

Municipality:	Rural Municipality of Orkney No. 244
Subject:	Custom Work Contract
Type:	Transportation
Adopted:	February 20 th , 2014
Amended:	September 13 th , 2018
Resolutions:	13/13, 56/14, 89/18, 252/18, 157/21, 70/22

CUSTOM WORK CONTRACT POLICY

1. PURPOSE

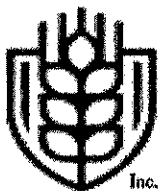
- 1.1.** To provide a process for custom work requests including, but not limited to: snow removal, grading, and mowing.
- 1.2.** To mitigate the liability of the R.M. of Orkney No. 244 (hereinafter referred to as "municipality") resulting from custom work performed by the municipality.
- 1.3.** To ensure equality and fairness in invoicing costs for custom work performed by using a municipality approved Schedule of Custom Work Rates.

2. POLICY

- 2.1.** When a request for custom work is received, completion of SARM Form C40, "Contract for Custom Work" is required prior to any work being started.
- 2.2.** Upon receipt of a completed Contract for Custom Work is received, Administration will contact the Public Works Manager.
- 2.3.** The work request will be reviewed by the Public Works Manager and/or Division Councillor to determine the feasibility of completing the work including accessibility for R.M. equipment.
- 2.4.** If the work request is denied the requesting party will be contacted and advised.
- 2.5.** Regular R.M. works takes precedence over custom work, therefore; all custom work will take place after the completion of necessary R.M. work and/or at the discretion of the Division Councillor (ex: a custom work for the removal of snow from lanes will take place after the clearing of the R.M. roads unless otherwise determined to do so by the Division Councillor and/or Public Works Manager).
- 2.6.** If the work request is approved to be completed the custom work must be logged on the employees' time sheet including the legal land location, name, work performed and length of time so that invoicing can be completed.
- 2.7.** Upon receipt of time sheets, work will be invoiced as per "Custom Work Rates" in the Fees Bylaw:
- 2.8.** The R.M. of Orkney will not do any custom work for non-rate payers; nor will the R.M. do any custom mowing work for either rate-payers or non-rate payers.

3. GENERAL

Adopted by the Council of the R.M. of Orkney No. 244 at the regular meeting of Council held on Thursday, February 20th, 2014.



R.M. of Orkney
No. 244

Inc. 1913

137 George Avenue
RM of Orkney No. 244, SK. S3N 4K1
P: 306-782-2333 F: 306-782-5177

Form C40

CONTRACT FOR CUSTOM WORK

Dated this _____ day of _____, 20 ____.

Rural Municipality of _____ No. _____ ("the RM").

I, _____ of _____

hereby request the RM to do the following work:

(insert description of work to be done and the legal description of the land on which the work is to be done)

on the terms and conditions described below:

1. I will pay for the work at the rates prescribed by the RM for custom work at the time the work is done.
2. I agree that payment will be made within 30 days of the date of the invoice from the RM for the work.
3. I undertake to advise the RM of the location of any items which may not be apparent upon a visual inspection of the property, including but not limited to wells, cables, survey monuments and any underground lines.
4. Should I fail to so advise the RM, I agree that I will be obliged to compensate the RM for any resulting damage to the equipment used and to indemnify and save harmless the RM of and from any and all claims resulting from the equipment coming into contact with such items, including claims for consequential losses.
5. I agree to be present while the work is being done. Should I not be present, it shall be presumed that the work has been done to my satisfaction and that it took the amount of time indicated by the Operator, as shown below.

(Witness)

(Contracting Party)

Date: _____
Machine: _____
Time Started: _____
Time Finished: _____
Total Time Spent: _____

Operator