

SECTION 16708

CORRECTION OF COMMUNICATIONS SYSTEMS DEFICIENCIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Definitions: As used in this Section
- B. General Conditions
- C. Deficiencies of Accepted Communications System Materials, Equipment, Systems or Subsystems
- D. Pre-Acceptance Recognition of Deficiencies in Communications System Materials, Equipment, Systems or Subsystems
- E. Time for Performance, Contract Price
- F. Transportation Charges
- G. Failure to Correct
- H. Correction of Deficient Replacements and Re-performances
- I. Disassembly/Reassembly Expense
- J. Warranties

1.02 RELATED SECTIONS

- A. All 16700 and 16800 - Series Sections

1.03 DEFINITIONS: AS USED IN THIS SECTION

- A. Deficiency:
 - 1. Communications System materials or equipment will be regarded as having a deficiency if a type of material or equipment in like service accumulates a failure rate greater than five percent within a period of 24 months following final acceptance by the Authority.
 - 2. Communications System systems or subsystems will be regarded as having a deficiency if they exhibit any condition or characteristics which are not in compliance with the requirements and intent of this Contract anytime during a period extending for 24 months following their final acceptance by the Authority.
- B. Correction
 - 1. Correction of Communications System materials or equipment exhibiting a failure rate greater than five percent means taking of any and all actions necessary to correct the deficiencies, including removal and replacement of all pieces of material or equipment in like service in a manner satisfactory to the designated Resident Engineer.
 - 2. Correction of Communications System systems or subsystems exhibiting one or more deficiencies means taking any and all actions to eliminate any and all deficiencies in a manner satisfactory to the designated Resident Engineer.

1.04 GENERAL CONDITIONS

- A. The rights and remedies of the Authority provided in this Section:
 - 1. Shall not be affected in any way by any other provisions under this Contract concerning the conclusiveness of inspections and acceptance, and;
 - 2. Are in addition to and do not limit any rights afforded to the Authority by any other Section of this Contract.
- B. This Section shall apply only to those deficiencies discovered by either the Authority or the Contractor within 24 months after acceptance.
- C. The Contractor shall not be responsible under this Section for the correction of deficiencies in Authority-furnished property, except for deficiencies in installation, unless the Contractor performs or is obligated to perform any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of deficiencies to the extent of such modifications or other work.
- D. The Contractor shall not be responsible under this Section for the correction of deficiencies caused by the Authority.

1.05 DEFICIENCIES OF ACCEPTED COMMUNICATIONS SYSTEM MATERIALS, EQUIPMENT ,SYSTEMS OR SUBSYSTEMS

- A. Notice of Deficiency to Contractor: If the Contracting Officer determines that a deficiency exists in any of the Communications System materials, equipment, systems or subsystems provided to the Authority under this Contract, he will promptly notify the Contractor of the deficiency, in writing, within 30 days.
- B. Recommendation for Correction: Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted Communications System materials, equipment, systems or subsystems, the Contractor shall promptly submit to the Contracting Officer his recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be taken. The recommendation shall be submitted to the Contracting Officer within 15 working days of notice of the deficiency.
- C. Direction to Contractor Concerning Correction of Communications System Deficiencies: Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, at his sole discretion, will give the Contractor written notice not to correct the subject deficiency, or to correct or partially correct the subject deficiency within a reasonable time and at a specified location.
- D. Correction of Communications System Deficiencies by Contractor: The Contractor shall promptly comply with any timely direction by the Contracting Officer to correct or partially correct a Communications System deficiency, at no increase in the Contract price. The Contractor shall also prepare and furnish to the Authority data and reports applicable to any correction required under this Section (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.
- E. Schedule of Deficiency Corrections: The Contractor shall prepare a Schedule of Deficiency Corrections and deliver it to the Authority for approval within 15 working days of discovery of a Communications System deficiency by the Authority.
- F. Modification of Contract with respect to Uncorrected Communications System Deficiencies: In the event of timely notice of a decision not to correct, or only to partially correct a

Communications System deficiency, the Contractor shall submit within 15 working days, a technical and cost proposal to amend the Contract to permit acceptance of the affected materials, equipment, systems or subsystems in accordance with the revised requirements, and an equitable reduction in Contract price shall promptly be negotiated by the parties and stated in a modification to this Contract.

