



21.1 General

There are times when utility relocation work must be done during the same timeframe as the highway improvement contract. For example, in many urban areas the community does not want the road torn up two years in a row, one year for utility relocations and one year for highway improvements. The disruption and inconvenience to the public sometimes is just not warranted or acceptable. Other times, in big cut sections, it is not feasible for a utility to dig down deep enough to be the required depth below finished grade prior to the highway work. The construction costs for such work to be accomplished are not justified. In other cases, the utility relocation has to be staged, with temporary staging required during highway construction and final installation taking place near the end of the highway work.

When utility relocation work is to occur while the highway construction work is going on, there needs to be good coordination between the highway contractor and the utility crews/contractor. Communication is the cornerstone of good coordination. When every party understands what they are supposed to do and what is expected of them, the job gets done with less conflict and fewer surprises.

The WisDOT Construction and Materials Manual [Procedure 2-56](#), states, "The engineer or other Region representative will make necessary inspections of utility alterations to assure alterations are made to the necessary extent and in a manner which avoids any interference with, or detrimental effects to, the planned highway improvements.

Overhead installations such as power and communication lines should be checked in respect to location and elevation for proper clearance with the roadway, highway structures and appurtenances, and railway facilities. Poles, towers and similar above-ground installations should be located in accordance with designated requirements governing proximity to right of way lines, construction operations, control-of-access lines and planned improvements. Alteration of utility facilities for which permits are required and issued should conform to the requirements designated in the permit.

The engineer should determine that utility forces and the project personnel are using the same reference datum when setting grade stakes.

Underground installations are to be checked with respect to grade and location to provide satisfactory clearance with existing foundations or facilities and planned construction items, such as structures, sewer lines, water lines, etc. Constructed utility manholes and other similar installations should be checked for compliance with required grade. Lines installed under the highway should be at the required depth and encased as required.

When utility facilities are installed in trenches within the highway limits, it should be determined the foundation upon which the facility is placed is satisfactory to provide the required support and the backfill is properly placed and compacted with satisfactory material so there will be no detrimental settlement which might affect the pavement, embankments, structures or other facilities."

21.2 Field Changes and Construction Permits

When changes are made in the field that result in work being done on private property that is not included in a Temporary Limited Easement or a Permanent Limited Easement, a Construction Permit is required in order for the highway contractor to perform work on the private land.

If there are utility facilities located on the private land and the facilities require relocation, the property owner must pay the cost of these utility relocations. A Construction Permit is not a land interest and therefore WisDOT cannot pay for the utility relocations. The utility company will insist on payment because they are on private land and are entitled to compensation, but that compensation must come from the property owner.

21.3 Weekly or Bi-Weekly Coordination Meetings

Weekly or bi-weekly coordination meetings in the project field office can do a lot to keep contractors and utilities informed about each other's work. Generally, the highway contractor must do some work before the area is ready for the utility to make their adjustments and relocations. The highway contractor must then wait while the utility completes their work before the highway work in that area can proceed. Weekly meetings help the contractor and utility be aware of problems that the other party is facing. Often problems such as poor soils will affect both the highway and utility crews. The more they know about the work site and the progress each party is making, the better they can coordinate their work schedules and resources.

The WisDOT Construction and Materials Manual [Procedure 2-56](#) states “During the progress of the project, the engineer should hold field meetings on a regular basis with the contractor’s superintendent and the utility crew supervisor. The engineer should also be passing along to the contractor all notifications of utility work changes.”

21.4 Diggers Hotline

Wis. Stat. s.182.0175 ([Attachment 1.2.4](#)) requires that excavators have underground utility facility locations marked on the surface prior to construction. This is accomplished by notifying Diggers Hotline for utilities that are members of Diggers Hotline. Utilities that are not members of Diggers Hotline must be notified separately. The utilities have 3 working days to mark their facilities.

The Excavator’s Guide to Diggers Hotline states that after calling Diggers Hotline, the excavator has the following responsibilities:

21.4.1 Excavator Responsibilities After Making a Locate Request

Notifying Diggers Hotline is only the first step for the caller in fulfilling his or her responsibilities in the locating process.

After the markings have been made, excavators are required to maintain a minimum clearance of 18 inches between a marked and unexposed transmission facility and the cutting edge or point of any power-operated excavating or earthmoving equipment.

If excavation is required within 18 inches of any marking, the excavation should be performed very carefully with hand tools. See Wis. Stat. s. 182.0175(2)(am)(3). This is particularly important because locating is not an exact science and, therefore, the actual location of the facility could vary from the position of the marks.

