



District Council of Cooper Pedy

Private Works Policy

Adopted by Council: 21st July 2009
(Reviewed 21st December 2010)

1. Definition

Private Works includes any work of a nature which lies outside the responsibility of Council.

2. Objective

1. To allow Council to undertake private works for the financial benefit of Council without prejudice to municipal works
2. To ensure that Departmental Management effectively estimates private works costings so that they are of a financial benefit to Council

3. Undertaking Projects

1. No private works shall take precedence over the completion of Council's annual works programs
2. No private works job shall be undertaken until the prescribed 'Private Works Application Form' is fully completed by the person requesting such private works (the applicant) or in the case of a company, corporation or incorporated organisation, an official order or other acceptable documentation authorising such private works has been received

4. Scope of Authority

1. Private works of a value in excess of \$50,000 shall not be undertaken without the consent of Council by resolution
2. Private works of a value in excess of \$2,000 and less than \$50,000 shall not be undertaken without the signed consent of the appropriate departmental Manager or Finance and Administration Manager or Chief Executive Officer
3. Private works of a value up to \$2,000 shall not be undertaken without the signed consent of the appropriate departmental Manager
4. Private works will be undertaken only where the use of private contractors is not a practicable and economically viable alternative or when timelines do not permit the use of private contractors
5. For private works of a value in excess of \$5,000, Council may require the applicant to make payment in advance or provide appropriate security in the form of a Bank Guarantee prior to commencement of the works
6. Upon receipt of a Private Works Application, a firm quotation may be provided for a particular private works job subject to the discretion of Council. Such quotations, if provided, will be in writing and must be accepted by the applicant in writing prior to commencement of the works. Quotations shall be valid for 30 days only, after which an updated quotation will be provided on request

5. Costing

1. If a job is completed over a period of time and is of greater value than \$5,000, Council may require the applicant to make progress payments for the job is complete
2. The applicant will not be charged for plant/equipment stand-down, breakdown or idle time
3. Hire rates for Council plant and operator must comply with the Schedule of Fees and Charges as adopted in Council's budget process each financial year and as revised by Council thereafter
4. The Finance and Administration Manager and the Chief Executive Officer are authorised to set a private hire rate for a particular plant/equipment item where such rate has not been previously set by the Council.(eg. new plant item purchased during the year)
5. The policy for costing private works jobs is to ensure that an adequate and consistent profit of a minimum of 15% is embedded into the costing structure to reflect uniformity in costing
6. All private works costings need to include contingencies of 10% each
7. A minimum charge of 1 hour plant hire will apply to private works
8. Where plant/equipment is hired outside of normal working hours, the applicant will be charged the applicable operator overtime or penalty rates as prescribed in the relevant industrial award
9. All services provided will attract GST

6. Plant Hire

1. Council does not provide engineering supervisory functions in normal plant hire operations. In these circumstances it is the responsibility of the hirer to organise, supervise and explain all proposed works to the plant operator so that the requested works can be completed in an efficient and expeditious manner
2. The applicant is responsible to discuss with the operator the standard of work to be achieved or to terminate the plant operation at any time if the work does not meet the applicant's satisfaction
3. Works will be completed with all care and efficiency, but no responsibility will be taken for the effectiveness or quality of the completed works
4. Council will not be held responsible for any loss or damage incurred by recall or withdrawal of plant or staff from any works

5. Any damages or injury caused to persons or property by the operation of Council plant (whilst on hire) shall be the responsibility of the hirer, e.g.: accidental injuries, vehicle / equipment damage, damage to water lines, electricity, telecommunications or other buildings or property
6. All plant travelling costs to and from the private works location shall be an additional charge to those hours actually worked on site. It is therefore recommended that the person wishing to hire such plant do so when that particular plant item is stationed in the nearby proximity thus minimizing travelling expenses
7. All previous plant hire debtor accounts are to be paid prior to any additional works being undertaken by Council
8. All materials will be charged at full cost
9. Only approved Council employees shall operate Council plant engaged on private works
10. Council is responsible for the payment of Council Staff and/or its own Sub-Contractors engaged on private works. No other payment arrangements are permissible unless specifically authorised by the Council
11. Where Council plant is hired for personal use by a Council employee, such plant hire will be on the condition that the Council employee shall possess the appropriate competency qualification to enable use of the item of plant/equipment and that the appropriate Plant Hire Rate is charged as per Council's current Fees and Charges Schedule, and that the employee is not permitted to use the item of plant/equipment to generate an income or to use for a commercial purpose.
12. Private use by staff of Council equipment is prohibited unless authorised in conjunction with this policy
13. Small plant such as chainsaws, brushcutters, wacker packers etc. are not to be hired out

7. Indemnity

In requesting and authorising the District Council of Coober Pedy to carry out private works, the applicant shall indemnify the District Council of Coober Pedy against any claim, action or process for damage or injury which might arise during the progress of such works and shall keep indemnified the District Council of Coober Pedy against any claim, action or process for damage and/or injury which might arise from the existence of such works unless such damage and/or injury is due to or contributed to by an act or omission of the District Council of Coober Pedy, its employees or agents

8. Competition

Generally, Council does not aim to compete with locally owned or operated private contractors or companies.

Private works is not a major or core function of Council and is usually provided so as to supply a reasonably economical means of a landholder securing access to earthmoving plant or the like service. This work is 'contestable' and Council does not wish to promote or seek any monopoly over these functions. As such, applicants may wish to seek alternative quotations or plant hire options through other organisations

9. Miscellaneous

1. Where Council has made a capital investment to purchase an item of plant or equipment or engaged an employee for the purpose of undertaking a specific private works job it shall be entitled to carry out those works in an endeavour to recoup the cost of investment and continue to undertake those works if required by the applicant for the financial benefit of Council
2. Council reserves the right to refuse any application for the private hire of plant/equipment/labour
3. Council reserves the right to vary or revoke this policy

Attachment A – Private Works Request Form

District Council of Coober Pedy

Applicant		Billing Details	
Name:		Name:	
Address:		Address:	
Phone:	Fax:	Phone:	Fax:
Email:		Email:	

Description of Private Works Required (work, location address, timeline etc)

Cost Estimate			
<input type="checkbox"/> Yes, these prices have been quoted to the applicant			
Material/Machinery/Labour	Qty	Fee	Total (inc GST)

I _____ (full name) representing _____ (business name if applicable)

of _____ (address) hereby request the District Council of Coober Pedy to carry out the abovementioned works at my expense.

I understand the estimates of costs are estimates only. The cost charged will be based on actual timesheets and plant sheets and may be higher than that estimated. Costs are as per Council’s Schedule of Fees and Charges. Where work is performed in overtime, the appropriate overtime hourly rate will be charged. It is further agreed that should the work required be completed in less than the estimated time, Council shall be bound to refund any amount overpaid.

