

LANDCOM

SCHEDULE OF CONDITIONS FOR PROTECTION OF THE ENVIRONMENT CIVIL WORKS CONTRACTS

This document is for Landcom's project partners only managing civil works contracts under project delivery agreements.

Protection of the Environment

- a) The *Contractor* acknowledges that the *Principal* must demonstrate due diligence under the *Protection of the Environment Operations Act 1997* (NSW).
- b) The *Contractor* must:
 - i) carry out all *WUC* in such a manner as to avoid nuisance, interference with or damage to the environment;
 - ii) comply with the requirements of:
 - A) the *Protection of the Environment Operations Act 1997* (NSW);
 - B) the *Contaminated Land Management Act 1997* (NSW);
 - C) the *Environmentally Hazardous Chemicals Act 1985* (NSW);
 - D) the *Waste Avoidance and Recovery Act 2001* (NSW);
 - E) the *Water Management Act 2000* (NSW); and
 - F) any other relevant law;
 - iii) not bring any *hazardous materials* onto the *site* without the prior written approval of *Principal's Representative*;
 - iv) provide impervious bunded storage if significant quantities of *hazardous materials* are stored on the *site*:
 - A) having the capacity of not less than 110% of the volume of the largest containers stored within the bund;
 - B) without drain valves; and
 - C) in accordance with Australian Standard, AS 1940-2004, "The Storage and Handling of Flammable and Combustible Liquids" if the bunded storage relates to the storage of fuel and oil;
 - v) leave the *site* tidy and properly dispose of all *hazardous materials* brought onto the *site* by the *Contractor*;
 - vi) remove from the *site* all refuse resulting from *WUC*, and handle the refuse in a manner so as to confine the material completely and to prevent any dust emission;
 - vii) spray earthwork formations and stockpiles to reduce dust emissions and otherwise prevent dust emissions by stabilising earthwork formations and stockpiles adequately;
 - viii) Mulch and soils for landscaping purposes shall have at least 90% and 40%, respectively, of recycled content and comply with Australian Standards AS 4454-2003 and AS 4419-2003.
 - ix) convey all matters include soils, earth, sand and loose debris to and from the *site* in such a manner as to

- prevent spilling of materials on roads, pavements and footpaths;
- x) ensure that wheels and outside surfaces of all vehicles travelling to and from the *site* are free of mud so that no tyre marks are made on roads, pavements and footpaths;
 - xi) ensure that the relevant *key personnel*:
 - A) are available to the relevant *authority* on a 24 hour basis; and
 - B) have authority to take immediate action to shut down any activity or to effect any *pollution* control measure, as directed by an *authority*;
 - xii) install and maintain erosion and sedimentation controls in accordance with the requirements of the *soil and water management plan* and the *project brief*;
 - xiii) within 7 days after the construction of any erosion and sediment control devices and ponds, provide to *Principal's Representative* a certificate, witnessed by the relevant *authority*, certifying:
 - A) that the facilities are in place;
 - B) the date of completion of the facilities;
 - C) any conditions not complied with; and
 - D) the reasons for any non-compliance;
 - xiv) in relation to air quality, ensure that all *construction plant* on the *site* is designed and operated to minimise the emission of smoke, dust and other substances into the atmosphere;
 - xv) ensure that any *contamination, pollution* or damage to the environment occurring during *WUC* is either removed off *site* or remediated at the *Contractor's* cost, and a certificate by an *environmental consultant* evidencing that this has occurred is provided to *Principal's Representative* as a pre-condition to the achievement of *practical completion*;
 - xvi) ensure that the use and storage of any "Class 6" herbicide or other chemicals (as defined in the *Dangerous Goods (General) Regulation 1999 (NSW)*) is undertaken strictly in accordance with the manufacturer's instructions and the relevant *material safety data sheets*;
 - xvii) ensure that refuelling does not occur in the vicinity of waterways or environmentally sensitive areas and that refuelling operations are not left unattended while in progress;
 - xviii) ensure that stormwater accumulated in fuel and chemical bunds:
 - A) is not discharged into any waterways; and
 - B) is pumped out and disposed of off *site* by an *EPA* accredited waste management contractor;
 - xix) give a certificate, by the *EPA* accredited waste management contractor referred to in