If the underground or above ground transmission facility is exposed, the excavator may reduce the clearance to 2 times the known limit of control of the cutting edge or point of the equipment or 12 inches, whichever is greater.

If marks are destroyed or covered by excavation site activities, weather, or any other means, the excavator must provide a relocate notice to Diggers Hotline. If work does not start within 10 calendar days of the scheduled start date, or the work is interrupted for more than 10 calendar days, the excavator must provide a three-day locate notice to Diggers Hotline. See Wis. Stat. s. 182.0175(2)(am)(4) and “Ticket Lifespan/Remarking” later in this guide.

If, during the course of excavation, a facility has been exposed, it is the excavator’s responsibility to inspect and support these facilities prior to backfilling in order to ascertain if the facilities have been struck or damaged in any capacity. If damage of any kind is discovered or any suspicion of damage exists, it is the excavator’s responsibility to immediately notify the facility owner directly. The excavator must refrain from backfilling an excavation until an inspection is conducted and any necessary repairs have been made by the owner of the transmission facility. Diggers Hotline will provide the contact number of facility owners, upon request.

Many excavators mistakenly believe that Diggers Hotline is responsible for the actual marking of facilities. This is not the case. Diggers Hotline takes information from the excavator and relays it to Diggers Hotline members. Each facility owner is responsible for ensuring that their facilities are properly marked. When one member indicates that there are no facilities in conflict with a specific excavation, the excavator must realize that this does not mean that “Diggers Hotline” has cleared the site; nor does it mean that other facilities are not at that location.

Also be aware of facilities on or near your work site that might be privately owned, including propane.

Homeowners and private businesses can own facilities on property that is owned by them. These facility owners are not required to be members of Diggers Hotline, and therefore will not be notified of your work. ***It is the excavator’s duty to notify the owners of private facilities of their intent to dig.*** A list of private locating companies is available at www.DiggersHotline.com.

Also, excavators are encouraged to have a copy of the locate request at the work site and to keep a copy of the ticket until well after the project has been completed.

When excavation is complete on large worksites, it is the duty of the general contractor to remove marking flags and stakes. For single employer worksites, it is the duty of the ticket holder to remove flags and stakes.

21.4.2 Ticket Lifespan

A ticket remains valid if work begins within 10 calendar days after the legal start date and work is not interrupted for more than 10 calendar days.

The term "work" shall include actual digging, as well as preparatory work at the digging site. During the lifespan of the ticket, the excavator is responsible to notify the facility owners to re-mark when needed.

During the lifespan of the ticket, the excavator is responsible to notify Diggers Hotline to request a re-mark as needed.

Callers shall not be granted a crew on-site or 24-hour relocate if the relocate is filed after February 1 for a ticket that has not been filed or relocated since before November 1 of the prior year. Callers will still be granted 3 working days tickets for those situations.

21.4.3 Remarking

Valid Ticket - Missing Marks:

A valid ticket is one for which work begins within 10 calendar days after the legal start date AND work is not interrupted for more than 10 calendar days.

If a valid ticket needs to be re-marked, but a crew is not at the worksite, the caller will receive a new start date and time that is 24 hours from the current date and time, excluding weekends and holidays. This ticket is known as a **24-hour relocate**. If the excavator is aware that a member has failed to mark a valid ticket, the excavator may contact the member, or the member's contract locating company directly, without calling Diggers Hotline. The member will respond as soon as possible within the 24-hour period.

If a valid ticket needs to be re-marked and the crew is at the work site, the caller will be issued a **crew on-site relocate**. On such tickets, members should respond to the excavator within one hour to let them know when the site will be relocated. Even though the caller will receive a start date and time that is one hour from the current date and time, the ticket does not become valid until the members contact and/or relocate the site.

Work Not Started/Interrupted/Invalid Ticket:

If work has not started within 10 calendar days after the legal start date or work has been interrupted for more than 10 calendar days, the excavator should call Diggers Hotline and a **3 day relocate** ticket will be issued with a new three working day start date.

Appointment Calls:

When remarking a valid appointment ticket, if requesting a second appointment, the second appointment time will be set for three business days from the time of the call, and the start date will be set for three business days from the time of the appointment.

If the caller does not want to meet a second time for the appointment ticket relocate, the caller will be issued a normal three business day start date and time, but marking instructions will be required."

