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| Form: RAMC Environmental Audit Checklist | Revision Number: | 2 |
| Effective Date: | 15.01.2020 |

NOTE: This checklist applies to Road Asset Management Contracts (RAMC). As the RAMC conditions require compliance with MRTS51 and MRTS52 in some cases, **the relevant clauses** have been referred to or included within the checklist where necessary.

**Purpose:**

This RAMC Environmental Management Plan – Maintenance (EMP -M) Audit Checklist is to assist the Principal in reviewing the implementation of the Contractor’s EMP (M). The EMP (M) must be consistent with RAMC Appendix L: Environmental and Cultural Heritage Management, the General Conditions of Contract (GCoC) and Appendix D: Detailed Requirements for Contract Plan.

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| Contractor |  | | | Date |  | Review No. |  |
| Contract No. |  | Contract Area |  | Auditor |  | | |
| TMR Project Manager / Area Engineer |  | | | Participants |  | | |
| Scope of Audit |  | | | Location |  | | |

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| **Legend:** | **C** Conformance | **NC** Non-conformance | **NFV** Not Fully Verifiable | **O** Observation |

| Reference | Requirements | Addressed | Comments/Observations |
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| RAMC GCoC | | | |
| Cl 13.1 & 13.5 | The Contractor provided an EMP (M) which forms part of the Contract Plan, and all documentation, access and assistance necessary for audit. |  |  |
| Cl 31.1 | The Contractor provided evidence of:  implementation and maintenance measures to preserve and protect the natural environment (including the protection of cultural heritage) on and adjacent to a Site,  paid all penalties, costs and expenses incurred by the Contractor,  implemented all applicable environment protection measures prior to proceeding with any relevant work under the Contract,  promptly notify the Principal's representative in writing of any breach or likely breach of this Clause 31. |  |  |
| Cl 31.3 | The Contractor:  provided all documentation, access and assistance necessary to audit the Contract EMP (M),  Contractors which have an accredited or certified (ISO 140001) EMS, that is approved for use in place of an EMP (M) must provide access to documentation pertaining the Contractors EMP (M).  notified the Principal's Representative, within 7 days, of non-conformance in the implementation of the Contract EMP (M) or non-conformance in compliance with the Contract EMP (M). |  |  |
| Cl 31.4 | The Contractor notified the Principal's Representative of an environmental incident occurrence within reasonable time. |  |  |
| Cl 31.5 & Appendix L Cl 9.1 | The Contractor:  notified the Principal's Representative of any proposed meetings with, or inspections by, authorities regarding environmental incidents under the Contract.  allowed the Principal or their representative to be present at those meetings. |  |  |
| RAMC Appendix L – Environmental and Cultural Heritage Management requirements for Contract Plan | | | |
| Cl 6.1 | No works were commenced on site until after the Principal's written notice of approval for the Contractor's EMS, EMP (M) and/or EMP (C). |  |  |
| Cl 7 | The Contractor:  notified the Principal's Representative, at least 5 days, of activities or sites which are:  a High Risk activity, or  an activity or site that triggers environmental assessments (Cl 7.1 & 7.2),  or any other activity, or location, that the Principal has advised requires an environmental assessment, or  another activity which the Contractor considers may be considered a High Risk environmental activity due to it nature or location.  has not commenced the High Risk activity without approval from the Principal's Representative. |  |  |
| Cl 8.1 & GCoC Cl 28 | The Contractor:  carried out all works under the Contract in a manner which does not cause environmental harm and/or environmental nuisance,  maintained and implemented the EMS or EMP (M),  complied with directions or requirements imposed by the Administrating Authority in relation to works under the Contract.  paid all penalties, costs and expenses that may be incurred concerning offences committed or alleged to be committed under any statutory requirements relating to environmental management.  If environmental harm and/or nuisance occurred, the Contractor immediately:  initiated actions to mitigate the environmental harm or nuisance and prevented any reoccurrence or escalation of the harm,  advised the Principal's Representative and  advised the relevant Administering Authority. |  |  |
| Cl 8.3 | The Contractor:  retained all records required to demonstrate compliance with all approvals,  where an environmental approval contains conditions extending beyond the period of Contract, the Contractor sought advice from the Principal regarding acceptance prior to formalising the approval,  where an environmental approval contains a reporting requirement or supply of data or documentation, the Contractor supplied this to the Principal’s Representative no later than 20 days prior to the dates specified in the Approval,  where an Environmental Approval contains a reporting requirement, any reports were not published or released without written approval of the Principal,  prior to Date of Practical Completion or conclusion of the Contract, the Contractor provided documentation of the surrender of approvals held by the Contractor that relate to the Contract. |  |  |
| Cl 8.5 | The Contractor:  reviewed and revised the EMP (M) at least once each year of the Contract Term,  submitted all changes to the EMP to the Principal’s Representative for assessment of suitability to address requirements of the Contract,  provided the Principal's Representative an electronic copy of the most current and complete version of the EMP (M). |  |  |
