



STATE OF WASHINGTON  
DEPARTMENT OF LABOR AND INDUSTRIES  
Field Services & Public Safety  
*Factory Assembled Structures*  
PO Box 44430 Olympia, Washington 98504-4430

This informational packet contains the rules and regulations for manufacturing Recreational Park Trailers and Park Model Recreational Vehicles to be sold or leased in the State of Washington.

We have a "State plan" approval program for park trailers.

In order to manufacture or build park trailers for sale or lease in Washington:

1. You must have a bond and be registered with the Department of Licensing, Vehicle Service Section. They can be contacted at (360) 664-6466 or <http://www.dol.wa.gov/business/vehiclevesselmanufacturer/>
2. You must have a contract signed by an officer of your company.  
(Copy enclosed)
3. Submit your model plans and your quality control manual along with a completed plan approval request form and new plan fee for each. Please include two copies of each plan, see RVIA UPA-1 for requirements: (See WAC 296-150P-3000 for fees)
4. The State of Washington has adopted the current edition of ANSI A119.5 Standard for Park Model Recreational Vehicles- and the current edition of NFPA 70, National Electrical Code Section 552 Park Trailers.
5. Prior to issuing insignias the department must make a plant inspection and certify that the plant is building to your approved Q.C. Manual and approved plans.
6. You may order insignias at any time but we will not issue them until the plant is certified.
7. If you wish to have your plans and insignias returned to you by FedEx, please provide a FedEx account number or fill out the air bill for each application. If you are using FedEx, please use the physical address in Tumwater. Otherwise use our P.O. Box

Our physical address is:

Department of Labor and Industries  
Factory Assembled Structures  
7273 Linderson Way SW  
Tumwater, WA 98501-4430

Our mailing address is:

Department of Labor and Industries  
Factory Assembled Structures  
P.O. Box 44430  
Olympia, WA 98504-4430

If you have any questions please contact the FAS plan supervisor at (360) 902-5218 or email [fas1@lni.wa.gov](mailto:fas1@lni.wa.gov)

Sincerely,

Craig Sedlacek, Plan Review Supervisor  
Factory Assembled Structures

Enclosures:

Contract  
Manufacturers List  
Dealer's List  
Plan Approval Request Forms  
State Plan Quality Control Manual Index  
Application for State Plan Insignia's  
WAC-296-150P



STATE OF WASHINGTON  
DEPARTMENT OF LABOR AND INDUSTRIES  
Field Services & Public Safety  
*Factory Assembled Structures*  
PO Box 44430 Olympia, Washington 98504-4430

To: Manufacturers of Recreational Park Trailers and Park Model RV's  
Subject: State Plan (Self-Inspection) of Park Trailers

Dear Park Trailer Manufacturer:

The Washington State Department of Labor and Industries, Field Services and Public Safety Division, appreciates your participation in our Park Trailer Manufacturer State Plan (Self-Inspection) Program.

This program has been successful in ensuring that Park Model RV's and Recreational Park Trailers which are sold or leased for use in Washington State are in compliance with state laws and requirements. The department's approval of each manufacturer's quality assurance manual, coupled with audits of the manufacturer's Quality Control process, meets the requirements in Chapter 296-150P of the Washington Administrative Code (WAC), allowing for a State Plan (self-inspection) process in lieu of an actual inspection of each PMRV or RPT unit by the department.

Please return the signed contract to the Department of Labor and Industries, Factory Assembled Structures P. O. Box 44430, Olympia, WA 98504-4430

Sincerely,

Craig Sedlacek, Plan Review Supervisor  
Factory Assembled Structures

**CONTRACT FOR STATE PLAN (SELF-INSPECTIONS)  
RECREATIONAL PARK TRAILER MANUFACTURERS  
BETWEEN  
STATE OF WASHINGTON  
DEPARTMENT OF LABOR & INDUSTRIES  
AND**

\_\_\_\_\_  
*(Manufacturer's Name)*

This Contract is made and entered into by and between the Washington State Department of Labor & Industries (hereinafter called "L&I" or the "department"), and

\_\_\_\_\_  
*(Manufacturer's Name)*

Telephone: \_\_\_\_\_

\_\_\_\_\_  
*(Manufacturer's Address)*

Facsimile: \_\_\_\_\_

\_\_\_\_\_  
*(Manufacturer's Address)*

E-mail: \_\_\_\_\_

(hereinafter called "Manufacturer").

**PURPOSE**

The Manufacturer desires to be authorized by L&I to self-inspect the units it manufactures for sale within Washington State pursuant to WAC 296-150P-0010, rather than incur the increased delay and expense of obtaining state inspections of each individual unit. L&I desires to enforce its regulations regarding recreational park trailers in an efficient and expeditious manner, for the protection of the consuming public, without unduly impeding the business of the Manufacturer. Therefore, the parties agree it is in their mutual benefit to formally undertake a State Plan (self inspection) program.

In consideration of the terms and conditions contained herein, the parties agree as follows:

**MANUFACTURER RESPONSIBILITIES**

The Manufacturer Shall:

1. Comply with all current and future Washington Administrative Code provisions applicable to recreational park trailers, provide to L&I any and all current quality control manuals to include any amendments thereto as they occur- pursuant to WAC 296-150P-0400. These manuals must contain specific management procedures by which the undersigned Recreational Park Trailer manufacturer's manager will assure that inspections will be carried out.
2. Provide to the department, for its approval prior to delivery in the State of Washington, design plans for each and every model of Recreational Park Trailers intended for sale in the State of Washington. These plans shall be of sufficient detail to assure compliance with all applicable codes or standards.
3. Affix the certification insignia provided by the Department to each of its units prior to the unit leaving the manufacturing facility and entering the State of Washington. By affixing said insignia, the undersigned Recreational Park Trailer Manufacturer certifies to the Department, the dealer, and the ultimate buyer that inspections and tests were conducted by the Manufacturer in compliance with its Quality Control Manual and that the particular unit is in compliance with all applicable codes and standards.
4. Provide to the Department a list of all dealers selling the Manufacturer's Recreational Park Trailer products in the State of Washington.
5. Allow periodic unannounced audits by the Department to the Manufacturer's facility or at dealer's lots pursuant to WAC 296-150P-0700(1). This audit is to ensure that the Manufacturer is complying with provisions of their quality control manual, the WAC rules, and this contract and any applicable standards adopted by regulation.

6. Pay for the cost of insignias and audits should they occur at the manufacturing facility as well as expenses and fees for any re-inspections that occur as result of non-compliance being found in the Manufacturer's units at the dealer lots.

L&I RESPONSIBILITIES:

L&I shall:

1. Inspect the manufacturing facilities for which quality assurance manuals and plans have been accepted by the department prior to granting approval for the State Plan (self-inspection) process contemplated herein in order to audit the quality control program and production process. All expenses for this initial audit shall be paid by the Manufacturer.
2. At its discretion, conduct un-announced, periodic audits of the Manufacturer's facility. All expenses for L&I audits shall be paid by the Manufacturer.
3. Subject to this agreement's conditions, allow for a complete self-inspection by the Manufacturer including all tests referenced in the Manufacturer's Quality Control Manual to ensure compliance with said Quality Control Manual and all applicable codes and standards.
4. For a fee paid by the Manufacturer per insignia, allow the Manufacturer to order bulk certification insignias to be affixed to each unit inspected by the Manufacturer under this contract, provided that, a list of previously purchased and used insignias is submitted on the form approved by the department with the application for additional insignias. Each insignia application must be accompanied by a letter listing all approved plan numbers and a statement declaring these insignia's will be attached to units built to these plan approval numbers.

PERIOD OF PERFORMANCE

Regardless of the date of signature and subject to its other provisions, this Contract shall begin performance on the date this Contract is executed by both parties.

ALL WRITINGS CONTAINED HEREIN

This Contract consists of two pages and Attachment A, General Terms & Conditions.

This Contract, which includes all these Terms and conditions, and all attachments and amendments thereto, constitute the entire agreement between the Manufacturer and L&I and no other statements or representations, written or oral, shall be deemed a part thereof. The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

The individual signing and accepting this Contract on behalf of the Manufacturer shall be designated as the officer, partner, or owner who is ultimately responsible for the inspection process and insignia control. By signing below and accepting the terms hereunder, the undersigned Manufacturer declares that the terms of the agreement have been completely read, are fully understood, and are accepted, after complete consideration of respective legal rights.

*IN WITNESS WHEREOF*, the parties have executed this Agreement.

\_\_\_\_\_  
(Manufacturer's Name)

State of Washington  
Department of Labor & Industries

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name) (Date)  
(Title)

\_\_\_\_\_  
(Print Name)

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
(Title)

APPROVAL ON FILE MAY 11, 2000  
Penny Allen  
Assistant Attorney General

## ATTACHMENT A GENERAL TERMS AND CONDITIONS

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### DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

- A. "Manufacturer" shall mean that agency, firm, provider, organization, individual or other entity performing manufacturing units for sale within the State of Washington, and requesting the right to self inspect units under the terms of this Contract.
- B. "Subcontractor" shall mean one not in the employment of the Manufacturer, who is performing all or part of those services under this Contract under a separate Contract with the Manufacturer. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.

### BILLING PROCEDURES

The Manufacturer shall pay L&I within 30 calendar days of receipt of invoice for insignias and/or inspections. Each payment will clearly reference the Manufacturer's name.

