SECTION 01 26 13
REQUESTS FOR INFORMATION (RFI)

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 the Government, Architect / Engineer and Contractor to expedite responses to RFIs and maintain progress of Work without utilizing other lengthy procedures.

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 Government.
   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. These obligations are for purpose of facilitating and coordinating construction and are not for purpose of discovering errors, omissions, or inconsistencies in Contract Documents.
4. 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.
5. 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 / Engineer’s interpretation.
6. Any errors, inconsistencies or omissions discovered in Contract Documents shall be reported promptly to Architect / Engineer as a properly prepared and timely RFI.
7. 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 the Contractor shall promptly report to Architect / Engineer any nonconformity discovered by or made known to Contractor as a RFI.
8. 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 / Engineer for response.

2. Request for interpretation, clarification or explanation of Contract Documents shall be submitted to the Government through Contractor.
   a. List specific Contract Documents researched 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 Government 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 the Government and or the Architect / Engineer 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 the Government and or Architect / Engineer on RFI form provided at end of this section, type electronic text file format, or in similar format acceptable to Architect / Engineer.

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 filled out, typed written, and mailed via Post to the Government's designated representative with all necessary enclosures.

D. RFI Submittal Process:

1. RFI's shall be processed and submitted to the Government through Contractor via mail to the designated representative. If the Government cannot answer the RFI, the Government will forward the RFI to the Architect / Engineer for response.

E. Government's Response to Request for Information (RFI):

1. Clarifications, interpretations and decisions of Government 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 the Government, will be provided in form of drawings and other attachments or both.

F. Architect / Engineer's Response to Request for Information (RFI):

1. The Architect / Engineer's Response to the RFI will be thru the Government. The Government will then review the Architect / Engineer's Response and make any additional response as necessary.
2. Clarifications, interpretations and decisions of Architect / Engineer 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 / Engineer , will be provided in form of drawings and other attachments or both.
3. When making such interpretations and initial decisions, Architect / Engineer will endeavor to secure faithful performance by both Government and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
4. Architect / Engineer's decisions on matters related to aesthetic effects will be final if consistent with intent expressed in Contract Documents.

5. Architect / Engineer 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.
6. The Government and Architect / Engineer 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 / Engineer will provide a written response to RFI if Architect / Engineer 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 / Engineer 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 / Engineer will provide any additional or supplemental drawings, specifications or other information as Architect / Engineer may deem necessary to facilitate response.
7. Architect / Engineer 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.

G. If requested information is available from careful study and comparison of Contract Documents, field conditions, other Government-provided information, coordination drawings, or prior Project correspondence or documentation, Architect / Engineer may invoice Government as a change in services for costs involved in Architect / Engineer’s review, analysis, responding and processing of such RFI.

1. Contractor shall reimburse Government for such costs.

H. Contractor and Subcontractors may anticipate receiving three hundred (300) clarifications, interpretations, orders for Minor Changes in Work or responses to valid requests for interpretations or clarifications of Contract Documents.

END OF SECTION

REQUEST FOR INFORMATION (RFI)

Project: **Expand Primary Design Legionella Prevention Measures and Monitoring**

RFI Number:

Project No.: **593-15-107**

To:

☐ **VA COR**	☐ Action	☐ Info	☐ Emailed	☐ Faxed	☐ Mailed	Pages ____
☐ **Architect**	☐ Action	☐ Info	☐ Emailed	☐ Faxed	☐ Mailed	Pages ____
☐ **Engineer**	☐ Action	☐ Info	☐ Emailed	☐ Faxed	☐ Mailed	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:** _____

cc: _____

Response:

☐ The above is considered a change. The following document will be used for processing and approval: _____

☐ The above is consistent with the intent of and reasonably inferable from Contract Documents, or makes minor changes in the 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 the following & may be returned without response:

☐ Incomplete or lack of detailed information	☐ Related to "means & methods"	☐ Response required by others
☐ Lack of adequate Coordination Drawings	☐ Is a "Substitution Request"	☐ Information contained in documents

From: _____

By: _____ **Date:** _____

cc: _____

END OF FORM