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# MEMBERSHIP MANUAL



# WELCOME



## **MEMBERSHIP MANUAL**

**MISS DIG SYSTEM, INC.**

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Our intent is that this manual be a dependable resource for you and others within your organization who are tasked with monitoring and responding to both dig and design notifications (tickets). For your reference, your MISS DIG 811 legal documents are included in Section VI.

This manual contains key information about MISS DIG 811 ticket receipt, ticket format, maintenance account use, and other pertinent information including holiday and after-hours procedures.

Please update this guide often with the user guides that are available through your web accounts and any other supplemental information you find on our website at [www.missdig811.org](http://www.missdig811.org).

Our website is a boundless source of information, including links to the Michigan Damage Prevention Board Committee and Best Practices documents like marking guidelines and other infographics. Visit <http://www.missdig.org/committees--best-practices.html> for more information.

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## II. MEMBERSHIP

### A. YOUR MEMBER CODES

Your member codes are unique databases that contain contact information, phone numbers, ticket delivery, after-hour instructions, maps, places, and notification settings. Most of this information is maintained by you, the member, with accounts and software provided by MISS DIG 811. These accounts are called Remote Member Access (RMA) accounts.

#### *Your member codes are:*

Please include at least one of these codes in initial correspondence with MISS DIG 811 staff and have them on hand before you call to speak with us.

For questions or assistance please call 800.482-7161 to speak with a member of the Member Services Department.

The Member Services Department provides support to members during the hours of 7:00am to 5:00pm, Monday through Friday, except on MISS DIG 811-observed holidays. Please contact them for the following:

- General membership inquiries
- Billing information
- Establishing new member codes
- Troubleshooting ticket transmission during business hours
- Inputting ticket delivery changes
- Assistance with maintenance of your member codes using the RMA accounts
- Resending missing tickets
- Assistance to a member agent, third-party locator, or ticket management software vendor
- Mapping assistance

Requests for ticket delivery changes can be made by emailing [membersupport@missdig811.org](mailto:membersupport@missdig811.org). Be sure to include your member code in the email. You can also complete a request for ticket delivery change through the form on the Member Services Department webpages of the website at [www.missdig811.org](http://www.missdig811.org).

Please direct mapping questions to [membersupport@missdig811.org](mailto:membersupport@missdig811.org) or phone 800.482.7161.

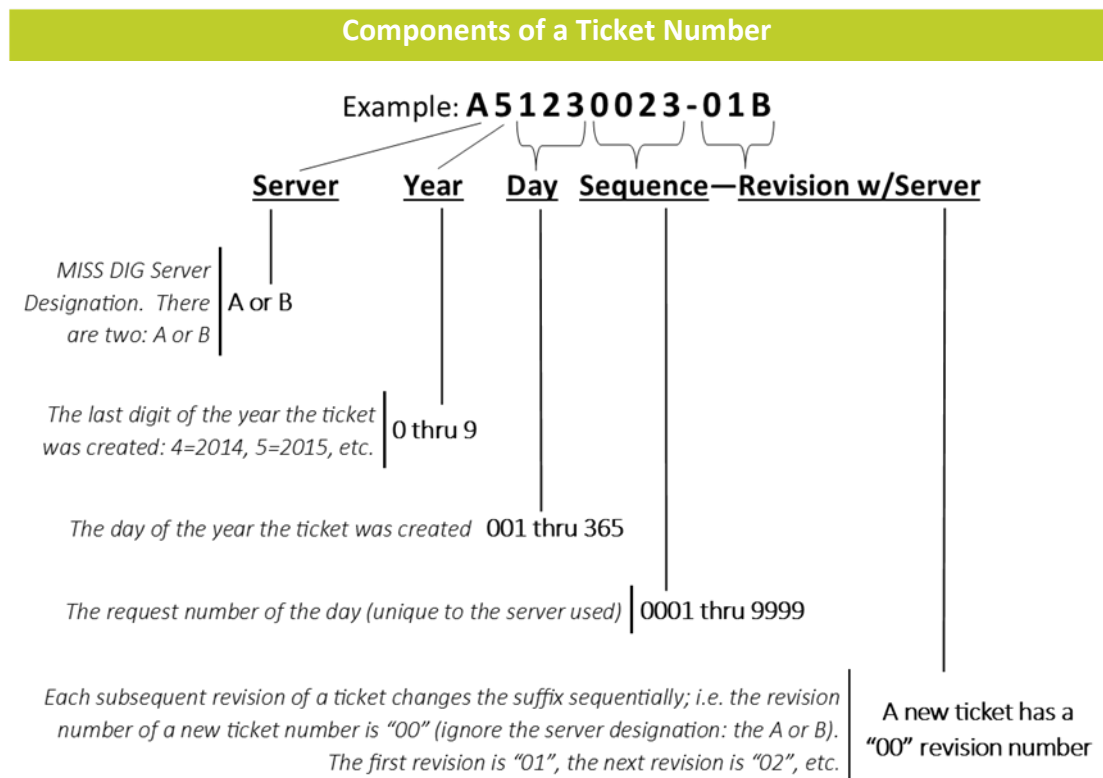
## B. USE OF AGENTS

As facility owners, you are responsible for locating all underground facilities that you own, operate, and/or maintain in accordance with the State of Michigan Public Act 174. This includes receipt of tickets and mandatory participation in the Positive Response system, as well as maintaining and mapping the databases of your codes.

If you have assigned any of these responsibilities to a third party, MISS DIG 811 requires a completed Agent Letter on file that designates who will complete these tasks on your behalf. Please contact the Member Services Department for that paperwork or visit the Resources page of the MISS DIG 811 website.

## C. TICKET DELIVERY

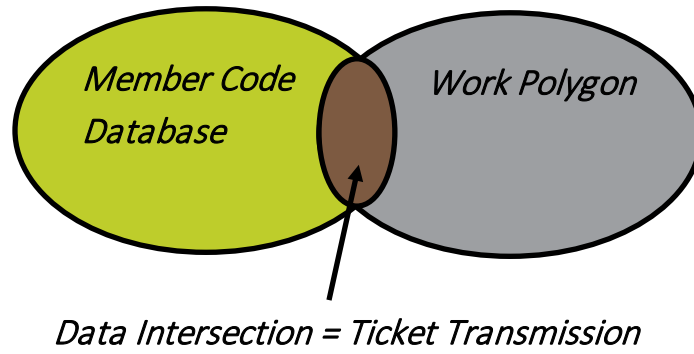
### 1. MISS DIG 811 TICKET NUMBER FORMAT



## TICKET DELIVERY (CONTINUED)

### 2. TICKET TRANSMISSION

A ticket is transmitted to your code(s) when a contractor's work location intersects with the facility location information in your member code's database. That information includes the lines, points, and/or polygons you have added to your database.



#### Ticket Information Used in Ticket Transmission

**Maps** A member must map the location of their underground facilities using shapes.

**Shapes** Lines, points, or polygons used to denote the location of underground facilities. Lines and points are automatically buffered; polygons are not.

### 3. DELIVERY METHODS

We accept a single email address for fixed text or XML format ticket delivery. We also accept a single cellphone number for fixed text message delivery.

Ticket delivery may be temporarily alternated in the event of equipment failure or maintenance issues, so we recommend providing us with an alternate email address (with a different domain) or cellphone number.

### 4. DELIVERY SOURCE

Tickets are sent from one of two MISS DIG 811 servers from the following email address:

		<a href="mailto:OCARS_Pro@missdig.org">OCARS_Pro@missdig.org</a>	
		IP Address	
Mail Server & Name		Primary	Secondary
A	mail.missdig.org	50.206.236.227	67.214.125.99
B	misdigb.missdig.org	204.232.89.13	24.213.7.133

[OCARS\\_Pro@MissDig.org](mailto:OCARS_Pro@MissDig.org) is used for sending tickets only. Do not respond to emails received from this address.

It is the member's responsibility to attend to the system they use for receipt of tickets during normal MISS DIG 811 business hours, Monday through Friday from 8:00am to 4:00pm (EST). After-hours procedures are in place from 4:00pm to 8:00am (EST) of the following workday, Monday through Friday, and all day on weekends and holidays.



## D. TICKET FORMAT

### 1. FORMAT OPTIONS

The ticket format is available in fixed text, SMST (text message), or XML format. The XML format is available with or without metadata. Please note that members who use XML format or ticket management software to parse ticket information (i.e. separate and distribute only specific fields within the notification) may not see a ticket header, banner, or other fields.

### 2. TICKET FIELDS

The following diagram displays the information shown on a printed ticket. Use the information in the following sections of this manual for definitions of each component of the ticket including the header, banner, ticket types, priorities, categories, look-ups, abbreviations, and components one through 37.

MBRCDE SEQNO MISSDIGx MM/DD/YY HH:MM:SS TICKET#-REVx PPPP TTTT LLLL CCCC			
****REQUEST EXPLANATION****			
1) Ticket	:	2) Recd:	3) Oper:
5) Org Tkt	:	6) Recd:	4) Rev:
8) Digstart	:	Time:	7) Oper:
9) Tkt Life	:	Time:	
Positive Response Required:	Y	10) Response Due:	
11) Firm	:	12) Caller	:
13) Phone	:	Ext:	14) Fax :
16) Address	:	15) Text:	
City	:	State:	Zip:
17) E-mail	:		
18) FieldCnt	:	19) Number	:
20) County	:	21) Place	:
22) Grids	:		
23) Polygon	:		
24) Lat	:	Long:	
25) Work Typ	:	26) Done For	:
27) Address	:		
28) Street	:		
29) 1 <sup>st</sup> x-st	:	Dir ___ of	
2 <sup>nd</sup> x-st	:	Dir ___ of	
30) Subdivsn	:	31) Lots	:
32) Stk Info	:		
33) Boring	:	34) On-going project:	35) Working In or Near R/R Easement:
36) AddlInfo	:		
37) Members	:		

## TICKET FORMAT (CONTINUED)

### 3. TICKET HEADER (NOT SHOWN ON XML FORMAT)

The information included on a ticket will help you discern the urgency of the request, as well as your legally required response time to the request.

