1. **PART G50  
     
   ENVIRONMENTAL MANAGEMENT SYSTEM**

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ATTACHMENT G50A: REQUEST TO CHANGE CONTRACTOR’S ACTIVITY ZONE

### GENERAL

* + 1. 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**.
    2. 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

AS/NZS ISO 19011 Guidelines for auditing management systems

DPTI Vegetation Removal Policy

* + 1. The work must be undertaken in accordance with all applicable environmental legislation, including:

*Aboriginal Heritage Act 1988;*

*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 Vegetation Act 1991;* and

*Natural Resources Management Act 2004.*

* + 1. DPTI environmental publications are available from: <http://www.dpti.sa.gov.au/standards/environment>. DPTI road and traffic management publications are available from: <http://www.dpti.sa.gov.au/standards/tass>.
    2. 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.
    3. **“Environmental Authorisation”** includes an approval, licence, permit or exemption.

### ENVIRONMENTAL Management SYSTEM

* + 1. 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.
    2. The Contractor must have a current sustainability management policy endorsed by senior management which covers environmental, social and economic aspects relevant to the Works.
    3. No part of the Contractor’s EMS shall be used to pre-empt, preclude or otherwise negate the technical requirements of the Contract.
    4. Prior to commencement of any work on Site, the Contractor must submit a controlled electronic copy of the EMS. Provision of the EMS, and any proposed amendments to the EMS, shall constitute a **HOLD POINT**.

### CONTRACTOR’S ENVIRONMENTAL MANAGEMENT PLAN

* + 1. The Contractor must establish, implement and maintain a Contractor’s Environmental Management Plan (CEMP) which addresses the management of the environmental 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>.
    2. The CEMP must include:
       - 1. an environmental risk assessment of all construction activities;
         2. the method(s) to ensure the Contractor’s work, and the work of its subcontractors, complies with the environmental requirements of this Contract;
         3. details of the process for ensuring that the Contractor's personnel and subcontractors understand and meet all environmental requirements of the Contract, including a procedure for conducting environmental inductions;
         4. the approach to inspection and testing to verify compliance with the specified environmental requirements;
         5. an environmental audit schedule vide Clause 8; and
         6. details of the Contractor’s Activity Zone (including plans or drawings), as well as details of any approved alterations.
    3. Prior to commencement of any work on Site, 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**.
    4. Management Plans for specific environmental issues (such as Weeds, Soil Erosion and Drainage, Noise and Vibration, Air Quality, and Contamination) may be incorporated into the CEMP or be stand-alone documents.

### ENVIRONMENTAL AUTHORISATIONS

* + 1. The Contractor must:
       - 1. 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;
         2. 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;*
         3. comply with the requirements of all Environmental Authorisations, including those obtained by the Principal;
         4. 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
         5. document the Environmental Authorisations in the CEMP.
    2. Provision of any Environmental Authorisations obtained by the Contractor shall constitute a **HOLD POINT**.
    3. Any Environmental Authorisations obtained by the Principal are listed in the **Contract Specific Requirements**.

### ENVIRONMENTAL MANAGEMENT REPRESENTATIVE

* + 1. 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.
    2. At all times, the duties of the EMR in regard to ensuring compliance with this Part G50 and Part CH50 must take precedence over any other activity undertaken by the EMR.
    3. The EMR must:
       - 1. be available to attend the Site at any time that work is in progress;
         2. be on Site whenever activities are in progress that are identified in the CEMP as being of high risk to the environment;
         3. attend the work site a minimum of two days per week until Site work is complete;
         4. have authority to:
         5. enforce the implementation of all measures to avoid, minimise or mitigate adverse environmental impacts; and
         6. 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;
         7. possess a recognised tertiary environmental qualification and have at least 3 years of recent relevant experience to the position;
         8. possess the skills and knowledge to deliver an environmental induction and training for all persons involved in construction activities; and
         9. possess an appropriate knowledge and ability to identify native and weed species.

### TRAINING AND INDUCTION

#### Environmental Awareness Training

* + 1. Prior to any works commencing on Site, the Contractor must ensure that at least two of its staff who will be based on Site have attended DPTI Environmental Awareness training or equivalent training within the last 5 years. The Contractor’s Site representative / supervisor must have attended the training. Recognition of equivalent training requires approval from the Principal.
    2. Information about the DPTI Environmental Awareness training is available from the following web site: <http://www.dpti.sa.gov.au/documents/contractsandtenders/contractor_environmental_training_programs>.
    3. The Contractor must provide evidence of staff attendance at this training to the Principal prior to works commencing. Provision of this evidence shall constitute a **HOLD POINT**.

#### Induction

* + 1. The Contractor must ensure that the Contractor’s (and any sub-contractor’s) personnel attend an environmental induction before they commence work on Site. The induction must be delivered by the Environmental Management Representative, and must address all environmental issues that are relevant to the person’s activities on Site as identified in the CEMP.
    2. The Contractor must provide evidence of environmental inductions to the Principal upon request.

