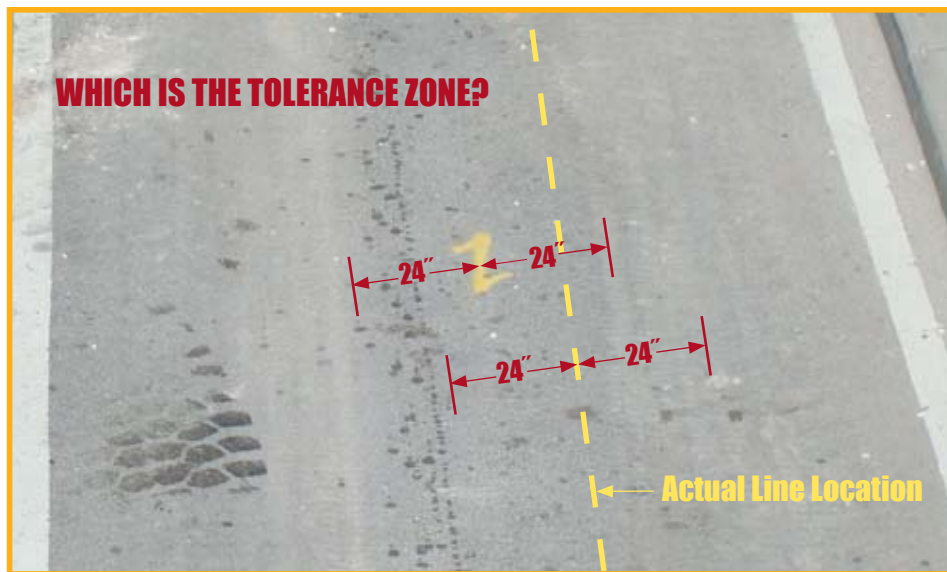


Letters to the Publisher



“What is the purpose of a tolerance zone and what is its role in preventing damages?”

After I sent this issue’s *One More Scoop* question to our panelists, I received this response from one of them: “I don’t think I’m knowledgeable enough to help with this subject. Actually, I don’t even know what a tolerance zone is. If it’s the safety buffer on each side of the marks, then all I could do is state the obvious, and I’m thinking you need more than that.”

I wasn’t sure there was more to a tolerance zone either, until I started putting together last issue’s “Losing My Tolerance for Tolerance Zones.” (Fall 2009, page 16) My main point was that tolerance zones could actually promote damages instead of preventing them. Of course, to promote damages you need an excavator that plays loose with the rules, and in my story, the sign crew with an air compressor and no hand tools was that kind of excavator. Couple that excavator with a 12” mismarked electric primary (when an accurate locate was well within reach) and you get the result I got—no power for a good chunk of the business day.

The electric outage, in my opinion, was completely avoidable through the actions of the locator. The fact is that the line could have been marked accurately, not mismarked by 12.” I know this is true because I used an instrument and saw it myself.

The tolerance zone (more accurately, our industry’s approach to a tolerance zone) doesn’t reward the locator for marking a line

accurately versus locating a line inaccurately, but within the tolerance zone. So why do more than you have to do (or can do)?

I could circle this conversation right back to “easement painting,” a topic which got some play in *Underground Focus* in 2009. Instead, let’s shine the spotlight on our readers who had a few thoughts about marking and the tolerance zone.

Mike Parilac, Publisher

Mike,

I enjoyed and agree with your article. Another ploy we’ve seen some locators use: if they’re not confident they’ve accurately identified the centerline of the facility, but think they’re within the tolerance zone, they’ll just mark the outer limits of the tolerance zone and leave it up to the excavator to find it.

Also, I’ve found there appears to be different understandings of exactly what “tolerance zone” means. In New York’s regulations, tolerance zone is defined as:

If the diameter of the underground facility is known, the distance of one-half of the known diameter plus two feet, on either side of the designated center line or, if the diameter of the underground facility is not known, two feet on either side of the designated center line.

In a nutshell, New York defines it as relative to the marks. This seems consistent with how you used it in your article.

CGA’s Best Practice 5-19 defines it as “the width of the facility plus 18 inches on either side of the outside edge of the underground facility on a horizontal plane.” I’m not concerned about the 18 inches versus 24 inches. What does concern me is that they appear to define it as in relation to the actual buried facility. If the marks are accurate, this is fine. If the marks are not accurate, then where is the tolerance zone? Is it a zone surrounding the marks or a zone surrounding the buried facility?

*Steven Blaney
Chief, Gas and Petroleum Safety
New York State Department of Public Service*

Mr. Parilac,

I could not agree more with you regarding the “tolerance zone argument.” I was a contract locator for 5 years, spent 3½ years in damage investigations and 5 years in damage claims at the corporate level.