**Header Format:** MBRCDE \*SEQNO MISSDIGx MM/DD/YY HR:MM/SS TICKET-REVx PPPP TTTT LLLL CCCC

**Sample:** CEEDIS 0001 MISSDIGa 12/9/13 15:09:20 B33431087-00B SHRT NEW GRID

Header Legend		
Sample	Format	Explanation
CEEDIS	MBRCDE	Member Code
0001	*SEQNO	*Ticket Sequence Number – See <i>Delivery Summaries (section I-E.)</i>
MISSDIGa	MISSDIGx	Server Designation: MISS DIG 811 has two (2) – A or B
12/9/13	MM/DD/YY	Date Ticket was Sent to Receiving Equipment: A two-digit year is used
15:09:20	HH/MM/SS	Time Ticket was Sent to Receiving Equipment: A 24-hour clock is used
B33431087	TICKET	Ticket Number – See <i>Ticket Number Format (section I-B.1.)</i>
00B	REV	Ticket Revision Number w/ Server – New Tickets Begin with “00”
SHRT	PPPP	Ticket Priority
NEW	TTTT	Ticket Type
GRID	LLLL	Ticket Lookup Type
CCCC	CCCC	Ticket Category (may not appear)

*See section IV below for explanation.*

*\*For transmissions that are not tickets, the sequence number is replaced with one of the following:*

- \*EOD\* | End-of-Day audit
- \*SUM\* | Transmission summary that is not the End-of-Day, i.e. a request for all tickets sent thus far on the current day, or a resend of a prior day's end of day summary, or a summary of another member code's transmissions sent at end of day.
- \*MSG\* | Administrative broadcast message

## TICKET FORMAT (CONTINUED)

### 4. TICKET TYPES, PRIORITIES, CATEGORIES, AND LOOK-UPS

PPPP – Priority		TTTT – Type	
<b>EMER*</b>	Emergency (less than 72 hrs. notice)	<b>NEW</b>	New ticket
<b>RUSH</b>	Onsite, non-emergency (0-4 hrs. notice)	<b>CNCL</b>	Cancelled ticket
<b>SHRT</b>	Short notice request (5 - 71 hrs. notice)	<b>RXMT</b>	Previously issued ticket with revisions
<b>NORM</b>	Normal notice (72+ hrs. notice)	<b>RSND</b>	Resend of ticket
LLLL – Look-Up Type		CCCC- Category	
<b>GRID</b>	Work site was mapped so the spatial data of the work site prompted ticket delivery to your code	<b>LREQ</b>	Locate request
		<b>DSGN</b>	Design ticket – see Sect. IV
		<b>MEET</b>	A meeting has been requested
		<b>RSND</b>	Resend of ticket
		<b>MRNE</b>	Marine ticket
		<b>NOMK</b>	No Marks ticket
		<b>DMRNE</b>	Design Marine ticket

\*An emergency is defined as any work that requires locating and staking in less than three working days due to lack of facilities or possible hazard to health, life, or property. Other types of work may be considered an emergency depending on circumstances; therefore, this list is not all inclusive.

### General Emergency Categories

Basin repair (leak)	Drain field repair (flood)
Hydrant repair	Stop box repair
Broken pole repair/replace	Electric line repair
Install gas service line (no heat)	Streetlight pole repair
Cable TV service repair	Expose wet buried cable
Install water service (no water)	Telephone line repair
Catch basin repair	Fence around an open hole/pool
Plane crash	Traffic signal pole repair
Caved-in sewer	Fire line repair
Septic tank repair (no facilities, leak)	Train derailment
Demolish building (end service, hazard)	Gas leak repair
Sewer repair (no facilities, leak)	Water main break/repair
Excavate wet phone cable	Gate well repair
Sign install (stop, bridge out)	Water valve repair

### 5. TICKET BANNER

The banner located under the header will be marked with \*\*\*\*. It will indicate if the ticket is either an *underground* or *overhead* ticket, and if it is a *joint meet* ticket or *marine* ticket.

Banner	Request Explanation
<b>Underground</b>	Request the location of any underground facilities that conflict with the work site
<b>Overhead</b>	Request to meet with the owner of overhead electrical prior to the work start date
<b>Joint Meet</b>	Request for utility locate to commence after a meeting with the contractor
<b>Marine</b>	Request for markings in bodies of water

## TICKET FORMAT (CONTINUED)

### 6. COMMON ABBREVIATIONS

Use the *Common Abbreviations* list included at the end of this section for reference when reading a dig ticket.

### 7. TICKET SUMMARY

The following is a summary of the MISS DIG 811 ticket format. Note that if your system parses tickets (i.e. separate and distribute only specific fields within the notification), various fields may not appear.

Dig Ticket Components		
1	Ticket	MISS DIG Ticket Number for this transmission
2	Recd	Date and time this revision of the ticket was transmitted by MISS DIG
3	Oper	Initials of the operator who created this revision of the dig ticket in the MISS DIG office or the login assigned to web ticket entry user who generated this revision of the ticket
4	Rev	Number of times ticket was retransmitted. Revisions are sequential and start with 00.
5	Org Tkt	MISS DIG Ticket Number for earlier transmissions of this ticket
6	Recd	Date and time any earlier revision of the ticket was transmitted by MISS DIG. If this is a NEW ticket, this information will match the previous date and time.
7	Oper	Initials of the operator who created the original dig ticket in the MISS DIG office or the login assigned to web ticket entry user who created the ticket
8	Digstart	The date and time when the work will begin
9	Tkt Life	This is either 21 calendar days or 6 months (6 months = project tkt) from the "Digstart" date and represents the length of time the ticket remains available in the MISS DIG database for the purpose of additional processing. This date has no relationship to marks, flags, stakes or paint that may be placed in the field by the utility owner or their contractor.
10	Response Due	Post your response by the <b>LEGAL RESPONSE DUE DATE &amp; TIME</b> shown in this field
11	Firm	The company or individual performing the excavation
12	Caller	The individual that gave the ticket information to MISS DIG
13	Phone	The call back phone number for the caller
14	Fax	Fax number for the caller
15	Text	SMS text field to facilitate a text confirmation of the dig ticket
16	Address	The address of the company or individual requesting the utility locate
17	E-mail	Email address for caller or firm
18	FieldCnt	The person to be contacted by members if necessary
19	Number	The designated field contact phone number (optional field)
20	County	The county where work will be done
21	Place	The city, township or village where the work will be done
22	Grids	These are assigned to the work site by MISS DIG grid mapping system
23	Polygon	These four latitude/longitude points encompass the work site
24	Lat / Long	A reference Latitude and Longitude at the worksite may be provided by caller here
25	Work Type	A brief work description
26	Done for	Indicates who the work is being done for (optional field)
27	Address	The street address where work will be done
28	Street	Where work will be done. More specific work site information is included in the "Stk Info"
29	1st x-st / 2 <sup>nd</sup> x-st	The nearest intersecting road to the work site. An addl intersecting rd may show. Directions from the work site may be included if they were provided by the caller.
30	Subdivsn	The subdivision name, if provided by the caller.
31	Lots	The lot number(s) in subdivision, if provided by the caller.
32	Stk Info	Description of work location and utility locate instructions. Use <i>Common Abbreviations</i> .
33	Boring	Is there going to be directional boring performed? There is a "yes" or "no" answer.
34	On-going project	See Item (9). This is a "yes" or "no" answer.
35	Working In or Near R/R Easement	This indicates that the excavator maybe working within 250 feet of a railroad easement. This is a "yes" or "no" answer.
36	AddInfo	The history of dates/times and reasons that a ticket was retransmitted, i.e. for re-stake (addl request for staking), missing information, etc.



## E. ALTERNATIVE MESSAGING

Members may elect to receive duplicate transmissions via mobile technology for all tickets or emergency and high-priority tickets only. Three formats are available to alert members of pending excavation. Members will select one option when choosing to receive these supplementary transmissions:

- a) Always
- b) During **MISS DIG 811** business hours
- c) During off-hours only

### 1. SHORT MOBILE FORMAT

For text devices with limited character capacity: This format does not include all ticket information, but it can alert members of an emergency or high-priority excavation with sufficient information to respond appropriately while away from the office. It includes ticket number, priority, start date and time, dig site address, caller name, and caller telephone number. It is limited to 140 characters or less. Standard text message charges apply to a recipient's cell phone.

**Sample:**

Tkt A61234567-00A CODENAME  
EMER 01/26 09:00am  
1234 MAIN ST  
x/s SHELBY RD  
SHELBY /T  
MACOMB  
810-555-1234  
ALL AMERICAN SEWER REPAIR

### 2. LONG MOBILE FORMAT

For text devices with higher character capacities than text devices: This format does not include all ticket information, but it can alert members of an emergency or high priority excavation with sufficient information to respond appropriately while away from the office. It includes all of the information shown: nearest cross-street, additional jobsite location information, work type, excavator company name, and site contact name and telephone number (depending on device limitations).

**Sample:**

Tkt A61234567-00A CODENAME  
EMER 01/26 09:00am  
1234 MAIN ST  
x/s SHELBY RD  
SHELBY /T  
MACOMB  
Location: STK ENTIRE LOT  
Work Type: REPLC SEPTIC FIELD – NO FACIL  
Caller information:  
Betty Jones  
810-555-1234  
ALL AMERICAN SEWER REPAIR  
Contact:  
John Smith  
810-222-3434

### 3. FULL TICKET FORMAT

Full ticket information: It may result in numerous texts received by member.

## F. DELIVERY SUMMARIES

To confirm receipt of tickets, at the end of each day (specifically, one minute after the end of day at 12:00am EST), a 24-hour summary is transmitted to each member from both of our MISS DIG 811 servers A and B.

To help account for all tickets sent by MISS DIG 811, our system sequentially numbers notifications delivered to you. The sequence begins with 00001 at the start of each day. Our two servers are independent, so the sequence number is specific to the origin server: "MISDIGa" or "MISDIGb". If you suspect you are missing a ticket, phone the Member Services Department to request the missing ticket(s).

