

**PART G50**  
**ENVIRONMENTAL MANAGEMENT**

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**1. GENERAL**

- .1 This Part specifies the requirements for the Contractor's Environmental Management Requirements.
- .2 This Part references the following documents:
  - DPTI Vegetation Removal Policy
  - DPTI's Operational Instruction 21.6 - Recycled Fill Materials for Transport Infrastructure
- .3 The work shall be undertaken in accordance with all applicable environmental legislation, including but not limited to:
  - 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.*
- .4 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>.
- .5 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.
- .6 “**Environmental Authorisation**” includes an approval, licence, permit or exemption.

**2. CONTRACTOR'S ENVIRONMENTAL OBLIGATIONS**

- .1 The Contractor's design must meet or exceed all environmental requirements specified in this Contract. Where the Contractor's design and construction activities varies from that contemplated in the design and environmental documentation provided by the Principal, the Contractor:
  - (a) shall undertake all additional design and construction activities to ensure compliance with the environmental requirements resulting from the Contractor's design;
  - (b) bears all risks associated with compliance with the environmental requirements associated with a varied design;
  - (c) shall obtain any additional authorisations, approvals and licences necessary; and
  - (d) shall update the Contractor's Environmental Management Plan to address all environmental protection matters resultant from the work under the Contract which have not been addressed in the documentation provided by the Principal.

**3. ENVIRONMENTAL AUTHORISATIONS**

- .1 The Contractor shall:

- (a) obtain all Environmental Authorisations for works under the Contract required by law or as specified by the Principal, 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) identify any required amendment or variance to the environmental and planning approvals / authorisations obtained by the Principal, and prepare all relevant documentation for resubmission by the Principal, unless otherwise agreed. The Contractor shall as required, provide timely design / construction information and supporting material to the Principal for inclusion in submission of external licenses and applications, required for any legislative approval process. Provision of the draft amended/varied environmental and planning approvals/authorisations for review by the Principal prior to submission shall constitute a **HOLD POINT**.
  - (e) 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;
  - (f) allow for and program the appropriate authority or statutory assessment and approval timeframes; and
  - (g) document the Environmental Authorisations in the CEMP.
- .2 Provision of any Environmental Authorisations obtained by the Contractor shall constitute a **HOLD POINT**.

#### **4. ENVIRONMENTAL AND SUSTAINABILITY OBJECTIVES**

- .1 Subject to the requirements outlined by the Principal, the Contractor's design and construction methodology must be undertaken to maximise the achievement of the following objectives:
- (a) include the principles of sustainability in the design and construction of the Works, including:
    - i) minimise resource use and waste generated during construction;
    - ii) minimise the generation of greenhouse gases; and
    - iii) maximise recycling;
  - (b) apply the principles of the waste hierarchy to minimise waste creation and maximise diversion of waste from landfill and dispose of waste in an environmentally appropriate manner;
  - (c) avoid acid sulphate soils where possible or mitigating impacts;
  - (d) avoid mobilisation of contaminants and where feasible, remediation of contaminated land on the Site;
  - (e) protect water quality through the incorporation of Water Sensitive Urban Design (WSUD) elements;
  - (f) minimise use of mains water during the construction and operation of the asset through demand reduction, use of rainwater and recycled water
  - (g) prevent pollution of surface, ground and marine waters;
  - (h) protect and prevent disturbance of Aboriginal Heritage sites, objects or remains;
  - (i) protect and conserve non-Aboriginal cultural heritage sites;
  - (j) minimise the destruction or disturbance of native vegetation and amenity vegetation;
  - (k) eliminate proclaimed pest plants and environmental weeds;
  - (l) minimise the destruction or disturbance of fauna habitat;
  - (m) enhance the amenity of the road corridor and surrounding areas with urban design and landscaping; and
  - (n) protect noise sensitive receivers from rail/traffic noise.

#### **5. SOIL AND GROUNDWATER CONTAMINATION**

- .1 If the Works will affect areas that have not been included in any contamination investigation provided by the Principal or are in areas that require additional assessment and/or where contaminants are mobilised or contaminated soils are disturbed, relocated or moved off the site, the Contractor shall arrange for a suitably qualified contamination consultant to undertake any further investigation necessary (prior to construction and during construction) to determine the scope and nature of contamination, including appropriate disposal classification and address this in the Contamination Remediation Management Plan.

- .2 The Contractor must satisfy themselves and bear responsibility that the contamination assessment, including those provided by the Principal (where supplied), and all materials (e.g. soil/spoil) is suitable for either reuse or disposal in accordance with the Environment Protection Act 1993. This may require undertaking further contamination assessments and seeking involvement from an EPA Accredited Site Contamination Auditor.
- .3 All work must be undertaken in compliance with DPTI's Operational Instruction 21.6 - Recycled Fill Materials for Transport Infrastructure, the Environment Protection Act (SA) 1993 and associated guidelines including the EPA Standard for the production and use of Waste Derived Fill.
- .4 Where required, the Contractor is responsible for obtaining approval from the EPA and / or an appropriately qualified EPA accredited Auditor, for reuse of any contaminated material within the project site (both imported and won within the site), or for stockpiling within the project site boundary or off-site.
- .5 The design of the Works and Temporary works must address the management of contaminated material.

## 6. **VEGETATION**

### **High Value Vegetation**

- .1 High Value vegetation is considered to be one or more of the following:
  - (a) vegetation covered by legislation; and
  - (b) vegetation on third party land including private property.
- .2 In addition to approvals obtained under legislation, prior to impacts to high value vegetation, the Contractor will be responsible for obtaining any approvals from the relevant property owners (e.g. Council, private property owner, DPTI, DEWNR, etc.) for vegetation removal, canopy pruning or works within the Tree Protection Zone (including root pruning) for all non-regulated vegetation (e.g. amenity) and / Regulated Trees and Regulated Significant Trees. This shall also include vegetation that is under the care, control or management of another organisation.
- .3 The Contractor shall allow for and program the appropriate authority (e.g. State Commission Assessment Panel; Local Government) or statutory assessment and approval timeframes.

### **Vegetation Removal Register**

- .4 Every three months the Contractor must provide to the Principal a register and plan of all vegetation (including individual areas of native vegetation and regulated/significant trees) that has been removed as a result of the Works. The register and plan must show all vegetation removed using the associated number in the vegetation survey(s) It must include a summary of vegetation impacted during the reporting period as well as cumulative impact since commencement of the Contract.

## 7. **ENVIRONMENTAL INCIDENTS**

- .1 The Contractor shall 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:
  - (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),the Contractor shall:
  - (a) take whatever remedial action is necessary as soon as practicable;
  - (b) immediately notify the Principal;
  - (c) provide an initial written notification report to the Principal within 24 hours of the incident occurring; and
  - (d) provide a full written investigation report within 72 hours of the incident occurring.
- .3 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 work or as otherwise directed by the Principal. 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.

- .4 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.

**8. OIL SPILL RESPONSE – MARINE ENVIRONMENTS**

- .1 In the event of an oil spill incident in the marine environment the Contractor shall:
  - (a) Dial 000 if there is a fire or injury requiring medical attention or if the size of the spill or nature of the spilled material makes it readily apparent that the situation is dangerous;
  - (b) Control access to the spill area and, if possible without risking injury, control the source of the spill and limit the spread of contamination;
  - (c) Not apply dispersant/detergent or other substance - the spill should just be contained and ensure the safety of those on site and in the vicinity.
  - (d) Report the spillage (no matter how small) to the Outer Harbour Signal Station on (08) 8248 3505 - who will contact the on-duty DPTI Incident Controller;
  - (e) Comply with the direction of the Incident Controller;
  - (f) Inform the Signal Station and the Principal of the circumstance, type and volume of the contamination as soon as possible after the occurrence along with contact details; and
  - (g) Bear any cost to the Principal in cleaning up the spillage or clean up the spillage to the satisfaction of the Incident Controller.

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**9. HOLD POINTS**

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

| CLAUSE REF. | HOLD POINT   | RESPONSE TIME |
|-------------|--|---------------|
| 4.2         | Provision of Environmental Authorisations obtained by the Contractor | 5 days        |