PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for implementation and execution of an Obsolescence Management Program for the Systems identified in Appendix A to this specification and for the spares and parts required for the Interim Maintenance of such Systems.
- B. The term System, as used in this specification and in the Obsolescence Management Program, shall include the complete system, including all parts and components thereof and the system software.
- C. A System is deemed obsolete when it is no longer manufactured or supported by the manufacturer for repairs, maintenance or software updates or when the spare parts required for its Interim Maintenance are no longer manufactured or supported by the manufacturer for repairs, maintenance or software updates.

1.02 REFERENCED SECTIONS

A. Section 13415 – Controls General Requirements

1.03 CITED STANDARDS

None Cited

1.04 NOTED RESTRICTIONS

- A. The release for manufacture dates for each System identified in Appendix A and the spare parts required for such System's Interim Maintenance shall be the latest date practicable to meet the construction schedule. The release for manufacture dates for each System and its spare parts shall be identified in the Contractor's Baseline Schedule and in the schedule updates required by the Contract, and shall be adjusted as appropriate, in accordance with Chapter 6 Provisions Relating to Time of the General Terms and Conditions and Specification 01320 Construction Progress Documentation.
- B. In no event shall the release for manufacture date for any of the following Systems be prior to the exercise of Option 6:
 - Two-Way Radio System
 - 2. Public Address/Variable Message Sign System
 - Closed Circuit Television System
 - 4. Access Control and Intrusion Detection
 - 5. Tunnel SCADA
 - 6. GCT Building Management System / Automatic Temperature Control
- C. In the event that a System identified in Appendix A becomes obsolete within one (1) year after the date of its release for manufacture, the Contractor shall remove all already-installed components of the obsolete System and furnish and install a replacement system that meets all of the Contract requirements. The Contractor shall bear all costs associated with removal of obsolete System's components and furnishing such replacement system.

1.05 QUALITY CONTROL

None Noted

1.06 SUBMITTALS

- A. Within 10 days after Notice to Proceed date, designate and submit qualifications of the Contractor's Obsolescence Manager.
- B. Within 90 days after Notice to Proceed, submit the Obsolescence Management Plan.

1.07 DELIVERABLES

None Noted

PART 2 - PRODUCTS

NONE NOTED

PART 3 - EXECUTION

3.01 OBSOLESCENCE MANAGER

A. The Contractor shall designate one person from Contractor's personnel as the Obsolescence Manager. The Obsolescence Manager will be responsible for the implementation and execution of the Obsolescence Management Program for the duration of the Contract. The Obsolescence Manager shall have a minimum of ten years of experience as a systems engineer and shall demonstrate familiarity with the type of work to be performed under this Contract.

3.02 OBSOLESCENCE MANAGEMENT PLAN

- A. Obsolescence Management Plan The Contractor shall prepare and submit an Obsolescence Management Plan (OMP) which shall identify the procedures to be implemented by the Contractor to ensure that the Systems identified in Appendix A do not become obsolete within a year from the date of their release for manufacture. The OMP shall include the following information:
 - 1. A list of parts, components and software applications that are part of each System and of the spare parts required for its Interim Maintenance.
 - 2. Identification of hold points for each such System's Preliminary Design Review, Secondary Design Review and Final Design Review specified in Section 13415.
 - 3. Identification of procedures for determining whether each such System and the spare parts required for its Interim Maintenance will become obsolete within one year after the date of their release for manufacture.
 - 4. Identification of the release for manufacture dates for:
 - a. Each System; and
 - b. The spare parts required for the Interim Maintenance of each System.
 - 5. A statement as to whether each System and its spare parts are expected to be obsolete within one year of its release for manufacture.

- 6. A statement as to whether each System and its spare parts are expected to be obsolete within one year from the date of Substantial Completion.
- 7. For the Systems identified as expected to be obsolete within one year of their release for manufacture or within one year of Substantial Completion, the Contractor shall identify a replacement System that conforms to the Contract requirements; provide a comparison of the new available system with the specified System, detailing all differences in the specifications, testing, performance, capabilities and standards; identify all of the component or part vendors; and all impacts to the contract or the project schedule associated with the implementation of the proposed system or part.
- 8. A proposed schedule for the East Side Access Obsolescence Committee meetings, and expected technical disciplines for each meeting.
- B. The Contractor shall continue to monitor all systems for obsolescence and obsolescence of all components, parts and software associated with each system after the system is released for manufacture and until Substantial Completion.
- C. The Contractor shall update the OMP to reflect any changes in status at least quarterly, as the information contained therein changes or as changes are requested by the Construction Manager.

