# SECTION 01340

# REQUESTS FOR INTERPRETATION (RFI)

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SECTION INCLUDES

A. Procedures for submitting requests for interpretation (RFI).

B. Limitations on use of RFI to obtain interpretation and clarification.

### 1.3 RELATED SECTIONS

A. Section 01310 - Coordination: Requirements for organizing and coordinating the Work.

B. Section 01330 - Submittals Procedures: Restriction on use of submittals for changes in materials, products, equipment and systems.

C. Section 01630 - Product Substitution Procedures: Procedures for requesting substitutions of materials, products, equipment and systems.

### 1.4 DEFINITIONS

A. Request for Interpretation: A document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as an RFI.

### 1.5 CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

A. Contractor's Requests for Interpretation (RFIs): Should Contractor be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the Contractor shall request that the Architect make an interpretation of the requirements of the Contract Documents to resolve such matters. Contractor shall comply with procedures specified herein to make Requests for Interpretation (RFIs).

B. Submission of RFIs: RFIs shall be prepared and submitted on a form provided by the Architect.

1. Forms shall be completely filled in, and if prepared by hand, shall be fully legible after copying by xerographic process.

2. Each RFI shall be given a discrete, consecutive number.

3. Each page of the RFI and each attachments to the RFI shall bear the University's project name, project number, date, RFI number and a descriptive title.

4. Contractor shall sign all RFIs attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement from Contractor to University for fees charged by Architect, Architect's consultants and other design professionals engaged

by the University.

C. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by Contractor. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the Contractor.

1. Contractor shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.

2. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the Contractor's responsibility.

3. Contractor shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.

D. Requested Information: Contractor shall carefully study the Contract Documents, in particular, Article 5 of the Contract General Conditions, to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.

1. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the Contractor shall furnish all information required for the Architect or University's Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the Contractor shall proceed.

2. If information included with this type RFI by the Contractor is insufficient, the RFI will be returned unanswered.

E. Unacceptable Uses for RFIs: RFIs shall not be used to request the following::

1. Approval of submittals (use procedure specified in Section 01330 - Submittals Procedures)

2. Approval of substitutions (refer to Section 01630 - Product Substitution Procedures)

3. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Contract General Conditions, as discussed in detail during pre-construction meeting)

4. Different methods of performing Work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Contract General Conditions).

F. Disputed Requirements: In the event the Contractor believes that a clarification by the University's Representative results in additional cost or time, Contractor shall comply with Article 5 of the Contract General Conditions.

G. RFI Log: Contractor shall prepare and maintain a log of RFIs, and at any time requested by the University's Representative, the Contractor shall furnish copies of the log showing all outstanding RFIs.

H. Review Time: Architect will return RFIs to Contractor and University's Representative within seven calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the seven-calendar day response period.

## PART 2 - PRODUCTS

Not Applicable to this Section.

## PART 3 - EXECUTION

Not Applicable to this Section.

**END OF SECTION**