

Sydney Trains

**Environmental and Sustainability
Management Specification for Plant Hire
Contracts**

Document History

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Number			
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1 General

1.1 Application

This Environmental and Sustainability 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 Sydney Trains requirements.

Where a plant hire contract includes the provision of an operator, then “*Environmental and Sustainability Management Specification for Contractors*” also applies.

1.2 Legal compliance

The Contractor must comply with, all relevant and applicable laws, codes, standards, guidelines, rules, policies and procedures relating to environmental protection, sustainability and any approval, permit, or licensing conditions.

A non-exhaustive list of contacts and legislation, codes, standards, guidelines, rules, policies and procedures relating to the management of environmental protection and sustainability is contained at Appendix A.

In the event of any inconsistency between the provisions or requirements of any relevant codes, standards, guidelines, rules, policies and procedures relating to the management of environmental protection, the Contractor must comply with the provision or requirement that produces the higher level of environmental protection.

In the completion of their responsibilities the Contractor is particularly reminded of:

- Approval and compliance requirements under the following Acts:
 - Environment Planning and Assessment Act 1979
 - Heritage Act 1977
 - National Parks and Wildlife Act 1974
 - Biosecurity Act 2015
 - Pesticides Act 1999
 - The Protection of the Environment Operations Act 1997, particularly in regards to air, land, noise and water pollution
 - Rural Fires Act 1997
 - Biodiversity Conservation Act 2016
 - Dangerous Goods (Roads and Rail Transport) Act 2008

Sydney Trains operations are also governed by three Environment Protection Licences (EPLs):

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

1.3 Sydney Trains Environment and Sustainability Policy

The Contractor shall comply with Sydney Trains’ Environment and Sustainability Policy and shall make known to all relevant personnel the policy and their requirements. Sydney Trains shall provide the Contractor with the most up-to-date version, as necessary.

1.4 Site specific environmental requirements

It is the responsibility of the Contractor to complete a site-specific induction (if appropriate) and that they continually conform to Sydney Trains' site specific environmental management requirements, such as site Environmental Management Plans. Contractors must also follow site specific environmental incident reporting requirements (in general, any significant environmental related concern must be brought to the immediate attention of the responsible Sydney Trains manager/supervisor and/or environmental professional).

2 Site Environmental Management Plans

The Contractor shall conduct all work on behalf of Sydney Trains and/or work conducted on Sydney Trains premises in accordance with the approved Sydney Trains site, construction, project or works environmental management plans.

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

The Sydney Trains Representative 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 Sydney 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 Sydney Trains premises.

Environmental requirements include, but are not limited to, the following sections.

3.1 Maintenance and Operation of Plant and Equipment

3.1.1 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 Sydney Trains site supervisor, copies of all plant and/or equipment maintenance records and data for each piece of plant and/or equipment, including pre-start inspections and service, maintenance and repair records.

3.1.2 Operation

Where the Contractor is required to operate any plant and/or equipment on Sydney Trains premises, including maintenance and delivery, the following applies:

- 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 Sydney Trains on request.

3.2 Spill Prevention and Management

(See also Incident Environmental Management)

All equipment used on-site by the Contractor during the delivery 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.

When a spill occurs during the delivery or maintenance of their plant and/or equipment, 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 Sydney Trains;
- Pay all costs associated with the clean-up, including payment of fines and labour costs; and

- Indemnify Sydney Trains for any costs incurred by Sydney Trains to ensure compliance with this clause 3.3 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 clean-up solvents by evaporation.

3.3 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 EPA Participants' Manual for Storing and Handling Liquids](#).

3.4 Waste Management

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

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

All wastes whether generated by the Contractor 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.

3.5 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 Sydney Trains premises, that are directly associated with the delivery 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.

There is a preference for washout/washdown of all plant occurring at the Contractor's depot or equivalent. Where washout/washdown is required on site, then the Contractor must implement appropriate controls to prevent the unlawful discharge, leakage or spillage of substances in agreement with Sydney Trains.

Under no circumstances shall the Contractor permit any material, used or generated as part of the supply and delivery 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 and take account of any water restrictions in place at the time.

3.6 Air Quality Management

3.6.1 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.