| Cl 9.1 | The Contractor notified the Principal's Representative of correspondence, meeting with or visits from representatives of any Administering Authority within 24hrs. |  |  |
| Cl 9.2 | The Contractor:  implemented a system to manage complaints and enquiries,  has taken necessary action to investigate to resolve or respond to all enquiries or complaints,  notified the Principal's Representative of the receipt of all complaints and enquiries or complaints. |  |  |
| Cl 9.3 | The Contractor undertook at least one internal environmental audit during each year of the Contract and provided the report to the Principal's Representative. |  |  |
| Cl 9.4 | The Contractor:  undertook environmental monitoring requirements as condition of approvals,  identified non-conforming monitoring results in the Contractor's monthly environmental report. |  |  |
| Cl 9.5 | The Contractor's monthly environmental reporting includes:  updates to EMP (M) and Erosion and Sediment Control Plan (ESCP),  register of current and completed non-conformance and corrective action reports related environmental matters, environmental-related complaints and environmental incidents and records of the current status,  positive environmental outcomes achieved and opportunities identified by the Contractor,  exceptions apparent in the registers, compliance, testing or been noted during inspections or audits, and  compliance reporting under the Compliance Management Plan, and  the Contractor undertook a review of the adequacy of management measures outline in the EMP for repeated or multiple (3 or more) non-conformances related to the same issue. |  |  |
| Cl 9.6 | The Contractor:  In the event of potential or serious environmental harm or nuisance occurring, the Contractor undertook immediate remedial actions to mitigate harm and prevent further impacts.  immediately advised the Principal’s Representative and relevant Administering Authority of environmental harm, and followed directions given,  investigated cause of the breach and/or potential environmental harm and identified and implemented corrective actions as soon as practicable, and  provided an Environmental Incident Report within 40 business days. |  |  |
| Cl 9.7 | The Contractor notified the Principal's Representative of:  actual or potential material or serious Environmental Harm as defined in the *Environmental Protection Act 1994*,  reportable breach of legislation or approval condition/s,  injury or death of native fauna other than least concern species,  tampering with native animal breeding place/s,  clearing of a protected plant/s other than authorised under an environmental approval,  identification of new biosecurity prohibited matter or restricted matter or breach of a condition of a biosecurity zone,  significant environmental feature. |  |  |
| Cl 9.8 | The Contractor retained and submitted environmental records identified in Table 9.1 at least annually, by 30th June each calendar year. |  |  |
| Water Quality | | | |
| Cl 10.2 | The Contractor provided documentation of water quality monitoring, and investigations whether reasonable and practicable measures were implemented, and whether corrective actions are required. |  |  |
| Erosion & Sediment Control | | | |
| Cl 10.3 & MRTS52 | The Contractor:  undertook reasonable and practicable management measures at all times to prevent erosion associated sedimentation, and avoid environmental harm or nuisance within Site and to waterways which the site discharges,  monitored the continued effectiveness of the ESC during the Contract, and updated the ESCP where necessary, and  completed CAC005M to ensure works conducted in accordance with the ESCP |  |  |
| Noise | | | |
| Cl 10.4 | The Contractor:  maintained requirements for noise in accordance with the Contract EMP (M), and  conducted assessment of noise impacts during works under an approved Compliance Management Plan or by the Principal's request. |  |  |
| Vibration | | | |
| Cl 10.5 | The Contractor:  is compliant with vibration requirements of the EMP (M),  conducted assessment of vibration impacts during works under an approved compliance management plan or by the Principal's request,  documented response to a justifiable complaint caused by the work under the Contract, and  documented changes in equiptment/work method, intensity, location, duration or timing of impacts that are expected to increase vibration impacts. |  |  |
| Air Quality | | | |
| Cl 10.6 | The Contractor maintained requirements for air quality in accordance with the Contract EMP (M).  Air quality complaints have been managed in accordance with Chapter 7 of the *Road Traffic Air Quality Management Manual*.  Unless permitted by the Principal's representative, burning of material has not be conducted.  Air quality monitoring have been conducted in accordance with the current australian standard measurement techniques. |  |  |
| Acid Sulphate Soils | | | |
| Cl 10.7.1 & MRTS04 | The Contractor managed actual or potential acid sulfate soils within the Site in accordance with the EMP (M), and *MRTS04 General Earthworks*. |  |  |
| Contaminated Sites | | | |
| Cl 10.8.1 & MRTS04 | The Contractor complied with contaminated sites requirements of the EMP (M), and requirements of *MRTS04 General Earthworks*, including CAC033M;  Contaminated land monitoring conducted in accordance with the requirements the Principal specified or contained with the site management plan approved by DEHP. |  |  |
| Native Fauna | | | |
| Cl 10.9 | Fauna is being managed in accordance with requirements of the EMP (M),  Destruction of animal breeding places was undertaken lawfully and records have been provided to Administrator.  Where operating under a SMP, records of monitoring and tampering data is recorded in the Register for tampering with animal breeding places.  Where operating under a SMP, based on advice of the SQP, the Contractor has undertaken measures to either avoid or manage or :where avoidance not possible destroy breeding places & remove eggs, or as last resort, to destroy eggs, young under a Damage Mitigation Permit.  Waterway barrier works are constructed, raised and modified in compliance with the Department of Agriculture and Forestry's *Accepted development requirements for operational works that is constructing or raising waterway barrier works (2017)*, OR  Where compliance with Accepted Development is not practicable, the Contractor has obtained a Development Approval and complied with conditions. |  |  |
| Vegetation | | | |
| Cl 10.10 | The Contractor managed vegetation clearing requirements in accordance with the Contract EMP (M), including approvals and/or conditions resulting from site specific environmental assessments, Clause 7.  Vegetation clearing beyond the clear zone was deemed suitable by the Principal's Representative.   * If deemed unsuitable by the Principal's Representative, it must be reported as non-conformance.   Monitoring was undertaken in accordance with the requirements the Principal specifies or contained with the SMP approved by DEHP. |  |  |
| Biosecurity | | | |
| Cl 10.11 | The Contractor:  implemented reasonable and practicable management measures to manage prohibited and restricted biosecurity matter.  managed the movement of biosecurity matter carriers across biosecurity zones,  obtained all necessary certificates and permits, and complied with the requirements,  documented all vehicle and plant cleandowns in accordance with Cl 10.11.2 (b),  maintained cleandown facilities in accordance with 10.11.2 (c),  complied with supplied or obtained and complied with own Biosecurity Instrument Permit,  isolated previously unidentified biosecurity matter on or adjacent to site, implemented management measures, and notified the Principal’s Representative,  ensured use of registered chemicals,  prepared an integrated pest management plan, and  monitored the Site for new infestations of biosecurity matters. |  |  |
| Waste | | | |
| Cl 10.12 | The Contractor:  recorded into the TMR Waste Register waste generated, disposed, recycled and reused by the Work under the Contract,  retained and provided all documents issued in relation to trackable waste transportation and disposal processes. |  |  |
| Chemicals and Spills | | | |
| Cl 10.13 | The Contractor:  managemed hazardous substances and dangerous goods and complied with AS 1940 for large (>10,00L) storages,  ensured spill response equipment is available on Site for use in an emergency,andnd, is commensurate with the Site location, topographical features, type and quantity of chemicals and fuels being stored on Site,  promptly remediated any contamination resulting from spills, leaks and discharges to a condition similar to that existing before the contamination and to the Principal's Representative's satisfaction,  appropriately maintained machinery and there is no evidence of leaks of oil, fuel or hydraulic fluid.  conducted all pre-coating of aggregates on site unless otherwise approved by the Principal’s Representative.  Ensured that refuelling:  occurred away from waterways unless for tracked machinery and contingency plan management measures are available in the immediate area,  activity is supervised at all times, and  hoses are fitted with a stop valve at the nozzle end. |  |  |
| Sourcing of Construction Material (Non-commercial and non-portable sources) | | | |
| Cl 10.14 | The Contractor:  obtained all necessary environmental approvals for relevant material sources including water and gravel resources or sourcing from suitably commercial/licensed Suppliers,  maintained volumetric and photographic records of material sourced and supplied under the Contract from each source as well as other records required for compliance with approvals.  monitored water source used for construction to ensure compliance with the *Exemption Requirements for the taking of water without entitlement (WSS/2013/666)* and other applicable approvals.  Includes monitoring of water levels in a non-flowing source against a depth gauge or suitable alternative and recording percentage (%) of full capacity.  for flowing sources, monitoring includes flow rate and whether flows cease during Works under the Contract. |  |  |

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| RoadTek – Specific Requirements | | | |
|  | Flood hazard appropriately assessed and managed |  |  |
|  | Scope changes have been appropriately managed and documentation amended as required |  |  |
|  | RoadTek’s Environmental policy and certification requirements understood |  |  |
|  | Is a trained Environmental Representative assigned to, and actively engaged on the project? |  |  |

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| Definitions: | |
| Conformance (C) | Fulfilment of a requirement, either contractual or legislative |
| Non-conformance (NC) | A failure to comply with a requirement of Contract. |
| Not Fully Verifiable (NFV) | There was insufficient evidence to determine conformance or non-conformance. |
| Observation (O) | A positive or negative comment of the auditor based on evidence and/or an observation made during the audit. Observations may or may not suggest corrective actions. |

A summary of the Audit outcomes is to be compiled in an Audit Report and provided to the Transport and Main Roads Project Manager/Area Engineer.

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| Audited by: |  | |  | |  | |
| Name |  | Signature |  | Date |  |