



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 Vehicles to be sold or leased in the State of Washington.

We have a "State plan" approval program for Recreational Vehicles.

In order to manufacture or RV's 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 296-150R-3000](#) for fees)
4. The State of Washington has adopted the current edition of NFPA 1192 Standard for Recreational Vehicles- and the current edition of NFPA 70, National Electrical Code Section 551 Recreational Vehicles.
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 feel free to contact us at 1-800-705-1411 Option 3, FAX at (360) 902-5229 or email FAS1@lni.wa.gov.

Sincerely,

Shane Daugherty, FAS Program Chief
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



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

TO: ALL MANUFACTURERS OF RECREATIONAL VEHICLES

SUBJECT: State Plan (Self-Inspection) of Recreational Vehicles

Dear Recreational Vehicle Manufacturer:

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

This program has been successful in ensuring that Recreational Vehicles 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 296-150R of the Washington Administrative Code (WAC), allowing for a State Plan (self-inspection) process in lieu of an actual inspection of each RV 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,

Shane Daugherty, FAS Program Chief
Factory Assembled Structures

CONTRACT FOR STATE PLAN (SELF-INSPECTIONS)
RECREATIONAL VEHICLE 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 296-150R-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 Vehicles 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 Vehicles, provide to L&I any and all current quality control manuals to include any amendments thereto as they occur- pursuant to WAC 296-150R-0400. These manuals must contain specific management procedures by which the undersigned Recreational Vehicle 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 Vehicles 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 vehicle 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 vehicle 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 296-150R-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, and end on September 1, 2002.

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

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 Vehicle Manufacturers

FROM: Shane Daugherty, FAS Program Chief

SUBJECT: Manufacturing Location

You need notify the department in writing of each manufacturing location. A manufacturer of RV's 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.

Be sure to circle the appropriate abbreviation referencing the type of unit(s) being fabricated at each manufacturing location.

Note: The abbreviations are as follows:

C.T.-- Camping Trailer
 T.C.-- Truck Camper
 T.T.-- Travel Trailer
 F.W.-- Fifth Wheel

M.H.A.-- Motor Home Class A
 M.H.B.-- Mini-Motor Home/Van
 M.H.C.-- Motor Home Class C

Shane Daugherty, FAS Program Chief

Dept. of Labor & Industries
 PO Box 44430
 Olympia, WA 98504-4430

If you have any questions, please feel free to contact us at 1-800 705-1411 Option 3, FAX (360) 902-5229 or email at FASI@lni.wa.gov

RV MFG location

Manufacturing Locations

Corporate

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Phone No: (____) _____ Ext: _____ Fax No: (____) _____

Web Address: _____

Contact for Plan Review: _____

Phone No: (____) _____ Ext: _____ Fax No: (____) _____

Email Address: _____

Contact for Plant Audit: _____

Phone No.: (____) _____ Ext: _____ 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: _____

Type of RV: C.T, T.C, T.T, F.W, M.H.A, M.H.B, M.H.C.

Production Line Name: _____

Type of RV: C.T, T.C, T.T, F.W, M.H.A, M.H.B, M.H.C.

Production Line Name: _____

Type of RV: C.T, T.C, T.T, F.W, M.H.A, M.H.B, M.H.C.

Plant 1

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Phone No: (____) _____ Ext: _____ Fax No: (____) _____

Web Address: _____

Contact for Plan Review: _____

Phone No: (____) _____ Ext: _____ 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: _____

Type of RV: C.T, T.C, T.T, F.W, M.H.A, M.H.B, M.H.C.

Production Line Name: _____

Type of RV: C.T, T.C, T.T, F.W, M.H.A, M.H.B, M.H.C.

Production Line Name: _____

Type of RV: C.T, T.C, T.T, F.W, M.H.A, M.H.B, M.H.C.

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 Vehicle Trailer Manufacturer

FROM: Shane Daugherty, FAS Program Chief

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.

**Shane Daugherty, FAS Program Chief
Dept. of Labor & Industries
PO Box 44430
Olympia, WA 98504-4430**

If you have any questions, please feel free to contact us at 1-800-705-1411 Option 3, FAX (360) 902-5229 or email FAS1@lni.wa.gov

RV Dealer Location

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. See RVIA UPA-1 for a complete list of plan requirements. 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 and length 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. 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 the department, shall be made available to the inspector before any inspections 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		
FOR DEPARTMENT USE ONLY		
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
(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 296-150R-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 RECREATIONAL VEHICLES
INDEX

**PLEASE FILL IN THE BLANKS SHOWING PAGE AND PARAGRAPH FOR EACH PARAGRAPH BELOW.
PLEASE ATTACH AND RETURN WITH YOUR QUALITY CONTROL MANUAL.**

WAC 296-150R-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 vehicle or 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 vehicle and 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 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; and the manufacturer's instructions.