3.6.2 Greenhouse gas emissions

To minimise greenhouse gas emissions from the operation of plant and equipment, the contractor must:

- acknowledge and understand the TfNSW net zero targets as outlined in the Net Zero and Climate Change Policy and align to all applicable requirements

- identify opportunities for the provision of low or no tailpipe greenhouse gas emissions plant or equipment, where available
- not leave vehicles, plant and equipment idling when not in use and be fitted with catalytic converters/diesel particulate filters or equivalent devices

3.6.3 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 in accordance with the manufacturer's written requirements.

3.7 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 must 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.

Where requested by Sydney Trains, the Contractor must provide:

- Measured sound power (SWL) or pressure (SPL) levels. Required details include distance between the measurement point and the source, measured operational settings and environment (eg free field), and data analysis methodology. A technical report by a qualified acoustic consultant is preferred; and
- Quality assurance relating to maintenance of plant and equipment, such as regular inspections of features affecting noise (eg mufflers), and periodic or spot-check noise level measurements.

In addition, the Contractor must:

- Fit noise suppression devices to all plant and/or equipment in accordance with the manufacturer's written specifications;
- Undertake periodic visual checks of exhaust systems and emissions, and when necessary, undertake repairs promptly;
- During the delivery of plant/or equipment:
- Not use horns unless it is necessary to warn personnel of the vehicle's approach;
- Not drive or start plant and/or equipment 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;
- Turn off the engine of a stationary vehicle to prevent noise, other than for stoppages in traffic or examinations due to engine malfunction;
- Not make unnecessary noise, particularly when arriving at and departing premises;
- Only provide plant and/or equipment with lower noise impact broadband alarms (quackers/squawkers), rather than traditional tonal reversing beepers, where the plant and/or equipment have reversing warning systems; and
- Follow the EPA's Interim Construction Noise Guidelines.

3.8 Land Management

3.8.1 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 are not be delivered with contaminated materials including but not limited to weeds/pests, contaminated soil or diseases.

Plant and/or equipment must also be maintained in a way, not to transfer weeds/pests, contaminated soils or diseases between Sydney Trains sites.

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 Sydney Trains site.

3.8.2 Vegetation Protection

The Contractor must 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 are to be parked or maneuvered on vegetated areas or adjacent to locations that are sign posted as environmentally sensitive sites. Where possible, Plant/equipment must not be parked within Tree Protection Zones or under the dripline, unless it is on a hard stand area.

3.8.3 Heritage Protection

Delivery or service vehicles, plant or equipment are to be parked, delivered and/or operated in a way not to unlawfully impact any Aboriginal or non-Aboriginal heritage.

3.8.4 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 recommendations.

3.8.5 Erosion and Sediment Control

Where erosion and sediment control structures are present on the work site, the Contractor must exercise care to not damage any control structures on site and any damage must be reported to the site supervisor for immediate repair.

3.9 Incident environmental management

The Contractor must:

- immediately notify Sydney Trains Representative of the occurrence of any environmental incident associated with the delivery of this contract. Where the Sydney Trains Representative is not immediately contactable, contact the incident hotline on 1800 772 779;
- no later than 24 hours after the occurrence of an environmental incident, prepare and submit to Sydney Trains a written report setting out details of the nature, cause and effect of the incident or occurrence, and any other details that Sydney Trains may request; and
- if required to give notice of any occurrence to the EPA or any other authority, give to Sydney Trains a copy of that notice at the same time; and
- promptly give to Sydney Trains a copy of any correspondence (including notices and penalties) received from the EPA/other authority in regards to the incident

If an environmental incident occurs, Sydney Trains may decide to initiate a formal investigation. The Contractor may be required to carry out the investigation and in all cases, shall co-operate fully in the investigation process.

4 Definitions and Acronyms

Contractor means a person, corporation or other legal entity that carries out work for or provides services to Sydney Trains.

Employee means a person employed or engaged by the Contractor to carry out the Work and shall include a subcontractor and a person employed or engaged by a subcontractor.

Environmental Management Plan means a site or project specific plan developed to ensure that environmental requirements are complied with and that all environmental risks are identified and properly managed.

Environmentally Sensitive means an environmental system, region or receptor that is of recognised environmental or natural significance and is potentially vulnerable to impacts from the activity being undertaken.

EPA means the NSW Environmental Protection Authority.

