

PART M9

SUSTAINABILITY

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1. GENERAL

This Part specifies the requirements for understanding impacts and investigating and implementing initiatives to improve the sustainability of the Works.

This Part refers to the DPTI Sustainability Manual available from:
<https://dpti.sa.gov.au/standards/environment>.

2. SUSTAINABILITY OBJECTIVES

In delivery of the Works under the Contract the Contractor must maximise the achievement of the following sustainability objectives:

- a) minimise the generation of greenhouse gases;
- b) optimise resource efficiency, through use of recycled and recyclable materials, local materials, materials with lower environmental impacts, and the minimisation of waste disposed to landfill; and
- c) mitigate sustainability risks and drive improved sustainability performance in supply chains.

3. SUSTAINABILITY PLAN

The Contractor shall prepare a Sustainability Plan which includes, as a minimum:

- a) the Minimum Sustainability Requirements agreed for the Contract, and how they will be achieved;
- b) the outcomes of any investigations and actions taken to maximise use of sustainable materials and apply the waste hierarchy;
- c) actions implemented to reduce environmental and community/workforce health impacts of vehicles, plant and equipment emissions;
- d) estimated greenhouse gas emissions for the Contract (refer M9 Clause 8);
- e) details of any sustainability initiatives identified (current at the time of submitting the Plan), including the outcomes of any investigations undertaken;
- f) the Contractor's commitment to address sustainability risks and opportunities in the supply chain; and
- g) all material social sustainability risks and opportunities identified in the Contractor's supply chains, and the procurement actions that will/have been taken to mitigate these risks/realise these opportunities.

Submission of the Sustainability Plan shall constitute a **HOLD POINT**.

The Contractor shall submit Sustainability Progress Reports as part of the Monthly Report (refer M6 Clause 8). The Sustainability Progress Report must include:

- a) an indication of current status for each Sustainability Minimum Requirement (e.g. on-track to being achieved with proposed initiatives, additional initiatives still required to achieve minimum requirement); and
- b) a summary of the sustainability initiatives identified/investigated by the Contractor, outcomes of investigations undertaken, details of which initiatives were/were not implemented and the rationale.

4. SUSTAINABLE MATERIALS

The Contractor shall apply the principles of the waste hierarchy to the Works, using the following process:

- a) list all the major material/product categories in the Works along with estimated volumes;
- b) identify waste streams that will be generated by the Works;
- c) identify any opportunities for avoided demand;
- d) identify which elements of the Works allow/disallow use of recycled materials;
- e) identify possible sources of recycled materials and/or materials which have lower environmental impacts across their life cycle compared with competing materials/products;
- f) undertake cost benefit analyses to justify decisions to use or not to use recycled materials/products
- g) apply procurement policies to preference suppliers of materials/products with high recycled content and/or those with lower environmental impacts across their life cycle compared with competing materials/products;
- h) investigate opportunities to recycle waste materials generated by the Works;
- i) where recycling is possible, put measures in place to ensure waste streams are kept separate; and
- j) dispose of surplus material to appropriate resource recovery facilities.

The outcomes of (a) – (e) must be recorded in the Sustainability Plan.

Actions taken in response to (f) – (j) must be recorded in the Sustainability Progress Reports.

5. SUSTAINABLE EQUIPMENT

The Contractor shall identify and implement actions to reduce the environmental as well as community/workforce health impacts of vehicles, plant and equipment emissions through a combination of:

- a) purchasing or hiring mobile non-road diesel plant and equipment that complies with highest practicable EU or US EPA emissions standards (for plant over 19kW);
- b) ensuring engines are correctly repaired and regularly serviced to ensure efficiency and to prevent/minimise spills and leaks;
- c) restricting unnecessary idling time of vehicles, plant and equipment;
- d) improving engines' emission performance by fitting anti-pollution control devices;
- e) ensuring fuel conforms with relevant quality standards; and
- f) avoiding onsite use of diesel or petrol powered generators by substituting for/or combination of mains, renewables or battery powered options.

The Contractor shall record all actions implemented in response to this Clause in the Sustainability Plan, including details of emissions standards of all mobile non-road diesel plant and equipment >19kW used by the Contractor.

