

PART M7

ENVIRONMENTAL MANAGEMENT

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1. GENERAL

This Part specifies the requirements for the Contractor's Environmental Management System (EMS). The requirements specified in this Part apply unless stated otherwise in the **Contract Specific Requirements**.

This Part references the following documents:

- AS/NZS ISO 14001 Environmental management systems – Requirements with guidance for use;
- DPTI Contractor's Environmental Management Plan Guidelines – Road, Rail and Marine Facilities;
- DPTI Operational Instruction 20.1: Care, Control and Maintenance of Roads by the Commissioner of Highways (Section 26 of the Highways Act);
- DPTI Vegetation Removal Policy; and
- AS/NZS ISO 19011 Guidelines for auditing management systems.

The Works must be undertaken in accordance with all applicable environmental legislation, including:

- Aboriginal Heritage Act 1988;
- Planning, Development and Infrastructure Act 2016;
- Development Act 1993;
- Environment Protection Act 1993;
- Environment Protection and Biodiversity Conservation Act 1999 (Commonwealth);
- Heritage Places Act 1993;
- Native Title (South Australia) Act 1994;
- Native Title Act (1993) Cwth;
- Native Vegetation Act 1991; and
- Natural Resources Management Act 2004.

DPTI environmental and heritage publications are available from:

<http://www.dpti.sa.gov.au/standards/environment>.

The Contractor, except to the extent prohibited by law, indemnifies the Principal against any loss that the Principal suffers or incurs arising out of a failure by the Contractor to comply with any of its environmental obligations under this Contract.

“Environmental Authorisation” includes an approval, licence, permit or exemption.

2. ENVIRONMENTAL MANAGEMENT SYSTEM

The Contractor must establish, implement and maintain an Environmental Management System (EMS) in accordance with the requirements of AS/NZS ISO 14001 for the duration of this Contract. The Contractor's EMS must make provision for the work of subcontractors.

The Contractor must have a current sustainability management policy endorsed by senior management which covers environmental, social and economic aspects relevant to the Works.

No part of the Contractor's EMS shall be used to pre-empt, preclude or otherwise negate the technical requirements of the Contract.

3. CONTRACTOR'S ENVIRONMENTAL MANAGEMENT PLAN

The Contractor must establish, implement and maintain a Contractor's Environmental Management Plan (CEMP) which addresses the management of the environmental and heritage issues for this Contract. The CEMP must comply with the DPTI "Contractor's Environmental Management Plan Guidelines", available from: <http://www.dpti.sa.gov.au/standards/environment>.

The CEMP must include:

- a) an environmental and heritage risk assessment of all maintenance activities;
- b) the method(s) to ensure the Works comply with the environmental requirements of this Contract;
- c) details of the process for ensuring that the Contractor's Staff and subcontractors understand and meet all environmental requirements of the Contract, including a procedure for conducting environmental inductions;
- d) the approach to inspection and testing to verify compliance with the specified environmental requirements; and
- e) an environmental audit schedule.

Prior to completion of the Mobilisation Period, the Contractor must submit an electronic controlled copy of the CEMP, including all supporting documentation. Provision of the CEMP including any stand-alone Management Plans, and any proposed amendments to the CEMP, and supporting documentation, shall constitute a **HOLD POINT**.

Management Plans for specific environmental issues (such as work adjacent to Roadside Significant Sites and any associated variations to the "Protect Actions" of those sites, Weeds, Soil Erosion and Drainage, Noise and Vibration, Air Quality, and Contamination) may be incorporated into the CEMP or be stand-alone documents.

4. ENVIRONMENTAL AUTHORISATIONS

The Contractor must:

- a) obtain all Environmental Authorisations required by law (including those listed in Schedule 1 of the Environment Protection Act 1993), other than those already obtained by the Principal;
- b) ensure that its subcontractors obtain all Environmental Authorisations required by law, which may include obtaining an exemption from obtaining a licence under the Environment Protection Act 1993;
- c) comply with the requirements of all Environmental Authorisations, including those obtained by the Principal;
- d) provide a copy of Environmental Authorisations obtained by the Contractor and its subcontractors at least 10 working days prior to commencement of any Works relating to the Environmental Authorisations; and
- e) document the Environmental Authorisations in the CEMP.

Provision of any Environmental Authorisations obtained by the Contractor shall constitute a **HOLD POINT**.

Any Environmental Authorisations obtained by the Principal are listed in the **Contract Specific Requirements**.

5. ENVIRONMENTAL MANAGEMENT REPRESENTATIVE

The Contractor must provide an Environmental Management Representative (EMR) who is directly responsible to the Contractor's senior management and has responsibility for ensuring that the requirements of the Environmental Management System and the environmental requirements of the Contract are complied with.

At all times, the duties of the EMR in regard to ensuring compliance with this Part M7 "Environmental Management" and Part M8 "Environmental Protection" must take precedence over any other activity undertaken by the EMR.

The EMR must:

- (a) be available to attend any maintenance work Site at any time that work is in progress;
- (b) be on site whenever activities are in progress that are identified in the CEMP as being of high risk to the environment; and

have authority to:

- (a) enforce the implementation of all measures to avoid, minimise or mitigate adverse environmental impacts;
- (b) stop the progress of any part or element of the Contractor's work that does not comply with the environmental requirements until such time as the non-compliance has been rectified;
- (c) possess the skills and knowledge to deliver an environmental induction and training for all persons involved in maintenance activities; and
- (d) possess an appropriate knowledge and ability to identify native and weed species.

6. TRAINING AND INDUCTION

6.1 Environmental Awareness Training

Prior to any Works commencing, the Contractor must ensure that all Staff undertaking Works have attended DPTI Environmental Awareness training or equivalent training within the last 5 years. Recognition of equivalent training requires approval from the Superintendent.

Information about the DPTI Environmental Awareness training is available from the following website:
https://www.dpti.sa.gov.au/contractor_documents/contractor_environmental_training_programs.

The Contractor must provide evidence of staff attendance at this training to the Superintendent prior to the Maintenance Period commencing. Provision of this evidence shall constitute a **HOLD POINT**.

6.2 Induction

The Contractor must ensure that the Contractor's Staff attend a specific environmental induction before they commence Works. The induction must be delivered by the Environmental Management Representative or a person with appropriate environmental knowledge and experience, and must address all environmental issues that are relevant to the person's activities as identified in the CEMP.

The Contractor must provide evidence of environmental inductions to the Superintendent upon request.

7. MONITORING, AUDITING AND REPORTING

The Contractor must monitor its environmental performance, and that of its subcontractors, for the duration of this Contract. Environmental performance must be measured against the Contractor's EMS and CEMP, and the requirements of this Contract.

Environmental audits must be conducted in accordance with AS/NZS ISO 19011. The Contractor must submit an Environmental Audit Schedule as part of the CEMP (refer Clause 3).

In addition to the Contractor's own audit schedule, the Contractor must allow external audits of the Contractor's environmental performance to be undertaken at any time.

The Contractor must report monthly on environmental performance as part of the Monthly Report (refer Part M6 "Data, Reporting and Governance"). The Contractor must document details and results of all environmental inspections and audits, which must be provided to the Superintendent upon request.

8. ENVIRONMENTAL INCIDENTS

The Contractor shall develop and maintain an Environmental Emergency Response Plan / Procedure which is based on an environment-related risk assessment of all Works.

In the event of an incident or accident which:

- a) leads to a warning, notice or order being issued by the SA EPA;
- b) contravenes applicable environmental legislation and/or an Environmental Authorisation (including the Principal's internal approvals process); and/or
- c) causes environmental harm or nuisance (as defined by the Environment Protection Act 1993 or other applicable legislation); then

the Contractor shall:

- a) take whatever remedial action is necessary as soon as practicable;
- b) immediately notify the Superintendent;
- c) provide an initial written notification report to the Superintendent within 24 hours of the incident occurring; and
- d) provide a full written investigation report within 72 hours of the incident occurring.

If any damage to the environment occurs as a result of non-compliance with the requirements of this Contract, the Contractor shall, at its own expense, reinstate or rectify the damaged area to the condition existing prior to the commencement of Works or as otherwise directed by the Superintendent. This includes, but is not limited to damage to vegetation and contamination of soil or water.

If the damage is not satisfactorily reinstated or rectified, the cost incurred by the Principal for the reinstatement or rectification of the damage (or the loss in value where the damage cannot be adequately reinstated or rectified) is a debt due from the Contractor to the Principal.

If the Contractor impacts vegetation without the required approvals, the Contractor will be liable to pay the offset amount in accordance with the Native Vegetation Act 1991 for native vegetation, the Development Act 1993 for regulated and significant trees, or the DPTI Vegetation Removal Policy for amenity vegetation. The Contractor shall obtain any retrospective approvals as required.

9. HOLD POINTS

The following is a summary of Hold Points, vide Part PC-QA1 "Quality Management Requirements", referenced in this Part:

CLAUSE REF.	HOLD POINT	RESPONSE TIME
3	Provision of Contractor's Environmental Management Plan, any proposed amendments, and supporting documentation	14 days
4	Provision of Environmental Authorisations obtained by the Contractor	7 days
6.1	Provision of Environmental Awareness Training evidence	7 days