Taxes. All payments accrued on account of sales taxes, payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Manufacturer or its staff shall be the sole responsibility of the Manufacturer.

### INDEPENDENT CAPACITY OF THE MANUFACTURER

The parties intend that an independent contractor relationship will be created by this Manufacturer. The Manufacturer and his or her employees or agents performing under this Contract are not employees or agents of L&I. The Manufacturer will not hold himself/herself out as nor claim to be an officer or employee of L&I or of the state of Washington by reason hereof, nor will the Manufacturer make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Manufacturer.

### REGISTRATION WITH DEPARTMENT OF REVENUE

The Manufacturer shall complete registration with the Department of Revenue, General Administration Building, Olympia, Washington, 98504, and shall be responsible for payment of all taxes due on payments made under this Contract.

### LICENSING AND ACCREDITATION STANDARDS

The Manufacturer shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary in the performance of this Contract.

### ASSURANCES

L&I and the Manufacturer agree that all activity pursuant to this Contract will be in accordance with all the applicable current or future federal, state and local laws, rules, and regulations.

### INDUSTRIAL INSURANCE COVERAGE

The Manufacturer shall comply with Title 51 RCW prior to performing work under this Contract, and maintain full compliance with Title 51 RCW during the course of this Contract. If the Manufacturer fails to provide industrial insurance coverage or fails to pay premiums on behalf of its employees, as may be required under Title 51 RCW, L&I may deduct the amount of premiums and any penalties owing from the amounts payable to the Manufacturer under this Contract and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Manufacturer amounts paid by L&I.

### NONDISCRIMINATION & CIVIL RIGHTS

During the performance of this Contract, the Manufacturer shall comply with all federal and state nondiscrimination laws, regulations, and policies. In the event of the Manufacturer's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this Contract may be rescinded, canceled, or terminated in whole or in part, and the Manufacturer may be declared ineligible for further Contracts with L&I. The Manufacturer shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

### COVENANT AGAINST CONTINGENT FEES

The Manufacturer warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Manufacturer for the purpose of securing business. L&I shall have the right, in the event of breach of this clause by the Manufacturer, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Manufacturer terminate this Contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Manufacturer in the procurement of, or performance under, this Contract. In the event this Contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Manufacturer as it could pursue in the event of a breach of the Contract by the Manufacturer. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

### OSHA AND WISHA COMPLIANCE

The Manufacturer shall comply with the provisions of Title 49.17 RCW, Washington Industrial Safety and Health Act. Manufacturer also represents and warrants that any of its products, when shipped, are designed and manufactured to meet then current federal and state safety and health regulations. Manufacturer further agrees to indemnify and hold harmless L&I from all damages assessed against L&I as a result of the failure of the items furnished under this Contract to so comply.

### SITE SECURITY COMPLIANCE

Manufacturer, its agents, employees and Subcontractors shall conform in all respects with physical, fire or other security policies or regulations while on L&I premises. Failure to comply with safety regulations may be grounds for revoking or suspending security access to these facilities. L&I reserves the right and authority to immediately revoke security access to Manufacturer staff for any real or threatened breach of this provision. Upon reassignment or termination of any Manufacturer staff, Manufacturer agrees to promptly notify L&I.

### RIGHTS IN DATA

L&I shall be the copyright owner for all purposes under Title 17 U.S.C., of all data which originates from this Contract. In the event that L&I is not considered the copyright owner, the Manufacturer hereby irrevocably assigns all right, title, and interest in all data, including all intellectual property rights, to L&I effective from the moment of creation of such data. Data means all items in any format, and includes, *but is not limited to* all information that supports the findings, conclusions, and recommendations of the Manufacturer's reports, data extracts, medical case management reports or claimant file information provided by L&I, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, videos, tapes, and/or sound reproductions. Ownership includes but is not limited to the right to use, copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Contract, but which does not originate from the Contract, shall be transferred to L&I with a non-exclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Manufacturer has a right to grant such a license. The Manufacturer shall exert all reasonable effort to advise L&I, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. L&I shall receive prompt written notice of each notice or claim of copyright infringement received by the Manufacturer with respect to any data delivered under this Contract. L&I shall have the right to modify or remove any restrictive markings placed upon the data by the Manufacturer.

### TREATMENT OF ASSETS

1. Title to all property furnished by L&I shall remain in the Department. Title to all property purchased by the Manufacturer, for which the Manufacturer is entitled to be reimbursed as a direct item of cost under

this Contract, shall pass to and vest in L&I upon delivery of such property by the Manufacturer. Title to other property, the cost of which is reimbursable to the Manufacturer under this Contract, shall pass to and vest in L&I upon

- 1.1 issuance for use of such property in the performance of this Contract, or
  - 1.2 commencement of use of such property in the performance of this Contract, or
  - 1.3 reimbursement of the cost thereof by L&I in whole or in part, whichever first occurs.
2. Any property of L&I furnished to the Manufacturer shall, unless otherwise provided herein or approved by L&I, be used only for the performance of this Contract.
  3. The Manufacturer shall be responsible for any loss or damage to property of L&I which results from the negligence of the Manufacturer or which results from the failure on the part of the Manufacturer to maintain and administer the property in accordance with sound management practices.
  4. If any Department property is lost, destroyed or damaged, the Manufacturer shall immediately notify L&I and shall take all reasonable steps to protect the property from further damage.
  5. The Manufacturer shall surrender to L&I all property of L&I prior to settlement upon completion, termination or cancellation of this Contract.
  6. All reference to the Manufacturer under this clause shall also include any of the Manufacturer's employees, agents or Subcontractors.

### RECORDS, DOCUMENTS, AND REPORTS

The Manufacturer shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Manufacturer shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by L&I, personnel duly authorized by L&I, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The Manufacturer shall be responsible for any audit exceptions or disallowed costs incurred by the Manufacturer or any of its Subcontractors.

### ACCESS TO DATA

In compliance with chapter 39.29 RCW, the Manufacturer shall provide access to data generated under this Contract to L&I, the joint legislative audit and review committee, and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Manufacturer's reports, including computer models and methodology for those models.

### RIGHTS OF INSPECTION

The Manufacturer shall provide right of access to its facilities to L&I, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

### PUBLICITY

The Manufacturer agrees to submit to L&I all advertising and publicity matters relating to this Contract wherein L&I's name is mentioned or language is used from which the connection of L&I's name may, in L&I's judgment, be inferred or implied. The Manufacturer agrees not to publish or use such advertising and publicity matters without the prior written consent of L&I.

### CONFIDENTIALITY

The Manufacturer shall not use or disclose any information concerning L&I, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract except (1) with the prior written consent of L&I, or (2) as may be required by law. The Manufacturer shall maintain as confidential all information concerning the Manufacturer's study findings and recommendations, as well as the business of L&I, its financial affairs, relations with its clientele and its employees, and any other information which may be specifically classified as confidential by L&I in writing to the Manufacturer. The Manufacturer shall have an appropriate Contract with its employees to this effect. To the extent consistent with RCW 42.17.310 ("The Public Disclosure Act"), L&I shall maintain the confidentiality of all information marked confidential or proprietary.

## INSURANCE

The Manufacturer shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from acts or omissions of the Manufacturer or Subcontractor, or agents of either, while performing under the terms of this Contract. Additionally, the Manufacturer is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The Manufacturer shall provide insurance coverage which *the Manufacturer shall maintain in full force and effect during the term of this Contract* as follows:

1. Commercial General Liability Insurance Policy: Provide and maintain a Commercial General Liability (CGL) Insurance Policy, and, if necessary, commercial umbrella insurance in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per each occurrence. CHL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability).
2. The insurance required above shall be issued by an insurance company/ies authorized to do business within the state of Washington, and *except for Professional Liability Errors and Omissions Insurance* shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. The Manufacturer shall instruct the insurers to give L&I 30 days advance notice of any insurance cancellation.
3. Submit to L&I prior to the Contract's effective date a certificate of insurance which outlines at the least the coverage and limits defined in this section, *Insurance*, and in the attached *General Terms and Conditions*, Attachment A. Manufacturer shall submit renewal certificates on a yearly basis during the term of the Contract.

## INDEMNIFICATION

General Information. L&I shall indemnify and hold harmless the Manufacturer, or any of the Manufacturer's agents, from all claims, costs, damages, or expenses arising out of the negligence of the L&I, except as provided herein. Likewise, Manufacturer shall indemnify and hold harmless L&I from all claims, costs, damages, or expenses arising out of the actions of Manufacturer, its agents, employees, or Subcontractors. In the case of negligence of both the Manufacturer and L&I, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

- The Manufacturer shall provide insurance coverage in adequate quantity to protect against legal liability arising out of Contract activity and as set out in the *Insurance* clause. Additionally, the Manufacturer is responsible for ensuring that any Subcontractors provide insurance coverage for the activities arising out of subcontracts.

## DISPUTES

The parties agree that time is of the essence in resolving disputes.

During the dispute resolution period the parties agree that:

- If the subject of the dispute is the payment due the Manufacturer, the Manufacturer will continue performance and L&I will pay the amount which it in good faith believes to be due and payable.
- If the subject of the dispute is not the payment due, the Manufacturer will continue performance of work under the Contract which is not effected by the dispute.

