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Trustees
Scott Ruggles
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WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

August 8, 2025

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

RE: Utilities Locating Service Agreement – Dragon Underground

Honorable Board of Trustees,

DPS wishes to engage the services of Dragon Underground LLC for water system locating associated with the Miss Dig system. There have been some management changes with our current provider and we are now in need of finding a new provider.

Currently, Dragon Underground serves Lyon Twp water and sewer, Green Oak Twp sewer, Livingston Community Water Authority, Hidden Lakes private water system, and does some work for the City of Novi. They have serviced these communities for the last 4 years and have 25 years of locating experience. They have an excellent track record, 100% on time in each community and have diligently protected their infrastructure, going above and beyond what the industry. Their pricing is similar to our current provider.

The Township Attorney has reviewed a rough draft of the agreement attached.

DPS requests the approval to move forward with a service agreement with Dragon Underground LLC pending final review by the Township Attorney and to authorize the final amended agreement to be executed by the Township Supervisor.

Sincerely,

DPS Director,
Charter Township of White Lake

CHARTER TOWNSHIP OF WHITE LAKE
INDEPENDENT CONTRACTOR AGREEMENT
FOR MISSDIG811 STAKING SERVICES FOR THE
WATER SYSTEM

This Independent Contractor Agreement for MISSDIG811 Staking Services for Water Main Systems made this _____, by and between **Charter Township of White Lake** (“Authority”), whose address is 7525 Highland Road, White Lake, Michigan 48383 and **Dragon Underground LLC** (“Contractor”) whose business address is 9633 Bloomhill Dr, Holly, MI 48442.

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

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

WHEREAS, the Authority participates in the MISSDIG 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 Authority to give notice by physically marking the location of its water lines, which are located underground, when the individual or entity submits a request in accordance with the Act; and

WHEREAS, the Authority 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, Contractor has agreed to update the MISSDIG maps and provide the staking services required under, and in accordance with, the Act, for and on behalf of the Authority;

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

1. That the above set forth recitals are included in this Agreement and made part hereof.
2. Contractor represents and warrants to the Authority that it has the capability of providing MISSDIG811 services to the Authority, and, for and on behalf of the Authority as required by the Act.
3. The Authority shall notify the MISSDIG Utilities Communication Program that Contractor is providing staking services to the Authority, and, for and on behalf of the Authority as required by the Act.
4. Contractor shall administer the staking services from a Call Center and shall implement procedures and protocols in accordance with the Act.

- a. The business address of the Call Center is 9633 Bloomhill Dr, Holly, MI. The telephone number of the Call Center is 248-310-7230, or email address is: dragon.underground.llc@gmail.com
- b. The Call Center shall operate twenty-four (24) hours a day, every day of the year.

5. 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. If the dig notice is provided during business hours, the 72-hour period shall be measured from the time the dig notice is made to the notification system. If a dig notice is given before 7 a.m. on a business day the 72-hour period begins at 7 a.m. on that day. If a dig notice is given on a nonbusiness day or after 5 p.m. on a business day, the 72-hour period begins at 7 a.m. on the next business day. All hours of nonbusiness days are excluded in counting the 72-hour period. Any emergency call must be acted on immediately, within the three (3) hour legal time limit.

6. Contractor shall mark the underground water facilities (main lines and service lines up to the curb valve) with the appropriate color-coded stakes or by other physical means and within the accuracy required by the Act. The Service staking shall be completed within the three (3) 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. Contractor shall also update the MISSDIG maps as part of this Agreement.

7. The Authority shall pay Contractor the following:

- a. Agreed Upon Pricing described in the attached Exhibit A.
- b. Contractor shall submit to the Authority the work performed for the previous thirty (30) day period along with a request for payment. The Authority shall process the request for the payment on a monthly schedule. The request for payment shall, at a minimum, provide written documentation of the utility activity for said period.

8. Contractor agrees that it shall commence work immediately upon execution of this Agreement and that the term of the Agreement shall be for one year from the date of execution, with an option to renew for additional one-year terms upon written agreement of both parties. The Authority may terminate the agreement, at its sole discretion, by giving Contractor written notice at least thirty (30) days prior to the expiration of the current contract and allowing Contractor to continue until other avenues are acquired. Contractor may terminate this Agreement upon 90 days advance written notice to the Township.

9. Contractor acknowledges and agrees that it is an independent contractor and is not an employee of the Authority. As such, Contractor shall not be entitled to participate in any fringe benefit programs adopted by the Authority, nor will Contractor be reimbursed for any expenses incurred. Authority acknowledges and agrees that it will have no policy implementations or requirements in the Contractor's operations, except the agreed upon MISSDIG/811 staking requirements. Contractor shall be responsible for paying all of its own taxes on any monies received for providing the services under this Agreement.

10. The Contractor shall not commence work under this contract until they have obtained the insurance required under this paragraph and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Authority. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverages:

- a) **Workers' 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 \$2,000,000 aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Ongoing Operations; (C) Products and Completed Operations; (D) Independent Contractors Coverage; (E) Broad Form General Liability Extensions or equivalent.
- 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**: The Authority, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and authorities, including employees and volunteers thereof shall be named as ***Additional Insureds*** on an endorsement form of the Commercial General Liability Insurance policy with respect to liability arising out of work or operations performed by or on behalf of Contractor.
- e) **Primary Coverage**: Insurance as required herein shall be primary and non-contributory, and any other insurance the Authority may have in effect shall be considered secondary and/or excess.
- f) **Cancellation Notice**: Policies as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Authority.
- g) **Proof of Insurance Coverage**: The Contractor shall provide the Authority at the time the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable.
- h) If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to Authority at least ten (10) days prior to the expiration date.

11. Contractor shall defend, pay on behalf of, hold harmless and indemnify the Authority 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 Authority, its elected and appointed officials, employees or others working on behalf of the Authority 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 Authority.

12. Miscellaneous Provisions.

- a. This Agreement may only be assumed by a successor or assign of Contractor following approval of the Township Board of Trustees.
- b. If any 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 entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into either party other than as contained herein.
- d. No modification or waiver of any provision of this Agreement shall be valid unless the modification or waiver is in writing and signed by the Authority and Contractor.
- e. The parties represent that they have the authority to execute this Agreement and bind their respective entities thereto.
- f. Contractor is responsible for providing all equipment and supplies to perform this Agreement.
- g. 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.
- h. This Agreement shall be governed 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.
- i. 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:

Dragon Underground, LLC
9633 Bloomhill Dr.
Holly, MI 48442

- j. This Agreements shall be effective on the date it is signed by the last signing party named hereafter.

CHARTER TOWNSHIP OF WHITE LAKE

Dated: _____

By:
Its: Supervisor

Dated: _____

By:
Its: Clerk

DRAGON UNDERGROUND LLC

Dated: _____

By: Phillip Sanson
Its:

Exhibit A

\$15.00 per utility per MISSDIG request- normal notices- marked

\$2.00 per utility per MISSDIG request- clear

\$20.00 per utility per MISSDIG request- normal hours emergency-marked 7am-4pm

\$50.00 per MISSDIG request- after hours emergency-marked

\$100 per MISSDIG request- 12am-12pm, National Holiday emergency

\$75.00 per hour 180 project tickets-1 hr minimum, quarterly after that

***these have to be legitimate projects, not single lots called in as projects

\$25.00 per hour/per structure, quarterly after -structure dig ups- stop boxes, manhole covers.

****a company best practice for extensive excavation situations:water, sewer, road construction, directional drilling