### CONTRACTOR’S ACTIVITY ZONE

* + 1. The Contractor’s Activity Zone (CAZ) is defined as the area of the Site where activities associated with construction of the Works are permitted to take place. The CAZ is:
       - 1. the area defined by the plan area of the Works (“Footprint”) and an additional 1.0 m beyond the Footprint; and
         2. any other area necessary for the construction of the Works (which may be outside of the Site) including:
         3. access tracks;
         4. utility areas required for temporary stockpiling, refuelling, storage, waste management, equipment lay-down and the movement, turning or parking of vehicles;
         5. the site office compound; and
         6. areas for the installation and maintenance of any erosion and sediment control devices.
    2. The CAZ must consist of the minimum area practicable to undertake the construction activities in accordance with this Contract.
    3. Subject to compliance with all other requirements and approvals specified in this Contract, the Contractor must undertake all construction related activities within the approved CAZ.
    4. Prior to nomination of the CAZ, the Contractor must conduct a joint inspection of the CAZ with a nominated representative of the Principal.
    5. Prior to commencement of work on Site, the Contractor must nominate the location of the CAZ. The CAZ must be documented on a set of design or construction drawings, or as otherwise agreed to by the Principal. Provision of the CAZ shall constitute a **HOLD POINT**.
    6. If the Contractor wishes to alter the CAZ, prior approval of the Principal must be sought using the form in Attachment G50A "Request to Change Contractor’s Activity Zone". Submission of the request to change the CAZ shall constitute a **HOLD POINT**. Any approved changes must be documented in the CEMP.
    7. The approval of the CAZ and alterations to the CAZ will be based on the environmental risk and the practicality of restricting construction activities.

### MONITORING, AUDITING AND REPORTING

* + 1. 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.
    2. Environmental audits must be conducted in accordance with AS/NZS ISO 19011. The Contractor is responsible for ensuring that environmental audits are conducted at intervals of no less than 3 months.
    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.
    4. The Contractor must report six monthly to the Principal on its environmental performance. The Contractor must document details and results of all environmental inspections and audits, which must be made available to the Principal upon request.

### ENVIRONMENTAL INCIDENTS

* + 1. The Contractor must develop and maintain an Environmental Emergency Response Plan / Procedure which is based on an environment-related risk assessment of all Site activities.
    2. In the event of an incident or accident which:
       - 1. leads to a warning, notice or order being issued by the SA EPA;
         2. contravenes applicable environmental legislation and/or an Environmental Authorisation; and/or
         3. causes environmental damage,

the Contractor must:

1. take whatever remedial action is necessary as soon as practicable;
2. immediately notify the Principal;
3. provide an initial written notification report to the Principal within 24 hours of the incident occurring; and
   * + - 1. provide a full written investigation report within 72 hours of the incident occurring.
     1. If any damage to the environment occurs as a result of non-compliance with the requirements of this Contract, the Contractor must, at its own expense, reinstate or rectify the damaged area to the condition existing prior to the commencement of work or as otherwise directed by the Principal. This includes 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.
     2. 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.

### HOLD POINTS

* + 1. The following is a summary of Hold Points referenced in this Part:

|  |  |  |
| --- | --- | --- |
| **CLAUSE REF.** | **HOLD POINT** | **RESPONSE TIME** |
| 2.4 | Provision of Environmental Management System and any proposed amendments | 14 days |
| 3.3 | Provision of Contractor’s Environmental Management Plan or any proposed amendments, and supporting documentation | 14 days |
| 4.2 | Provision of Environmental Authorisations obtained by the Contractor | 7 days |
| 6.3 | Provision of Environmental Awareness Training evidence | 7 days |
| 7.5 | Provision of Contractor’s Activity Zone | 2 working days |
| 7.6 | Submission of request to change Contractor’s Activity Zone | 2 working days |

**ATTACHMENT G50A**

**REQUEST TO CHANGE CONTRACTOR’S ACTIVITY ZONE**

|  |  |
| --- | --- |
| **Project Name:** ……………………………….………………………… | **Date:** ………………………………………..…. |
| **Location / Chainage:** ………………………………………………… | **Request Number:** …………………………… |
| **Submitted by:** Name: ………………………………………………… | **Date Received by DPTI:** ..………………..… |
| Title: ……………………………………………..........  Company: ……………………………………...…….. |  |

Details of proposed change to Contractor’s Activity Zone including reasons for change, possible environmental impacts and proposed mitigation measures:

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Please attach marked up drawings or sketch plan of request, and photos of the area of proposed extension.

**Request Approved / Not Approved**

Approval subject to the following conditions:

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Signed by DPTI Senior Environmental Advisor: ………………………………………………………………………………….

Name: …………………………………………………………………. Date: ………………………………………………........

Note: Approval for impacts to vegetation must be obtained in accordance with the DPTI Vegetation Removal Policy.

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