## Dispute Steps

1. Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with L&I's Contracts Office. The request for a dispute hearing must:
  - be in writing;
  - state the disputed issues;
  - state the relative positions of the parties;
  - state the Manufacturer's name, address, and L&I Contract number; and

- be mailed to the Contracts Office and the other party's Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requestor's statement to both the Contracts Office and the requestor within 5 working days.
  3. The Contracts Office shall review the written statements and reply in writing to both parties within 10 working days. The Contracts Office may extend this period if necessary by notifying the parties.
  4. The decision shall be admissible in any succeeding judicial or quasi-judicial proceeding.
  5. The parties agree that this dispute process shall precede any action in a quasi-judicial tribunal.
  6. The decision of L&I's Contracts Office shall be final and conclusive unless, within 5 working days from the date L&I mailed the decision, either party requests in writing a dispute resolution board (DRB). This request may be made by fax to the Contracts Office.
  7. If a dispute resolution board is timely requested, each party shall designate a representative within 5 working days. The representatives shall mutually select a third member (or an additional member for disputes involving more than 2 parties).
  8. The dispute resolution board shall evaluate the facts, Contract terms and applicable statutes and rules and make a determination by majority vote. The decision is binding on all parties.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

#### TERMINATION FOR DEFAULT

If either party violates any material term or condition of this Contract, the other (aggrieved) party may give the violating party written notice of the violation. The violating party will correct the violation within 30 days or as otherwise mutually agreed. If the violation is not corrected, the aggrieved party may, at its sole discretion, immediately terminate this Contract by written notice to the violating party. Upon termination, the violating party shall be liable for damages as authorized by law.

If L&I is the aggrieved party, damages shall include, but not be limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. L&I shall have the right to deduct damages from payments due to the Manufacturer.

The termination shall be deemed to be a "Termination for Convenience" if it is determined that the violating party:

- was not in default; or
- failure to perform was outside of his or her control, fault or negligence.

This clause shall not apply to any failure to perform which is the result of the aggrieved party's willful or negligent acts or omissions.

#### TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, L&I may, by ten (10) days written notice, beginning on the second day after mailing, terminate this Contract, in whole or in part.

#### TERMINATION PROCEDURE

Upon termination of this Contract L&I, in addition to any other rights provided in this Contract, may require the Manufacturer to deliver to L&I any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

L&I shall pay to the Manufacturer the agreed upon price, if separately stated, for completed work and service(s) accepted by L&I, and the amount agreed upon by the Manufacturer and L&I for:

1. Completed work and service(s) for which no separate price is stated;
2. Partially complete work and service(s);
3. Other property or services which are accepted by L&I; and
4. The protection and preservation of property, unless the termination is for default, in which case the Director or his or her delegate by writing shall determine the extent of the liability of L&I.

Failure to agree with such determination shall be a dispute within the meaning of the *Disputes* clause of this Contract. L&I may withhold from any amounts due the Manufacturer such sum as the Director or his or her delegate by writing determines to be necessary to protect L&I against potential loss or liability.

The rights and remedies of L&I provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by L&I's Contract Manager, the Manufacturer shall:

1. Stop work under the Contract on the date, and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. Assign to L&I, in the manner, at the times, and to the extent directed by L&I's Contract Manager all of the rights, titles, and interest of the Manufacturer under the orders and subcontracts so terminated, in which case L&I has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of L&I's Contract Manager to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to L&I and deliver in the manner, at the times, and to the extent directed by L&I's Contract Manager, any property which, if the Contract had been completed, would have been required to be furnished to L&I;
6. Complete performance of such part of the work as shall not have been terminated by L&I's Contract Manager; and
7. Take such action as may be necessary, or as L&I's Contract Manager may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Manufacturer and in which L&I has or may acquire an interest.
8. The Manufacturer shall pay within (30) thirty calendar days of notice the damages due L&I as the result of termination.

#### FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, L&I may terminate this Contract without advance notice, subject to renegotiation under the new funding limitations and conditions.

#### GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### ORDER OF PRECEDENCE AND SECTION HEADINGS

The items listed below are incorporated by reference herein. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations;
2. Special Terms and Conditions as contained in the basic Contract;
3. General Terms and Conditions, *Attachment A*;
4. Statement of Work, *Attachment B*, and the Budget, *Attachment C*; and
5. Any other provisions of the Contract incorporated by reference or otherwise.

The headings used herein are inserted for convenience only and shall not control or effect the meaning of the construction of any of the sections.

#### SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

#### LIMITATION OF SIGNATURE AUTHORITY

Except as provided herein, only the Director or his or her delegate by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Director or his or her delegate.

MEMO OF UNDERSTANDING (Memo)

Any communications that address more than day-to-day concerns and clarify sections or address details of this Contract, but do not modify the terms of this Contract, shall be documented and signed by the Contract managers through a written, numbered *Memo of Understanding*.

CHANGES TO CONTRACT

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by L&I's Director or his or her delegate in writing.

ASSIGNABILITY

The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld. Unless otherwise agreed in writing, such assignment shall not relieve either party from its duties or obligations under this Contract.

SUBCONTRACTS

Neither the Manufacturer nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from L&I. In no event shall the existence of the subcontract operate to release or reduce the liability of the Manufacturer to L&I for any breach in the performance of the Manufacturer's duties. This clause does not include contracts of employment between the Manufacturer and personnel assigned to work under the Contract.

PREVIOUS CONTRACTS

This Contract supersedes any other previous agreements, known or unknown, made between L&I and the Manufacturer for this service.



STATE OF WASHINGTON  
DEPARTMENT OF LABOR AND INDUSTRIES  
Field Services & Public Safety  
*Factory Assembled Structures*  
PO Box 44430 Olympia, Washington 98504-4430

MEMORANDUM

TO: Recreational Park Trailer and Park Model RV Manufacturer's

FROM: Craig Sedlacek, Plan Review Supervisor

SUBJECT: Manufacturing location

You need notify the department in writing of each manufacturing location. A manufacturer of park trailers must keep a copy of the approved design plan(s) and the approved quality control manual at each manufacturing location.

Please fill out the attached form, one sheet (form) per manufacturing location. A plant layout for each facility must be included in your approved QC manual.

Craig Sedlacek, Plan Review Supervisor  
Dept. of Labor & Industries  
P O Box 44430  
Olympia, WA 98504-4430

If you have any questions, please feel free to contact the FAS plan supervisor at (360) 902-5218 or fax (360) 902-5229 or email at [fas1@lni.wa.gov](mailto:fas1@lni.wa.gov)

# Manufacturing Locations

Corporate

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Web Address: \_\_\_\_\_

Contact for Plan Review: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact for Plant Audit: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

*Note: If corporate is a production facility. List the name(s) of the production lines in this plant.  
Also please return a Plant Layout for manufacturing facility*

Production Line Name: \_\_\_\_\_

Production Line Name: \_\_\_\_\_

Production Line Name: \_\_\_\_\_

Plant 1

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Web Address: \_\_\_\_\_

Contact for Plan Review: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact for Plant Audit: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

List the name(s) of the production lines in this plant.

Also please return a Plant Layout for manufacturing facility

Production Line Name: \_\_\_\_\_

Production Line Name: \_\_\_\_\_

Production Line Name: \_\_\_\_\_

If you have additional plants, please copy this form



STATE OF WASHINGTON  
DEPARTMENT OF LABOR AND INDUSTRIES  
Field Services & Public Safety  
*Factory Assembled Structures*  
PO Box 44430 Olympia, Washington 98504-4430

MEMORANDUM

TO: Recreational Park Trailer and Park Model Recreational Vehicle Manufacturers

FROM: Craig Sedlacek, Plan Review Supervisor

SUBJECT: State of Washington Dealers List

Please use the attached form for submitting your Washington dealer's list as required per the Washington Administrative Code. Updated information must be submitted as it changes.

Please fill out the attached form. And return to the address below, or you may email it.

Craig Sedlacek, Plan Review Supervisor  
Dept. of Labor & Industries  
P O Box 44430  
Olympia, WA 98504-4430

If you have any questions, please feel free to contact me at (360) 902-5218, FAX (360) 902-5229 or email [fas1@lni.wa.gov](mailto:fas1@lni.wa.gov)

**Washington Dealers List for Park Trailers**

RPT Dealer

Manufacturer

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: (\_\_\_\_\_) \_\_\_\_\_ Fax No: \_\_\_\_\_

Dealer

#1

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Dealer

#2

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Dealer

#3

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

**If you have additional plants, please copy this form**

RPT Dealer

## PROCEDURE

In order to process your plans or quality control manual expeditiously, please submit a completed plan approval request form and the plan review fee, along with the model design plans that include the following. The quality control manual submittal should also include a completed index check list.

1. A minimum of two sets of plans and specifications for each model.
2. Drawings shall include details pertaining to the fire safety, electrical, plumbing, gas, heating, and air conditioning systems.
3. Floor plan shall include model number, battery compartment location, LP gas container(s) location, furnace location, smoke detector, CO detector location, LP detector location, and size of emergency egress, location and size of fire extinguisher, location of labels (vehicle ID, Washington state insignia), fuel fill spout, generator compartment, and exhaust pertaining to operable side of window, length and width of coach, length and width of bay window and slide outs.
4. A line drawing of the plumbing water lines, drain lines, vent fittings indicating the size of the piping lines, liquid and body waste locations, and potable water tanks.
5. A line drawing of the gas lines indicating the size of the piping and lengths, appliance BTU ratings, type of gas pipe or tubing material.
6. Electrical drawing shall include panel schedule 115V and 12v systems, panel schedule showing circuit details, breaker and wire sizes for all systems, panel location, load calculation, power supply cord size length and location, and generator location. Indicate transfer method from alternate source, GFI receptacles, switches, receptacles, bonding and air conditioning.
7. Structural design per Chapter 5 of ANSI A119.5

Once approved, the manufacturer may build as many structures as desired under that plan approval number, no additional plan review fee required. However, if any deviations from that approved plan occur, details of that change shall be submitted to the department along with an addendum fee. Should the deviations from the original design be extensively changed, a new submittal shall be required and a new plan approval number will be given. One set of the approved plans / drawings will be returned to you.

