

Rik Kowall, Supervisor  
Anthony Noble, Clerk  
Mike Roman, Treasurer



Trustees  
Scott Ruggles  
Michael Powell  
Andrea C. Voorheis  
Liz Fessler Smith

## WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, [www.whitelaketwp.com](http://www.whitelaketwp.com)

February 10, 2021

Honorable Board of Trustees  
Charter Township of White Lake  
7525 Highland Road  
White Lake, MI 48383

### **Re: USIC Contract for Underground Utility Locating**

Honorable Board of Trustees,

Sometime around July 2016, the Township entered into a contract with Utilities Resource Group (URG) for underground locating services. Recently URG has merged into a larger conglomerate that now includes URG, USIC, Blood Hound, Recon, and On Target, all locating companies.

Miss-Dig did not have the new company as our contractor of record as required by their new system. During our internal review, neither White Lake nor USIC were able to locate a fully executed version of the original agreement. Nevertheless, as service is imperative, and as a short-term remedy, at the request of the Township Clerk we entered into an Assignment and Assumption Agreement with USIC to get them back into service. Unfortunately, the "original agreement" that was attached as the agreement being assumed by USIC was incorrect. Therefore, a new agreement with USIC is recommended.

DPS wished to continue working with the new company USIC as URG has done a good job for us in the past. We have not had any utility strikes due to improper staking in the last five years. We also do not have the staff to do this in house with the amount of building in the Township. Locating is time consuming, especially with the amount of building we have currently underway in White Lake.

This expense has been included in my approved budgets since 2017 as Contractor Services including the 2022 budget.

I am requesting the Township Board authorize the Township Supervisor to sign the Independent Contractor Agreement for Miss-Dig Marking Services for the Water System with USIC.

Sincerely,

Aaron Potter  
DPS Director  
White Lake Township

**CHARTER TOWNSHIP OF WHITE LAKE**  
**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR MISS-DIG MARKING SERVICES FOR THE WATER SYSTEM**

This Independent Contractor Agreement for MISS-DIG Staking Services for Water System, made this \_\_\_ day of February, 2022, by and between the Charter Township of White Lake ("Township"), whose address is 7525 Highland Road, White Lake, Michigan 48383-2900 and USIC Locating Services, LLC ("Contractor"), an Indiana limited liability company who is authorized to do business in the State of Michigan and whose address is \_\_\_\_\_.

**PREAMBLE**

WHEREAS, the Township is a Michigan Municipal Corporation duly and legally existing under the laws of the State of Michigan; and

WHEREAS, the Township owns and operates a public water system for the benefit of the residents and businesses within the Township; and

WHEREAS, the Township participates in the MISS-DIG Utilities Notification System as set forth in Miss Dig Underground Facility Damage Prevention and Safety Act, Public Act 174 of 2013, MCL 460.721 et seq. (the "Act"); and

WHEREAS, the Act requires the Township to provide notice by physically marking the location of its water system lines, which are located underground, when an individual or entity submits a request in accordance with the Act; and

WHEREAS, the Township has determined that contracting for the marking services in accordance with the Act is in the best interest of the public health, safety and welfare; and

WHEREAS, the Contractor has agreed to provide the marking services required under, and in accordance with, the Act on behalf of the Township.

NOW, THEREFORE, the Township and the Contractor mutually agree as follows:

1. The above set forth recitals are included in this Agreement and made part hereof.

2. The Contractor represents and warrants to the Township that it has the capability of providing MISS-DIG services to the Township and for and on behalf of the Township as required by the Act.

3. The Township shall notify the MISS-DIG Utilities Notification System that the Contractor is providing marking services to the Township and for and on behalf of the Township as required by the Act.

4. The Contractor shall administer the staking services from a Call Center and shall implement procedures and protocols in accordance with the Act.

a. The address of the Call Center is \_\_\_\_\_.  
The telephone number of the call center is \_\_\_\_\_.

b. The Call Center shall operate twenty-four hours a day, every day of the year.

5. When a marking service notice is received by the Call Center, the caller shall provide the following information:

a. Name;

b. Address;

c. Phone number;

d. Date and time of planned work;

e. Whether the activity will be completed within 21 days after the start date;

f. Type and extent of work; and

g. Location (as specific as possible).

6. All such notices to the Call Center are required by the Act to be requested not less than 72 hours and no more than fourteen (14) calendar days prior to the commencement of the activities. Any emergency call must be acted on immediately. The Contractor shall mark the underground water line (main lines and services lines up to curb valve) with the appropriate color-coded stakes or by other physical means and within the accuracy required by the Act. The marking shall be completed within three days of the communication to the Call Center (Saturday, Sunday and holidays excluded), unless a shorter response time is required by the Act in which case Contractor shall respond as required by the Act.

