SPECIFIER NOTE: This version is for use with Construction Management contracts… HIDE OR DELETE THIS NOTE.

1. **GENERAL**
   1. **General Instructions**
      1. Read and be governed by Conditions of the Contract and other Sections of Division 01.
   2. **Request For Information (RFI)**
      1. A request for information (RFI) is a formal process used during the Work to obtain an interpretation of the Contract Documents or to obtain additional information.
         1. An RFI shall not constitute notice of claim for a delay.
   3. **Submittal Procedures:** 
      1. Number RFI’s consecutively in one sequence in order submitted, in numbering system as established by the Construction Manager and agreed to by the Consultant.
      2. Submit one distinct subject per RFI form. Do not combine unrelated items on one form.
      3. RFI form:
         1. Submit RFI’s to the Construction Manager on "Request for Information” form, appended to this section. The Consultant shall not respond to an RFI except as submitted on this form.
         2. Where RFI form does not have sufficient space to provide complete information thereon, attach additional sheets as required.
         3. Submit with RFI form all necessary supporting documentation.
      4. RFI log:
         1. Maintain log of RFI’s sent to and responses received from the Consultant, complete with corresponding dates.
         2. Submit updated log of RFI’s with each application for payment submission.
      5. Submit RFI’s sufficiently in advance of affected parts of the Work so as not to cause delay in the performance of the Work. Costs resulting from failure to do so will not be paid by the Owner.
      6. Trade Contractors shall submit RFI’s only through the Construction Manager.
      7. RFI’s submitted by Trade Contractors or Suppliers directly to the Consultant shall not be accepted.
   4. **Screening of RFI’s** 
      1. Trade Contractor and Construction Manager shall satisfy themselves that an RFI is warranted by undertaking a thorough review of the Contract Documents to determine that the claim, dispute, or other matters in question relating to the performance of the Work or the Interpretation of the Contract Documents cannot be resolved by direct reference to the Contract Documents.
      2. Construction Manager shall describe in detail this review on the RFI form as part of the RFI submission. RFI submittals that lack such detailed review description, or where the detail provided is, in the opinion of the Consultant, insufficient, shall not be reviewed by the Consultant and shall be rejected.
   5. **Response to RFI:** 
      1. Consultant shall review RFI’s from the Construction Manager submitted in accordance with this section with the following understandings:
         1. Consultant's response shall not be considered as a Change Order or Change Directive, nor does it authorize changes in the Contract Price or Contract Time or changes in the Work.
         2. Only the Consultant shall respond to RFI’s. Responses to RFI’s received from entities other than the Consultant shall not be considered valid.
   6. **Response Timing** 
      1. Allow 5 Working Days for review of each RFI by the Consultant.
      2. Consultant's review of RFI commences on date of receipt of RFI submission by the Consultant from Construction Manager and extends to date RFI returned by Consultant.
      3. When the RFI submission is received by Consultant before noon, review period commences that day. When RFI submittal is received by Consultant after noon, review period begins on the next Working Day.
      4. If, at any time, the Construction Manager submits a large enough number of RFI’s or the Consultant considers the RFI to be of such complexity that the Consultant cannot process these RFI’s within 5 Working Days, the Consultant, will confer with the Construction Manager and the originator of the RFI within 3 Working Days of receipt of such RFI’s, and the Consultant, the Construction Manager, and the Trade Contractor will jointly prepare an estimate of the time necessary for processing same as well as an order of priority among the RFI’s submitted. The Construction Manager and originator shall accommodate such necessary time at no increase in the Contract Time and at no additional cost to the Owner.
2. **PRODUCTS**
   1. **Not Used.**
3. **EXECUTION**
   1. **Not Used.**

**END OF SECTION 01 26 15**

|  |  |  |  |
| --- | --- | --- | --- |
| **Construction Mgr:** |  | **RFI Number:** | **RFI-** |
|  |  | **Date Prepared:** |  |
|  |  | **File:** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Trade Contractor:** |  | **RFI from:** |  |
| **Attention:** |  |  |  |

| **RFI Item** | **Question** | **Spec/Detail Ref** |
| --- | --- | --- |
| 1 | List RFI items here or refer to attached RFI document from trade contractor. |  |
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**Note:** The following response provides an answer to the request for information noted herein. Proceeding with work in accordance with this response indicates Construction Manager’s and the Trade Contractor’s acknowledgment that there will be no change in the Contract Price and/or Contract Time. If the Trade Contractor believes that this response affects the Contract Price or Contract Time, the Trade Contractor shall promptly notify the Construction Manager and the Consultant.

| **RFI Item** | **Response** |
| --- | --- |
|  |  |
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| --- | --- | --- | --- |
| **RFI Response by:** |  | **Date:** |  |
|  |  |  |  |

**Attachments**

list attachments or state "none"