A copy of the approved design plan(s) and approved OX manual, as reviewed by the department, shall be made available to the inspector before any audit can be made on the structures. Manufacture will be audited periodically by the department as required.

**For Postal Delivery**

Department of Labor and Industries  
 Factory Assembled Structures  
 PO Box 44430  
 Olympia WA 98504-4430



MANUFACTURER		MFG NO.
ADDRESS		
CITY/STATE/ZIP		
PHONE NO.	FAX NO.	
MODEL		
TYPE OF UNIT (circle vehicle type)		
CT FW MHC MHB MHA TT TC RPT		
<b>FOR DEPARTMENT USE ONLY</b>		
APPROVED PLAN NUMBER		
APPLICATION ID	DATE APPROVED	
FEE LEDGER SHEET NO.		

**For Non-Postal Delivery (e.g., FedX, UPS, etc)**

Department of Labor and Industries  
 Factory Assembled Structures  
 7273 Linderson Way SW (MS: 4430)  
 Tumwater WA 98501

**\*\* Two request forms per model \*\***  
**Procedure on reverse side**

**PLAN APPROVAL REQUEST**

RECREATIONAL VEHICLES AND  
 RECREATIONAL PARK TRAILERS

RV  
 RPT

**WEB SITE ADDRESS: [www.wa.gov/lni/FAS](http://www.wa.gov/lni/FAS)**  
**(case sensitive)**

CONTACT PERSON:	PRINTED NAME	SIGNATURE	DATE	FEE ENCLOSED \$
-----------------	--------------	-----------	------	--------------------

New plan \_\_\_\_\_ Initial MFG Filing \_\_\_\_\_  
 (one time only)

Addendum \_\_\_\_\_ AP No. \_\_\_\_\_ Quality Control Manual \_\_\_\_\_

Resubmittal \_\_\_\_\_ Appl ID \_\_\_\_\_

NEW PLANS			
Floor plan drawing	<input type="checkbox"/> Attached	Plumbing drawing - waste & vents	<input type="checkbox"/> Attached
12 Volt system	<input type="checkbox"/> Attached	Plumbing drawing - water / hot & cold	<input type="checkbox"/> Attached
Heating & air conditioning	<input type="checkbox"/> Attached	Electrical drawing (110v)	<input type="checkbox"/> Attached
Panel box layouts	<input type="checkbox"/> Attached	LP gas drawing	<input type="checkbox"/> Attached
For RECREATIONAL PARK TRAILERS exceeding 8'6" in width in the travel mode.		Structural design per Chapter 5 of A119.5	<input type="checkbox"/> Attached AP No. _____

ADDENDUM (Component changes to existing plans)			
Electrical system	<input type="checkbox"/> Attached	<input type="checkbox"/> On file - AP# _____	
Plumbing system	<input type="checkbox"/> Attached	<input type="checkbox"/> On file - AP# _____	
Floor plan	<input type="checkbox"/> Attached	<input type="checkbox"/> On file - AP# _____	
Heating & AC	<input type="checkbox"/> Attached	<input type="checkbox"/> On file - AP# _____	
Structural	<input type="checkbox"/> Attached	<input type="checkbox"/> On file - AP# _____	

PLANS RETURNED VIA	
<input type="checkbox"/> Regular mail	
<input type="checkbox"/> Overnight at customer expense	Carrier _____
<input type="checkbox"/> Other _____	Acct # _____

L&I Approval Date Stamp

## PROCEDURE

In order to process plans expeditiously, this completed form and fees, and the following requirements must be met. Submittal of a new plan design must include the following or it will be returned without a review being performed: **THE QUALITY CONTROL (QC) MANUAL TO HAVE A PLAN APPROVAL REQUEST FORM.**

1. A minimum of two sets of plans and specifications for each model.
2. Drawings shall include details pertaining to the fire safety, electrical, plumbing, gas, heating, and air conditioning systems.
3. Floor plan shall include model number, battery compartment location, LP gas container(s) location, furnace location, smoke detector, CO detector location, LP detector location, and size of emergency egress, location and size of fire extinguisher, location of labels (vehicle ID, Washington state insignia), fuel fill spout, generator compartment, and exhaust pertaining to operable side of window, length and width of coach, length and width of bay window and slide outs.
4. A line drawing of the plumbing water lines, drain lines, vent fittings indicating the size of the piping lines, liquid and body waste locations, and potable water tanks.
5. A line drawing of the gas lines indicating the size of the piping and lengths, appliance BTU ratings, type of gas pipe or tubing material.
6. Electrical drawing shall include panel schedule 115V and 12v systems, panel schedule showing circuit details, breaker and wire sizes for all systems, panel location, load calculation, power supply cord size length and location, and generator location. Indicate transfer method from alternate source, GFI receptacles, switches, receptacles, bonding and air conditioning.
7. Structural design per Chapter 5 of A119.5

Once approved, the manufacturer may build as many structures as desired under that plan approval number, no additional plan review fee required. However, if any deviations from that approved plan occur, details of that change shall be submitted to the department along with an addendum fee. Should the deviations from the original design be extensively changed, a new submittal shall be required and a new plan approval number will be given. One set of the approved plans / drawings will be returned to you.

A copy of the design plans and Quality Control manual, stamped as reviewed by this department, shall be made available to the inspector before any inspections can be made on the structures. Manufacture will be audited yearly by the department or as required.

**INSTRUCTIONS FOR PLAN APPROVAL REQUEST FOR  
RECREATIONAL VEHICLES OR PARK TRAILERS**

1. Provide Manufacturer or applicant name, address, telephone and fax number, and model name or number.
2. Manufacturer ID number is assigned upon approval of First Plan (i.e. RPT-222).
3. Print and sign the name of the contact person responsible for this plan should questions about this submittal arise. Include on this line the date this plan was sent to the Department and the fee enclosed for this building. See WAC 296-150P/R-3000 for the fee schedule. Provide an extension number or direct line and fax number if available for the contact person.
4. Use this line if this is a new plan submitted for the first time. Indicate the appropriate fee paid.
5. Check type of vehicle (ie FW).
6. Check type of unit (RV or RPT).
7. Use this line only if the submittal is an ADDENDUM to a previously approved plan. Indicate the fee paid and the approved plan number that you wish to amend.
8. Use this line only if this is a RESUBMITTAL RESPONSE to a previously reviewed and rejected plan. Indicate the fee required for resubmittals. The application ID is not currently being used and may be left blank.
9. Use this line only for submittal of a QUALITY CONTROL MANUAL. Indicate the fee paid.
10. Use this section to indicate the drawings enclosed for new submittals. This checklist is a guide for information that would be necessary.
11. Use this line only for park models which exceed 8 feet 6 inches in width. Check block if structural design is attached. If structural design has previously been approved, indicate the plan approval number.
12. Use this section to indicate what drawings have been changed or revised.
13. Use this space to indicate how you would like Labor & Industries to return the plans to you. Please include carrier and account number.

SPECIFIC REQUIREMENTS FOR STATE PLAN QUALITY CONTROL MANUAL  
FOR PARK TRAILERS

**INDEX**

Please fill in the blanks showing page and paragraph for each paragraph below. Please attach and return with your quality control manual.

WAC 296-150P-0400 What constitutes an acceptable quality control program/manual for state plan insignia? Your quality control program must implement your approved quality control manual. The quality control manual must provide instructions, procedures, and assign responsibilities to assure quality control requirements are met when vehicles are manufactured. The minimum quality control manual requirements are:

page      paragraph

- |      |      |  |
|------|------|--|
| ---- | ---- | (1) An organization chart which identifies quality assurance positions and describes quality control responsibility for the following plant personnel: General manager, plant production manager, plant foreperson, lead persons, production, quality control, sales, engineering, purchasing and receiving staff;                   |
| ---- | ---- | (2) A method to distribute all comprehensive design plans and installation instructions or other documentation that ensures all products used are installed correctly in all recreational park trailer models produced at each manufacturing location;   |
| ---- | ---- | (3) Procedure for maintaining the quality assurance of each vehicle model;   |
| ---- | ---- | (4) Drawings and procedures displaying manufacturing processes including a schematic plant layout;   |
| ---- | ---- | (5) Descriptions of production stations, including surge-hold stations, on-site or off-site repair, repair-rework locations, and off-line construction sites. Descriptions should identify by stations and location the work, tests, or inspections performed and the job title of the person performing the quality control review; |
| ---- | ---- | (6) Inspection and equipment maintenance instruction verifying quality control performance and accountability;   |
| ---- | ---- | (7) Coordination of staff duties ensuring smooth transition of manufacturing responsibilities during the shift change;   |
| ---- | ---- | (8) Instructions regarding the identification, control, and handling of damaged goods or materials that do not comply with existing rules and ANSI;  |
| ---- | ---- | (9) Information about recreational park trailer material storage and environmental control including protection from the weather and the elimination of scrap and age-dated materials which have exceeded their life;  |
| ---- | ---- | (10) Verification that testing equipment is properly calibrated and that your quage's are accurate.  |
| ---- | ---- | (11) Information about production line testing which includes descriptions of procedures, test equipment, and the location of each test. The information should demonstrate accountability for test completion, for rework and repair, and for re-setting;   |
| ---- | ---- | (12) Instructions, procedures, descriptions, and responsibilities for insignia storage, security, application, and inventory;  |
| ---- | ---- | (13) Procedures for mixed production lines, for variable production rates, for new or substitute personnel, and for new or changed inspections and tests;  |
| ---- | ---- | (14) Instruction, procedures, and responsibilities for keeping vehicle records which include the unit serial number, model, plan approval number (if applicable), dealer location or destination, insignia number, inspection, and test results;   |
| ---- | ---- | (15) Information about your quality control training program;  |
| ---- | ---- | (16) Procedure for introducing new designs, models, materials and equipment to staff that ensures products are built according to the standards and the manufacturer's instructions  |