1.06 PRE-ACCEPTANCE RECOGNITION OF DEFICIENCIES IN COMMUNICATIONS SYSTEM MATERIALS, EQUIPMENT, SYSTEMS OR SUBSYSTEMS

- A. If the Contractor becomes aware at any time before acceptance by the Authority (whether before or after tender to the Authority) that a deficiency exists in any Communications System materials, equipment, system or subsystems, he shall promptly correct the deficiency or, if he elects to invoke the procedures specified in Part 1.05, he shall promptly communicate information concerning the deficiency to the Contracting Officer in writing, together with his detailed recommendation for corrective action.

1.07 TIME FOR PERFORMANCE; CONTRACT PRICE

- A. In no event will the Authority be responsible for extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct Communications System deficiencies, nor shall there be any adjustment of the delivery schedule or period of performance as a result of such correction of deficiencies, except as may be agreed to by the Authority in a supplemental agreement with adequate consideration.
- B. It is hereby specifically recognized and agreed by the parties hereto that this Section shall not be construed as obligating the Authority to increase the Contract price of this Contract.

1.08 TRANSPORTATION CHARGES

- A. When the Authority returns supplies to the Contractor for correction or replacement pursuant to this Section, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the designated destination point under this Contract to the Contractor's plant, in addition to any charges specified in Part 1.08.B. The Contractor shall also bear the responsibility for the supplies while in transit.
- B. When compliance with the terms of this Section by the Contractor involves shipment of corrected or replacement supplies from the Contractor to the Authority, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the Contractor's plant to the designated destination point under this Contract, in addition to any charges specified in Part 1.08.A. The Contractor shall also bear the responsibility for the supplies while in transit.

1.09 FAILURE TO CORRECT

- A. If the Contractor fails or refuses to:
 - 1. present a detailed recommendation for corrective action in accordance with Part 1.05,
 - 2. correct deficiencies in accordance with Part 1.05 C, or
 - 3. prepare and furnish data reports in accordance with Part 1.05 D., the Contracting Officer will give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be corrected.
- B. If the failure or refusal is not corrected within the specified period, the Contracting Officer may, by contract or otherwise, as required:

1. Obtain detailed recommendations for corrective action;
 - a. Correct the materials, equipment, systems or subsystems, or;
 - b. Replace the materials, equipment, systems or subsystems, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of non-conforming materials, equipment, systems or subsystems for the Contractor's account in a reasonable manner, in which the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expense of care and disposition, as well as for excess costs incurred or to be incurred, and;
2. Obtain applicable data and reports; and charge to the Contractor the cost occasioned to the Authority thereby.

1.10 CORRECTION OF DEFICIENT REPLACEMENTS AND RE-PERFORMANCES

- A. Any Communications System materials or equipment corrected or furnished in replacement, and any Communications Systems or subsystems revised pursuant to this Section shall also be subject to all the provisions of the Contract to the same extent as Communications System materials, equipment, systems or subsystems initially accepted, i.e., for a new 24-month period.

1.11 DISASSEMBLY/REASSEMBLY EXPENSE

- A. The Contractor shall be liable for reasonable cost of assembly/reassembly of larger items necessary to remove the materials or equipment to be inspected and/or returned for correction or replacement.

1.12 WARRANTIES

- A. All Communications System materials and equipment provided under this Contract shall be warranted for a period of 24 months beginning with final acceptance by the Authority.
- B. All subcontractors', manufactures', and suppliers' warranties and guarantees, expressed or implied, respecting any part of the Communications System work, and any materials or equipment used therein shall be deemed obtained and shall be enforced by the Contractor as the agent and for the benefit of the Authority without the necessity of separate transfer or assignment thereof. Furthermore, if directed by the Contracting Officer, the Contractor shall require such subcontractors, manufacturers and suppliers to execute such warranties and guarantees in writing to the Authority.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION