

SECTION 01 26 13
REQUESTS FOR INFORMATION (RFI) (Revised AD-6)

PART 1 - GENERAL

1.1 SUMMARY

- A. Section specifies administrative and procedural requirements for handling and processing Requests for Information (RFI).
- B. RFI is intended for requesting clarifications and interpretations of Contract Documents due to apparent inconsistencies, errors or omissions in Contract Documents, and due to unanticipated existing conditions.
- C. RFI is not intended for requesting substitutions, Contractor's proposed changes, resolution of nonconforming work or for general questions not related to Contract Documents.
- D. RFI process is intended to be a cooperative effort between Architect and Contractor to expedite responses to RFIs and maintain progress of Work without utilizing other lengthy procedures.

AD-6: Section 01 26 13: Revise paragraph 1.1.E.

- E. BNL will use Primavera Contract Manager (formerly Expedition) to track and manage document flow including RFI's. The Contractor and the Architect/Engineer will be required to use this system as well. ~~BNL will provide one software license to each. If additional licenses are needed by the~~ Contractor or the Architect/Engineer, they must obtain the licenses at their own cost.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 REQUESTS FOR INFORMATION

- A. Review of Contract Documents and Field Conditions:
 - 1. Contract Documents are complementary; therefore, before starting each portion of Work, carefully study and compare various Drawings, Specifications and any other Contract Documents, coordination drawings, shop drawings, prior correspondence or documentation relative to that portion of Work, as well as information furnished by BNL.
 - 2. Contractor and Subcontractors shall evaluate and take field measurements of any existing conditions related to that portion of Work and shall observe any conditions at site affecting Work.
 - 3. Contractor and subcontractors acknowledge that all documents pertaining to Work has been examined, have examined character of site and any existing conditions, and are satisfied with nature of Work, and all other matters which can in any way affect Work.
 - 4. In event of inconsistency between portions of Contract Documents or within Contract Documents; provide better quality or greater quantity of Work, and comply with more stringent requirement, either or both in accordance with Architect's interpretation.
 - 5. Any errors, inconsistencies or omissions discovered in Contract Documents shall be reported promptly to Architect as a properly prepared and timely RFI.
 - 6. Contractor and Subcontractors are not required to ascertain Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but any nonconformity discovered by or made known shall be reported promptly as a RFI.

7. If Contractor or Subcontractor fail to give such notice, and knowingly proceeds with Work affected by errors or omissions in Contract Documents, Contractor shall correct any such errors, inconsistencies, or omissions at no additional cost.
- B. Contractor's and Subcontractor's Responsibilities:
1. When interpretation, clarification or explanation of portion of Construction Documents is needed by Contractor, Subcontractor, Vendor or Supplier, the request shall be processed through Contractor:
 - a. Review request for completeness, quality, proper referencing to drawing or specification section and reason submitted.
 - b. If request is not acceptable it shall be sent back to submitter with comments regarding reason for being returned.
 - c. Make every attempt to validate, resolve or respond to RFI by thoroughly researching and reviewing Contract Documents and field conditions.
 - d. Respond to RFI accordingly if review of RFI discloses a response or is related to coordination of construction or other issue not related to Contract Documents.
 - e. If unable to respond to request, it shall be restated in clear, concise, correct, complete and easily understood manner, and rewritten if necessary, additional information included if necessary, and only then submitted to Architect for response.
 2. Request for interpretation, clarification or explanation of Contract Documents shall be submitted to BNL in writing:
 - a. List specific Contract Documents reviewed when seeking information being requested.
 - b. Reference all applicable Contract Drawings by sheet number, section, detail, room number, door number, etc., Specifications by section and paragraph number, and reference any other relevant documents.
 - c. The field titled "Regarding" on attached RFI form must be clear for future reference in reports or correspondence.
 - d. Clearly state request and provide Contract Document references and any additional information needed so request can be fully understood, including sketches, photos or other reference material.
 - e. Fully assess issues, suggest any reasonable solutions and include various factors, including potential costs, schedule impacts, if any, and recommendations which will aid in determining a solution or response. If a reasonable solution can not be suggested, a statement to that effect should be so stated.
 - f. Indicate reason request is being submitted.
 - g. Any critical RFI's requiring a rapid response shall clearly indicate such with an explanation as to why RFI is critical.
 - h. Priority for responses shall be indicated when multiple RFI's are submitted within short period of time.
 3. Copies of responses to RFI's shall be distributed to all parties affected.
 4. A response to RFI shall not be considered a notice to proceed with a change that may revise the Contract Sum or Contract Time, unless authorized by BNL in writing.
 5. If response to RFI is determined incomplete, it shall be resubmitted with reason response is unacceptable and any necessary additional information within five (5) days of time of receipt of response to RFI.
 6. If determined or believed that additional cost or time is involved because of clarifications, interpretations or instructions issued by Architect in response to a RFI, resubmit RFI within five (5) days of receipt of response with reason and alternate solution or suggestion for performing work at no additional cost. If no other solution is possible or desirable, submit Claim in accordance with the Contract Documents with in twenty-one (21) days of receipt of response to the RFI.
- C. RFI Submittal Format:
1. Request for information shall be submitted to Architect on RFI form provided at end of this section, or form provided by Architect in electronic text file format, or in similar format acceptable to Architect:

- a. RFI's shall be assigned unique numbers in sequential order (1, 2, 3, 4, etc.).
 - b. A resubmitted RFI or a previously answered RFI requiring revising or further clarification shall be submitted using original RFI number proceeded by ".1" to indicate revision one of RFI (i.e.: RFI No. 34.1 for revision 1 to RFI No. 34).
 - c. RFI form shall be electronically filled out and emailed to Architect's designated representative in text file format. Attachments shall be in electronic text or PDF file format. Photo attachments may be in JPG format.
- D. Architect's Response to Request for Information (RFI):
1. Clarifications, interpretations and decisions of Architect in response to RFI will be consistent with intent of and reasonably inferable from Contract Documents, and will be in writing, and if determined to be necessary by Architect, will be provided in form of drawings and other attachments or both.
 2. When making such interpretations and initial decisions, Architect will endeavor to secure faithful performance by both BNL and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
 3. Architect's decisions on matters related to aesthetic effects will be final if consistent with intent expressed in Contract Documents.
 4. Architect will not undertake to settle differences between Contractor, Subcontractors, trades suppliers, fabricator or manufacturer, or act as arbiter as to which Subcontractor, trade, supplier or manufacturer is to furnish or install various items indicated or required.
 5. Architect shall provide responses to RFI's with reasonable promptness, but will endeavor to respond within twenty-one (21) days from date of receipt:
 - a. If multiple RFI's are submitted on same day or within a five (5) day period, review time may be extended by mutual agreement of parties
 - b. Architect will provide a written response to RFI if Architect believes response only involves an interpretation, clarification, supplemental information or orders a minor change in Work not involving an adjustment in Contract Sum or extension of Contract Time, and is not inconsistent with intent of Contract Documents, and shall be binding.
 - c. If Architect believes response may result in a change to Contract Sum or Contract Time, response will indicate that a change document will be issued for the response, and appropriate change document will be issued indicating changes to Contract Documents.
 - d. Architect will provide any additional or supplemental drawings, specifications or other information as Architect may deem necessary to facilitate response.
 6. Architect may return RFI without response for following reasons:
 - a. Unclear.
 - b. Incomplete.
 - c. Detailed information not provided.
 - d. Is related to construction means, methods or techniques.
 - e. Is related to health or safety measures.
 - f. Is due to Contractor's lack of adequate coordination.
 - g. Is considered a "Substitution Request."
 - h. Is due to non-conformance.
 - i. Response is required by another party.
- E. If requested information is available from careful study and comparison of Contract Documents, field conditions, other BNL-provided information, coordination drawings, or prior Project correspondence or documentation, Architect may invoice BNL as a change in services for costs involved in Architect's review, analysis, responding and processing of such RFI:
1. Contractor shall reimburse BNL for such costs.

END OF SECTION

REQUEST FOR INFORMATION

Project: _____ **RFI Number:** _____
Project No.: _____

To: (Architect) Action Info Pages _____
 (consultant?) Action Info Pages _____
 (other?) Action Info Pages _____

Regarding: _____
References: *(List specific Contract Documents researched when seeking the information being requested)*

Spec. No.: _____ **Dwg. No.:** _____

Request: *(Provide complete description of request with document references and sketches or photos if necessary, and present status of work)*

Requester's Recommended Solution: *(If RFI concerns a site or construction condition, provide a recommended solution, including cost & schedule considerations)*

Response Priority: Normal Rush (Work in progress)
Reason For Request: Existing Condition Non-conformance Clarification / Interpretation Agency Generated Other

Subcontractor: _____ **Date:** _____
CM/Contractor: _____

By: _____ **Date:** _____

Response:

- Above is considered a change. Following document will be used for processing: _____
- Above is consistent with intent of and reasonably inferable from Contract Documents, or makes minor changes in Work without change in Contract Sum or Contract Time. If Contractor does not agree, submit written notice substantiating claim in accordance with Contract Documents.
- This RFI is related to one of following and may be returned without response:
- | | | |
|---|---|--|
| <input type="checkbox"/> Incomplete or lack of detailed information | <input type="checkbox"/> Related to "means and methods" | <input type="checkbox"/> Response required by others |
| <input type="checkbox"/> Lack of adequate Coordination Drawings | <input type="checkbox"/> Is a "Substitution Request" | |

From: HDR Architecture, Inc.

By: _____ **Date:** _____

END OF FORM