

NSW Trains

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ENVIRONMENTAL MANAGEMENT SPECIFICATION FOR PLANT HIRE CONTRACTS

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ENVIRONMENTAL MANAGEMENT SPECIFICATION FOR PLANT HIRE CONTRACTS

1 GENERAL

1.1 Application

This Environmental Management Specification applies to all plant hire contracts. Its main purpose is to ensure that such work or services are carried out with due regard to environmental protection in accordance with legislative and NSW Trains requirements.

This Specification is to be read in conjunction with NSW Trains document “*Environmental Management Specification for Contractors*”

1.2 Definitions

In this Environmental Management Specification:

Pollution means:

- (a) water pollution, or
- (b) air pollution, or
- (c) noise pollution, or
- (d) land pollution.

Pollution incident means an incident or set of circumstances during or as a consequence of which there is or is likely to be a leak, spill or other escape or deposit of a substance, as a result of which pollution has occurred, is occurring or is likely to occur. It includes an incident or set of circumstances in which a substance has been placed or disposed of on premises, but it does not include an incident or set of circumstances involving only the emission of any noise.

NSW Trains Premises includes:

- (a) any building or structure owned or controlled by NSW Trains, or
- (b) land or a place (whether enclosed or built on or not) owned or controlled by NSW Trains including the NSW Trains Rail Network and Rail Corridor, or
- (c) mobile plant or vehicles owned or controlled by NSW Trains including Contractor’s plant and/or equipment.

Waste includes:

- (a) any substance (whether solid, liquid or gaseous) that is discharged, emitted or deposited in the environment in such volume, constituency or manner as to cause an alteration in the environment, or
- (b) any discarded, rejected, unwanted, surplus or abandoned substance, or
- (c) any otherwise discarded, rejected, unwanted, surplus or abandoned substance intended for sale or for recycling, processing, recovery or purification by a separate operation from that which produced the substance, or
- (d) any processed, recycled, re-used or recovered substance produced wholly or partly from waste that is applied to land, or used as fuel, but only in the circumstances prescribed by the regulations, or
- (e) any substance prescribed by the regulations to be waste.

A substance is not precluded from being waste merely because it is or may be processed, recycled, re-used or recovered.

Waste facility means any premises used for the storage, treatment, processing, sorting or disposal of waste (except as provided by the regulations).

1.3 Legal compliance

In addition to Section 1.3 of the *Environmental Management Specification for Contractors* the Contractors' legal environmental duties most relevant to the provision of Hired Plant and/or Equipment are contained in the following legislation and associated regulations:

- (a) Protection of the Environment Operations Act 1997,
- (b) Protection of the Environment Operations (Waste) Regulation 2005;
- (c) Protection of the Environment Operations (Noise Control) Regulation 2008;
- (d) Protection of the Environment Operations (Clean Air) Regulation 2010;
- (e) Road and Rail Transport (Dangerous Goods) Act 1997;
- (f) Rural Fires Act 1997; and
- (g) Threatened Species Conservation Act 1995.

NSW Trains operations are also governed by several Environment Protection Licences:

- EPL 12208 – [Railway System Activities](#) ,
- EPL 79 – [Bombo Quarry](#)
- EPL 7515 – [Chullora Ballast Recycling Facility](#)

1.4 NSW Trains Environmental and Sustainability Policy

As a Contractor to RailCorp, the Contractor shall be bound by the requirements of the RailCorp *Environmental and Sustainability Policy*.

2 Site Environmental Management Plans

The Contractor shall conduct all their operations on NSW Trains premises in accordance with the approved NSW Trains site, construction, project or works environmental management plan.

The Contractor has the right to information about the work to be carried out, work procedures and environmental management systems on the NSW Trains site.

The NSW Trains Supervisor will provide this information on request.

It shall be the responsibility of the Contractor to ensure that all their employees have been made aware of the requirements for the work to be carried out, work procedures and environmental management systems on the NSW Trains site.

3 Contractor Environmental Roles and Responsibilities

The Contractor must ensure that their plant and/or equipment do not pose any risk to the environment during the maintenance and operation on NSW Trains premises.