**Chapter 296-150P WAC**

Last Update: 7/17/12

**RECREATIONAL PARK TRAILERS**

## Chapter Listing

**WAC Sections****296-150P-0010** Authority, purpose, and scope.**296-150P-0020** What definitions apply to this chapter?**296-150P-0030** How is this chapter enforced?**296-150P-0040** Will you keep my manufacturing information confidential?**296-150P-0050** Can you prohibit the sale or lease of my recreational park trailer?**296-150P-0060** Who handles consumer complaints about recreational park trailers?**296-150P-0100** What happens if I disagree with the department's decision regarding my compliance with this chapter and ANSI?**296-150P-0110** Do you have an advisory board to address recreational park trailer issues?**296-150P-0120** Where can I obtain technical assistance regarding recreational park trailers?**296-150P-0130** Do you allow recreational park trailers to be displayed without an insignia?**296-150P-0140** Do you allow the use of alternate materials, alternate design and method of construction?

## REQUIREMENTS FOR INSIGNIA AND OTHER IDENTIFICATION

**296-150P-0200** Who should obtain recreational park trailer insignia?**296-150P-0210** How do I obtain insignia information and the forms you require?**296-150P-0220** How do I obtain insignia based on state-plan approval?**296-150P-0250** How do I replace lost or damaged insignia?**296-150P-0280** What other identification is required?**296-150P-0290** When and where should the insignia and the identification label be attached to the recreational park trailer?

## STATE PLAN

**296-150P-0300** What is required to obtain insignia based on state-plan approval?**296-150P-0310** What is required after I am approved as a state-plan manufacturer?

## DESIGN PLAN

**296-150P-0320** How do I apply for design-plan approval?**296-150P-0330** What is required for comprehensive design-plan approval?**296-150P-0340** What happens if you approve my design plan?**296-150P-0350** If my design plan is not approved, how much time do I have to submit a correct plan?

## QUALITY CONTROL PROGRAM/MANUAL

**296-150P-0400** What constitutes an acceptable quality control program/manual for state-plan insignia?**296-150P-0410** How do I apply to have my quality control manual approved?**296-150P-0420** What happens if my quality control manual is approved?

## DESIGN PLAN/QUALITY CONTROL MANUAL—REVIEW, CHANGE/ADDENDUM, EXPIRATION, AND

## RENEWAL

**296-150P-0440** Do I need approval to change my design plan or quality control manual after I receive state-plan approval?

**296-150P-0450** When does state-plan insignia approval expire?

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**296-150P-0610** How do I request a recreational park trailer inspection and what documentation is required?

**296-150P-0620** What happens if my recreational park trailer passes inspection?

**296-150P-0630** What happens if my recreational park trailer does not pass inspection?

**296-150P-0640** Am I charged if I request an inspection but I am not prepared?

## AUDIT

**296-150P-0700** What does our annual quality control program audit for state-plan insignia include?

## LOSS OF STATE-PLAN APPROVAL

**296-150P-0710** Can you withdraw my state-plan insignia approval?

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## RECREATIONAL PARK TRAILER ALTERATIONS

**296-150P-1000** Who needs approval to alter a recreational park trailer?

**296-150P-1010** Must I purchase a separate insignia for an alteration?

**296-150P-1020** How do I apply for alteration approval and obtain the alteration insignia?

## MANUFACTURER'S NOTICE TO THE DEPARTMENT

**296-150P-2000** Must state-plan manufacturers notify you if they manufacture at more than one location?

**296-150P-2010** Must state-plan manufacturers notify you if they change a business name or address?

**296-150P-2020** Must state-plan manufacturers notify you of a change in business ownership?

**296-150P-2030** Must state-plan manufacturers notify you of their Washington dealers?

## RECREATIONAL PARK TRAILER FEES

**296-150P-3000** Recreational park trailer fees.

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## 296-150P-0010

### Authority, purpose, and scope.

(1) This chapter is authorized by RCW **43.22.335** through **43.22.434** and covers the requirements for:

(a) Obtaining state-plan status if you manufacture recreational park trailers for sale or lease in Washington state.

(b) Obtaining state-plan insignia if you manufacture recreational park trailers for sale or lease in Washington state.

(2) This chapter applies to:

(a) Manufacturers, dealers and individuals who build for sale, sell, or lease recreational park trailers in Washington state; and

(b) Manufacturers, dealers, and individuals who alter recreational park trailers for sale or lease in Washington state.

[Statutory Authority: RCW **43.22.340** and **43.22.420**. WSR 97-16-043, § 296-150P-0010, filed 7/31/97, effective 12/1/97.]

## 296-150P-0020

### What definitions apply to this chapter?

"**Alteration**" is the replacement, addition, modification, or removal of any equipment or material that affects the fire and life safety provisions, structural system, plumbing systems, fuel systems and equipment or electrical systems of a recreational park trailer.

The following changes are not considered alterations for purposes of this chapter:

- Repairs with approved parts;
- Modification of a fuel-burning appliance according to the terms of its listing; and
- Adjustment and maintenance of equipment.

"**Alteration insignia**" is an insignia which indicates a recreational park trailer alteration was approved by the department.

"**ANSI**" is the American National Standards Institute, Inc., and the institute's rules applicable to recreational park trailers. For the purposes of this chapter, references to ANSI mean ANSI A119.5 Recreational Park Trailers, current edition.

"**Approved**" is approved by the department of labor and industries.

"**Audit**" by the department is the department inspection of a manufacturer's quality control procedures, comprehensive plans, and recreational park trailers.

"**Comprehensive design plan**" consists of the design plans and copies of drawings such as:

• Floor plans relating to fire and life safety, structural, electrical, plumbing, liquefied petroleum (LP) and/or natural gas systems and appliances and air conditioning systems, if applicable to the plan of each recreational park trailer.

• Plumbing line drawings which describe the size, length and location of gas piping lines, liquid and body waste lines, liquid and body waste tanks, and potable water tanks.

• Electrical drawings. (See WAC [296-150P-0330](#).)

"**Consumer**" is a person or organization who buys or leases recreational park trailers.

"**Dealer**" is a person or organization whose business is offering recreational park trailers for sale or lease.

"**Department**" is the department of labor and industries. The department may be referred to as "we" or "us" in this chapter. Note: You may contact us at: Department of Labor and Industries, Specialty Compliance, PO Box 44430, Olympia, WA 98504-4430.

"**Equipment**" is all material, appliances, fixtures, and accessories used in the manufacture or alteration of recreational park trailers.

"**Manual**" is a reference containing instructions, procedures, responsibilities and other information used to implement and maintain the quality control program of a recreational park trailer manufacturer.

"**National Electrical Code**" see Appendix 'C' of ANSI A119.5 for reference to the appropriate edition to use for compliance.

"**Recreational park trailer**" is a trailer-type unit that is primarily designed to provide temporary living quarters for recreational, camping or seasonal use, that meets the following criteria:

- Built on a single chassis, mounted on wheels;
- Having a gross trailer area not exceeding 400 square feet (37.15 square meters) in the set-up mode; and
- Certified by the manufacturer as complying with ANSI A119.5.

"**Quality control**" is the plan and method for ensuring that the manufacture, fabrication, assembly, installation, storing, handling, and use of materials complies with this chapter and ANSI.

**"State-plan insignia"** is an insignia which is obtained under the state design-plan approval process.

**"System"** is a part of a recreational park trailer that is designed to serve a particular function such as plumbing, electrical, heating, mechanical or structural system.

[Statutory Authority: Chapter **43.22** RCW. WSR 12-15-061, § 296-150P-0020, filed 7/17/12, effective 9/1/12. Statutory Authority: RCW **43.22.340**, **43.22.400**, **43.22.432**, **43.22.433**, **43.22.434**, **43.22.480**, and **43.22.485**, 2002 c 268, and chapter **43.22** RCW. WSR 03-12-044, § 296-150P-0020, filed 5/30/03, effective 6/30/03. Statutory Authority: RCW **43.22.340** and **43.22.480**. WSR 99-13-010, § 296-150P-0020, filed 6/4/99, effective 7/5/99. Statutory Authority: RCW **43.22.340** and **43.22.420**. WSR 97-16-043, § 296-150P-0020, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0030**

### **How is this chapter enforced?**

(1) We enforce this chapter through the state-plan insignia approval process (see WAC **296-150P-0300** through **296-150P-0720**).

