



For Official Use Only

Received By: _____

Date: _____

Request No.: _____

Date: _____

EXCAVATION NOTICE AND APPLICATION FOR CLEARANCE

Government Agency

Private Agency

REQUESTOR: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXCAVATION CONDUCTED BY: _____

PROJECT SITE: _____

DATE OF EXCAVATION OR DEMOLITION: _____

DURATION OF THE PROJECT: _____

WILL EXPLOSIVES BE USED?: YES NO

SCOPE OF WORK: _____

Job site Contact Person: _____ Office Number: _____

Telephone Number: _____

E-Mail Address: _____

Teleguam Holdings, LLC, d/b/a GTA, hereby provides this Excavation Notice and Application for Clearance Form (the "Notice") pursuant to the requirements of Chapter 71, Title 21 of the Guam Code Annotated. This Notice is subject to the Terms and Conditions and Requirements stated herein.

Completion of this Notice shall serve as the Notice of Intent required of any person responsible for an excavation or demolition under 21 GCA § 71104. In accordance with Guam law, this Notice must be completed, executed, and provided to GTA at least three (3) but no more than ten (10) days before the proposed excavation is to take place.

Upon receiving the completed Notice, GTA will mark the appropriate routing of its buried cable and from records and provide the notifying party of the approximate location and description of GTA's

underground utilities that may be damaged as a result of the proposed excavation or demolition , including, as built drawings of the utilities or facilities, the location and description of utility markers indicating the approximate location of the utilities, and any other information that would assist the notifying party in locating and avoiding damage to underground utilities. Pursuant to statute, GTA will provide the notifying party the above information at least five (5) working days before the proposed excavation is to begin.

The notifying party or the party responsible for such excavation or demolition (the “Responsible Party”) shall not excavate within 1.5 feet of either side of marked or disclosed cables, and shall take extreme caution when excavating around such markings and facilities, specifically within concrete sidewalks, asphalt, and hard, rocky areas. The Responsible Party understands that as a result of GTA’s disclosure of information necessary to locate its utilities, cables, or other items, Responsible Party shall be liable for all costs incurred by GTA if any repairs are made necessary as a result of the excavation or demolition.

Notwithstanding unforeseen weather conditions, the Responsible Party shall ensure that all previously established markings are visible, and shall immediately request GTA to reestablish the markings in the event such markings become unclear. The clearance provided herein is strictly limited to the immediate area requiring excavation and marked by GTA. In the event of large scale developments requiring additional site visits or inspections by GTA, incremental clearances will be required.

- Applications for Clearances received after 3:00 p.m. will be processed the following business day.
- GTA’s Accounting Department must approve each applicant for an Excavation Clearance. This process may take up to 3-5 business days.
- Any Clearance granted by GTA is only valid for a period of ten (10) days from the date such Clearance is approved.

REQUIREMENTS

1. If approved, GTA will schedule the Clearance 1-2 days prior to the stated Date of Excavation or Demolition. If denied, GTA’s Accounting Department will contact the Requestor with the reasons for such denial.
2. If a DPW Encroachment Permit is required, the Requestor must obtain such permit directly from DPW. GTA’s Clearance is only provided for the purpose of identifying its cable for excavation or demolition purposes.
3. When approved by DPW, the Requestor must call GTA 24 to 48 hours (excluding holidays and weekends) before the start of excavation or demolition.
4. The Requestor is responsible for obtaining from the necessary party or parties all necessary permits for the excavation or demolition on private property, easements, or rights of way and shall indemnify and hold GTA harmless for any and all liability relating in any way to the excavation or demolition.
5. The Compliance Officers will mark all GTA facilities, cables, or other utility lines one (1) foot or more if needed.(Footage distance depends on the project to be cleared).

6. Under no circumstances shall GTA's issuance of the requested Excavation Clearance be considered a grant, license, or permit to use any GTA facility, property, easement, or right of way.

DAMAGES FOR REPAIR. Pursuant to 21 GCA § 71109, any person who damages a utility line or roadway is subject to pay for all costs incurred by the operator [GTA] to restore the utility or roadway to its original condition. GTA will provide such person a bill for such repairs within sixty (60) days of the completion of the repairs. The payment for repairs will be **"Due Immediately Upon Receipt of GTA Invoice."** The Responsible Party understands and agrees that in the event of damage, it is liable to pay for all costs incurred by GTA to restore the utility or roadway to its original condition.

FAILURE TO NOTIFY GTA. Pursuant to 21 GCA § 71110, any person who violates any provision of Chapter 71 of Title 21, including failure to properly notify GTA of a proposed excavation or demolition, may be subject to a civil penalty up to Five Thousand dollars (\$5,000.00) for the first violation, and up to Ten Thousand Dollars (\$10,000.000 for each successive violation within a five (5) year period.

- The undersigned represents and warrants that he/she is authorized by the requesting party to execute this Notice of Excavation and Application for Clearance Form and to accept the terms and conditions.
- In order to identify the precise location requiring clearance, the undersigned is required to meet with GTA's Right-Of-Way personnel at the proposed site for markings of GTA's buried cables and other utility lines upon a set date and time.
- A copy of the approved GTA Clearance must be readily available at the project site. GTA reserves the right to perform field inspections at any time. Such inspections do not relieve the undersigned of any requirements herein.
- The undersigned assumes full responsibility for any subcontractor or original contractor liability for damages suffered by GTA. All incurred costs caused by such contractors or subcontractors shall be paid in full by the undersigned and left at the burden of the undersigned to recover his loss.
- As part of this application, the Responsible Party shall provide a work vicinity or excavation site map on Exhibit A.

I have read and understand the requirements as noted above and accept all responsibility and liability in accordance with such requirements.

NAME OF COMPANY:

Print Name in Full

By:

Title:

Date:

EXHIBIT A

WORK VICINITY or EXCAVATION SITE MAP