More and more I see (and hear) locators hide behind “tolerance zones,” and more and more I see the utility companies also hiding behind them. I do agree that locators should take more accountability to ensure correct locates. With respect to your article, it is my belief that both the locator and excavator share responsibility for the damage: the locator for using the “power mode” and the excavator for digging within the tolerance zone using mechanical means.

As a damage investigator, I have responded to several power damages. The one that sticks out in my mind involved the installation of a traffic signal pole at a road intersection. At this corner there was a switch cabinet with four 500mcm cables, three 2 a/l cables and a 1 a/l cable. You can imagine this corner was well marked-up.

The excavator took his auger, placed it where he saw no marks and commenced drilling, taking out a 500mcm. The utility company, the excavator and the locate company stood around pointing fingers.

After locating the cables after the damage, I was able to determine that the cause for the damage (unfortunately resulting in the firing of a locator) was that the locator did not use a direct hook-up, relying instead only “power mode.”

That is neither here nor there but your article was spot on!

Respectfully,

*Bryce Morris
Chairman-Denver Metropolitan Damage
Prevention Council
President-Damage Prevention Action Team*

Mike,

I read your article “Losing My Tolerance for Tolerance Zones” in *Underground Focus*. The article reminded me (not in a good way) of an event that makes me rethink the importance of picture documentation. I want to relate my frustration with a locating service that claimed no liability for their locator’s incompetence.

We are local water utility in Wisconsin servicing about 7000 residents. Our story begins in the wee hours of a cold January 2009 morning when our crew was called out for a water main break. Digger’s Hotline was notified and shortly thereafter a locator (who mentioned it was his third day on the job) arrived at our work site. Sporting the look of a deer in headlights, our locator begins to strike his canvas with yellow paint. My 25 years on the job should have told me, “PICTURES, PICTURES, and PICTURES,” however, I did not take any.

The gift our locator left us was painted in snow, words that said “8’ Gas Main” along with an arrow. This type of mark is called an offset mark. Offset marks are used in situations when marks over the utilities are likely to be wiped out, such as the muddy chaos of a water main break. When questioned by our crew (three members who had over 20 years of underground experience in water works excavations), the locator verbally confirmed the gas main was “8’ to the west.”

Great! We are good to go, nothing in the way, home before lunch. Four feet into our dig our backhoe operator tells me, “It feels like I hooked something.” “Probably just a rock,” I say. I’m thinking there is no way could it be a gas main since our loca-

tor gave us an 8’ offset mark from where we were digging. As we cleaned out the area, we uncovered a 2” steel gas main. Yikes!! No way. This has to be an abandoned main. To our horror, we start to smell gas.

Many phone calls later our “deer-in-headlights” locator returns to the scene of the crime. Now that we have the gas main exposed, he is able to physically see it. He now marks its true position which is exactly at the same spot as the old 8’ offset mark now obliterated in the snow. His digital camera is out and flashing at the pace of a racing horse.

I have to admit we have hit our share of other utilities, we WILL admit our fault and we have in the past. No way am I going to take the rap for this one, though. The gas company comes out makes a temporary repair. I tried to explain to the gas company the sequence of events, but that didn’t get me anywhere. They said the damage investigator would have to make a determination.

A few days later, I went to the site when the gas company was making its permanent repair. To my amazement, I saw new yellow marks for a 1” gas lateral to a home about two feet north of where we had been digging two nights before. I was so mad I bet I melted the snow where I was standing!

I went back to the office and started drafting a “You Owe Us \$2,500 for Down Time” letter to the locating service. After a bit, we received a response from the locating services denying our request for

payment. A few days later the gas company sent us a bill for their repair in the amount of \$3,756.95. Ouch!

As I said previously, if we hit an underground line and it’s our fault, we will pay. Not this one, though! We provided our insurance carrier with the details of that morning and they contacted the gas company on our behalf to refute the claim. It was decided by all involved to meet face-to-face with legal representatives for possible resolution. After a lively and professional discussion, we provided our written testimony. It was an amicable decision on the gas company’s part to believe the truth of the events that lead up to our meeting and they dropped the reimbursement request.

What lesson did I learn in all of this? A camcorder with sound would have silenced all the doubt.

*Paul Haugen
Village of Fox Point, WI*

Regarding Mr. Haugen’s submission, who first **located** the 2 inch steel gas main? Was it the locator marking for the gas company or the water utility crew that snagged the pipe? Before you turn the page, think how you would define the word “locate” as you use it or hear it used in *everyday language*.



Gas company repairing damaged 2 inch steel main.