of 33 points under LEED v2.0 for a target of Silver certification. Fifteen additional credits have been targeted as potential. All expected LEED credit requirements will be utilized on both the museum base building and the garage, from the buildings system commissioning to the documentation of regionally extracted and manufactured materials and products. Please see the attached LEED scorecard and credit notes for further clarification.

The Parking Garage Design Team and the Las Vegas Performing Arts Foundation submit the following attached written responses to comments from the SPDRC regarding the Parking Garage Design Development Submittal that was received on October 20, 2010. The responses are supplemented by the attachments to this letter regarding Landscape Architecture, Civil, LEED, and Architectural responses.

HKS ARCHITECTS, INC. 1919 McKINNEY AVENUE DALLAS, TX 75201-1753 214.969.5599 FAX 214.969.3397

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Sincerely,



Michael A. Ayer, AIA
Associate

Cc: Myron Martin
Paul Beard
Vicki Dickerson
Richard Johnston
David Bratcher
Jorge Cervantes
Flinn Fagg
Rita Brandin
Cheryl Sanchez

SDR-40146
REVISED

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 5, 2011

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 5, 2011

SUBJECT:
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 5, 2011

SUBJECT:
COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION