

The new Perth Stadium Project

PROJECT NO: SP0793712

Schedule 13 – Services Specifications

State Solicitor's Office Level 16, 141 St Georges Terrace PERTH WA 6000 SSO 1547/12

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Part A - Definitions and overview

1 DEFINITIONS

Unless the context otherwise indicates, whenever used in these Services Specifications, each word or phrase in these Services Specifications has the meaning given to it in Annexure E (Glossary) to these Services Specifications.

2 STRUCTURE

- (a) These Services Specifications comprise the following parts:
 - this Part A Definitions and overview: which provides an introduction to, and overview of, these Services Specifications and their relationship with Schedule 14 (Payment Schedule) to this Agreement;
 - Part B Estate Services: which sets out each of the Services to be performed and the requirements which must be complied with in providing Estate Services at the Stadium and Sports Precinct and for Off-Site Infrastructure;
 - Part C Facilities Management Services: which sets out each of the Services to be performed and the requirements which must be complied with in providing Facilities Management Services at the Stadium and Sports Precinct and for Off-Site Infrastructure;
 - (iv) Part D Management and Integration Services: which sets out general requirements which apply to all Services;
 - (v) Part E Performance Monitoring: which sets out Project Co's obligations in respect of Performance Monitoring; and
 - (vi) Part F Operating Phase Plans: which sets out Project Co's obligations for the submission of plans, reports and manuals during the Operating Phase.
- (b) Each Specific Services Specification in Part B and Part C of these Services Specifications are set out as follows:
 - (i) an overview of the Service to be delivered;
 - (ii) the key objectives which must be met in delivering the Service;
 - (iii) the scope of Service; and
 - (iv) the Service Standards which must be met and the obligations which must be complied with in performing the relevant Service.

3 RELATIONSHIP BETWEEN THE SERVICES SPECIFICATIONS AND PAYMENT SCHEDULE

- (a) Project Co's performance under this Agreement (including under these Services Specifications) will be measured against the requirements set out in Schedule 14 (Payment Schedule) of this Agreement for the purpose of calculating Abatements in accordance with Schedule 14 (Payment Schedule) of this Agreement.
- (b) Schedule 14 (Payment Schedule) of this Agreement lists those of Project Co's obligations under this Agreement (including under these Services Specifications) against which Project Co's performance will be measured. Schedule 14 (Payment Schedule) of this Agreement does not in any way limit Project Co's obligations to perform the Services in accordance with this Agreement.
- (c) The performance measures set out in the Incident Performance Measures Table in Annexure E of Schedule 14 (Payment Schedule) of this Agreement do not limit the obligation to provide the Services to meet the Service Standards set out in these Services Specifications.

4 RELATIONSHIP BETWEEN THE SERVICES SPECIFICATIONS AND THE DESIGN SPECIFICATIONS

In the event of any inconsistency, ambiguity or discrepancy between Schedule 12 (Design Specifications) and these Services Specifications, Schedule 12 (Design Specifications) applies, except to the extent that any part of these Services Specifications imposes a greater or higher requirement, standard, quality, level of service, quantum or scope than any part of Schedule 12 (Design Specifications), in which case, that greater or higher requirement, standard, quality, level of service, prevails.

Part B - Estate Services

1 OVERVIEW

The Estate Services comprise:

- (a) Scheduled Maintenance;
- (b) Unscheduled Maintenance;
- (c) Lifecycle Services;

each in respect of the:

- (i) Stadium;
- (ii) Sports Precinct;
- (iii) Off-Site Infrastructure;
- (iv) Security Systems;
- (v) ICT Systems;
- (vi) AV Systems; and
- (vii) Building Management IT Hardware and Software, including the Asset Management System; and
- (d) Key and Lock Management.

2 KEY OBJECTIVES

The key objectives for the Estate Services are:

- (a) to ensure the integrity and functionality of the Stadium, Sports Precinct and Off-Site Infrastructure;
- (b) to maintain public safety;
- to facilitate the carrying out of the Stadium Activities and ensure the Stadium, Sports Precinct and Off-Site Infrastructure are Available for Stadium Activities;
- (d) to minimise damage to the Stadium, Sports Precinct and Off-Site Infrastructure by Stadium Users and others;
- (e) to maintain a safe and secure environment for the Stadium, Sports Precinct and Off-Site Infrastructure by using safe working practices; and
- (f) to deliver on the ESD Requirements (as that term is defined in Schedule 12 (Design Specifications) of this Agreement).

3 SCOPE

3.1 General

- (a) Project Co must provide the Estate Services:
 - (i) to meet the key objectives in Section 2;
 - (ii) to meet the Service Standards set out in Section 4;
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications; and
 - (iv) otherwise in accordance with this Agreement.
- (b) Project Co must provide the Estate Services 24 hours per day throughout the Operating Year.
- (c) Project Co must:
 - (i) (Scheduled Maintenance): perform Scheduled Maintenance in respect of the Stadium, Sports Precinct and Off-Site Infrastructure, which maintenance must be identified and performed in accordance with the Monthly Services Plan, except as provided in Section 3.1(d);

- (ii) (Unscheduled Maintenance): perform Unscheduled Maintenance in respect of the Stadium, Sports Precinct and Off-Site Infrastructure as may be required from time to time, including when an item does not operate as intended or may put at risk the safety of Stadium Users;
- (iii) (Lifecycle Services): perform Lifecycle Services in respect of the Stadium, Sports Precinct and Off-Site Infrastructure, which services must be identified and performed in accordance with the Monthly Services Plan and as otherwise required to meet the FFP Warranty.
- (d) If Project Co intends to perform any Scheduled Maintenance other than in accordance with the current Monthly Services Plan, it must:
 - notify the State and the Stadium Operator of that intention at least 48 hours prior to the earlier of the intended time for the Scheduled Maintenance or the time for the Scheduled Maintenance according to the Monthly Services Plan; and
 - (ii) not perform Scheduled Maintenance other than in accordance with the then current Monthly Services Plan, except with the written consent of the State and the Stadium Operator, which consent must not be unreasonably withheld. If the variation has the potential to interfere with the carrying out of the Stadium Activities then the consent of the State and the Stadium Operator may be provided at their absolute discretion.
- (e) Unless otherwise expressly stated in these Services Specifications, the Estate Services exclude any Scheduled Maintenance, Unscheduled Maintenance and Lifecycle Services in respect of:
 - (i) Group 2 FF&E;
 - (ii) Group 3 FF&E; and
 - (iii) Group 4 FF&E,

which together comprise the Excluded Assets.

3.2 Stadium

Project Co must perform Scheduled Maintenance, Unscheduled Maintenance and Lifecycle Services in respect of the Stadium (other than the Excluded Assets).

3.3 Sports Precinct

Project Co must perform Scheduled Maintenance, Unscheduled Maintenance and Lifecycle Services in respect of the Sports Precinct (other than the Excluded Assets).

3.4 Off-Site Infrastructure

Project Co must perform Scheduled Maintenance, Unscheduled Maintenance and Lifecycle Services in respect of Off-Site Infrastructure (other than for the Excluded Assets and other than Structural Maintenance of the Pedestrian Underpass Structural Members).

3.5 Security Systems

Project Co must perform Scheduled Maintenance, Unscheduled Maintenance and Lifecycle Services in respect of the Security Systems.

3.6 ICT Systems Maintenance Services

Project Co must perform Scheduled Maintenance, Unscheduled Maintenance and Lifecycle Services in respect of the ICT Systems.

3.7 AV Systems Maintenance Services

Project Co must perform Scheduled Maintenance, Unscheduled Maintenance and Lifecycle Services in respect of the AV Systems.

3.8 Building Management IT Hardware and Software

(a) Project Co must perform Scheduled Maintenance, Unscheduled Maintenance and Lifecycle Services in respect of the Building Management IT Hardware and Software, including the Asset Management System.

- (b) The Building Management IT Hardware and Software must be interoperable with the BMS so that information within the BMS can trigger the issuing of work orders in relation to the Services.
- (c) Project Co must provide the State Representative and Stadium Operator with live read-only access to the Asset Management System.
- (d) The Asset Management System must:
 - (i) record all information associated with the Estate Services, including the work undertaken, date of work, commissioning and test results, comments and any other relevant maintenance works information;
 - (ii) forecast the replacement of assets and enable whole-of-life asset planning; and
 - (iii) generate automatic back-up to an off-site location of all data on the Asset Management System to preserve data in the event of system failure.
- (e) The Asset Management System must incorporate the Asset Register and must be in the form of an electronic database.
- (f) Project Co must ensure the Asset Register contains the following information with respect to all Group 1 FF&E and Group 2 FF&E:
 - (i) the date of purchase, the actual purchase price and those things included in the purchase price;
 - (ii) the warranty terms and expiration date;
 - (iii) whether the item is loose or fixed Project Co FF&E;
 - (iv) for fixed Project Co FF&E:
 - (A) the current location within the Stadium, Sports Precinct and Pedestrian Underpass as applicable; and
 - (B) details, including date and time, of any relocation within the Stadium, Sports Precinct and the Pedestrian Underpass as applicable;
 - (v) for loose Project Co FF&E:
 - the initially located (or installed) location within the Stadium, Sports Precinct and the Pedestrian Underpass as applicable;
 - (B) if notified by the Stadium Operator, details, including date and time, of any relocation within the Stadium, Sports Precinct and the Pedestrian Underpass as applicable; and
 - (C) the current location within the Stadium, Sports Precinct and the Pedestrian Underpass as applicable;
 - (vi) details of the expected life of each item of Group 1 FF&E and Group 2 FF&E, including other relevant depreciation information; and
 - (vii) details regarding any disposal of relevant FF&E, including reference to any replacement FF&E.
- (g) The Asset Register must be reviewed and updated monthly by Project Co, to include:
 - (i) all Group 1 FF&E and Group 2 FF&E procured by Project Co during the Operating Phase; and
 - (ii) details of any Group 3 FF&E and Group 4 FF&E that, as notified by the State to Project Co, is to be included in the Asset Register.
- (h) To the extent that the State procures Project Co to include any Group 3 FF&E or Group 4 FF&E in the Asset Register, the State will provide the information required under Section 3.8(f) to Project Co and Project Co must update the Asset Register accordingly.
- (i) Project Co must provide an up to date Asset Register to the State Representative within 1 Business Day of a request by the State Representative, updated from the last monthly update to the date of the request.

- (j) Project Co must:
 - ensure that a unique barcode is firmly affixed to all Group 1 FF&E and Group 2 FF&E within 1 week of the FF&E arriving at the Stadium or Sports Precinct;
 - (ii) if requested by the State, firmly affix a unique barcode to all Group 3 FF&E and Group 4 FF&E within 1 week of the FF&E arriving at the Stadium or Sports Precinct;
 - (iii) use different coloured barcodes to allow visual differentiation between Group 1 FF&E, Group 2 FF&E, Group 3 FF&E and Group 4 FF&E; and
 - (iv) ensure each barcode is appropriately referenced against each asset within the Asset Register within 2 weeks of the barcode being attached to the FF&E.

3.9 Key and Lock Management

(i) [Not disclosed]

4 SERVICE STANDARDS FOR ESTATE SERVICES

4.1 General

- (a) (Estate Services Generally): Project Co must provide the Estate Services to ensure the Stadium, Sports Precinct and Off-Site Infrastructure comply with the Design Requirements and satisfy the FFP Warranty.
- (b) Project Co must perform the Estate Services in a manner that is consistent with Work Method Statements, Best Operating Practices and this Agreement.
- (c) Unless otherwise agreed with the Stadium Operator, when providing the Estate Services, Project Co must maintain safe, logical and clear pedestrian and vehicular circulation routes that are accessible to all Stadium Users and are unobstructed at all times.
- (d) Project Co must provide the Estate Services, to ensure that an Event is not cancelled or delayed as a result of a failure by Project Co to provide the Estate Services.
- (e) (Scheduled Maintenance and Lifecycle Services): Project Co must:
 - (i) carry out and complete all Scheduled Maintenance and Lifecycle Services in a manner, and at times, that avoids disruption to the Stadium Operator, Stadium Users and the carrying out of the Stadium Activities; and
 - (ii) vary the manner and timing of Scheduled Maintenance and Lifecycle Services as reasonably requested by the State or Stadium Operator to achieve the objective stated in Section 4.1(e)(i).
- (f) The Scheduled Maintenance and Lifecycle Services must be performed to:
 - (i) actively reduce the need for Unscheduled Maintenance;
 - (ii) optimise the performance and efficiency of the Stadium, Sports Precinct and Off-Site Infrastructure, including all Group 1 FF&E;
 - (iii) provide and maintain connections to Utilities;
 - (iv) ensure that Internal Building Fabric and the Façades and Roofs of the Stadium, Sports Precinct and Off-Site Infrastructure are properly and safely maintained and remain functional, safe, operationally sound and of good appearance;
 - (v) ensure that Engineering Services are properly and safely maintained and remain functional, safe, fully operational and are optimised to ensure operational efficiency and minimise energy and water consumption, in accordance with the Design Requirements;
 - (vi) ensure all Utilities' connections, related services lines and Engineering Services to and from engineering systems, equipment and plant and FF&E are maintained; and

- (vii) ensure all necessary testing and other procedures required to maintain Group 1 FF&E in a safe condition and reliable working order are conducted.
- (g) (Energy and water efficiency): Project Co must ensure that any Engineering Services, systems, equipment, plant and Group 1 FF&E that are replaced in performing the Estate Services, are replaced with services, systems, equipment, plant and FF&E that are of equivalent or better energy efficiency or water efficiency (as relevant) than the services, system, equipment, plant or FF&E being replaced.
- (h) (FF&E): without limiting the requirements set out in Schedule 12 (Design Specifications) to this Agreement, Project Co must ensure that during the Operating Phase, all new Project Co FF&E is commissioned in accordance with the manufacturer's instructions prior to being made available for use. Project Co must produce operating and maintenance manuals and as fitted drawings to the State Representative and Stadium Operator at the same time as commissioning any new Project Co FF&E.
- (i) (Activation of systems): at the request of the State or the Stadium Operator, Project Co must activate, or schedule to be activated, all relevant Engineering Services and other systems required to permit the access to and use of any Functional Unit, system or other area of the Stadium, Sports Precinct or Pedestrian Underpass, to ensure that the Functional Unit, system or other area complies with the Design Requirements and satisfies the FFP Warranty, at any time and for the periods, as requested by the State or the Stadium Operator (as applicable), subject to Scheduled Services.
- (j) (Telecommunications connections): Project Co must implement and maintain any telecommunication connections and services required by Project Co, in connection with the delivery of the Estate Services.
- (k) (Completion of works): Project Co must ensure that, following the performance of any:
 - (i) Scheduled Maintenance;
 - (ii) Unscheduled Maintenance; or
 - (iii) Lifecycle Services,

the relevant area of the Stadium, Sports Precinct or Off-Site Infrastructure (including any Functional Units) is left in a clean and tidy condition that enables the Stadium Operator to undertake the Stadium Activities effectively and efficiently (including ensuring that the relevant Functional Unit is Available) and to promptly perform any required commissioning following the relevant Estate Service and cleaning.

4.2 Stadium

- (Overriding Service Standards): without limiting Section 4.1 of this Part B, Project Co must ensure that all Stadium elements including Building Fabric, Engineering Services and Group 1 FF&E (other than Excluded Assets), are:
 - (i) functional, operational and satisfy the performance requirements as specified in the Design Requirements;
 - (ii) complete, installed and maintained in accordance with the manufacturer's specifications and applicable Laws and Quality Standards;
 - (iii) waterproof and weatherproof, where appropriate;
 - (iv) free of any visible (without the use of specialist equipment) effects of differential settlement or lateral movement (or both of them);
 - (v) free from vandalism and graffiti; and
 - (vi) free from damage.
- (b) (Architectural):
 - (i) (Façades and Roofs): without limiting Section 4.1 of this Part B, Project Co must ensure that:

- (A) all elements of the Façades and Roofs and associated finishes are:
 - (1) sound, secure, waterproof and weatherproof, where appropriate;
 - (2) free from spalling, cracks or deflection;
 - (3) free from damp and Pests; and
 - (4) free from debris and moss growth;
- (B) façades are cleaned no less than annually and as otherwise required to satisfy the requirements described in Section 4.2(a);
- (C) anchor points and safety systems for Façades and Roofs are inspected in accordance with all applicable Laws and Quality Standards; and
- (D) all flues are free to expand and free from blockages and excess soot.
- (ii) (Internal Building Fabric): without limiting Section 4.1(f)(iv) of Part B, Project Co must ensure that:
 - (A) all elements of the Internal Building Fabric and finishes are:
 - (1) sound, secure, waterproof and weatherproof, where appropriate;
 - (2) free from spalling, cracks or deflection;
 - (3) free from damp and Pests; and
 - (4) consistent in appearance;
 - (B) all expansion joints are intact; and
 - (C) all internal luminescent strips, signs, notices and warning signs are intact, legible and illuminated, where appropriate.
- (iii) (**Doors and Door Furniture**): Project Co must ensure that all internal Doors and Door Furniture:
 - (A) operate as intended, in a safe way, without making undue noise and without observable stains on hinges, locks, catches and handles, and without any apparent damage or binding, rubbing or catching in any way; and
 - (B) are of a consistent appearance and free from visible patches and from all but minor surface blemishes and minor wear and tear.
- (iv) (Floors and floor coverings): Project Co must ensure that all floors and floor coverings are:
 - (A) fully fixed to the floor;
 - (B) maintained in such a way as to ensure that all joints within floor coverings and transitions between different materials do not cause a health or safety hazard;
 - (C) free from tears, scoring, cracks, scuffing or any other damage that is unsightly or could cause a health or safety hazard;
 - (D) of a consistent appearance and free from visible patches and from all but minor surface blemishes and minor wear and tear;
 - (E) maintained in such a way as to provide a suitable uniform surface, with minimal resistance for wheeled trolleys, wheel chairs and any other wheeled vehicle or equipment in use in the Stadium and Sports Precinct; and
 - (F) maintained to allow adequate drainage in accordance with the Design Requirements.

- (v) (**Ceilings**): Project Co must ensure that all ceiling expansion joints are intact and that ceilings are:
 - (A) sound and secure;
 - (B) free from spalling, cracks or deflection;
 - (C) free from damp and Pests;
 - (D) free of marks and handprints, including around access panels and hatches;
 - (E) level; and
 - (F) consistent in appearance.

(vi) (**Decorative Finishes**): Project Co must ensure that all Decorative Finishes are:

- (A) fully fixed and secure;
- (B) if located higher than 2.2 metres, cleaned no less than every 6 months and as otherwise required to satisfy the requirements described in Section 4.2(a);
- (C) free from tears, scoring, cracks, scuffing or any other damage that:
 - (1) is unsightly; or
 - (2) could cause a health or safety hazard;
- (D) of a consistent appearance and free from visible patches and from all but minor surface blemishes and minor wear and tear; and
- (E) free of any other surface degradation consistent with a building maintained in accordance with Best Operating Practices.
- (vii) (Access): Project Co must ensure that:
 - (A) access routes comply with all applicable Laws and Quality Standards, including the *Disability Discrimination Act 1992* (Cth) and the *Equal Opportunity Act 1984* (WA);
 - (B) fire, ambulance and other emergency vehicles have appropriate access to, access within and egress from the Stadium, suitable for carrying out their functions, including in an emergency; and
 - (C) all fire escape and emergency evacuation routes are appropriately maintained, marked, lit and remain free from obstruction.
- (c) (**Signage**): Project Co must ensure that all internal signage and sign posting:
 - (i) is compliant with the signage standards and protocols of the State or the Stadium Operator;
 - (ii) is secure and sound;
 - (iii) does not hinder visibility to vehicles and pedestrians at junctions;
 - (iv) is maintained in locations in accordance with the Design Requirements;
 - (v) is highly visible, both day and night; and
 - (vi) offers clear and concise information.
- (d) (Hydraulics):
 - (i) (Hot and Cold Water Systems): Project Co must ensure that:
 - (A) all Hot and Cold Water Systems and associated plant components operate and function as intended and in accordance with the Design Requirements;
 - (B) the Hot and Cold Water Systems deliver water at the temperatures and flow rates set out in the Design Requirements and manufacturer's specifications;

- (C) all taps, valves and other related fittings and fixtures for the Hot and Cold Water Systems operate and function as intended and in accordance with the Design Requirements;
- (D) pipework and fittings for the Hot and Cold Water Systems are fastened securely to their intended points of anchorage;
- (E) there are no drips or leaks of water from pipework, taps, valves or fittings;
- (F) the Hot and Cold Water Systems comply with all Laws and Quality Standards including in respect of safety and public health measures, including in relation to legionella;
- (G) water supply pressure is maintained at all times;
- (H) tanks and storage system level controls and alarms are maintained at all times; and
- (I) all Hot and Cold Water Systems are free of water hammer, overflow and backflow (or any of them) and are free draining within a reasonable time.

(ii) (Sewerage and Other Drainage Systems): Project Co must ensure that:

- (A) the Sewerage and Other Drainage Systems (including stormwater harvesting systems):
 - (1) operate and function as intended and in accordance with the Design Requirements, the requirements of all relevant Authorities and manufacturer's specifications; and
 - (2) are free from malodour;
- (B) pipework and fittings are securely fastened to their intended points of anchorage;
- (C) there is no leakage of waste, foul water or rain water;
- (D) trade waste connections and treatment plants are maintained and output quality tested; and
- (E) all Sewerage and Other Drainage Systems are free of water hammer, overflow and backflow (or any of them) and are free draining within a reasonable time.

(e) (Mechanical)

- (i) (Heating, Air Conditioning and Mechanical Ventilation Systems):Project Co must ensure that:
 - (A) all Heating, Air Conditioning and Mechanical Ventilation Systems and associated plant components operate and function as intended and in accordance with the Design Requirements and manufacturer's specifications;
 - (B) all Heating, Air Conditioning and Mechanical Ventilation Systems and associated plant components are cleaned regularly, to operate in accordance with the Design Requirements and in accordance with Best Operating Practice;
 - (C) air changes and ventilation levels achieve the requirements set out in the Design Requirements;
 - (D) temperatures to each relevant part of the Stadium are maintained to the levels specified in the Design Requirements and Completion Criteria and Heating, Air Conditioning and Mechanical Ventilation Systems operated to allow those levels to be met;
 - ductwork, fittings and pipework are securely fastened to their intended points of anchorage;

