

Maintenance and Repair Requirements

1. Each Party agrees to take all necessary precautions to avoid damaging the other Party's facilities, and those of third parties, and to protect such facilities in the same manner as such Party protects its own facilities.
2. Any damage to City facilities caused by FiberCo or FiberCo-affiliated third parties that results in a loss of service shall be repaired by FiberCo, at FiberCo's sole cost, within a reasonable time period. Provided that nothing contained herein shall be deemed to release or limit claims that FiberCo may have against any third party arising from or related to such damage to facilities.
3. Any damage to City facilities, including conduit or other City infrastructure, by third parties unaffiliated with either Party shall be promptly repaired by the City.
4. If FiberCo or a FiberCo-affiliated third party damages City-owned fiber strands and related facilities or facilities owned by third parties within City facilities, FiberCo shall immediately notify City and, if the damaged facility is owned or leased by a third party, take reasonable efforts to notify the owner of the damaged facility. If required by City, FiberCo shall effect repairs to the damaged facilities within a reasonable time period based on the nature of the damage conditions at the site.
5. In the event of damages described herein, City may elect to hire a third party contractor to effect repairs to any damaged facility within the Project if, in City's sole discretion, FiberCo will not or cannot effect repairs within a reasonable time period and present an invoice to FiberCo for all costs incurred in connection with the damaged facilities, including, but not limited to, staff time costs, traffic control, police services, notification of third parties, and consultant and contractor costs.
6. For the purposes of these requirements, a "reasonable time period" shall mean that a crew must be mobilized at the repair site within one (1) hour of the first interruption of Services and work diligently and continuously until any outage is resolved with restoration of service, with interruption of service not to exceed 72 hours.
7. Prior to the commencement of work, FiberCo shall provide to City for its review and approval a Protocol Document and Escalation Matrix, outlining procedures to be followed in the event of service loss.