- clause (b)(xviii)(B), to *Principal's Representative* prior to *practical completion*, certifying that the stormwater referred to in clause (b)(xviii) has been disposed of in accordance with all *laws*;
- xx) ensure that appropriate spill kits and suitable fire extinguishers are available on *site* at all times; and
 - xxi) ensure that:
 - A) all *waste* is disposed of in an appropriate landfill;
 - B) copies of waste disposal dockets required under any *law* are provided to *Principal's Representative* within 7 days after disposal of any waste;
 - C) *waste* data is monitored and recorded in accordance with the *EMP report card* (copy available on www.landcom.nsw.gov.au); and
 - D) copies of any notices or penalties served or levied on the *Contractor* or its *subcontractors* for non-compliance with any *laws* are copied to *Principal's Representative* within 7 days after such notices or penalties are served or levied on the *Contractor* or its *subcontractors* as applicable.
- c) The *Contractor* must submit an environmental management plan to *Principal's Representative* for approval, prior to the commencement of any construction of *the Works*. The environmental management plan must include:
- i) a statement of commitment - overall objectives of the environmental management plan;
 - ii) *worksheets* completed by the *Contractor* and a list of likely environmental issues and impacts associated with *WUC*, as identified in the *worksheets* completed by the *Contractor*;
 - iii) any environmental requirements deriving from the *project approvals* for *the Works*;
 - iv) any additional environmental requirements imposed by any *authority* (for example, sampling and the like);
 - v) an environmental emergency response plan and incident reporting procedures;
 - vi) monitoring requirements including a *site* environmental logbook comprising *weekly log sheets* and the *EMP report card* (copy available on www.landcom.nsw.gov.au);
 - vii) a quality management system for the identified environmental issues and impacts associated with *WUC*, including:
 - A) the *Contractor's* statement of responsibilities and duties as to environmental management;
 - B) a clear indication and communication of the environmental responsibilities on the *site*; and
 - C) environmental awareness and training for *site* personnel and *subcontractors*.
- d) The *Contractor* must complete the relevant sections of the *EMP report card* and provide a copy to *Principal's*

Representative prior to practical completion.

- e) The *Contractor* must indemnify the *Principal* against any claim, demand, duty, liability or obligation, cost expense, loss or damage (including legal expenses on a full indemnity basis) suffered or incurred by the *Principal* as a result of:
 - i) any *contamination* of or from the *site*;
 - ii) any *pollution* occurring on or from the *site*;
 - iii) the disposal of *waste* to the *site*; and
 - iv) any injury or death of a person on the *site*,which occurs before the *date of practical completion*, except to the extent that it arises out of a negligent act or omission of the *Principal*, its servants, agents or contractors.
- f) The:
 - i) parties acknowledge that an *authority* may seek information relating to environmental management practices in connection with *WUC*;
 - ii) *Contractor* must:
 - A) promptly provide information relating to its environmental management practices to the *authority*;
 - B) not provide information relating to the *Principal's* environmental management practices unless directed by *Principal's Representative*; and
 - C) to the extent that the *authority* seeks information relating to the *Principal's* environmental management practices, refer the matter to *Principal's Representative*.
- g) The *Contractor* shall keep a log book on *site* including its records of:
 - i) all rainfall events on the *site*;
 - ii) applications of flocculants, dates and quantities;
 - iii) water discharge, dates and volumes, and samples tested prior to and after flocculation;
 - iv) its record of daily inspection of erosion and sediment controls;
 - v) the date and quantity of silt removed from any detention basin;
 - vi) the date and quantity of construction and demolition waste removed off-*site* for recycling. The *Contractor* shall aim to achieve 90% recycling of non-hazardous civil works and demolition waste.
 - vii) maintenance *work* undertaken on sediment and erosion control measures, including detailed descriptions and dates; and
 - ix) erosion control measures put in place with descriptions and dates.
- h) The log book referred to in clause (g) shall be kept up to date daily and may be reviewed by *Principal's*

Representative at least weekly. The log book shall be available for inspection of any authority on request.

GLOSSARY

ARA – Appropriate Regulatory Authority

EMP – Environmental Management Plan

EPA – Environment Protection Authority (part of Department of Environmental and Conservation)

WUC – Works under the contract