Each summary will begin with the first ticket sent (00001), followed by the corresponding ticket number and time delivered to member. Remember that two summaries will be sent.

### SAMPLE "A" - END OF DAY SUMMARY

*CODE \*SUM\* MISDIGa 10/16/15 08:26:26*

\*\*\*\*\*

*\* THIS IS YOUR END OF DAY SUMMARY REPORT FROM MISS DIG FOR 10/15/15. PLEASE \*\* CALL THE CENTER AT 800-482-7161 AFTER 8:00 IF THERE ARE ANY DISCREPANCIES. \**

\*\*\*\*\*

**00001** A52880070-00A 08:14    **00002** B52861996-01A 08:40 C  
**00003** A52880130-00A 08:47    **00004** A52880210-00A 09:25  
**00005** A52880229-00A 09:39    **00006** A52880249-00A 09:49  
**00007** A52880310-00A 10:18    **00008** A52880312-00A 10:19  
**00009** A52880349-00A 10:44    **00010** A52850325-01A 11:13 R  
**00011** A52880476-00A 11:32    **00012** A52880528-00A 11:57  
**00013** A52880755-00A 14:12    **00014** A52880798-00A 14:33  
**00015** A52880870-00A 15:10    **00016** A52880960-00A 16:02  
**00017** A52880990-00A 16:28    **00018** A52881002-00A 16:41  
**00019** A52881003-00A 16:41    **00020** A52881004-00A 16:42  
**00021** A52881006-00A 16:43    **00022** A52881030-00A 17:00  
**00023** A52881031-00A 17:01

(R)	REVISED	00001
(C)	CANCEL	00001
(S)	RESENT	00000
(Y)	RENOTIFY	00000
(U)	UNGRIDDED	00000
( )	NORMAL	00021
	TOTAL	00023

A legend that lists ticket types appears at the end of the summary.

## G. COMMON ABBREVIATIONS

Below are commonly abbreviated words that should be used in the “Locate Info” and “Type of Work” fields. These abbreviations will shorten the time it takes to enter tickets and will be easily understood by the members. Please only use the abbreviations on the list. If in doubt, spell it out.

<b>ADDN</b>	Addition	<b>LOC</b>	Location
<b>ADDL</b>	Additional	<b>LTD</b>	Limited
<b>ADDR</b>	Address	<b>MAINT</b>	Maintenance
<b>AKA</b>	Also known as	<b>MKT</b>	Market
<b>ALT</b>	Alternate	<b>MI</b>	Mile
<b>ANCH</b>	Anchor	<b>MOB HM PK</b>	Mobile home park
<b>&amp;</b>	And	<b>MT</b>	Mount or mountain
<b>APT</b>	Apartment	<b>MTR</b>	Meter
<b>APPT</b>	Appointment	<b>N</b>	North
<b>APX</b>	Approximately	<b>N/B</b>	North bound
<b>ASAP</b>	As soon as possible	<b>NR</b>	Near
<b>AVAIL</b>	Available	<b>OPP</b>	Opposite
<b>AVE</b>	Avenue	<b>PED</b>	Pedestal
<b>BEG</b>	Begin or beginning	<b>P/L</b>	Property line
<b>BET</b>	Between	<b>PK</b>	Park
<b>BK</b>	Back	<b>PKG</b>	Parking
<b>BLDG</b>	Building	<b>PKWY</b>	Parkway
<b>BLDR</b>	Builder	<b>PLBG</b>	Plumbing
<b>BLK</b>	Block	<b>PLC</b>	Place
<b>BLVD</b>	Boulevard	<b>PLS</b>	Please
<b>BRKN</b>	Broken	<b>PROP</b>	Property
<b>BSMT</b>	Basement	<b>PT</b>	Point
<b>BTH</b>	Both	<b>PVMT</b>	Pavement
<b>C/L</b>	Center line	<b>PWR</b>	Power
<b>CATV</b>	Cable television	<b>PVT</b>	Private
<b>CHNG</b>	Change	<b>QUAD</b>	Quadrant
<b>CIR</b>	Circle	<b>QUEST</b>	Question
<b>CLR</b>	Clear	<b>RELOC</b>	Relocate
<b>CNTY</b>	County	<b>REMV</b>	Remove
<b>CO</b>	Company	<b>REPLC</b>	Replace
<b>COMM</b>	Commission	<b>REPR</b>	Repair
<b>COMMUN</b>	Communication	<b>REQ</b>	Request



CONDO	Condominium	RESID	Residence
CONST	Construction	RD	Road
CONTR	Contractor	REST	Restaurant
COR	Corner	RESTK	Restake
CORP	Corporation	R-O-W	Right-of-way
CORR	Correction	RR	Railroad
CRK	Creek	S	South
CT	Court	S/B	South bound
CUST	Customer	SANI	Sanitary
CY	City	SEC	Section
DEMOL	Demolish	SD	Side
DIR	Direction	SDWLK	Sidewalk
DR	Drive	SERV	Service
DRWY	Driveway	SHRS	Shores
E	East	SPRINK	Sprinkler
E/B	East bound	ST	Street
ELEC	Electric	STA	Station
ELEM	Elementary	STK	Stake
EMERG	Emergency	STKG	Staking
ENCL	Enclosure	SUB	Subdivision
ENGR	Engineering	SWR	Sewer
ENTR	Entrance	SYS	System
ESMT	Easement	TEL	Telephone
ESP	Especially	TEMP	Temporary
ESTS	Estates	TERM	Terminal
EXC	Excavation	TKT	Ticket
EXIST	Existing	TRANSF	Transformer
EXT	Extension	TRANSM	Transmission
FACIL	Facilities	TRANSP	Transplant
FRM	From	THRU	Through
FRT	Front	TRL	Trail
FT	Foot or feet	TRLR	Trailer
FTG	Footing	TRAX	Tracks (RR tracks)
GRD	Ground	TWP	Township
HI PRESS	High pressure	UG	Underground
HLS	Hills	UNKN	Unknown
HSE	House	UTILS	Utilities
HTG	Heating	VAC	Vacant

HTS	Heights	VLG	Village
HWY	Highway	W	West
HYDT	Hydrant	W/	With
IFO	In front of	W/B	West bound
INC	Incorporated	WDS	Woods
INFO	Information	WMB	Water main break
INSTL	Install	WO	Work order
INTER	Intersection	WRK	Work
INVIS	Invisible	WRKG	Working
IRRIG	Irrigation	WTR	Water
LNDSCP	Landscape	X-ST	Cross street
LK	Lake or leak	XWAY	Expressway
LN	Lane	YD	Yard

# III. OFF-HOURS PROCEDURES

## A. AFTER-HOURS

Members are responsible for manning the system they use for receipt of tickets Monday through Friday from 8:00am to 4:00pm (EST) during normal MISS DIG 811 business hours. After-hours procedures are in place at 4:00pm (EST), Monday through Friday, and all day on weekends and holidays.

During after-hours, all tickets will continue to be transmitted to your receiving equipment. In addition, details of emergency tickets and tickets with a dig start date and time during after-hours (see above definition) will be phoned to you by our automated IVR system (if requested) using your current after-hour emergency phone number specified in your contacts database and/or texted to a member code when one or more after-hours contacts have been programmed by the member.

**Reminder to Our Members:** No special provisions are made for emergency tickets during MISS DIG 811's normal business hours, so your ticket receipt should be monitored.

Available After-Hours Options		
Option	Service Provided	Cost
Interactive Voice Response (IVR)	The IVR will make three attempts to contact up to two designated after-hours emergency phone numbers before terminating calls	No Fee
Short Mobile Format (SMS)	Provides most critical ticket information to up to five designated phone numbers	No Fee
Long Mobile Format	Provides critical/additional ticket information	First text code setup fee \$369; additional codes \$153
DO NOT CALL	If a member monitors ticket delivery 24/7, they can request "DO NOT CALL" and we will not call out after-hour emergencies via IVR or SMS.	No Fee

**NOTE:** You will still receive all tickets through your regular ticket delivery.

Also, members should make internal arrangements, such as internal forwarding of emailed tickets, to monitor ticket delivery, when scheduling issues (e.g. illness or vacation) arise within your organization.

## B. HOLIDAYS

On holidays observed by MISS DIG 811, only minimum staffing is available to receive and transmit dig tickets. The MISS DIG 811 Member Services Department is not accessible until the following workday. Please visit our website for a current list of holidays observed by MISS DIG 811. You can find this list at the bottom of the Contact page of our website at [www.missdig811.org](http://www.missdig811.org).

To remind members prior to a scheduled holiday, a broadcast message will be sent via their normal dig ticket delivery method.

Other holidays NOT observed by MISS DIG 811 will be a regular workday for the MISS DIG 811 Member Services Department (e.g. Columbus Day, Election Day, Veterans Day, and Presidents Day).

# IV. RESPONSES, RESEARCH, & CODE MAINTENANCE

The contents of a code’s database are controlled and maintained by a member or their designated agent with the MISS DIG 811-provided accounts that allow Remote Member Access to our servers. We call these RMA accounts. The Remote Member Access program provides members around-the-clock access to MISS DIG 811 for code maintenance, research, reports, and more. Some of these accounts require executable software to be downloaded onto your computer. A member may elect not to have an RMAP account if another means of responding to a ticket is available (e.g. an agent performing the task or a TCP account (see Section III.A)).

The table below details the functions of each account type.

Available Remote Member Access (RMA) Accounts			
Type	Name	Function	Access Via
<b>RMAA</b>	Administrator	Contact updates, Positive Response, Ticket Search, reports	Web-based and executable download*
<b>RMAF</b>	Full	Contact updates, Positive Response, Ticket Search, reports, viewing and editing databases	Web-based and executable download*
<b>RMAL</b>	Limited	Contact updates, Ticket Search, reports	Web-based and executable download*
<b>RMAM</b>	Mapping	Viewing and editing databases, Ticket Search	Web-based and executable download*
<b>RMAP</b>	Positive Response	Positive Response, [some] reports	Web-based
<b>RMAS</b>	Search	Ticket Search	Web-based and executable download*

\*See the Newtin Program Install Guide available on the main menu of each individual RMA account.