7. The Township shall pay the Contractor in accordance with cost breakdown, attached hereto as Exhibit "A". The Contractor shall submit to the Township the work performed during the previous thirty (30) day period along with a request for a payment. The Township shall process the request for payment on a monthly schedule. The request for payment shall, at a minimum, provide written documentation of each activity.

8. The Contractor agrees that it shall commence work immediately upon execution of this Agreement and that the terms of this Agreement shall be considered on an "At Will" basis. The Township may terminate this Agreement, at its sole discretion, by giving the Contractor thirty (30) days written or verbal notice of the same. The Contractor may terminate this Agreement by giving the Township a minimum of thirty (30) days written notice of same.

9. The Contractor acknowledges and agrees that it is an independent contractor and shall not be considered an employee of the Township for any purpose. As such, the Contractor shall not be entitled to participate in any fringe benefit programs adopted by the Township, nor will the Contractor be reimbursed for any expenses incurred. The Contractor shall be responsible

for paying all of its own taxes on any monies received for providing services under this Agreement.

10. Notwithstanding the aforementioned, the contractor, or any of their subcontractors, shall not commence work under this Agreement until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Township. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

- a. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.
- c. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: White Lake Township, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Township as additional insured, coverage afforded is considered to be primary and any other insurance the Township may have in effect shall be considered secondary and/or excess.

- e. Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to:

Anthony L. Noble, Clerk  
White Lake Township  
7525 Highland Road  
White Lake, MI 48383.

- f. Proof of Insurance Coverage: The Contractor shall provide the Township at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the Township at least ten (10) days prior to the expiration date.

11. The Contractor shall defend, pay on behalf of, hold harmless and indemnify the Township against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Township, its elected and appointed officials, employees or others working on behalf of the Township by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, to the extent directly due to the fault of Contractor or that of any of its employees and representatives in the performance of the services under this Agreement; and except to the extent such are directly due to the fault of the Township, its officials, employees or others working on behalf of the Township.

12. Other Provisions

a. The text herein, with Exhibit “A”, shall constitute the entire Agreement between the parties.

b. Contractor may not assign any of its obligations or rights under this Agreement without express written consent of the Township, which may be granted or denied in the sole discretion of the Township. If the provision or any portion hereof is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

c. This Agreement embodies the whole Agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than as contained herein.

d. Modification of this Agreement shall be valid unless the modification is in writing and signed by the Township and the Contractor. No waiver of any provision of this Agreement shall be valid unless such modification is in writing and signed by both parties.

e. No waiver of any provision of this Agreement shall be valid unless such modification is in writing and signed by both parties.

f. Any notice to be provided under this Agreement shall be in writing and delivered to a party by first class mail to the address as follows:

If to the Township:  
Charter Township of White Lake  
7525 Highland Road  
White Lake, MI 48383

If to the Contractor:  
USIC Locating Services, LLC  
\_\_\_\_\_  
\_\_\_\_\_

(g) This Agreement shall begin on the Effective Date, which is the date it is signed by both Parties and shall continue for a period of five years, unless terminated as provided herein. The Parties may extend the Agreement for up to two additional one-year terms if done through a written amendment signed by both Parties.

(h) Contractor is responsible for providing all equipment and supplies to perform this Agreement.

(i) Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Agreement.

(j) This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the appropriate state or federal courts in the State of Michigan. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

This Agreement shall become effective on the date it is signed by the last signing party named hereafter.

CHARTER TOWNSHIP OF WHITE LAKE

USIC Locating Services, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Rik Kowall

Its: Supervisor

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022



**EXHIBIT "A"**



July 8, 2016

Gregory Baroni  
Charter Township of White Lake  
7525 Highland Road  
White Lake, MI 48383-2900

Re: Pricing Proposal for providing locate services

Mr Baroni,

URG would like to present for your consideration the following pricing proposal:

**Short Term Locating Services**

Normal Business Hours: \$19.38 per ticket  
After Hours / On Call Emergency: \$26.16 per ticket  
Project / Hourly Rate: \$58.78 per hour

**Long Term Contract Pricing (Minimum 2 year agreement)**

Normal Business Hours: \$13.51 per ticket  
After Hours / On Call Emergency: \$18.24 per ticket  
Project / Hourly Rate: \$48.78

We appreciate the opportunity and look forward to your reply. If you have any questions or require any further information, please feel free to contact me at anytime.

Regards,

Cadmus Casey  
Vice President  
Utility Resource Group LLC.  
[cadcasey@utilityresourcegroup.com](mailto:cadcasey@utilityresourcegroup.com)