

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01230 - CONSTRUCTION PHASE CLARIFICATIONS -  
REQUESTS FOR INFORMATION FROM ARCHITECT'S OFFICE

PART 1 - GENERAL

1.01 SUBMISSION OF ARCHITECT'S RFI FORM:

- A. In addition to the requirements of General Conditions, Articles 1.1.10, 1.1.11, 1.26, 3.12, 4.2, 4.3, 4.4, 7.1, 7.2, 7.3, 7.4, 7.5 and 13.4 (and all other Articles as deemed applicable by the Architect), each Prime Contractor shall comply with the following wherever it applies to the work of his contract:
1. Each Prime Contractor shall prepare and submit, on the Architect's attached form (see last page of this specification section), an original Request For Information (RFI) to Architect's Office, for all questions which may arise during post-bid award activities which are to be directed to the office of the Architect. This form shall be submitted before commencement of any work, which may be in question. (Commencement of work in question shall constitute complete acceptance of field conditions and necessary remedial repairs as directed by the Architect, and work shall be conducted at no additional charges to the Owner.) The RFI form shall indicate, at the bare minimum, the following information:
    - a. Date of Request and RFI number.
    - b. Project Name and Project Number: reflecting title sheet information, including SED number.
    - c. Attention of: Name of Architect in Charge/Project Director/Project Manager.
    - d. From: Name of submitting Prime Contractor representative, including his project title, office or field office phone number, and fax number.
    - e. Trade: The Prime Contract, which is being represented.
    - f. Date Information Required By: Fill in exact date information is required. "ASAP" or "IMMEDIATELY" will not be acknowledged by the Architect's office.
    - g. Detailed description of requested item.
  2. Note to all Prime Contractors: *Request For Information forms shall be used for requests, clarifications, or questions on contract drawings and specifications, **not** contract terms, scheduling items, or general correspondence, or as a means to describe or request approval of alternate construction means and methods, concepts, substitutions, materials, or systems. Each individual Prime Contractor is to fill out the Architect's RFI form completely (leaving no blanks) and send them DIRECTLY*

*via fax to the Architect's Office, with a concurrent copy to the Construction Manager's office. Neither the Architect nor the Construction Manager will be filling out these forms on your behalf, but they will be working with each other and the Owner to answer such RFIs. Incomplete RFI forms will not be logged in, and will be discarded. It shall not be the Architect's responsibility to contact any Prime Contractor submitting RFIs to verify their completeness or accuracy.*

- B. RFI Log: Each Prime Contractor shall be responsible to generate an RFI log, to be updated and submitted weekly to the Architect and the Construction Manager. Examples of acceptable log format can be obtained from the office of the Construction Manager. Log shall include, at bare minimum, the following items:
- a. Date of submittal to Architect's office, and method of transmittal.
  - b. Date of response from Architect's office.
  - c. If not yet responded to, number of days since submittal.
  - d. In Prime Contractor's opinion, list of affected trades impacted by the results.

#### 1.02 LIMITATIONS:

- A. Requests for information shall be made in full accordance with A.I.A. Standard Document B141-1997 (Standard Form of Agreement Between Owner and Architect), Article 2.6, Contract Administration Services, Items 2.6.1.5, 2.6.1.6, and 2.6.1.7. The Architect agrees to the following actions with regard to "Requests For Information" which are received by his office:
1. The Architect shall review properly prepared, timely requests by the Contractor for additional information about the contract documents. A properly prepared Request for Additional Information about the Contract Documents shall be in a form prepared or approved by the Architect, and shall include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested (A.I.A. B-141-2.6.1.5).
  2. If deemed appropriate by the Architect, the Architect shall, on the Owner's behalf, prepare, reproduce, and distribute supplemental drawings and specifications in response to Request For Information by the Contractor (A.I.A. B-141-2.6.1.6).
  3. The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the contract documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness (A.I.A. B-141-2.6.1.7).

4. Based upon the amount of RFIs received, and their content, unless otherwise so indicated on the RFI, the Architect shall establish the level of importance of said RFIs, and shall be allowed sufficient time in the Architect's professional judgement to permit adequate review. Prior to submitting any RFIs, each Prime Contractor shall use their individual discretion in determining whether or not an RFI format or verbal format be used to resolve said situation.
5. In the event of multiple sequential RFIs received same day at the Architect's office, *unless they are specifically numbered by the Prime Contractor for their order of relative importance*, they will be reviewed either: a) in the time order in which they were received by the Architect's office, b) in their natural progressive order of construction placement, or c) in order of preference, as determined by the Architect.
6. As a result of multiple sequential RFI submission, no delays in time, or Prime Contractor hard or soft costs shall be implied or imposed onto the Architect. It is the Prime Contractor's complete responsibility to adhere to the prepared Construction Schedule at all costs, including extended delays, which may be incurred by time required for RFI responses from the Architect's office.
7. Should an answer be required 'immediately', the Prime Contractor shall simply place an asterisk by the date required to call attention to such a fact. He shall coordinate his own work forces accordingly to allow the Architect proper review and analysis time for resolution of such 'immediate' problems.
8. *It shall be the Prime Contractor's complete responsibility* to document any verbal responses, into either follow-up RFI submittals or formal letters (on company logo stationery) to the Architect's office. Upon receipt, the Architect will review and make modifications to the correspondence if it varies in content from the Architect's interpretation. This will eliminate confusion or misunderstandings made in verbal form.
9. The Architect shall be the sole interpreter of all RFI validity, as the RFI is based on products of service produced by the Architect's office. The Architect reserves the right to reject any and all RFIs deemed frivolous or trivial.
10. As work in question is directed to the Architect for his sole response, only the attached Architect's RFI form will be considered as final and binding.