All accounts require login credentials that are created by the member when applying for these accounts.

Use the following link to access the application:

[http://newtina.missdig.org/newtinweb/rma\\_signup.html](http://newtina.missdig.org/newtinweb/rma_signup.html)

Use this table to record your login credentials once your accounts are created and activated.

Account	Name	Username	Password
<b>RMAA</b>	Administrator		
<b>RMAF</b>	Full		
<b>RMAL</b>	Limited		
<b>RMAM</b>	Mapping		
<b>RMAP</b>	Positive Response		
<b>RMAS</b>	Search		

The user guides for each feature are available on the main menu of the individual accounts.

## A. RESPONSES

### 1. METHODS

Use of the Positive Response system to provide a response to every dig ticket you receive is required by State of Michigan law. Positive Response is the web-based resource used to check the status of a dig or design request. Excavators and homeowners must check Positive Response prior to digging in order to verify that the utilities have been marked or are clear, or to check if a municipality or utility has yet to respond. Again, participation in the program is *mandatory*. There are three methods to provide a response to the online system:

Positive Response Methods		
Type	Requirement	Secondary Requirement
Manual	Positive Response Account (RMAA, RMAF, RMAP)	
Manual	Positive Response Account (RMAA, RMAF, RMAP)	Member ID for IVR
Automatic	Ticket Management Software	TCP Account, API

### 2. TIMING

The table shown below includes the general guidelines for response times, but each ticket you receive will include a response due date field. If you do not respond by the response due date, the system will generate a red-colored “999” code. This warns the excavator that you, the member, have not responded and that, legally, he or she cannot proceed with the work.

		Hours		Days		
Legal Response	Crew on Site	<b>Three Hours</b>	<b>24 Business Hours</b>	<b>Three Business Days</b>	<b>10 Business Days</b>	
		On-site Emergency	Destroyed Markings	Normal Ticket	Design Ticket	
		Additional Assistance Needed	<b>Post your response by the legal response due date and time shown on each ticket you receive.</b>			
		Unmarked Facility				
		Misapplied Positive Response Code				

### 3. RESPONSE DEFINITIONS

It is critical that you understand the available response codes for dig tickets, as they direct the excavating party on how and when to proceed safely with the work.

Use [http://newtin.missdig.org/newtinweb/pos\\_resp\\_key.html](http://newtin.missdig.org/newtinweb/pos_resp_key.html) for the definitions of response codes available for use in the system.

## RESPONSE DEFINITIONS (CONTINUED)

Response codes are color-coded to guide the excavator's next steps. When posting a response, assure that the color of the response corresponds with how you want the contractor to proceed.

- **RED**—Do not dig
- **YELLOW**—Contact the facility owner
- **GREEN**—Proceed with caution

### 4. RMA ACCOUNTS

The *Positive Response User Guide* will guide you through the manual method of posting to the Positive Response online system. Links to the user guide and an instructional video are available on the main menu of your RMAA, RMAF, or RMAP account. Also, links to instructional videos for Positive Response users are available on our website at [www.missdig811.org](http://www.missdig811.org).

## B. MEMBER CONTACT UPDATES

Members can update only the contact information on their member codes through the RMA accounts. Contact updates to the RMA accounts themselves must be submitted to the Member Services Department, as do requests for ticket delivery changes. Please keep in mind that we encourage new employees to apply for his or her own RMA account(s), rather than transfer existing accounts.

It is important to remember that the after-hours call-outs or text messages from MISS DIG 811 are not related to your 24/7 ticket delivery. These are courtesy call-outs. You will receive all MISS DIG 811 tickets to your primary ticket delivery destination 24/7.

Update contact information when:
Your personnel and/or their contact information has changed.
An after-hours contact name or number has changed.

## C. RESEARCH

The main menu of an RMAA, RMAF, RMAL, and RMAP accounts gives you access to multiple reports that can help you evaluate your Positive Response performance, as well as the accuracy of your mapped database. Here are some reports that are available:

- Monthly ticket statistics
- Response inquiry by ticket number of due date
- Response statistics with ticket number

## D. 120-DAY TICKET SEARCH

We call this short-term Ticket Search application “*Ticket Search Lite*”. It is readily available at [tsl.missdig.org](http://tsl.missdig.org). Unlike long-term Ticket Search, this web-based feature does not require download of executable software onto your computer.

Log-in using your RMAL credentials. Search dig and design tickets that were transmitted to your code during and up to a 7-day range. It will search a specified range up to 120 days old. See the *Ticket Search Lite User Guide* included at the end of this manual section.

## E. LONG-TERM TICKET SEARCH

This application allows users to search and print dig and design tickets that were transmitted to their codes within a six-year time frame. The .exe download for this is available on the main menu of the RMAA, RMAF, RMAL, RMAM, and RMAS accounts. Not to be confused with Remote Ticket Entry (RTE), RMA gives members access to tickets they are responsible for locating. Use the *Newtin Program Install Guide* available on the main menu of the RMAA, RMAF, RMAL, RMAM, and RMAS accounts for .exe download instructions.

Download Long-Term Ticket Search
This application allows users to search and print tickets that they received within a six-year time frame
The .exe download for this is available on the main menu of the RMAA, RMAF, RMAL, RMAM, and RMAS accounts.

## F. VERIFY AND SELF-MAP A DATABASE

Viewing or editing your facility code database maps require the download of an executable program from the main menu of your RMAF or RMAM account. Use the *Newtin Program Install Guide* available on the main menu of each account to complete this step. After the download of the polygon software, you can add shapes (points, lines, or polygon data) to your database to define the location of your underground facilities.



## G. MAPPING OPTIONS

Review the *Options for Database Mapping* guide sent by MISS DIG 811 upon activation of the RMAA or RMAM account for a detailed description of other mapping options available to you, including import of GIS spatial data.

The following user guides are available on the Resources page of our website at <http://www.missdig.org/members.html>:

*Google Map Layer User Guide*  
*Member Poly Maintenance User Guide*  
*Place Updates User Guide*  
*Database Import Requirements*  
*Options for Database Mapping*

Existing non-spatial information can also be used by MISS DIG 811 Member Services to help you develop a mapped database. Please contact us for assistance.

Self-Map Using MISS DIG 811 Software	Spatial Data Import GIS Data	Non-Spatial Information
Shapes	SHP data (includes PRJ, SHX, and DBF files)	As-built drawings
	KML or KMZ data (Google)	JPEG
		Plat maps
		Paper maps
		PDF

## V. COLLABORATIVE DESIGN

Adapting to the needs of a changing world, MISS DIG 811 offers the Collaborative Design Program. Building on our long-standing design ticket, this is a holistic approach to coordination. The program optimizes engagement of all current and future infrastructure owners, maximizing the investment and minimizing disruption to hard surfaces, existing infrastructure, and the public.

The Michigan Infrastructure Commission (MIC) reported a multi-billion-dollar requirement in annual updates for decades to come. The State of Michigan believes that the foundation of success in managing such a significant number of projects is cooperation between potentially conflicting projects during the design process. The MISS DIG 811 Collaborative Design Program addresses these challenges.

Facility owner participation in the Collaborative Design Program is mandatory under Michigan's Public Act 174 of 2013. Design tickets are different than dig tickets; therefore, an additional member code specifically for the transmission of design tickets is required. Member codes for design tickets begin with "DSG."

Like facility codes, design codes contain a mapped database containing the sum of the databases from all of your facility codes. The database triggers ticket delivery. Members can opt to extend the notification area beyond existing facilities to cover known future installations.

This program enables designers, engineers, municipalities, architects, consultants, or contractors to contact the appropriate person at all affected facilities with one notice to *initiate* communication during the design stage of projects. The notification is for planning purposes only. It is not intended to replace a dig ticket. The member has ten business days to respond.

Upon receipt of a design ticket, the member is required to provide the size and type of the facilities and the approximate location. The primary method used to supply this information is the sharing of maps. If you do not have sufficient records, you may arrange for the marking of your facilities.

**Intent of Purpose:** The obligation of the facility owner/operator is to first determine if they have facilities in the design area, and then to provide drawings or records for the area as described by designer. If a) the facility owner/operator determines that they do not have sufficient drawings or records, then the facility owner/operator will arrange for the marking of their facilities and coordinate with designer, or b) the designer determines that the drawings or records are not sufficient, the designer can request the facility owner/operator to mark their facilities. All communication regarding design requests will be between the designer and the facility owner/operator.

Positive Responses for design tickets are not color coded and, unlike dig tickets, are not required. The benefits of sharing data through the MISS DIG System and use of Positive Response are threefold: communication with a designer on a platform that cannot be misplaced [like an email], establishment of a record of requested information for proof of PA 174 compliance, and creation of a tracking system on outstanding and responded-to design tickets by using Positive Response. The below chart provides the available design responses. Comments and attachments can be included on all response types.

Response	Code	Explanation
DESIGN—NO FACILITIES	201	No facilities in area as described in the scope of excavation
DESIGN—TASK COMPLETED	202	Facility owner/operator sent record drawing
DESIGN—MARKING REQ'D	203	As defined in Public Act 174 Section 6a, paragraph (3)

Please use <https://www.missdig.org/excavators/design-ticket-excavators.html> for more information on Collaborative Design.

## VI. BROADCAST MESSAGES

The MISS DIG 811 Member Services team uses a broadcast message to alert members of critical information.

If your ticket management software parses dig notifications (i.e. separates and distributes only specific fields within the notification), you may not see important messages including:

- Holiday alerts
- New programs available
- System upgrades that may impact dig ticket receipt
- Other helpful information

If this is your situation, please alert those monitoring your notification receipt so they can pass this important information on to you.