Environmental incident is an occurrence or set of circumstances, as a consequence of which a breach of environmental legislation or statutory instrument has occurred or is occurring. For clarity, environmental incident includes a pollution incident.

Note:

- Statutory instruments include approvals, licences, codes or standards, notices, orders and other instruments of a legislative character made or in-force under an environmental Act or Regulation.
- Breaches of legislation and statutory instruments include, but are not limited to, instances of pollution (air, water, noise, or land), unauthorised harm to flora and fauna (either individual species or communities), works undertaken in contravention or without environmental planning or heritage approval, damage to heritage items and improper material storage and/or waste disposal.

Plant includes any machinery, equipment or appliance necessary or used to carry out the Work.

Pollution incident means a leak, spill or other circumstances as a result of which water, air or land pollution has occurred, is occurring or is likely to occur. It includes but is not limited to spills, leaks and releases of:

- Fuels, gases, chemicals, sewage, hazardous substances and dangerous goods
- Dirty stormwater/runoff, visible dust, smoke and fumes
- Non-hazardous materials e.g. wheat, sugar

Does not include emissions of noise only

Note: Pollution incidents are a subset of environmental incidents

Sydney Trains means Sydney Trains as a public subsidiary corporation which exercises certain functions of RailCorp which is constituted under *Transport Administration Act 1988* (ABN 38 284 779 682).

Sydney Trains Premises includes:

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

Sydney Trains Representative means the Sydney Trains representative nominated in the Contract or such other person that Sydney Trains may nominate from time to time.

Site means the lands and other places to be made available by Sydney Trains to the Contractor for the purpose of carrying out the Work.

Waste is as defined under the *Protection of the Environment Operations Act 1999*.

Waste facility is as defined under the Protection of the Environment Operations Act 1997.

Work means the work under the Contract and includes any demolition, building, landscaping, maintenance and engineering activities under the Contract.

Appendix A Relevant legislation and other publications

Table 1.1: Relevant legislation and other publications

Organisation or agency	Key relevant legislation/publication
<p>The New South Wales Parliamentary Counsel's Office 60 Elizabeth Street Sydney NSW 2000 Telephone: 61 02 9321 3333 www.legislation.nsw.gov.au</p>	<p>Biodiversity Conservation Act 2016 Biosecurity Act 2015 Contaminated Land Management Act 1997 Environmental Planning and Assessment Act 1979 Environmentally Hazardous Chemicals Act 1985 Fisheries Management Act 1994 Heritage Act 1977 National Parks and Wildlife Act 1974 Work Health & Safety Act 2011 Pesticides Act 1999 Protection of the Environment Operations Act 1997 Dangerous Good (Road and Rail Transport) Act 2008 Waste Avoidance and Resource Recovery Act 2001 The regulations associated with the above Acts are also applicable.</p>
<p>Sydney Trains 477 Pitt Street NSW 2000 Phone: 02 8202 2000 https://www.transport.nsw.gov.au/sydneytrains</p>	<p>Code of Conduct Sydney Trains Environment and Sustainability Policy TfNSW Net Zero and Climate Change Policy</p>
<p>Standards Australia Level 10, The Exchange Centre 20 Bridge Street Sydney Phone: 1300 035 822 www.standards.org.au</p>	<p>AS/NZS ISO 14001: Environmental Management Systems – Requirements with guidance for use HB:203: Environmental Risk Management: Principles and process AS/NZS ISO 31000: Risk Management – Principles and guidelines</p>
<p>Department of Finance, Services and Innovation McKell Building 2-24 Rawson Place Sydney NSW 2000</p>	<p>Environmental Management Systems Guidelines</p>

Phone: 02 9372 8877 www.commerce.nsw.gov.au	
Environment, Science and Energy 59-61 Goulburn Street Sydney Phone: 02 9995 5000 www.environment.nsw.gov.au	<u>NSW Government Resource Efficiency Policy</u> <u>Environment Protection Licence 12208</u> <u>Other Sydney Trains Environment Protection Licences: 7515 and 79</u>
Safe Work Australia Department of Employment and Workplace Relations Phillip Law Street Canberra ACT 2601 Phone: 1300 551 832 www.safeworkaustralia.gov.au/	<u>Chemicals Information System</u>