Environmental requirements include, but are not limited to, the following:

3.1 Identification of Potential Environmental Risks

Refer to Section 2.1 and 2.2 of *Environmental Management Specification for Contractors* for details.

3.2 Maintenance and Operation of Plant and Equipment

3.2.1 Maintenance

The Contractor's (and any sub-contractor's) fleet of diesel vehicles must be maintained and operated in a competent manner. All plant and equipment must be maintained in accordance with the manufacturer's written instructions.

The Contractor shall make available on request of the NSW Trains site supervisor, copies of all plant and/or equipment maintenance records for each piece of plant and/or equipment, including pre-start inspections and service, maintenance and repair records.

3.2.2 Operation

In addition to Section 2 of *Environmental Management Specification for Contractors*, the following applies:

- Where the plant and/or equipment are supplied with an Operator, the Contractor shall provide the Operator with the necessary training/instruction to ensure environmental protection whilst operating the plant and/or equipment, including induction in the environmental requirements for the works under the environmental management plan.
- The Contractor shall keep records of all training provided to the Operator and supply copies of such records to NSW Trains on request.

3.3 Spill Prevention and Management

(See also Incident Environmental Management)

All equipment used on-site by the Contractor during the operation and maintenance of their plant and equipment shall be managed in a manner to ensure that no pollutants enter any water drainage system or pollute any ground.

All the Contractor's plant and equipment shall be fitted with spill kits suitable to contain and clean up a spill equal to the largest hydrocarbon or chemical storage tank associated with the plant, equipment and/or mobile service facility.

Where a spill occurs due to the failure of the Contractor's plant and/or equipment, the Contractor is responsible for prompt control and clean up of the spill.

When a spill occurs, the Contractor shall:

- Take immediate action to contain the leakage or spillage and minimise environmental damage and clean the area affected by the discharge of any substance (unless otherwise directed by the Principal's Representative or any relevant Authority);
- Comply with any direction in relation to environmental protection that may be given by any relevant Authority or NSW Trains;
- Pay all costs associated with the clean up, including payment of fines and labour costs; and
- Indemnify NSW Trains for any costs incurred by NSW Trains to ensure compliance with this clause 8 and for any loss suffered in connection with any leakage or spillage or any costs or losses suffered by reason of the Supplier's failure to safely use or dispose of any substances.

The Contractor must not dispose of or cleanup solvents by evaporation.

3.4 Fuel, Lubricant and Chemical Storage

All areas used to store potential pollutants such as fuels, oils and chemicals must comply with the requirements of the Work Health and Safety Act 2011, WorkCover requirements and the NSW Department of Environment, Climate Change and Water requirements for bunding and spill management as set out the DECCW Document " [Storing and Handling Liquids: Environmental Protection - Participants Manual](#)"

3.5 Waste Management

The Contractor shall be responsible for the storage, handling, transport and disposal of all wastes generated by the maintenance and operation of the Contractor's plant and equipment.

The Contractor is not responsible for the waste generated as part of the works being performed for NSW Trains except where the scope of works for the Contractor involves the collection, transportation and disposal of a waste material.

Where the Contractor collects, transports and disposes of waste on behalf of NSW Trains, the Contractor shall be responsible for the provision of all documentation required under the Protection of the Environment Operations (POEO) Act and the POEO (Waste) Regulation. These documents and summaries are to be provided to the relevant site liaison manager.

Examples of documentation that the Contractor may be responsible for providing includes (but need not be limited to):

- Written statement identifying where the waste was transported and for what purpose (ie storage, processing, resource recovery, reuse and/or disposal).
- Records or information pertaining to the assessment and classification of the waste in accordance with the DECCW Waste Classification Guidelines, including site assessments, sampling methodologies and laboratory analysis for potentially harmful materials;
- Written procedures and plans for managing the waste, including handling and storage procedures, and incident response plans;
- Detail as to who transported the waste (company name, ABN, vehicle registration and driver details, date and time of transport, description of waste); and
- Copies of waste dockets/receipts for the waste facility (showing date and time of delivery, name and address of the facility, it's ABN, contact person).

All wastes whether generated by the Contractor or NSW Trains are to be disposed of to a waste facility that can lawfully receive that type of waste. No wastes are to be disposed of on site.