A sample is shown here:

***Election Day, Tuesday 11/8/16***

***The MISS DIG office will be open for business as usual on Tuesday, 11/8/16.***

***If your office is scheduled to be closed on Election Day, please phone 1-800-482-7161 when this broadcast is received (do not reply to this broadcast via email).***

***If your office is closed on 11/8/16, your emergency tickets will be voiced out during the day to your current after-hours phone number. No exceptions.***

***If you receive your tickets through an answering service, you must contact your answering service directly and inform them of your office schedule.***

***Deadline to reply to this broadcast is 12pm (noon) on Monday, 11/7/16.***

# VII. LEGAL INFORMATION

This section contains the Membership Agreement, the Master Rules and Procedures, and the Manning Sheet.

MISS DIG System, Inc. <sup>1</sup>

## MEMBERSHIP AGREEMENT

### General Terms and Conditions:

- A. Member must submit to MISS DIG all the necessary maps for the cities and/or townships in which Member has facilities<sup>2</sup> in accordance with the mapping requirements set forth in this Agreement and/or MISS DIG's policies and procedures, as amended from time to time. Furthermore, it is the Member's responsibility to keep information for notifying Member updated as changes occur with the Member.
- B. Member agrees to comply with and be bound by the MISS DIG MASTER RULES AND PROCEDURES and/or MISS DIG's other policies and procedures, by-laws and/or articles of incorporation, inclusive of current forms and future amendments to any of the foregoing, all of which are incorporated by reference herein.
- C. Member understands, acknowledges and agrees that the function of MISS DIG is limited to the receipt and transmittal of (i) "dig notices," as defined in MCL 460.723 (j), and in accordance with the policies and procedures established by MISS DIG, and (ii) "design tickets" as defined in MCL 460.726a. MISS DIG is not responsible for either receiving or transmitting any other type of information, including, but not limited to (a) information pertaining to a member's facilities not on file with MISS DIG, and (b) information pertaining to a non-member's facilities.

1. **LIABILITY OF MISS DIG.** MISS DIG, its directors, officers, employees, agents, members and/or contractors shall not be liable to the Member as a result of any action or failure to act by MISS DIG (or its directors, officer, employees, agents, members and/or contractors) in carrying out any of the provisions of this Membership Agreement or in establishing and/or operating the Notification System unless such actions or failures to act constitutes gross negligence. This provision shall survive the expiration and/or termination of this Membership Agreement. To the extent that this provision conflicts with § 3.01 of the Master Rules and Procedures, or any other provision of this Membership Agreement or the Master Rules and Procedures, this provision shall control.

2. **GOVERNING LAW.** This Membership Agreement shall be construed in accordance with and governed by the laws of the State of Michigan. In the event that any provision of this Membership Agreement, or application of any such provisions to any party or circumstance, shall be held to be invalid or unenforceable, the remainder of this Membership Agreement, or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Any waiver at any time by any party hereto with respect to any matter arising in connection with this Membership Agreement shall not be considered a waiver with respect to any subsequent default

or matter. Any amendment of this Membership Agreement shall be in writing and signed by both parties. This Membership Agreement shall become effective on the date executed by both parties.

3. **SCOPE OF WORK.** In furtherance of and limited to the obligations imposed by the MISS DIG Act, MISS DIG will receive and transmit (i) design ticket requests and (ii) dig notices with respect to planned or proposed excavation or blasting that might affect the Member's facilities on file with MISS DIG. Member's participation with MISS DIG and/or status as an Member shall not relieve Member of any responsibilities it now has or hereafter may have with respect to any federal, state or local law or regulation; MISS DIG DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO MEMBER'S MEMBERSHIP WITH MISS DIG, THE RECEIPT AND/OR TRANSMITTAL OF NOTICE OF PLANNED OR PROPOSED EXCAVATION OR BLASTING, AND WHETHER SUCH MEMBERSHIP AND/OR NOTICE SATISFIES THE MEMBER'S COMPLIANCE WITH ANY STATE, FEDERAL OR LOCAL LAW OR RULES.

4. **NOTICE.** In addition, Member acknowledges and agrees that MISS DIG will provide a ticket<sup>3</sup> to the Member with respect to (i) design ticket requests, and (ii) planned or proposed excavation or blasting that may take place within 24 hours of MISS DIG's receipt of the planned or proposed excavation or blasting. Accordingly, Member acknowledges and agrees that it shall either (x) cause its facilities to be staked prior to the scheduled excavation or blasting that might affect the Member's facilities or (y) in the case of design tickets only, otherwise provide written notification of the location of the Member's facilities.

5. **TERM OF AGREEMENT.** This Membership Agreement shall become effective as of the first date Member pays its annual fees to MISS DIG, and shall automatically renew, inclusive of amendments hereto, on January 1 of each succeeding year unless it is terminated by either party by giving written notice to the other no less than 60 days before the automatic renewal date but not more than 120 days before the automatic renewal date.

6. **AGREEMENT PRICE AND PAYMENTS.** For each year that this Membership Agreement is in effect, Member agrees to pay and MISS DIG agrees to accept the amount set forth in MISS DIG's annual invoice to Member, payable 30 days after MISS DIG submits to Member an invoice therefore.

MISS DIG may change the annual charge by posting notice of proposed fee changes on the MISS DIG website. Member further agrees that such change shall be automatically effective unless Member terminates this Membership Agreement in accordance with the above Section 2.

Member acknowledges and agrees that MISS DIG may charge Members a special assessment during the calendar year if MISS DIG's Board of Directors determines that MISS DIG is projected to not be able to operate and fulfill its requirements as set forth in by the MISS DIG Act without a special assessment to members; provided, however, that such special assessment shall be in an amount reasonably necessary to fund MISS DIG's operations for the remainder of the then current fiscal year for MISS DIG.

7. **INDEPENDENT CONTRACTOR STATUS.** In the performance of the work hereunder, MISS DIG shall be an independent contractor and shall perform said work with and according to its own equipment, means and methods, which shall belong to and be and remain in the exclusive charge and control or supervision by MISS DIG; nothing herein shall be construed to constitute MISS DIG and Member as partners.

8. **LEGAL REQUIREMENTS.** Member shall secure all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules and regulations pertaining to the Member's facilities and the marking of such facilities, made by any governmental authority or public regulatory body.

9. **CONFIDENTIALITY AND NON-DISCLOSURE.** For all purposes of this Agreement, the term "Confidential Information" shall collectively refer to all plans, drawings, layouts, or similar information or material showing the location of a member's facilities (as that term is defined in the MISS DIG Act) provided to MISS DIG or MISS DIG's affiliates, directors, officers, employees, agents or representatives in writing, pursuant to Member's obligations under the MISS DIG Act as a facility owner in any form, including electronic or optical data storage and retrieval mechanisms regardless of whether any such information is protected by applicable trade secret or similar laws. Confidential Information also includes any notes, analyses, compilations, studies or other material or documents prepared by MISS DIG and/or a member which contain, reflect or are based, in whole or in part, on the Confidential Information, and all MISS DIG generated information and/or data, computer and other systems, software and/or software systems, plans, drawings, layouts, or similar information or material.

The provisions of this Agreement regarding Confidential Information shall not apply to information or material that (i) is publicly available or becomes publicly available (other than information that becomes publicly available through the action or fault of any party in violation of the terms of this Agreement), (ii) was or is obtained by any either party from a third party, provided, that such third party, to the knowledge of the party, was not bound by a contractual, legal or fiduciary obligation of confidentiality to a member or any other party with respect to such information or material; or (iii) MISS DIG or Member is required to provide under the MISS DIG Act.

a. **RESTRICTIONS ON DISCLOSURE.** MISS DIG and Member do hereby covenant and agree with the following:

1. **NON-DISCLOSURE.** MISS DIG and Member shall keep strictly confidential and shall not disclose, or cause or permit to be disclosed, to any person or entity, the Confidential Information, except to the party's directors, officers, employees, managers, members, partners, representatives or agents, including, without limitation, its attorneys, consultants ("Representatives") to whom disclosure is reasonably necessary in connection with compliance with the MISS DIG Act. MISS DIG and Member shall take all actions reasonably necessary to ensure that the Confidential Information remains strictly confidential and is not disclosed by either party to any person or entity except in accordance with the terms of this Agreement.

In the event that MISS DIG or Member, or their Representatives, are requested or required (by applicable law, rule or regulation or oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or FOIA request or other similar process) to disclose any of the Confidential Information, the party shall provide the other party with prompt notice of any such request or requirement so that the party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the party, the other party or its Representatives are nonetheless, in the opinion of its outside legal counsel, legally compelled to disclose Confidential Information, the party or its Representatives may without liability hereunder disclose only that portion of the Confidential Information which such counsel advises the party or its Representatives are legally required to be disclosed, provided that the party or its

Representatives, as the case may be, shall use all reasonable efforts to preserve the confidentiality of the confidential Information, including, without limitation, by cooperating with the efforts of the other party (at the other party's expense) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal.

b. OWNERSHIP. The Confidential Information supplied by Member is owned solely and exclusively by the Member, shall remain the exclusive property of the Member, and neither MISS DIG nor any other member shall have any right, title or interest in or to any of the Confidential Information or any material developed therefrom. Likewise, the Confidential Information supplied by MISS DIG is owned solely and exclusively by the MISS DIG, shall remain the exclusive property of the MISS DIG, and neither Member nor any other member shall have any right, title or interest in or to any of the Confidential Information or any material developed therefrom.

c. REPRESENTATIVES. All of MISS DIG's and Member's subsidiaries, directors, officers, employees, shall be included within the definition of the term "MISS DIG" and/or "Member" for purposes of this Agreement and shall be bound by the terms and conditions of this Agreement. MISS DIG and Member shall be responsible for any failure to observe the terms of this Agreement by any of its Representatives, inclusive of directors, officers, and employees.

d. EQUITABLE REMEDIES. MISS DIG and Member hereby agrees that its failure to perform any obligation or duty which it has agreed to perform under this Agreement will cause irreparable harm to the other party (or another member), which harm cannot be adequately compensated for by money damages. It is further agreed by MISS DIG and Member that an order of specific performance or for injunctive relief against the other party in the event of a breach or default under the terms of this Agreement would be equitable and would not work a hardship on other party. Accordingly, in the event of a breach or default by a party hereunder, the other party, without any bond or other security being required and in addition to whatever other remedies are or might be available at law or in equity, shall have the right either to compel specific performance by, or to obtain injunctive relief against the other party with respect to the failure of the other party to perform any obligation or duty herein.