(2) Recreational park trailer inspections occur where the recreational park trailers are manufactured, sold, or leased. We conduct inspections during normal work hours or at other reasonable times. We may require you to remove a part of the recreational park trailer in order to conduct our inspection.

[Statutory Authority: RCW **43.22.340** and **43.22.420**. WSR 97-16-043, § 296-150P-0030, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0040**

### **Will you keep my manufacturing information confidential?**

We will only release manufacturing information, such as design plans, specifications, test results, and manuals, according to the Public Records Act (see RCW **42.17.310** (1)(h)) unless we are ordered to do so by a court or otherwise required by law.

[Statutory Authority: RCW **43.22.340** and **43.22.420**. WSR 97-16-043, § 296-150P-0040, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0050**

### **Can you prohibit the sale or lease of my recreational park trailer?**

(1) We may prohibit the sale or lease of your recreational park trailer because it is unlawful for any person to sell, lease, or offer for sale a recreational park trailer within this state if it violates any of the requirements of this chapter (see RCW **43.22.345**).

(2) If an inspection reveals that a recreational park trailer violates this chapter, we may post a notice prohibiting the sale or lease of a recreational park trailer.

[Statutory Authority: RCW **43.22.340** and **43.22.480**. WSR 99-13-010, § 296-150P-0050, filed 6/4/99, effective

7/5/99.]

---

## **296-150P-0060**

### **Who handles consumer complaints about recreational park trailers?**

(1) Consumers may file complaints with us, if they have reason to believe a manufacturer and/or dealer is in violation of this chapter and ANSI.

(2) The complaint should be in writing and describe the items that may not comply with this chapter and ANSI.

(3) After we receive the complaint, we will send the manufacturer and/or the dealer a copy of the complaint. The manufacturer and/or dealer has thirty days to respond to the complaint.

(4) If we decide an inspection is warranted and specific code violation(s) are found during the inspection, the manufacturer or dealer is charged for the inspection.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0060, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0100**

### **What happens if I disagree with the department's decision regarding my compliance with this chapter and ANSI?**

(1) If we determine that you are in violation of this chapter and ANSI, you will receive a notice of noncompliance and we may withdraw your certification. (See WAC [296-150P-0710](#).)

(2) If you disagree with our decision, you can send us a written request for a hearing, stating why you disagree.

(3) After we receive your hearing request, we will:

(a) Schedule a hearing within thirty days after we receive your request.

(b) Notify you of the time, date, and place for the hearing. If you fail to appear, your case will be dismissed.

(c) Hear your case.

(d) Send you written notice of our decision.

If you disagree with our decision, you may appeal it under the Administrative Procedure Act (chapter [34.05](#) RCW).

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0100, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0110**

### **Do you have an advisory board to address recreational park trailer issues?**

The factory assembled structures (FAS) board advises us on issues relating to plumbing, heating,

electrical, installation, alterations, inspections, and rules for recreational park trailers. (See RCW [43.22.420](#).)

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0110, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0120**

### **Where can I obtain technical assistance regarding recreational park trailers?**

We provide field technical service to recreational park trailer manufacturers for an hourly fee (see WAC [296-150P-3000](#)). Field technical service may include an evaluation, consultation, plan examination, interpretation, and clarification of technical data relating to the application of our rules. It does not include inspections.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0120, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0130**

### **Do you allow recreational park trailers to be displayed without an insignia?**

We allow one recreational park trailer to be displayed without an insignia, if you:

(1) Get written approval from us in advance of displaying the unit; we should receive your written request at least thirty days prior to display of the unit. Your request must include:

- (a) The model and serial number of the unit;
  - (b) The location where the unit will be displayed; and
  - (c) The date(s) the unit will be displayed.
- (2) Are licensed in Washington state through the department of licensing;
- (3) Have your approval letter available at the display;
- (4) Place three visible signs on the display unit:
- (a) One at the main entry door;
  - (b) One inside the front of the unit; and
  - (c) One inside the back of the unit.

The signs must read: NOT FOR SALE - DISPLAY ONLY.

The letters on the sign must be one inch or higher.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0130, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0140**

### **Do you allow the use of alternate materials, alternate design and method of construction?**

An applicant may apply for the use of alternate materials, alternate design and methods of construction different from the requirements of this chapter by filing a written request with the department.

(1) Responsibilities of applicant. The applicant must submit in writing the following information and sign and date the request.

(a) The applicant's name, address and phone number;

(b) The specific requirement or requirements from which the alternate material, alternate design or method of construction is requested;

(c) Justification that the requirements of this chapter cannot be met without using alternate materials, alternate design or method of construction;

(d) How the use of alternate materials, alternate design or method of construction will achieve the same result as the requirement and any specific alternative measures to be taken to show the alternate provides the same level of protection to life, safety and health as the requirements.

The department has a form that you may use for your request. Contact the department at the address shown in the definition section.

(2) Responsibilities of the department. The department will provide a written response to the applicant within thirty days of receipt of the written request. The written response will state the acceptance or denial of the request, including the reasons for the department's decision. At a minimum the department will base its decision based on:

(a) The applicant's request as described in subsection (1) of this section;

(b) Research into the request;

(c) Expert advice.

(3) Applicant's response to denials. The applicant may appeal the department's decision by following the procedure in WAC **296-150P-0100**.

[Statutory Authority: RCW **43.22.340**, **43.22.350**, **43.22.355**, **43.22.360**, **43.22.400**, **43.22.432**, **43.22.433**, **43.22.434**, **43.22.450**, **43.22.480**, and **43.22.485**. WSR 00-17-148, § 296-150P-0140, filed 8/22/00, effective 9/30/00. Statutory Authority: RCW **43.22.340** and **43.22.480**. WSR 99-13-010, § 296-150P-0140, filed 6/4/99, effective 7/5/99.]

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## **296-150P-0200**

### **Who should obtain recreational park trailer insignia?**

(1) If you manufacture recreational park trailers to be sold or leased in Washington, you must purchase a state-plan insignia for each recreational park trailer.

(2) Individuals that build recreational park trailers to sell or lease in Washington must purchase an insignia.

(3) If you have a recreational park trailer with a state-plan insignia and you plan to alter or have another person alter it, you must obtain an alteration insignia from us.

Note: You do not need to purchase our insignia if you manufacture recreational park trailers in Washington for sale outside the state.

[Statutory Authority: RCW **43.22.340** and **43.22.420**. WSR 97-16-043, § 296-150P-0200, filed 7/31/97, effective 12/1/97.]

## **296-150P-0210**

### **How do I obtain insignia information and the forms you require?**

Upon request, we will provide you with a packet of information that includes required forms and fee schedule for obtaining the state-plan insignia. Our address is noted in the definition of department.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0210, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0220**

### **How do I obtain insignia based on state-plan approval?**

(1) If you are approved to purchase insignia based on state-plan approval, you may purchase the insignia by submitting the insignia application with the required fees. (See WAC [296-150P-3000](#).)

(2) The application must include:

(a) A signed statement from you certifying that you are manufacturing your units according to your approved design plans and your quality control program; and

(b) A list of the approved design plans against which you will apply the insignia.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0220, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0250**

### **How do I replace lost or damaged insignia?**

(1) If an insignia is lost or damaged after it is placed on a recreational park trailer and you are the manufacturer or owner, you must notify us in writing immediately.

(2) Your notification should include the following information:

(a) Your name, address, and telephone number;

(b) The recreational park trailer serial number;

(c) The insignia number and design-plan approval number, if applicable; and

(d) The required fee. (See WAC [296-150P-3000](#).)

(3) If we can determine that your unit previously had an insignia, we will attach the insignia to your recreational park trailer once we receive your insignia fee. (See WAC [296-150P-3000](#).)

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0250, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0280**

### **What other identification is required?**

Every new recreational park trailer manufactured, offered for sale or lease, or sold or leased in

Washington must also have a vehicle identification number (VIN) label in compliance with the Federal Department of Transportation (DOT) safety standards.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0280, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0290**

### **When and where should the insignia and the identification label be attached to the recreational park trailer?**

(1) Insignia must be attached to the finished recreational park trailer before it leaves the approved manufacturer's location.

(2) The state-plan insignia must be attached adjacent to the main door, on the strike side of the door, at least twelve inches above the floor line. The strike side of the door is opposite the hinge side of the door.

(3) The alteration insignia must be attached next to the certification insignia.

(4) The identification number (VIN) label must be attached on the recreational park trailer as required by the Federal Department of Transportation. Any other identification label must be attached next to the certification insignia or on the exterior front half of the left side of the recreational park trailer, at least six inches above the floor line.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0290, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0300**

### **What is required to obtain insignia based on state-plan approval?**

If you want to obtain insignia based on state-plan approval, you must:

- (1) Have your design plan and quality control manual approved by us; and
- (2) Pass a quality control program audit which includes a random inspection of your recreational park trailers.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0300, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0310**

### **What is required after I am approved as a state-plan manufacturer?**

Once you have obtained approval as a state-plan manufacturer:

- (1) You are required to submit comprehensive design plans to us for approval;
- (2) You can inspect your own recreational park trailer based upon your quality control manual specifications; and
- (3) You are subject to a semiannual audit at your manufacturing location(s).

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0310, filed 7/31/97, effective 12/1/97.]