Disposal and management of any Hydro-vac Slurry is to be undertaken as per the requirements set out in the Hydro-vac Slurry Management Work Instruction. [Slurry Management Work Instruction](#) (or contact the Contract Manager for copy)

3.6 Water Management

In order to prevent water pollution the Contractor is responsible for the proper management of any materials and wastes generated or stored on NSW Trains premises, that are directly associated with the operation and maintenance of their plant and/or equipment.

The Contractor shall not discharge, without lawful authority, any substance that could be harmful to the environment and shall prevent the unlawful discharge, leakage or spillage of substances.

Under no circumstances shall the Contractor permit any material, used or generated as part of the supply and operation of their plant and/or equipment, to enter any stormwater drain or sewage system.

Where water is required for the undertaking of the operations under the scope of works for a project, such as dust suppression, all water shall be drawn from sources approved by the local water authority.

3.7 Air Quality Management

3.7.1 Emission Management System for Diesel Vehicles

The Contractor's (and any sub-contractor's) fleet of diesel vehicles must be managed by an emission management system that complies with the "Clean Fleet™ Program for Diesel Vehicle Maintenance" for all vehicles that are diesel vehicles.

Where the Contractor does not have such a system in place, within six (6) months of the Services Commencement Date, the Contractor must become a member of the Clean Fleet™ Program and pay any associated costs including periodic audits.

3.7.2 Dust Control

The Contractor shall ensure that where dust control equipment is fitted to their plant/or equipment, that the dust control equipment is maintained and operated in accordance with the manufacturer's written requirements.

3.8 Noise

As a general rule, noise must be controlled to meet the noise ratings of plant and equipment, and if there is no rating it should be controlled to a normal level for that type of equipment. This general rule only applies to plant that may make enough noise to be considered annoying.

In addition, the Contractor shall ensure that:

- Noise suppression devices are fitted to all plant and/or equipment in accordance with the manufacturer's written specifications;
- Periodic visual checks of exhaust systems and emissions are undertaken and repairs promptly completed when necessary;
- Horns are not be used unless it is necessary to warn personnel of the vehicle's approach;
- Plant and/or equipment is not started or driven in a way that makes unnecessary noise or smoke, e.g. unnecessarily revving a vehicle when it is stationary or repeatedly opening and closing the throttle when the vehicle is in motion;
- That the engine of a stationary vehicle is turned off to prevent noise, other than for stoppages in traffic or examinations due to engine malfunction;
- That personnel do not make unnecessary noise, particularly when arriving at and departing premises; and
- The EPA's Interim Construction Noise Guidelines are followed.

3.9 Land Management

3.9.1 Pest and Weed control

The Contractor shall ensure that all plant and/or equipment that are delivered to site is in a clean condition and should not be delivered with contaminated materials including but not limited to weeds or contaminated soil.

Plant and /or equipment that are delivered to site that are not considered free of contaminated soil or weeds will be rejected from working on the site and must be removed and cleaned at the Contractors expense prior to returning to any NSW Trains site.

3.9.2 Vegetation Protection

While working on NSW Trains premises, the Contractor shall ensure that all plant and/or equipment under their control does not disturb existing vegetation unless the disturbance is part of the documented, approved scope of works for the works being undertaken.

No delivery or service vehicles, plant or equipment is to be parked or turned on vegetated areas or adjacent to locations that are sign posted as environmentally sensitive sites.

3.9.3 Fire Prevention

The Contractor shall at all times comply with the requirements of the Rural Fires Act 1997, and be guided by the NSW Rural Fire Service publication "[Equipment and Machinery use in Bush Fire Prone Areas](#)".

3.9.4 Erosion and Sediment Control

Where erosion and sediment control structures are present on the work site, the Contractor shall ensure that all care is taken during the carrying out of their works and services, that the control structures are protected and that any damage is reported to the site supervisor for immediate repair.

3.10 Incident environmental management

In addition to Section 4 of *Environmental Management Specification for Contractor*, the following applies:

- The Contractor shall immediately report all incidents that have the potential to impact on the environment to the site supervisor.
- The Contractor shall provide all reasonable assistance to NSW Trains to minimise the impact on the environment of the incident and to assist in any subsequent investigation and report that may occur.