#### **10. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

a. INDEMNITY. If MISS DIG (its directors, officer, employees, agents, members and/or contractors) is made a party, or is threatened to be made a party, to or is otherwise involved (including, without limitation, as a witness) in any Proceeding (as defined below), Member, individually and collectively, shall defend, hold harmless and indemnify MISS DIG from and against any and all losses, claims, damages, liabilities or expenses, including, without limitation, attorneys' fees, judgments, fines, witness fees, amounts paid in settlement and other expenses incurred in connection with such Proceeding (collectively, "Damages").

b. DEFINITION OF PROCEEDING. For purposes of this Indemnification Provision ("Provision"), "Proceeding" shall mean any actual, pending, threatened or completed action, suit, demand, claim or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of Member) and whether formal or informal, in which MISS DIG is, was or becomes involved by reason of or related to dig notice of a planned or proposed excavation or blasting that might affect the Member's facilities, whether the basis of such proceeding is alleged action (or inaction) by MISS DIG. Further, Member expressly acknowledges and agrees that included in this definition of Proceedings are any actions, suits, demands, claims or proceedings for damages,



of any form, that are the result of any receipt and/or transmittal of a (i) design ticket, or (ii) dig notice of a planned or proposed excavation or blasting that might affect the Member's facilities that were unknown, unforeseen, unforeseeable, or otherwise unanticipated by Member at the time of entering into this Agreement and/or Provision. Additionally, Member expressly acknowledges and agrees that indemnity under this Provision is for any and all damages, including, without limitation, claims of personal or bodily injury and/or property damage.

c. SCOPE. Member agrees to defend, hold harmless and indemnify MISS DIG to the full extent permitted by law, notwithstanding that the basis for such indemnification is not specifically enumerated in this Provision, the Bylaws of the MISS DIG, any statute or otherwise.

d. NON-EXCLUSIVITY. The indemnification provided by this Provision shall not be deemed exclusive of any rights to which MISS DIG may be entitled under any agreement, statute or otherwise.

e. COOPERATION. MISS DIG shall give Member such information and cooperation as it may reasonably request and as shall be within MISS DIG 's power, in the event that this Provision is triggered pursuant to subparagraphs a and b above.

f. ATTORNEYS' FEES AND EXPENSES. In the event MISS DIG is required to bring an action against Member for compliance with this Agreement, inclusive of this Provision, Member shall pay all of MISS DIG 's fees and expenses in bringing and pursuing such action (including attorneys' fees at any stage, including on appeal); provided, however, that Member shall not be required to provide such payment for such attorneys' fees or expenses if a court of competent jurisdiction determines that each of the material assertions made by MISS DIG in such action was not made in good faith.

g. NOTIFICATION AND DEFENSE OF CLAIM.

1.) NOTIFICATION. Promptly after receipt by MISS DIG of notice of any Proceeding, MISS DIG shall notify Member of such notice; but the omission to so notify Member will not, however, relieve Member from any liability which it may have to MISS DIG under this Agreement unless and only to the extent that such omission can be shown to have irreparably prejudiced Member's ability to defend the Proceeding.

2.) DEFENSE OF CLAIM. With respect to any such Proceeding as to which MISS DIG notifies Member of the commencement thereof:

a.) Member may participate therein at its own expense;

b.) Member, jointly with any other party similarly notified, shall assume the defense thereof, with counsel satisfactory to MISS DIG. After notice from Member to MISS DIG of its assumption of the defense thereof, Member shall not be liable to MISS DIG under this Provision for any legal or other expenses (other than reasonable costs of investigation) subsequently incurred by MISS DIG in connection with the defense thereof unless:

(1) the employment of counsel by MISS DIG has been authorized by Member,

(2) MISS DIG shall have reasonably concluded that there may be a conflict of interest between Member (or any other person or persons included in the joint defense) and MISS DIG in the conduct of the defense of such action, or

(3) Member shall not, in fact, have employed counsel to assume the defense of such action, in which case the fees and expenses of MISS DIG's counsel shall be at Member's expense.

Member shall not be entitled to assume the defense of any Proceeding brought by or on behalf of Member or as to which MISS DIG shall have reasonably made the conclusion provided for in (ii) above.

c.) Member shall not be liable to MISS DIG under this Agreement for any amounts paid in settlement of any Proceeding effected without Member's written consent.

d.) Member shall not settle any action or claim in any manner that would impose any penalty or limitation on MISS DIG without MISS DIG's written consent; and

e.) Neither Member nor MISS DIG shall unreasonably withhold its consent to any proposed settlement, provided that MISS DIG may withhold consent to any settlement that does not provide a complete release of MISS DIG.

h. SEVERABILITY. Nothing in this Provision is intended to require or shall be construed as requiring Member to do or to fail to do any act in violation of applicable law. Member's inability, pursuant to court order, to perform its obligations under this Provision shall not constitute a breach of this Agreement. This Provision shall be severable from this Agreement and if any portion of the Agreement hereof shall be invalidated on any ground by any court of competent jurisdiction, Member shall nevertheless indemnify or make contribution to MISS DIG to the full extent permitted by this Provision that has not been invalidated, and the balance of this Provision not so invalidated shall be enforceable in accordance with its terms.

i. BINDING EFFECT; AMENDMENT AND TERMINATION. (a) This Provision shall be binding on MISS DIG and on Member and their successors, assigns, next of kin, and children, and shall inure to the benefit of MISS DIG and MISS DIG's assigns and to the benefit of Member and its successors and assigns; and (b) No amendment, modification, termination or cancellation of this Provision shall be effective unless in writing signed by both parties hereto. This Provision shall survive the expiration or termination of this Agreement.

j. NOTICES. All notices, claims and other communications hereunder shall be in writing and made by hand delivery, registered or certified mail (postage prepaid, return receipt requested), facsimile or overnight air courier guaranteeing next-day delivery.

11. **INSURANCE REQUIREMENTS.** For the protection of MISS DIG, Member shall secure and maintain in force during the term of this Membership Agreement,

comprehensive general liability insurance, with minimum limits of \$1,000,000 bodily injury and \$1,000,000 property damage per occurrence or a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence. Such insurance shall be in such form and with such companies as may be acceptable to MISS DIG; MISS DIG acknowledges and agrees that provided Member secures insurance substantially similar to the insurance it has in place as of the date of this Membership Agreement, such insurance shall be deemed “reasonably acceptable” under this provision. Member shall provide certificate(s) evidencing the required insurance to: MISS DIG, Attention: Administrative Department, 3285 Lapeer Road West, Auburn Hills, MI 48326, within 15 days from the date hereof. Such certificate(s) shall provide evidence that the policies of such insurance have been endorsed so as to provide a minimum of 30 days’ notice of cancellation or change thereof to the MISS DIG office at the address set forth above in this section.

12. **MODIFICATION OF AGREEMENT.** The terms of this Membership Agreement shall not be changed, superseded or supplemented, except in writing, signed by the CEO of MISS DIG. Notwithstanding the foregoing, the annual charge for the work hereunder shall be changeable in accordance with the above Section 3.

13. **GOVERNING LAW.** This Membership Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan.

14. **ENTIRE AGREEMENT.** With respect to the subject matter hereof, this Membership Agreement (as supplemented by the MISS DIG Master Rules and Procedures and/or MISS DIG’s policies and procedures, MISS DIG’s by-laws and/or articles of organization) supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives, and constitutes the entire Agreement between the parties.

THIS MEMBERSHIP AGREEMENT WAS ADOPTED BY THE MISS DIG BOARD OF DIRECTORS ON SEPTEMBER \_\_, 2019 AND SUPERCEDES AND/OR REPLACES ALL PREVIOUS MEMBERSHIP AGREEMENTS.

## MASTER RULES AND PROCEDURES

MISS DIG System, Inc.

THESE MASTER RULES AND PROCEDURES are adopted and made effective by MISS DIG System, Inc, a Michigan nonprofit corporation (“MISS DIG”), having its principal office at 3285 Lapeer Road West, Auburn Hills, Michigan 48326-2383, as of November \_\_, 2019, and hereby incorporated into the Membership Agreement between MISS DIG and its members (each member of MISS DIG is individually referred to herein as “Member”).

### RECITALS:

MISS DIG is a Michigan nonprofit corporation whose purposes include, but are not limited to, establishing, maintaining and promoting a 24 hour one-Notification System in Michigan as provided for in Act 174 of the Public Acts of Michigan, 2014, as may be amended from time to time (referred to herein as either the “MISS DIG Act” or “Act”), to receive and transmit (i) design tickets, and/or (ii) dig notices and/or tickets concerning excavation or blasting activities having the potential to affect facilities, in order to prevent damage to those facilities and to protect the public safety and environment as more specifically specified in the MISS DIG Act; to provide

consulting, educational, operational and other related services to the Notification System and others consistent with its purpose of preventing damage to facilities and protecting the public safety and environment; and to perform related services.

Member is a member of MISS DIG to receive tickets, participate in educational events or otherwise receive the benefits of membership of being a member of MISS DIG.

NOW, THEREFORE, the following rules and procedures shall apply to membership in and operation of MISS DIG as follows:

## ARTICLE I

1.01 MISS DIG has and shall continue to operate a Notification System as required by the MISS DIG Act, and more specifically MCL 460724, to be located at its principal office or at such other place(s) as shall be established from time to time by MISS DIG (hereinafter referred to as the "Notification System"), at which there shall be installed or placed in use from time to time such communication systems as MISS DIG may deem appropriate to effectuate its purposes.

1.02 Subject to funding by its members, MISS DIG shall furnish and provide such supervision, labor, transportation, materials, equipment, supplies, and services as it may deem necessary to operate and maintain the Notification System and to otherwise effectuate its purposes.