#### 1.03 LOG-IN PROCEDURE FOR ALL RFI REQUESTS

- A. Log-in procedures are based on the normal business hours of the Architect's office, and **will not be modified for any reason**. The Architect's normal business hours are 8:00 a.m. to 5:00 p.m., EST, Monday through Friday. **All RFIs shall be reviewed by the Architect's office during normal business hours**. The Architect's office is closed on the following legal holidays: New Year's Day, President's Day, Memorial Day, Labor Day, Thanksgiving Day and the day following, and Christmas Day. **Under no circumstances shall the Architect's office be considered or assumed as open for business on Saturdays, Sundays, or legal holidays**.
  
- B. Any RFIs, which are received between 8:00 a.m. and 2:59:59 p.m. on a normal business day, will be received and logged in as received on that business day. Any RFIs, which are received and logged in by the Architect's Office at 3:00 p.m. or later (Eastern Standard Time) on a normal business day shall be considered as received at 8:00 a.m. the following business day. Any RFIs received by the Architect's office at or after 3:00 p.m. on Fridays will be logged in as received at 8:00 a.m. on the next following business day (Monday), In the case of the following calendar day being a holiday, the RFI shall be considered as received on the next non-holiday business day at 8:00 a.m. **All receipt times shall be as determined by the received time stamped and signed in by the Architect's office**.

#### 1.04 PROPER SEQUENCING OF RFI SUBMISSIONS

- A. It is the Prime Contractor's sole responsibility to fully coordinate submission of RFI forms with shop drawing and technical data submittals made or yet to be made. The Prime Contractor must coordinate each RFI with requirements of work and the contract documents.
  
- B. The Prime Contractor's responsibility for deviations in submissions from requirements of contract documents is not relieved by Architect/Engineer's review of RFIs or associated submissions, unless the Architect gives written acceptance of specific deviations.
  
- C. The Prime Contractor's responsibility for errors and omissions in submissions or RFIs is not relieved by the Architect's review of submissions or RFIs.
  
- D. In conformance with Section 01300 - Submissions, notify the Architect in writing at *time of shop drawing/technical data submission* of deviations in submissions from requirements of contract documents. Do not wait until RFI is prepared to inform the Architect's office of planned deviations.
  
- E. Similar to Section 01300 - Submissions, no portion of the work requiring RFI clarifications shall be started, fabricated, or installed until return of Architect's formal response, including any supplemental information the Architect deems relevant for clarification.
  
- F. After response to RFI, the affected Prime Contractor shall distribute copies of the RFI responses to all parties requiring

same for coordinating all subsequent work. The Architect's only responsibility shall be to supply one copy of each RFI resolution to: the Construction Manager, the Owner, and the affected Prime Contractor who initiated the RFI.

- G. The affected Prime Contractor shall make required copies of all RFI resolutions for distribution to all affected parties immediately upon receipt and review of same.

1.05 AFFECT OF RFI RESPONSES ON THE PRIME CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. All Prime Contractors shall note well that the Architect is not legally bound to their approved construction schedules; the Prime Contractors are the only parties legally bound therein. The Architect is not required to expedite any reviews or comments in the effort to expedite the Prime Contractors' submission and/or construction schedules. Therefore, time delays created by the Architect's required review time of each RFI shall be absorbed into the Prime Contractor's work schedule accordingly. This may necessitate such Prime Contractor measures as: multiple work crews, off-hour or weekend construction by the affected Prime Contractor(s), to be completed at no additional costs to the Owner. For this reason, it is imperative that each Prime Contractor carefully review all documents as early as possible, in order to issue RFIs by the earliest possible date.
- B. Any RFIs which are relative to an alteration, to the approved contractual details, or specifications will be specifically referred to the Architect's office with relative time differences noted. Any additional time required for alterations, if RFIs are approved, shall have all additional costs (if any) absorbed directly by the Prime Contractor affected. ***Should other Prime Contractors be directly affected in either labor, material, or equipment costs, their additional costs shall be borne by the Prime Contractor who initiated the RFI.***

1.06 AFFECT OF RFI FORMS ON CONTRACTOR PREPARATION, AND PREPARATION OF SHOP DRAWINGS, SAMPLES, MANUFACTURER'S DATA, ETC.

- A. It is the responsibility of the Contractor furnishing and/or installing materials and/or systems to these projects to field verify all existing and/or as-built conditions, as well as all conditions presently under construction that are interrelated in whole or in part to the furnishing and/or installing of such materials and/or systems. Submissions of RFI forms are at the sole discretion of each Prime Contractor.
- B. It is the responsibility of each Prime Contractor to coordinate such field verification and be ultimately responsible for the accuracy of same prior to the submission of any RFI forms or shop drawings for design intent review by the Architect/Engineer.
- C. Similar to submittal information indicated in Section 01300 - Submissions, all RFIs initiated by any subcontractor and/or supplier of the Prime Contractor and/or supplier of the Prime Contractor or by the Prime Contractor themselves shall be reviewed by and shall be deemed officially submitted by the Prime Contractor. All RFIs shall be thoroughly checked by the Prime Contractor prior to the submission of same to the Architect's office for: contract document accuracy, validity and/or equivalency (if applicable); total quantity of material provided; all dimensioning systems related; alteration to same if necessary to accommodate accepted field changes built or pending; interaction with other materials and/or systems furnished and/or installed by this Prime Contractor or their subcontractors (i.e., field measurements for space allocation,

accuracy to previous submittals of this Prime Contractor, etc.); and interaction with materials and/or systems provided by other Prime Contractors.

- D. After the completion of applicable RFIs, when submitting subsequent revised technical data or revised shop drawings, the Prime Contractor shall signify same on subsequent submittal by having the following information on each and every submittal:
- Name of Prime Contractor
  - Date of Review by Prime Contractor
  - Note: This submittal has been reviewed by (Name of Prime Contractor) in accordance with the contract documents describing and defining the requirements of such review, with affected RFI number attached.
  - Copy of approved RFI, indicating Architect's final comments.
  - Signature of Prime Contractor's reviewer.
  - Name of Prime Contractor's reviewer (printed).
  - Title of Prime Contractor's reviewer (printed).
- E. The Prime Contractor shall submit in writing to the Architect and Construction Manager, prior to their relevant revised or initial submissions, the name and title of the reviewer who shall be an employee of the Prime Contractor for review and acknowledgment of same, along with the recommended RFI from the Architect's office.
- F. As this project has a Construction Manager who is acting on the Owner's behalf and who has full-time construction site representation, the scheduling of all RFIs, submissions, the coordination, and interaction of other prime contractors, field conditions that affect the submission of, fabrication of, or installation of another Prime Contractor's submission, fabrication, or installation shall be made known to the Owner's Representative. Refer to Section 01300 - Submissions for additional relevant information.
- G. Any resultant construction field condition that arises that is contrary to an RFI or submission made, that is conflicting with another Prime Contractor's submission, the schedule for construction, or with another Prime Contractor's constructed work shall be immediately identified by the Prime Contractor(s) and made known to the Owner's Representative. If such condition causes any construction schedule delay, "rereview" by the Architect/Engineer, additional work of the Architect/Engineer (such as field review, "redesign" or document preparation); or "reconstruction" of any work already built and/or accomplished by another Prime Contractor, the connection to such conditions (and any associated costs to accomplish same) shall be the sole responsibility of the Prime Contractor found negligent in causing such conditions.
- H. Any RFI not containing complete information outlined and required as indicated within the above subsections will not be reviewed by the Architect for design intent, but rather rejected and discarded, so all Prime Contractors must insure that no blanks are left on their submitted RFIs. All time lost as a result of this error will be the sole responsibility of the Prime Contractor who made the error.

- I. Any RFI submitted by the Prime Contractor that requires subsequent coordination with another material and/or system provided by this Prime Contractor or another Prime Contractor that has been reviewed, by that Prime Contractor and previously submitted to the Architect may be rejected in whole or part by the Architect, or held in abeyance by same until the corresponding and coordinating submittals are submitted as the concurrent review of all such submittals for design intent, may be deemed important by the Architect. Any release given any entity other than the Architect to fabricate, furnish, and install any material or system not reviewed by the Architect for design intent shall become the sole responsibility of the releasing entity as well as the resolution of construction related issues or conflicts, relative to approved or disapproved RFIs.
  
- J. In addition, the Prime Contractor shall not utilize nor refer to any schedule of work not created nor provided by the Architect. The Prime Contractor's method in establishing, defining, and/or substantiating their ability to maintain the schedule presented in these contract documents and as prepared by the Owner's representative shall be exclusive of a defined time period of submittal review, and shall not be dependent upon RFI approval or time delays incurred.
  
- K. Similar to Item 1.03L of Section 01300 - Submissions, the rejection or abeyance noted in the above subparagraph shall not be considered a delay or a reason for an extension of time in the construction schedule to the contract, as such cause for same shall have been brought upon by the Prime Contractor not providing the "pre-coordination" necessary for such submissions.

PART TWO - PRODUCTS

Not Applicable.

PART THREE - EXECUTION

Not Applicable.

**END OF SECTION**