The above discussion (sections 21.4.1 – 21.4.3) is reprinted from "2014 Excavators Guide to Diggers Hotline."

21.5 Contractor Failure to Pay for Utility Damage

If a contractor refuses to pay a claim from a utility company for damage to a utility facility, WisDOT may withhold payment to the contractor until the damage claim has been satisfied. First of all, you have to determine if the contractor was in violation of Statute 182.0175(2) (See [Attachment 1.2.4](#)). If the utility facility was properly marked and the contractor damaged it, the utility company probably has a viable complaint. The Project Engineer can then withhold payment to the contractor until the damage claim has been settled. Once we are notified of a claim against the contractor (once we receive a copy of the claim/invoice) we can withhold that amount of money from the contractor until he/she proves that the claim has been settled.

The following are pertinent parts of the State of Wisconsin Standard Specifications for Highway and Structure Construction, 2014 Edition, with emphasis added:

107.22 Contractor's Responsibility for Utility Facilities, Property, and Services

(1) The department expressly reserves for the proper authorities of the municipality in which the work is done the right to construct utility services in the highway or street, or to grant permits for the same, at any time. Coordinate and cooperate with utilities in the removal and rearrangement of existing facilities to minimize their service interruption and duplication of work by the utilities. At least 3 business days before breaking ground, the contractor shall notify the proper utility authorities that the contractor's operations may affect their facilities including: streets, gas and water pipes, electric and other conduits, railroads, poles, manholes, catch basins, sewers, and other property. Never hinder or interfere with utility representatives in the protection or operation of their facilities. Obtain all necessary information regarding existing facilities. Protect existing facilities from damage and unnecessary exposure.

(2) Obtain all necessary information regarding the planned installation of new facilities identified in the contract. Make proper provision and give proper notification so the utilities can install new facilities at the proper time without delay or unnecessary inconvenience. Do not pave over the location of a new underground facility, planned for installation concurrently with this contract, before installing the facility.

(3) If the contractor damages or interrupts service, the contractor shall notify the utility promptly. Coordinate and cooperate with the utility in the repair of the facility. The department will determine who is responsible for repair costs as specified in Wisconsin statutes 66.0831 and 182.0175(2).

(4) If the contractor finds facilities not identified in the contract, the engineer will determine whether adjustment or relocation of the facility is necessary to accommodate contract work. The engineer will arrange with the utility or the contractor to adjust or relocate the facility. If deemed necessary, the engineer will revise the contract as specified in 104.2.

(5) If specified in the contract, the contractor and the department will comply with administrative rule, Trans 220 of the Wisconsin administrative code.

109.6.3.3 Retainage

(1) The department will withhold retainage from progress payment estimates for liquidated damages and claims including the following:

1. To provide for recovery of liquidated damages assessable against the contract under 108.11.
2. To cover claims against the contract filed with the Department under chapter 779 of the Wisconsin statutes.
- 3. To provide for recovery of damage and tort claims assessable against the contract under 107.12.**

107.12 Responsibility for Damage and Tort Claims

(1) The contractor and the contractor's insurer shall defend, indemnify, and save harmless governmental agencies involved in the project, or in which all or a part of the project site is located, including the officers, agents except for consulting firms, and employees of any of the foregoing from suits, actions, or claims brought because of injuries or damages sustained by any person or property arising from one or more of the following:

1. Contractor operations.
2. Contractor neglect in safeguarding the work.
3. Contractor use of unacceptable materials in constructing the work.
4. Acts or omissions, neglect, or misconduct of the contractor.
5. Claims or amounts recovered for an infringement by the contractor of patent, trademark, or copyright.
6. Claims or amounts arising or recovered under the workers compensation act, relating to the contractor's employees.
7. The contractor's noncompliance with a law, ordinance, order, or decree relating to the contract.

(2) The department may retain payments due the contractor in amounts the engineer deems sufficient to cover the cost of suits, actions, or claims caused by the reasons specified in 107.12(1). The department will not release this retainage until the contractor furnishes satisfactory evidence of one of the following:

1. The contractor is adequately protected from the suits, actions, or claims with the insurance coverages specified in 107.26 or other insurance.
2. The parties have settled the suits, actions, or claims.

(3) The state is not liable to the contractor for damages or delays resulting from third party work, except for excusable delays as specified in 108.10.2 and 108.10.3. The state also is exempt from liability to the contractor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331-4332, 23 U.S.C. 138, or public law 91-646.