1.03 A telephone number, website or other similar communication system as deemed appropriate by MISS DIG (hereinafter referred to as the "MISS DIG Notification Information") shall be maintained at the Notification System to which contacts may be placed by those persons, firms, corporations and other entities intending to carry on proposed work. The MISS DIG Notification Information shall be advertised and promoted by MISS DIG. Member shall cooperate with MISS DIG in every reasonable manner in the advertisement and promotion of the MISS DIG Notification Information.

1.04 Dig notifications and design ticket requests made to the MISS DIG Notification Information will normally be accepted by MISS DIG on a 24 hour per day, seven day per week basis, subject to modification by MISS DIG upon a minimum of 30 days` prior written notice to Member. MISS DIG may arrange for the acceptance of dig notification by telephone, website entry or other methods it deems appropriate.

1.05 When MISS DIG accepts dig notifications and design ticket requests made to the MISS DIG Notification Information, the person will be requested to supply information sufficient to complete the MISS DIG "Ticket", then in effect.

1.06 All dig notifications and design ticket requests to the MISS DIG Notification Information accepted by MISS DIG shall be sequentially numbered. Each such dig notification shall also be recorded or otherwise stored, and the recording or stored information shall identify the time the dig notification was received.

1.07 Member will be notified of receipt of a dig notice or design ticket by MISS DIG, which are accepted at the MISS DIG Notification Information, concerning the Member in the format established by the member by means of electronic transfers dispatched by MISS DIG to Member during scheduled operating hours as soon as may be reasonably practicable after receipt thereof. MISS DIG may also, at such times as it may deem appropriate and practicable to do so, communicate by telephone to Member notification of information received from dig notifications made to the MISS DIG Notification Information. MISS DIG shall use reasonable judgment in determining the sequential order in which such information is to be transferred.

1.08 Member shall maintain, at each of its business offices, or such of its offices as may be agreed upon by Member and MISS DIG, computer and/or other equipment (as may be required by MISS DIG) to receive messages dispatched by MISS DIG from the Notification System, and agrees to provide personnel to operate the equipment on the days and during the hours indicated on the "Manning Sheet" as posted on the MISS DIG website, and to provide MISS DIG with emergency notification information at which Member will have will personnel available during all other hours.

1.09 Member shall be individually responsible for taking such action as it may deem necessary to protect its respective facilities and to prevent interruption of its respective utility or related service to the public.

1.10 The recordings and/or storing of information made pursuant to section 1.06 of this Agreement and the computer or otherwise generated messages dispatched pursuant to section 1.07 of this Agreement shall be preserved by MISS DIG for a period of six (6) years. Any such recording or information shall be made available by MISS DIG to a Member requesting the same in writing; provided that MISS DIG may charge a requesting Member a reasonable fee for investigation, research, transcription, reproduction and related matters.

## ARTICLE II

2.01 Member shall be responsible for the reimbursement to MISS DIG of its proportionate share of all costs and expenses incurred or to be incurred by MISS DIG in the establishment, operation or maintenance of the Notification System and in otherwise carrying out its purposes. Such costs and expenses shall include, without limitation, the following:

a. The cost of purchasing, leasing or renting any property, equipment or services associated with the Notification System or other MISS DIG purposes.

b. Any charges for telephone service or other data transmission directly associated with the operation of the Notification System or other MISS DIG purposes.

c. Wages and salaries (and loadings and overheads in accordance with MISS DIG's customary practices) of MISS DIG employees during the periods in which they are engaged in providing services for the Notification System or other MISS DIG purposes, including educational, promotional, advertising, billing, collection and any other similar activities.

d. Any other costs incurred in obtaining labor and services directly associated with the establishment, operation or maintenance of the Notification System or other MISS DIG purposes not covered by paragraph (c) of this section 2.01 and conducted in accordance with the MISS DIG Act.

e. Any taxes or levies directly associated with the Notification System or other MISS DIG purposes and the cost of any licenses or permits required for the establishment, operation or maintenance of the Notification System or other MISS DIG purposes.

f. Any rent or other charge(s) for the area utilized in the operation of the Notification System or other MISS DIG purposes, including supervision, cleaning and utilities.

g. Any cost directly associated with the storage, retention or preservation of records relating to the Notification System or other MISS DIG purposes.

h. The premiums for any insurance maintained by MISS DIG respecting the operation and maintenance of the Notification System or other MISS DIG purposes.

i. Any and all other costs or expenses incurred or to be incurred by MISS DIG in connection with MISS DIG operating the Notification System as required by the MISS DIG Act, inclusive of supervision, labor, transportation, material, equipment, supplies and services for the Notification System or other MISS DIG purposes.

MISS DIG will annually provide its members with a breakdown showing in reasonable detail the basis of the charges billed at its annual meeting of members.

2.02 The costs and expenses incurred by MISS DIG in the operation and maintenance of the Notification System and in otherwise carrying out its purposes, as set forth in section 2.01 above, shall be totaled by MISS DIG. The amount so determined shall be allocated among members and

shall be payable by Member in accordance with the then current billing system approved by the MISS DIG Board of Directors. Such bills shall be due 30 days after mailing.

2.03 Member shall be individually responsible for all costs and expenses incurred in the establishment, operation and maintenance of communication equipment on its premises to receive a "ticket", as that term is defined in MCL 460.723(dd).

### ARTICLE III

3.01 Except to the extent covered by insurance carried by MISS DIG, MISS DIG and its directors, officers, employees and agents shall not be liable to Member, its officers, directors, agents, employees, customers, members, partners or other similarly situated persons or entities, or to any other person or entity for any loss, cost, damage or expense incurred by any Member, its officers, directors, agents, employees, customers, members, partners or other similarly situated persons or entities, or other person or entity as a result of any action or failure to act by MISS DIG (or its employees, agents or contractors) in carrying out any of the provisions of Article I of this Agreement.

3.02 Except as otherwise provided in this Agreement, Member shall not be liable to MISS DIG for any loss, cost, damage or expense incurred by MISS DIG or other person or entity as a result of any action or failure to act by MISS DIG (or its employees, agents or contractors) in carrying out any of the provisions of this Agreement which relate to the notification of proposed work as provided for in sections 1.07 and 1.09 of this Agreement.

### ARTICLE IV

4.01 This Agreement, along with the Membership Agreement, shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. All claims and/or disputes between MISS DIG and Member shall be submitted to arbitration, in Oakland County, Michigan, pursuant to the rules set forth in this Agreement below, and to the extent the parties cannot otherwise agree and the arbitrator needs additional guidance on procedural issues, pursuant to the rules for commercial disputes, then existing, of the American Arbitration Association; provided, however, that the arbitration shall be conducted by a single arbitrator chosen by MISS DIG and Member as set forth in this Agreement below, outside the scope and jurisdiction of the American Arbitration Association. The decision in arbitration shall be conclusive and binding on the parties, and may be made enforceable by entry thereof with the Oakland County Circuit Court. In the interest of the timely and less costly resolution of any disputes between the Member, and the MISS DIG, pursuant to and in furtherance of this Section, the parties hereto acknowledge and accept the following procedure for the arbitration of any and all claims and/or disputes they may have with each other:

a. The request for arbitration shall be made in writing to the other party, and the party to whom the suggestion is made shall respond in writing within fifteen (15) days of receipt of the written request. At this, or any other stage in the process, each party may be represented by another person of whose identity the other party shall be promptly informed.

b. Once the parties have requested to arbitrate the dispute, they will discuss the desired qualifications of the arbitrator, and make suggestions as to whom that arbitrator should be. The arbitrator must be selected by agreement between the parties and their respective representatives, if any, from suggestions made by either party or from a list of arbitrators provided by the Oakland County Bar Association. In the event that no agreement can be reached as to the identity of an arbitrator, each party shall select an arbitrator and those two (2) arbitrators will then agree as to a third arbitrator, which third arbitrator shall thereby solely arbitrate the dispute.

c. Each party shall promptly disclose to the other party any circumstances known to that party or that party's representative that would cause reasonable doubt regarding the impartiality of any such selected or considered arbitrator or arbitrators. Any

selected or considered arbitrator shall promptly disclose any such circumstances to the parties. In the event that any such circumstances have been disclosed, before or after the individual's selection, the individual shall not serve, unless both parties and the individual agree in writing.

d. The amount and terms of the arbitrator compensation will be agreed upon between the parties and that arbitrator, prior to the appointment of that individual. Such compensation, and other costs of the process, will be shared equally by the parties, unless they otherwise agree in writing.

e. Upon the selection of an arbitrator and his/her agreement to serve, the parties and the arbitrator shall meet to discuss the rules and procedures which shall govern the arbitration. Provided, however, that the following shall be complied with in the arbitration proceedings:

- (1) The process shall be final and binding;
- (2) The arbitrator shall be neutral, fair, and impartial;
- (3) The arbitrator shall control all procedural aspects of the arbitration, with the only restriction being compliance with these specified rules and procedures;
- (4) The arbitrator shall not be allowed to meet and communicate separately with each party;
- (5) The arbitrator may not withdraw except by written agreement with the parties;
- (6) The arbitrator will decide when to hold hearings, and will fix the time, date, and location of each such session, in consultation with the parties;
- (7) The representative of a party may, but need not, be an attorney. Each party shall be solely and exclusively responsible for any fee for services and disbursement charged by the party's own representative;
- (8) The arbitration shall be conducted expeditiously. Each party and representative will make every effort to be available when scheduled;
- (9) The parties will not be precluded from attempting to resolve the dispute during the arbitration procedure;
- (10) The parties will disclose any and all documents, name of potential witnesses, exhibits, and other "evidence" which they contemplate presenting during the arbitration;
- (11) The actual process of the arbitration will be kept confidential, and any written or oral statement made regarding settlement will not be "admissible" as "evidence" during the arbitration;
- (12) The parties will refrain from, waive, and forego pursuing any and all administrative and/or judicial remedies. If an administrative action and/or litigation is pending between the parties regarding the subject matter of the arbitration process and the name of the arbitrator, and the parties will consent to and request a dismissal with prejudice of such proceeding(s);
- (13) The arbitrator shall not be liable for any act or omission in connection with his or her role as arbitrator;
- (14) The arbitrator may obtain assistance and independent expert advice with the agreement and at the expense of the parties;
- (15) At the commencement of the arbitration process, each party and representative will agree in writing to all provisions of this procedure, as modified by any mutual written agreement of the parties.

f. The arbitrator may request any part at any stage of the proceedings to submit clarification and additional information. The arbitrator may ask questions of any witness called by either party and may request the calling of experts.