6. SOCIALLY SUSTAINABLE PROCUREMENT

The Contractor shall:

- a) provide evidence of a formal commitment to address sustainability risks and opportunities in the supply chain;
- b) review Contract supply chains to identify material social sustainability risks and opportunities; and
- c) implement procurement actions to mitigate material social sustainability risks and realise social sustainability opportunities.

Guidance and examples are provided in DPTI Sustainability Manual part 9.

Progress and outcomes shall be recorded in the Sustainability Progress Reports.

7. MINIMUM SUSTAINABILITY REQUIREMENTS

The Principal has nominated the following Minimum Sustainability Requirements for Road Maintenance Contracts:

- a) a reduction in greenhouse gas emissions associated with the Maintenance Works over the term of the Contract, relative to initial estimate; and
- b) 90% diversion of construction & demolition waste from landfill.

The Contractor may choose to nominate higher or additional Sustainability Minimum Requirements in the Sustainability Returnable Schedule.

The Contractor shall achieve the above Sustainability Minimum Requirements, unless the Principal has accepted alternative Minimum Requirements nominated by the Contractor in the Sustainability Returnable Schedule.

8. ESTIMATION OF IMPACTS

The Contractor shall estimate greenhouse gas emissions associated with Works (for the duration of the Contract).

Estimates must be expressed in tCO₂-e and shall cover Scope 1, Scope 2 and the following Scope 3 emissions as a minimum:

- a) embodied emissions of purchased materials (e.g. quarry products, concrete, asphalt, steel);
- b) the extraction, production and transportation of purchased fuels;
- c) the transportation of purchased materials and waste; and
- d) disposal of waste.

The approach to estimating emissions must be consistent with the current version of the Infrastructure Sustainability Council of Australia (ISCA) Energy and Carbon Guideline¹, with the exception that embodied emissions are to be included in the greenhouse gas emissions estimate.

¹ The IS Energy and Carbon Guideline is based on the National Carbon Offset Standard (NCOS), but has been adapted to suit infrastructure projects and assets. It contains general principles and guidance, as well as specific documentation requirements for IS rating submissions. Where a project is not undergoing an IS Rating, it is not expected that estimates comply with all the specific documentation requirements for assessors. Rather, the approach to estimating emissions should be consistent with the carbon accounting principles and methods described in the Energy and Carbon Guideline.

9. **IDENTIFICATION OF SUSTAINABILITY INITIATIVES**

The Contractor must undertake at least one workshop to identify sustainability initiatives to be further developed and implemented for the Contract. The workshop must:

- a) be held during the Verification Period of the Contract; and
- b) involve all relevant Contractor and Principal's Staff and other relevant stakeholders.

The Contractor shall document initiatives including but not limited to reducing greenhouse gas emissions, waste disposed to landfill and materials' lifecycle impacts in the Sustainability Plan and Sustainability Progress Reports. The following information must be recorded for each initiative identified:

- a) estimated reduction (absolute and as a percentage of total estimate);
- b) estimated implementation cost;
- c) payback period;
- d) any anticipated time or resource impacts on the Works;
- e) any complicating factors or issues that would need to be considered and resolved to successfully implement the identified opportunities; and
- f) details of how the estimated reductions and associated cost savings have been calculated, including estimated accuracy and any assumptions upon which they are based.

10. **IMPLEMENTATION OF SUSTAINABILITY INITIATIVES**

The Contractor must implement any sustainability initiatives that have been nominated by the Contractor in the Sustainability Returnable Schedule and accepted by the Principal. No additional payment will be made for implementation of these sustainability initiatives.

Sustainability initiatives identified by the Contractor in accordance with M9 Clause 9 must be submitted as soon as practical for consideration. If instructed by the Superintendent, the Contractor shall implement any such sustainability initiatives. Works carried out under this Clause may constitute a Variation to the Contract.

11. **PERFORMANCE MEASUREMENT**

For each sustainability initiative implemented, the Contractor must keep a record of implementation costs and outcomes (in terms of actual reductions/improvements achieved). This must be presented in the Sustainability Progress Report.

12. **HOLD POINTS**

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

CLAUSE REF.	HOLD POINT	RESPONSE TIME
3	Provision of Sustainability Plan	14 days