

Works and Services Policy 1 – PRIVATE WORKS

Objective

- To outline the Shire policy for undertaking private works requests.
- To ensure the Shire does not directly compete with local businesses or contractors.
- To ensure mechanisms are in place to ensure private works is supplied, delivered and paid for in a timely and transparent manner.

Policy

1. Private works will only be undertaken by the Shire of Christmas Island where the use of private contractors is not possible, practicable or an economically viable alternative.
2. Private works shall not be undertaken until the prescribed Private Works Application form attached to this policy is fully completed by the applicant requesting the works or in the case of a company, corporation or incorporated organisation, an official order authorising such private works has been received.
3. In requesting and authorising the Shire to carry out private works, the applicant shall indemnify the Shire of Christmas Island against any claim, action or process for damage or injury which might arise during the progress of such works and shall keep indemnified the Shire of Christmas Island 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 Shire of Christmas Island, its employees or agents.
4. Subject to the discretion of the Manager Works and Services, a firm quotation may be provided if requested. Such quotations, if provided will be in writing and must be accepted by the applicant in writing prior to the commencement of works. Quotations shall be valid for 30 days only.
5. Private works of a value in excess of \$50,000 shall not be undertaken by the Shire of Christmas Island without the approval of Council by resolution.
6. Unless otherwise authorised in writing by the Chief Executive Officer (or nominated officer) the applicant shall make payment in full in advance or shall provide appropriate security in the form of a Bank Guarantee prior to commencement of the works. This requirement excludes Government or Statutory agencies.
7. All private works will be estimated independently to the client.
8. All estimates of private works will be costed in accordance with the Council's schedule of adopted fees and charges.
9. No plant or equipment will be hired on a 'dry hire' basis.
10. The applicant shall be charged actual costs incurred by the Shire of Christmas Island in completing the requested private works unless a firm quotation has been provided and accepted by the applicant in writing, in which case the applicant will be charged the firm quotation
11. The applicant shall be charged for the actual cost of transporting the plant/equipment and operator to and from the private works job unless a firm quotation is provided in writing prior to commencement of the works.

12. The applicant will not be charged for plant/equipment stand-down, breakdown or idle time.
13. A minimum charge of 1 hour plant hire will apply to private works.
14. Where plant/equipment is hired outside of normal working hours, the applicant will be charged the applicable overtime or penalty rates as prescribed in Council's schedule of adopted fees and charges.
15. The Shire of Christmas Island shall be solely responsible for the payment of Shire Staff and/or its own Sub-Contractors engaged on private works. No other payment arrangements are permitted.
16. The Shire of Christmas Island reserves the right to refuse any application for private works and/or the private hire of plant/equipment/labour.

Version	Approved, Amended, Rescinded	Date	Officer	Resolution number	Key changes/ notes	Next Review date	File Ref No.
1	Approved	27/9/2022	GRPG	89/22	None	2024	2.11.34