3.03 EAST SIDE ACCESS OBSOLESCENCE COMMITTEE (ESAOC)

- A. The ESAOC consists of the members of the Construction Manager, the GEC and Long Island Rail Road's teams.
- B. The ESAOC shall review the OMP and the Contractor's information and determinations with regard to the remaining production and service cycles for the Systems identified in Appendix A and their spare parts and shall report to its findings, recommendations and determinations to the Construction Manager.
- C. Unless otherwise directed by the Construction Manager, the Obsolescence Manager shall participate in all ESAOC meetings and provide the information required by the OMP and otherwise requested by the ESAOC through the Construction Manager.
- D. The Contractor's Subcontractors or manufacturers involved in the fabrication of a particular System shall participate in the ESAOC meetings that address such System as determined by the Construction Manager.

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APPENDIX A – SYSTEMS OBSOLESCENCE MANAGEMENT SYSTEMS LISTING

- 1. Backbone Communication Systems & Field Networks
 - a. Hardware
 - b. Software
- 2. Two-Way Radio System
 - a. Headend Equipment
- 3. Public Address/Variable Message Sign System
 - a. Headend Equipment
 - b. Variable Message Signs
- 4. Closed Circuit Television System
 - a. Cameras
 - b. Video Surveillance Equipment
 - c. Network Communication Equipment
 - d. Video Storage
- 5. Access Control and Intrusion Detection
 - a. Hardware
 - b. Software
- 6. Fire Detection and Alarm System
 - a. End Devices
- 7. Control System
 - a. Headend Equipment
 - b. Control Room Equipment
 - c. Voice Communication System
 - d. Centralized Traffic Control
 - e. Other Software Applications and Software
- 8. Tunnel SCADA
 - a. Headend Equipment
 - b. PLC's
 - c. Hardware
 - d. Software
- 9. Power SCADA
 - a. PLC's
 - b. Hardware

- e. Software
- 10. Blue Light Station
 - a. PLC's
 - b. Hardware
 - c. Software
- 11. GCT Building Management System / Automatic Temperature Control
 - a. Hardware
 - b. Software

END OF SECTION

2.03 OPTION WORK - OPTION 6 – OBSOLESCENCE MANAGEMENT

- A. The work of Option 6 Obsolescence Management shall include the furnishing and delivery of the systems equipment identified below and the installation and local testing of this equipment in all areas except those areas within the locations of Options 1 through 5. The design work associated with these systems shall be included in the Base Contract. Installation and local testing within the Option locations shall be included in those Options. The systems equipment included in this Option 6 is as follows:
 - 1. Two-Way Radio System
 - 2. Public Address/Variable Message Sign System
 - 3. Closed Circuit Television System
 - 4. Access Control and Intrusion Detection
 - Tunnel SCADA
 - 6. GCT Building Management System / Automatic Temperature Control
- B. Release for manufacture of the systems equipment identified above is also subject to the requirements of Section 01905.

2.04 OPTION 7 – SPECIALTY EQUIPMENT FOR OPTIONS

The work of Option 7 – Specialty Equipment for Options, shall include the furnishing and delivery of elements of the facility power substations, communication racks and servers, and other products, which are not readily available in the marketplace and not included in the Base Contract as long lead items pursuant to Section 2.01D or in Option 6. The Specialty Equipment furnished under Option 7 shall be equipment to be installed in the Option 1 through 5 locations and shall be installed under Options 1 through 5. The Specialty Equipment included under Option 7 are listed in Appendix A herein.

Release for manufacture of the systems equipment identified above is also subject to the requirements of Section 01905.

2.04 IMPACT COSTS FOR DELAY IN PROVIDING ACCESS WITHIN OPTIONS.

- A In accordance with Supplemental Terms and Conditions Article 6.08 Compensable Delay, the Contractor shall not be entitled to Impact Costs for Compensable Delay resulting from the MTA's failure to provide access to a Work Site that is subject to an Access Restraint within an exercised Option unless the MTA fails to provide access to such Work Site for more than ninety (90) calendar days beyond the Access Restraint Date for such Work Site.
- B. In the event that the MTA fails to provide access to a Work Site that is subject to an Access Restraint within an exercised Option for more than ninety (90) calendar days beyond the Access Restraint date for such Work Site then the Contractor shall be entitled to an equitable adjustment for the period beyond ninety (90) calendar days that access to such Work Site is not provided at the escalation rate established in the Proposal Price Schedule for that particular Access Restraint.