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## 296-150P-0320

### How do I apply for design-plan approval?

Upon request, we will send you a design-plan approval request form.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0320, filed 7/31/97, effective 12/1/97.]

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## 296-150P-0330

### What is required for comprehensive design-plan approval?

If you are the manufacturer applying for state-plan approval:

(1) You must submit two sets of comprehensive design plans (do not send originals) to us for approval. Design plans must be accompanied by the initial filing fee, if appropriate, and the design-plan fee. (See WAC [296-150P-3000](#).)

(2) Your comprehensive design plan must indicate compliance with the appropriate ANSI standards in the following plans and drawings:

(a) Floor plans relating to fire and life safety, electrical, plumbing, liquefied petroleum (LP) and/or natural gas systems and appliances, and air conditioning systems, if applicable, of each recreational park trailer.

(b) Plumbing line drawings which describe the size, length and location of gas piping lines, liquid and body waste lines, liquid and body waste tanks, and potable water tanks.

(c) Electrical drawings.

(d) Structural drawings showing compliance with ANSI A119.5, Chapter 5.

Note: We will provide a check list with detailed requirements for each type of plan upon request.

(3) Current comprehensive design plans must be available at each manufacturing location.

(4) You must have an approved quality control manual. (See WAC [296-150P-0400](#), [296-150P-0410](#).)

Note: You do not need a quality control manual if you are an individual asking us to inspect a recreational park trailer.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0330, filed 7/31/97, effective 12/1/97.]

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## 296-150P-0340

### What happens if you approve my design plan?

(1) Your design plan will be approved if it complies with the requirements of this chapter and ANSI.

(2) We will send you an approved copy of the design plan with the approval number.

(3) You must keep copies of the approved design plan for all models produced at the manufacturing location.

(4) If your design plan is not approved, you will be notified in writing of plan deficiencies. You may send a corrected design plan to us.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0340, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0350**

### **If my design plan is not approved, how much time do I have to submit a correct plan?**

(1) You have ninety days to correct and resubmit your original design plan and send us the resubmittal fee once we notify you of plan deficiencies. After ninety days, your initial design plan is returned to you.

(2) If you submit your corrected design plan after ninety days, you must send the initial design-plan fee instead of the resubmittal fee. (See WAC [296-150R-3000](#).)

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0350, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0400**

### **What constitutes an acceptable quality control program/manual for state-plan insignia?**

Your quality control program must implement your approved quality control manual. The quality control manual must provide instructions, procedures, and assign responsibilities to assure quality control requirements are met when the recreational park trailers are manufactured. The minimum quality control manual requirements are:

(1) An organization chart which identifies quality assurance positions and describes quality control responsibilities and accountability for the following plant personnel: General manager, plant production manager, plant foreperson, lead persons, production, quality control, sales, engineering, purchasing, and receiving staff;

(2) A method to distribute all comprehensive design plans and installation instructions or other documentation that ensures all products used are installed correctly in all recreational park trailer models produced at each manufacturing location;

(3) Procedures for maintaining the quality assurance of each recreational park trailer model;

(4) Drawings and procedures displaying manufacturing processes including a schematic plant layout;

(5) Descriptions of production stations, including surge-hold stations, on-site or offsite repair-rework locations, and off-line construction sites. Descriptions should identify by station and location the work, tests, or inspections performed and the job title of the person performing the quality control review;

(6) Inspection and equipment maintenance instructions, including jig maintenance, check-off lists, and other documentation verifying quality control performance and accountability;

(7) Coordination of staff duties ensuring smooth transition of manufacturing responsibilities during the

shift change;

(8) Instructions regarding the identification, control, and handling of damaged goods or materials that do not comply with existing rules and ANSI;

(9) Information about recreational park trailer material storage and environmental control including protection from the weather and the elimination of scrap and age-dated materials which have exceeded their life;

(10) Verification that testing equipment is properly calibrated and that your gauges are accurate;

(11) Information about production line testing which includes descriptions of procedures, test equipment, and the location of each test. The information should demonstrate accountability for test completion, for rework and repair, and for retesting;

(12) Instructions, procedures, descriptions, and responsibilities for insignia storage, security, application, and inventory;

(13) Procedures for mixed production lines, for variable production rates, for new or substitute personnel, and for new or changed inspections and tests;

(14) Instructions, procedures, and responsibilities for keeping recreational park trailer records which include the unit serial number, model, plan approval number, dealer location or destination, insignia number, inspection, and test results;

(15) Information about your quality control training program; and

(16) Procedures for introducing new designs, models, materials and equipment to staff that ensures products are built according to the standards and the manufacturer's instructions.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0400, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0410**

### **How do I apply to have my quality control manual approved?**

We will provide the form and instructions upon request.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0410, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0420**

### **What happens if my quality control manual is approved?**

(1) Your quality control manual will be approved if it meets the requirements of this chapter and ANSI.

(2) We will send you an approved copy of your quality control manual.

(3) If your quality control manual is not approved, you will be notified in writing of the deficiencies. You may send us a corrected quality control manual.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0420, filed 7/31/97, effective 12/1/97.]

## 296-150P-0440

### Do I need approval to change my design plan or quality control manual after I receive state-plan approval?

(1) Once you have received state-plan approval and you want to change your design plan or quality control manual, we must approve the changes/addenda.

(2) You should send design plan or quality control manual changes to us thirty days before you want the changes/addenda to take effect.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0440, filed 7/31/97, effective 12/1/97.]

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## 296-150P-0450

### When does state-plan insignia approval expire?

(1) As a state-plan manufacturer, your approval for insignia is based upon approval of your design plan and quality control manual. Design plans are considered approved until a new ANSI code edition is adopted or unless revisions to ANSI prior to code changes would not support our design-plan approval.

(2) If, after the new ANSI code edition is adopted, your design plan and quality control manual remain identical (you may change the model name or designation) to your original design plan, you only need to submit the new plan fee and the plan approval request. **(Do not send plans.)**

Note: ANSI codes are normally adopted for a three-year period.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0450, filed 7/31/97, effective 12/1/97.]

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## 296-150P-0600

### When does a manufacturer, individual builder, or a dealer need to request a recreational park trailer inspection?

If you are a manufacturer, individual builder, or a dealer, you must request a recreational park trailer inspection by us:

(1) If you have approval of your design plan and quality control manual and need to complete the state-plan process;

(2) If you are making a recreational park trailer alteration which must be inspected and approved by us; or

(3) If you are correcting a violation which must be inspected and approved by us.

Note: An individual who is building a recreational park trailer to own, sell, or lease must obtain an identification number from the state patrol prior to our issuance of certification insignia.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0600, filed 7/31/97, effective 12/1/97.]

## 296-150P-0610

### How do I request a recreational park trailer inspection and what documentation is required?

- (1) Complete an inspection application which can be obtained from us.
- (2) Send the completed application, application fee, and inspection fee to us prior to the date you would like an inspection performed. (See WAC [296-150P-3000](#).)
- (3) During the inspection, have your approved design plans, specifications, and test results available for our inspector.
- (4) A recreational park trailer inspection will be completed in two or more phases. The "cover" inspection during the construction of the unit before the electrical, plumbing, mechanical, heating, and structural systems are covered. The final inspection takes place after the recreational park trailer is complete.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0610, filed 7/31/97, effective 12/1/97.]

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## 296-150P-0620

### What happens if my recreational park trailer passes inspection?

- (1) If your recreational park trailer passes inspection and you have met the other requirements of this chapter and ANSI, you will be approved to purchase state-plan insignia from us.
- (2) If you send your insignia application and fee to us prior to the inspection, we will attach your insignia when we approve the recreational park trailer.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0620, filed 7/31/97, effective 12/1/97.]

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## 296-150P-0630

### What happens if my recreational park trailer does not pass inspection?

- (1) If your recreational park trailer does not pass inspection, you will receive a notice of noncompliance.
- (2) You have ten days after receiving the notice of noncompliance to send us a written response explaining how you will correct the violation(s) and prevent its reoccurrence.
- (3) You are not allowed to move, sell or lease a recreational park trailer until:
  - (a) You correct the violation(s);
  - (b) We inspect and approve the correction(s); and
  - (c) You pay the inspection fee and the insignia fee, if required. (See WAC [296-150P-3000](#).)
- (4) If you fail to make the corrections, the sale or lease of your recreational park trailer is prohibited by RCW [43.22.340](#) until the corrections are made.

Note: You will be allowed to return a recreational park trailer to the manufacturing location or

to another location for correction with our approval.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0630, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0640**

### **Am I charged if I request an inspection but I am not prepared?**

(1) If you ask us to inspect recreational park trailers within Washington state but are not prepared when we arrive, you must pay the minimum inspection fee and travel.

(2) If you ask us to inspect recreational park trailers outside Washington state but are not prepared when we arrive, you must pay the minimum inspection fee, travel, and per diem expenses.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0640, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0700**

### **What does our annual quality control program audit for state-plan insignia include?**

(1) During your annual audit for state-plan insignia, we will review your quality control program and randomly inspect your recreational park trailer.

(2) If our audit indicates that you are complying with the requirements of this chapter and ANSI, you may purchase state-plan insignia.

(3) If we discover a quality control program deficiency or a recreational park trailer violation during our audit, you will receive a notice of noncompliance and cannot purchase state-plan insignia until the deficiency or violation is corrected.