The arbitrator shall keep confidential any written materials or information submitted to him/her; except that the parties and their representative shall be entitled to receive or review any such materials or information submitted or relied upon. At the conclusion of the arbitration process, the arbitrator will return all written materials and information to the party who had provided them to the arbitrator.

Regardless of whether party disputes the finding and/or recommendation of the arbitrator, the decision shall be final and binding upon the parties and neither party shall thereafter bring any action or proceeding to enforce any contractual common law or statutory right inconsistent with the terms of the arbitrator's decision. If any administrative action or litigation was previously pending, the arbitrator's decision will effectively void and/or terminate action or litigation, and the parties will arrange for the dismissal of the case promptly upon issuance of the written decision. The parties have agreed that the arbitration of a dispute will constitute a waiver of any rights, claims, or causes of action based upon the dispute which was the subject of the arbitration and shall be a complete defense to any such charge, complaint, action, or proceeding.

4.02 In the event that any provision of this Agreement or the Membership Agreement, or the application of any such provision to any party or circumstance, shall be held to be invalid or unenforceable, the remainder of this Agreement and the Membership Agreement, or the application of such provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

4.03 Any waiver at any time by any party hereto of its rights with respect to any other party, or with respect to any other matter arising in connection with this Agreement, shall not be considered a waiver with respect to any subsequent default or matter.

4.04 Any amendment of this Agreement shall be in writing signed by MISS DIG. Written notification of any amendment of this Agreement shall be given each member of MISS DIG by either mailing a copy thereof to such member or posting such change to the MISS DIG website. Such amendment shall automatically become effective on the 61<sup>st</sup> day after the earlier of either posting of the amendment to the MISS DIG website or mailing of such amendment.

4.05 This Agreement shall become effective on the day and year above first written and shall continue in effect thereafter until terminated in accordance with Section 5 of the Membership Agreement. All written notice under this Agreement shall be addressed to the following:

MISS DIG:

MISS DIG System, Inc.

Attn.: Member Services Department

3285 Lapeer Road West

Auburn Hills, MI 48326-2383

Member: Address as provided by Member to MISS DIG

4.06 Any termination of this Agreement, as provided in this Agreement, shall not discharge any party to any such Agreement of any obligation it owes any other party or person by reason of any transaction, loss, cost, damage, expense or liability which shall occur or arise (or the circumstances, events or basis of which shall occur or arise) prior to such termination, whether the same be known or unknown at the time or such termination.

IN WITNESS WHEREOF, the MISS DIG has adopted this Master Rules and Procedures as of the day and year first above written.

MISS DIG:

MISS DIG System, Inc., a Michigan nonprofit corporation

By:

Bruce Campbell, CEO



## MANNING SHEET

MISS DIG System, Inc.

The member **MUST** have computer or other acceptable equipment used by the member to receive MISS DIG tickets, regardless of where the equipment is located, **MONITORED** during the hours of 8:00 AM and 4:00 PM, Monday through Friday, known as regular hours, with the exception of the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

The member may also provide MISS DIG 811 with notification information where emergency tickets may be sent during times other than regular hours, known as off-hours or after-hours.

## VIII. ANNUAL INVOICE COVERAGE AND GETTING THE MOST OUT OF YOUR MEMBERSHIP

For invoice questions, please contact the Member Services Department at 800.482.7161. To make arrangements for payment of invoice, please contact the Accounting Department at 248.724.5852.

Membership for participation in MISS DIG 811 is billed annually. The single invoice has multiple line items to communicate with members about their membership set-up and how the funds are spent to support the system and membership in complying with the requirements of Michigan Public Act 174 of 2013 (PA 174). This document summarizes each line item on the invoice (i.e. how it is calculated and what the funding supports). It also provides tips for making the greatest use of the system.

### A. TRANSMISSION-BASED ANNUAL MEMBERSHIP FEE

This cost-sharing billing structure supports the operation of the Notification Center, including compliance with the PA 174 requirements to host Positive Response and retain data for six years. The fee is calculated based on member codes and associated transmissions for the previous dig season. The base fee for these codes will include the first 500 transmissions. The remaining financial needs for the system will be equitably assigned to each transmission over the first 500 on the codes. The total expense for each code is combined to determine the members annual membership fee. As with our previous billing structure, there will be a minimum fee for all members, which is equal to the base fee of a single member code. Outside of the minimum fee, there is a 10% curb to assist members with fluctuations in ticket volume.

#### 1. GET THE MOST OUT OF YOUR MEMBERSHIP

In addition to the System retaining records associated with your tickets for six years, as required under state law, you can utilize the tools and services offered by the Member Services Department and the Education Department to maximize your MISS DIG 811 membership! Access mapping, Positive Response, reports, and learning opportunities.

### B. MEMBER CODE MAINTENANCE FEE

Member codes are unique databases that contain ticket delivery, contact information, after-hours instructions (phone numbers or delivery rules), and shape files. The annual maintenance fee of \$51.52 covers the maintenance and support of the codes, as well as updates to the features and functionality of the code.

## 2. GET THE MOST OUT OF YOUR MEMBER CODES

Did you know member codes can house up to two after-hours phone numbers for IVR callouts and five after-hours phone numbers for text notifications? In addition, take advantage of the 12 free shape file uploads per member code per year. Supply maps from engineering firms or create on Google Maps, and we will upload them to your code(s) and your design code. Keeping maps up-to-date and precise ensures members receive all tickets they need, while also minimizing receipt of unnecessary tickets. Need to update more frequently? Self-map through your Remote Member Access account or take advantage of our low hourly service rate of \$49.00.

## C. REMOTE MEMBER ACCESS FEE

Each Remote Member Access (RMA) account incurs an annual maintenance fee of \$38.55. The maintenance fee supports the creation of additional reports and features, as well as associated online training and guides. RMA accounts provide members access to the MISS DIG 811 System to research and query tickets, check on the status of delivery queues, view member notification areas, perform database maintenance, and much more. The different types of RMA accounts available to the membership are shown in the chart below. If one individual will be utilizing the system, a full-access account (RMAF) should be established. RMA accounts are user-specific and benefit members by providing increased internal controls. MISS DIG 811 staff will not share your login credentials with other individuals.

	Contact Updates	Mapping	Positive Response	Ticket Search	Reports
RMAA (Administrator)	X		X	X	X
RMAF (Full)	X	X	X	X	X
RMAL (Limited)	X			X	X
RMAM (Mapping)		X		X	
RMAP (Positive Response)			X		Some reports
RMAS (Search)				X	

Account Names	Account Passwords
Account names begin with "RMA", which is prepopulated in the Account Name field of the application. To formulate your account name, add the account type letter (i.e. A, F, L, M, P, or S) after "RMA" and then add your member code.	Passwords must contain at least three letters, three numbers, and one special character (e.g. *, ?, !, @, etc.).  Passwords are case sensitive.

## 3. GET THE MOST OUT OF YOUR RMA ACCOUNTS

Complete the online training to harness the benefits of the tools provided, especially reporting. Reach out to MISS DIG 811's Member Support team with suggested enhancements that would benefit your organization. When new features are added, members are notified via broadcast to the receiver of the tickets and via email to the affected account holders. Use these RMA accounts to receive the full benefit of the complimentary after-hour emergency notification.

The Positive Response Posting with Images complies with PA 174 of 2013 requirement to retain records for six years. Images, comments, and remarks included on a ticket will be available through Ticket Search even after the ticket has expired.

## D. EDUCATION FEE

The education fee is based on the member's invoiced amount, as outlined in the table below:

Invoice Amount	Education Fee
\$0.00 - \$1,000	\$100.00
\$1,001 - \$2,500	\$250.00
\$2,501 - \$5,000	\$500.00
\$5,001 - \$10,000	\$1,000.00
\$10,001 - \$25,000	\$2500.00
\$25,001 +	\$5,000.00

The fee is used to support the requirement under PA174 of 2013, Section 6 (2), "The notification system shall publicize the availability and use of the notification system and educate the public, governmental agencies, excavators, farm operators, facility owners, and facility operators regarding the practices and procedures of the notification system, the requirements of this act, and practices to protect underground facilities from damage." Publicized through billboards and public service announcements, MISS DIG 811 is a nationally recognized notification center.

MISS DIG 811 educates through the Safe Excavation Practices Certification Program. The certification offers excavators training and information on several safety and facility damage prevention topics at no cost. MISS DIG 811 Certification satisfies the training portion of your company's Safety Management System, which is one of the requirements of being Gold Shovel Standard Certified. It can also be a positive statement to your customers.

In addition to the online Safe Excavation Practices Certification course, which offers two Continuing Education Credits, Education Specialists present the certification course on the road with the Safe Excavation Practices Workshops at locations throughout the state. Live workshops meet requirements for three Continuing Education Credits. Our credits are available for Professional Engineers, Surveyors, Drinking Water, Wastewater, Residential Builders, Builders Prelicensure, Landscape Architect, Residential Maintenance & Alternation Contractor, and Residential Maintenance & Alternation Contractor Prelicensure.

### 4. GET THE MOST OUT OF THE EDUCATION FEE

While some credits may cost as little as \$11.99, we found the average cost of a CEC in Michigan is closer to \$30.00. By attending a workshop, you gain valuable damage prevention knowledge and will offset the education fee through CEC savings.

If you cannot make it to one of our scheduled workshops, on request, an Education Specialist will come to you and your employees.

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## IX. NOTES