# General

## Summary

* + 1. The Work of this Section includes, but is not limited to the following:
       1. Schedule of Labour Rates
       2. Requests for Interpretation (RFIs)
       3. Supplemental Instructions
       4. Method of Contract Price Adjustment - Change Orders
       5. Method of Contract Price Adjustment - Change Directive

## Schedule of labour rates

**RoD SPEC NOTE:** The purpose of this requirement is to provide, at the outset of the contract, an agreed upon basis for valuing the labour component of all Change Orders, so as to eliminate the need to negotiate labour rates on each individual Change Order.

**RoD SPEC NOTE:** Only use article on **larger, complex Projects where a higher volume of Change Orders** can be expected.

* + 1. Prior to the first application for payment, submit for the Consultant’s review a schedule of labour rates for all trades and classifications of trades, such as journeymen, apprentices, and foremen that will be employed in the Work. Provide a breakdown of payroll burden component of labour rates.
    2. Labour rates shall reflect the salaries, wages, and benefits paid to personnel in the direct employ of the Contractor, Subcontractors, and sub-Subcontractors, stated as hourly rates, that will be used when:
       1. Preparing price quotations for Change Orders, and;
       2. Determining the cost of work attributable to Change Directives.
    3. Labour rates stated in the schedule of labour rates shall be consistent with rates that will actually be paid, and payroll burden costs that will actually be incurred, in the normal performance of the Work, during regular working hours. Labour rates shall not include any additional overhead and profit component.
    4. Where collective agreements apply, the labour rates shall not exceed those established by collective agreement.
    5. Obtain the Owner’s written acceptance of the schedule of labour rates before submitting the first Change Order quotation.
    6. Accepted schedule of labour rates will be used solely for evaluating Change Order quotations and cost of performing work attributable to Change Directives.
    7. The Contractor may request amendments to the accepted schedule of labour rates if changes in the labour rates that will actually be paid, or payroll burden cost that will actually be incurred, in the normal performance of the Work can be demonstrated. Obtain the Owner’s written acceptance of such changes.

## Request for interpretation (RFI)

* + 1. A request for interpretation (RFI) is a formal process used during the Work to obtain an interpretation of the Contract Documents.
    2. Submittal procedures:
       1. RFI form:
          1. Submit Contractors’ standard RFI on “Request for Interpretation” form. The Consultant shall not respond to an RFI except as submitted on an RFI form.
          2. Where RFI form does not provide sufficient space for complete information to be provided thereon, attach additional sheets as required.
          3. Submit with RFI form necessary supporting documentation.
       2. RFI log:
          1. Maintain log of RFIs sent to and responses received from the Consultant, complete with corresponding dates.
          2. Submit updated log of RFIs with each progress draw submittal.
       3. Submit RFIs 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 this will not be paid by the Owner.
       4. RFIs shall be submitted only to the Consultant.
       5. RFIs shall be submitted only by Contractor. RFIs submitted by Subcontractors or Suppliers shall not be accepted.
       6. Number RFIs consecutively in one sequence in order submitted.
       7. Submit one distinct RFI per RFI form.
       8. Consultant shall review RFIs from the Contractor 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 RFIs. Responses to RFIs received from entities other than the Consultant shall not be considered.
       9. Allow five (5) Working Days for review of each RFI by the Consultant.
          1. Consultant’s review of RFI commences on date of receipt by the Consultant of RFI submittal and extends to date RFI returned by Consultant.
          2. When the RFI submittal 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.
       10. Contractor shall satisfy itself 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.
       11. Contractor 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.

## Supplemental Instructions

* + 1. The Consultant may issue Supplemental Instructions to provide clarifications to the Contract Documents, provide additional information, or make minor variations in the Work not involving adjustment in the Contract Price or Contract Time.
    2. If the Contractor considers a Supplemental Instruction to require an adjustment in Contract Price or Contract Time, the Contractor shall promptly notify the Consultant and the Owner in writing and shall not proceed with any work related to the Supplemental Instruction pending receipt of a Change Order, a Change Directive, or, in accordance with the dispute resolution provisions of the General Conditions of Contract, a Notice in Writing of a dispute and instructions to proceed.

## Method of Contract Price adjustment - Change Orders

* + 1. Unless otherwise agreed, the adjustment of the Contract Price on account of a proposed change in the Work shall be based on a quotation for a price increase or decrease to the Contract Price regardless of the Contractor’s actual expenditures and savings.
    2. For procedures and fees associated with Change Orders, refer to GC 6.2 Change Order within CCDC 2-2020 and Appendix B - Supplementary Conditions.

## Method of Contract Price adjustment - Change Directives

* + 1. Unless the Owner and the Contractor reach an earlier agreement on the adjustment to the Contract Price by means of a Change Order that cancels the Change Directive, the adjustment in the Contract Price for change carried out by way of a Change Directive shall be determined as specified in GC 6.3 Change Directive within CCDC 2-2020 and   
       Appendix B - Supplementary Conditions.

# Products – not used

# Execution – not used

End of section