(a) You can correct the deficiency or violation during the audit; or

(b) You have fourteen days after receiving the notice of noncompliance to send us a written response explaining your correction of the deficiency or violation; and

(c) You are subject to a follow-up audit.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0700, filed 7/31/97, effective 12/1/97.]

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## **296-150P-0710**

### **Can you withdraw my state-plan insignia approval?**

Should you fail to meet the requirements of this chapter or ANSI after you have been approved to purchase state-plan insignia, we will withdraw your certification.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0710, filed 7/31/97, effective 12/1/97.]

## **296-150P-0720**

### **What happens if my state-plan insignia approval is withdrawn?**

If your state-plan insignia approval is withdrawn because you have failed to comply with this chapter and ANSI:

- (1) You must return any issued but unused insignia to us; and
- (2) You cannot sell or lease recreational park trailers in Washington.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-0720, filed 7/31/97, effective 12/1/97.]

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## **296-150P-1000**

### **Who needs approval to alter a recreational park trailer?**

Any alteration by a manufacturer, dealer, or individual to a recreational park trailer with state-certified insignia must be approved by us before the alteration is made. "Alteration" is defined in WAC [296-150P-0020](#).

Note: We may remove your insignia if you alter or have someone alter a recreational park trailer without our approval.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-1000, filed 7/31/97, effective 12/1/97.]

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## **296-150P-1010**

### **Must I purchase a separate insignia for an alteration?**

You are required to purchase an alteration insignia from us.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-1010, filed 7/31/97, effective 12/1/97.]

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## **296-150P-1020**

### **How do I apply for alteration approval and obtain the alteration insignia?**

- (1) To apply for alteration approval and the alteration insignia, you must:
  - (a) Complete an alteration permit form and an application for alteration insignia. We will provide the forms.
  - (b) Submit the completed forms, with the inspection fee and altered recreational park trailer insignia fee, to us. (See WAC [296-150P-3000](#).)

(2) Our recreational park trailer inspection of the alteration will be in two or more phases. The "cover" inspection during the alteration of the unit before the electrical, plumbing, mechanical, heating, structural or other systems are covered. The final inspection takes place after the alteration inspection is complete.

(3) Once we approve your alteration, we will attach the alteration insignia.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-1020, filed 7/31/97, effective 12/1/97.]

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## **296-150P-2000**

### **Must state-plan manufacturers notify you if they manufacture at more than one location?**

(1) We must approve each recreational park trailer manufacturing location producing units for sale or lease in Washington state.

(2) You must send us the following information for each manufacturing location when you are certified:

- (a) Company name;
  - (b) Mailing and physical address;
  - (c) Phone and fax number if available;
  - (d) Type of recreational park trailer(s) manufactured;
  - (e) Contact person for plan review; and
  - (f) Contact person for plant audit.
- (3) You must update the information as it changes.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-2000, filed 7/31/97, effective 12/1/97.]

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## **296-150P-2010**

### **Must state-plan manufacturers notify you if they change a business name or address?**

(1) If you are moving your business from an approved manufacturing location, the new location must be approved before shipping units from that location for sale or lease in Washington state.

(2) You must notify us in writing prior to a change of business name or address.

[Statutory Authority: RCW [43.22.340](#) and [43.22.420](#). WSR 97-16-043, § 296-150P-2010, filed 7/31/97, effective 12/1/97.]

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## **296-150P-2020**

### **Must state-plan manufacturers notify you of a change in business ownership?**

(1) When a recreational park trailer manufacturing business changes ownership, the new owner must notify us in writing immediately.

(2) A new owner may continue to manufacture recreational park trailers using approved design plans or comprehensive design plans according to this chapter.

(3) The department will perform an audit of the manufacturer after the ownership change to ensure you are meeting the requirements of this chapter and ANSI.

[Statutory Authority: RCW **43.22.340** and **43.22.420**. WSR 97-16-043, § 296-150P-2020, filed 7/31/97, effective 12/1/97.]

## 296-150P-2030

### Must state-plan manufacturers notify you of their Washington dealers?

(1) You must send us the following information about yourself and each of your Washington dealers when you are certified:

- (a) Dealership name;
  - (b) Mailing and physical address;
  - (c) Phone and fax number if available;
  - (d) Type of recreational park trailer(s); and
  - (e) Contact person.
- (2) You must update this information as it changes.

[Statutory Authority: RCW **43.22.340** and **43.22.420**. WSR 97-16-043, § 296-150P-2030, filed 7/31/97, effective 12/1/97.]

## 296-150P-3000

### Recreational park trailer fees.

<b>INITIAL FILING FEE</b>	<b>\$34.70</b>
<b>DESIGN PLAN FEES:</b>	
NEW PLAN REVIEW FEE WITHOUT STRUCTURAL REQUIREMENTS	\$98.20
NEW PLAN REVIEW FEE WITH STRUCTURAL REQUIREMENTS	\$129.90
RESUBMITTAL FEE	\$70.20
ADDENDUM (Approval expires on same date as original plan.)	\$70.20
ELECTRONIC PLAN SUBMITTAL FEE \$5.20 per page for the first set of plans and \$1.00 per page for each additional set of plans. These fees are in addition to any applicable design plan fees required under this section.	
<b>DEPARTMENT AUDIT FEES:</b>	
AUDIT (per hour)*	\$70.20
TRAVEL (per hour)*	\$70.20
PER DIEM**	
HOTEL***	

MILEAGE**	
RENTAL CAR***	
PARKING***	
AIRFARE***	
<b>DEPARTMENT INSPECTION FEES:</b>	
INSPECTION (per hour)*	\$70.20
TRAVEL (per hour)*	\$70.20
PER DIEM**	
HOTEL***	
MILEAGE**	
RENTAL CAR***	
PARKING***	
AIRFARE***	
ALTERATION INSPECTION (One hour plus insignia alteration fee)	\$104.90
<b>INSIGNIA FEES:</b>	
STATE CERTIFIED	\$25.00
ALTERATION	\$34.70
REISSUED-LOST/DAMAGED	\$12.90
<b>OTHER FEES:</b>	
FIELD TECHNICAL SERVICE (per hour* plus travel time* and mileage**)	\$70.20
PUBLICATION PRINTING AND DISTRIBUTION OF RCWs AND WACs (One free copy per year upon request)	\$13.10
<b>REFUND FEE</b>	<b>\$25.00</b>
* Minimum charge of 1 hour; time spent greater than 1 hour is charged in 1/2 hour increments.	
** Per state guidelines.	
*** Actual charges incurred.	

[Statutory Authority: Chapter **43.22** RCW and 2011 1st sp.s. c 50. WSR 12-06-069, § 296-150P-3000, filed 3/6/12, effective 4/30/12. Statutory Authority: Chapters **18.27**, 18.106, 43.22, and **70.87** RCW. WSR 07-11-128, § 296-150P-3000, filed 5/22/07, effective 6/30/07. Statutory Authority: Chapters **18.27**, 43.22, and **70.87** RCW. WSR 05-12-032, § 296-150P-3000, filed 5/24/05, effective 6/30/05. Statutory Authority: Chapters **18.27** and **43.22** RCW. WSR 04-12-048, § 296-150P-3000, filed 5/28/04, effective 6/30/04. Statutory Authority: RCW **43.22.350**, **43.22.434**, **43.22.480**, **43.22.500**, **70.87.030**, **18.106.070**, **18.106.125**, 2001 c 7, and chapters **18.106**, 43.22, and **70.87** RCW. WSR 03-12-045, § 296-150P-3000, filed 5/30/03, effective 6/30/03. Statutory Authority: RCW **43.22.350**, **43.22.434**, **43.22.480**, **43.22.500**, **18.27.040**, **18.27.070**, **18.27.075**, **70.87.030**, **19.28.041**, **19.28.051**, **19.28.101**, **19.28.121**, **19.28.161**, **19.28.201**, **19.28.211**, **19.28.341**, 2001 c 7, 2002 c 249, and chapters **19.28**, 43.22, 18.27, and **70.87** RCW. WSR 02-12-022, § 296-150P-3000, filed 5/28/02, effective 6/28/02. Statutory Authority: RCW **43.22.350**, **43.22.434**, **43.22.480**, **43.22.500**, **18.27.070**, **18.27.075**, **70.87.030**, **19.28.041**, **19.28.051**, **19.28.101**, **19.28.121**, **19.28.161**, **19.28.201**, **19.28.211**, **19.28.341**, 2001 c 159, and chapters **43.22**, 19.28, 18.27, and **70.87** RCW. WSR 01-12-035, § 296-150P-3000, filed 5/29/01, effective 6/29/01. Statutory Authority: RCW **43.22.340**, **43.22.350**, **43.22.355**, **43.22.360**, **43.22.400**, **43.22.432**, **43.22.433**, **43.22.434**,

**43.22.450**, **43.22.480**, and **43.22.485**. WSR 00-17-148, § 296-150P-3000, filed 8/22/00, effective 9/30/00. Statutory Authority: Chapters **43.22**, 18.27, 70.87 and **19.28** RCW. WSR 99-12-080, § 296-150P-3000, filed 5/28/99, effective 6/28/99. Statutory Authority: Chapters **18.106**, 18.27 and **43.22** RCW. WSR 98-12-041, § 296-150P-3000, filed 5/29/98, effective 6/30/98. Statutory Authority: RCW **43.22.340** and **43.22.420**. WSR 97-16-043, § 296-150P-3000, filed 7/31/97, effective 12/1/97.]

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