

Minutes should be reviewed for accuracy and completeness and, minutes together with any amendments, should be distributed to all parties.

Refer to Chapter 2.3.11, *Contract Administration — Field Functions*, for a discussion of site meetings and for “Checklist: Suggested Agenda for the Pre-construction Meeting.”

Refer to Chapter 2.4, *Sample Forms for the Management of the Project*, for a form and example of “Minutes of Meeting.”

Requests for Information

A Request for Information (RFI) is useful throughout the design and construction of a building project as a tool for the owner, architect, contractor or other party to request information from each other that cannot readily be obtained through research, document review, or other reasonable means. During the construction phase of a project, the general contractor, who is unable to find the information through review of the contract documents, often seeks information from the architect or the architect’s consultants. The RFI is a procedure for the contractor to request clarifications when the intent of the contract documents is:

- unclear,
- incorrect, or
- information is missing.

For more information on Requests for Information and some possible pitfalls in using RFIs, refer to Appendix A – Requests for Information at the end of this chapter. For a sample form refer to Chapter 2.4, *Sample Forms for the Management of the Project* under Section 3, Forms for Contract Administration.

Supplemental Instructions

The architect (sometimes with the assistance of consultants) issues Supplemental Instructions to **clarify** or **interpret** the contract documents. Supplemental Instructions can also be issued to provide direction to the contractor concerning a problem which may have resulted during the course of construction.

If the Supplemental Instruction involves changes to the contract price or to the contract time, the architect should issue a Change Order or Change Directive.

Refer to CCDC 24, *A Guide to Model Forms and Support Documents (for use with CCDC 2)*, for the information to be contained in a Supplemental Instruction and for a sample form.

Change Orders

Change Orders cover adjustments to the scope of work that require a change changes to the **contract price** or **contract time**. Sometimes the process for making changes can be demanding and time-consuming. Change Orders are required for the following reasons:

- additional requirements or changes in the requirements made by the client/owner;
- new or different interpretation of requirements by Authorities Having Jurisdiction;
- work not described in the contract documents;
- work inaccurately or incorrectly described in the contract documents;
- substitutions which may affect the contract time or contract price.

Proposed Change

The process is usually started by the issuance of a form known by one of the following terms:

- Proposed Change;
- Notice Of Change;
- Contemplated Change Order; or
- Change Notice.

CCDC recommends the term “**Proposed Change**.” The purpose of this form is to alert the contractor to the proposed change and to provide the contractor an opportunity to submit a quotation for additional cost (or credit) or a change in time (if any) for the proposed change.

Change Directive

If the contractor’s price cannot quickly be agreed to, the architect may issue a Change Directive if the proposed changes are within the general scope of work described in the contract documents. A Change Directive avoids delays and permits work to proceed while negotiations continue over the price of the proposed change.

Change Order

The Change Order is the final form which indicates the agreement between the client/owner and the contractor on specific additions, deletions or revisions to the contract documents.

Appendix A - Requests for Information

A Request for Information (RFI) is useful throughout the design and construction of a building project as a tool for the owner, architect, contractor or other party to request information from each other that cannot readily be obtained through research, document review, or other reasonable means.

This Appendix focuses on the uses of a RFI during the construction phase of a project, when the general contractor is usually seeking information from the architect or the architect's consultants and is unable to find the information through review of the contract documents. The RFI is a procedure for the contractor to request clarifications when the intent of the contract documents is:

- unclear,
- incorrect,
- or, information is missing.

RFIs can contribute significantly to the smooth progress of construction, particularly when they are submitted well in advance, giving the architect and consultants time to clarify or correct a potential problem before it becomes a matter that could delay the progress of the work.

A new form has been developed for this purpose, Request for Information, based on AIA Document G716 – 2004, and a sample is included in Chapter 2.4, Standard Forms for the Management of the Project under Section 3, Forms for Contract Administration.

In all cases, it is the responsibility of the architect to provide the information or answer, with input from consultants when appropriate, either by issuing a Supplemental Instruction if there is no change to the Contract Price or Contract Time or, if changes are necessary, by initiating a Proposed Change, followed by either a Change Directive or a Change Order.

Some general contractors abuse the RFI process by issuing an excessive number of unnecessary or “frivolous” RFIs. There are several possible reasons for this:

- to ask the architect is easier than taking the time to find information readily available within the contract documents;
- to attempt to transfer to the architect the contractor's responsibility for acts or omissions (refer to the General Conditions, GC1.3.2 and GC1.3.3 of RAIC Document 6, 2002);
- to imply non-existent errors or omissions in the documents to support claims for additional work;
- to set up circumstances to support subsequent unjustified delay claims; or
- to discredit the architect's competence while, at the same time, promoting the contractor's mastery of the construction process.

The prudent architect ensures that the client/architect agreement includes provisions for appropriate compensation by the client for additional work related to:

- changes to the Contract Price or Contract Time resulting from RFIs, or
- changes in scope initiated by the client.

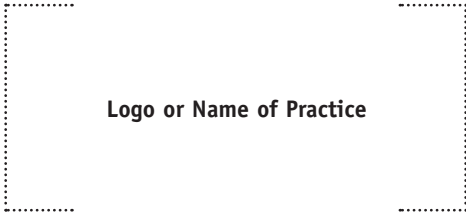
Whatever the reason for the request, the architect is obliged to respond to every RFI, however frivolous, unjustified or unnecessary. As a result, the architect must commit a significant amount of time and effort in answering unnecessary RFIs, for which there is no established means of being compensated. It is not reasonable that the architect should have to absorb the related costs if a general contractor consistently abuses the RFI process, but it would also not be reasonable to expect the client to bear costs resulting from such unacceptable behaviour by the contractor.

In order to ensure that the architect will be reimbursed for the expense of responding to unnecessary RFIs issued by the general contractor, consideration should be given to adding the following Supplementary Condition to the CCDC 2 General Conditions, revising GC 5.8 Withholding of Payment to state:

- the architect may determine that certain RFIs issued by the contractor are unnecessary and shall, in responding to such unnecessary RFIs, give the reasons for the determination in each case;
- if the contractor continues to issue unnecessary RFIs, the architect, after having identified a minimum of five [for example] RFIs as unnecessary, will invoice the client for the additional administrative cost of responding to each of the subsequent unnecessary RFIs;
- the architect will notify the contractor and client each time such an additional administrative cost is charged;
- the client shall reimburse the architect for the monthly total of such additional administrative costs; and
- the monthly total of such additional administrative costs shall be charged to the general contractor by showing the monthly total as a credit on each subsequent Certificate for Payment. This constitutes a change to the contract price and must be handled as a Change Order.

In addition, the AIA Document G716 – 2004 Instructions, which accompanies the standard AIA form Request for Information (“RFI”), Document G716 – 2004, states under “Purpose”:

“...The RFI is utilized to obtain information that the requesting party cannot obtain through research, document review, or other reasonable means. A RFI that is already contained or provided for in the contract documents may result in additional administrative charges ...”



Logo or Name of Practice

Request for Information

RFI No. _____

To:

From:

Project:

Issue Date:

Project no.

Requested Reply Date:

Copies to:

Description of Request:

(fully describe the question or type of information requested)

References / Attachments:

(List specific documents researched when seeking information requested, including specifications and drawings)

Recommendation or Direction to Contractor:

(if RFI concerns a site or construction condition, the sender may provide a recommended solution)

Reply:

(Provide answer to RFI, including cost and/or schedule considerations)

Response contained in contract documents

yes

no

By: _____ **Date:** _____

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