- (F) there are no leaks of water (or other heating or cooling medium) or air from Heating, Air Conditioning and Mechanical Ventilation Systems;
- (G) the Heating, Air Conditioning and Mechanical Ventilation Systems:
 - (1) are not able to be accessed by Stadium Personnel, the State and State Associates except for those authorised by the Stadium Operator;
 - (2) are free from corrosion, erosion and organic growth;
 - (3) are free from damage visible to Stadium Users; and
 - (4) comply with all Laws and Quality Standards including in respect of safety and public health measures, including in relation to legionella; and
- (H) all interfaces to the BMS and other Engineering Services systems and controls are operating correctly.
- (ii) (**Refrigeration equipment**): Project Co must ensure that all cool rooms and freezers are fully functional and operate as intended in accordance with the Design Requirements and manufacturer's specifications.
- (iii) (**Playing Surface reticulation and irrigation systems**): Project Co must ensure that reticulation and irrigation systems:
 - (A) operate and function as intended and in accordance with the Design Requirements, where applicable; and
 - (B) are free of leaks, drips and blockages (or any of them).
- (iv) (**BMS**): Project Co must ensure that the BMS:
 - (A) remains functional in order to continuously monitor and report, as described in the Design Requirements and manufacturer's specifications; and
 - (B) initiates timely automated notifications to the FM Help Desk, the State and Stadium Personnel, as required by the Stadium Operator. At a minimum, notifications are to be provided on the occurrence of the following:
 - (1) cool room failure alarm events;
 - (2) server room and Data Centre (as that term is defined in Schedule 12 (Design Specifications) of this Agreement) failure alarm events;
 - (3) power supply systems faults and failure alarm events; and
 - (4) any other alarm events as specified in the Design Requirements.

(f) (Electrical)

- (i) (Electrical Power and Other Cabled Systems): Project Co must ensure that:
 - (A) all Electrical Power and Other Cabled Systems are installed to comply with, and operate within, relevant Laws and Quality Standards, the Design Requirements and manufacturer's specifications;
 - (B) all Electrical Power and Other Cabled Systems operate and function as intended and in accordance with the Design Requirements and manufacturer's specifications;
 - (C) wiring, fittings, fixtures, controls and safety devices for all Electrical Power and Other Cabled Systems are properly housed and fastened securely to their intended point of anchorage and labelled;

- (D) the lightning down conductor is complete, isolated and complies with the Design Requirements and manufacturer's specifications; and
- (E) all interfaces to the BMS and other Engineering Services systems and controls are operating correctly.
- (ii) (HV Distribution System): Project Co must ensure that the HV Distribution System is correctly operating in accordance with all relevant Quality Standards and relevant occupational safety and health systems in accordance with OHS Laws.
- (iii) (LV and Small Power Distribution System): Project Co must ensure that the LV and Small Power Distribution System is correctly operating in accordance with all relevant Quality Standards.
- (iv) (Emergency power supply and lighting): Project Co must ensure that:
 - (A) emergency power sources and uninterrupted power supplies:
 - (1) subject to Part C, Section 8.3(d)(ii), have adequate fuel; and
 - (2) are operational, secure and are tested regularly in accordance with all relevant Laws and Quality Standards and manufacturer's specifications; and
 - (B) emergency lighting units are complete and located in accordance with the Design Requirements, free from dust, Pests and are operational and fully charged.
- (v) (Lighting): Project Co must ensure that:
 - (A) all lighting (including associated control systems) functions and operates as intended and in accordance with the Design Requirements and manufacturer's specifications; and
 - (B) all internal lenses of lamps and luminaires are clean and free of Pests.
- (vi) (EMS): Project Co must ensure that the EMS:
 - (A) maintains the functionality to continuously monitor and report as described in the Design Requirements; and
 - (B) initiates timely automated notifications to the FM Help Desk, the State and Stadium Personnel, as required by the Stadium Operator. At a minimum, notifications are to be provided on the occurrence of the following:
 - (1) automatic starting of emergency power sources, including generators;
 - (2) automatic operation of circuit breakers; and
 - (3) automatic load sequencing and shedding.
- (g) (**Fire engineering and fire protection**): Project Co must:
 - (i) ensure that:
 - (A) all fire protection systems and equipment:
 - function and operate as intended and in accordance with the Design Requirements and manufacturer's specifications;
 - (2) are complete and are maintained and operate in accordance with all applicable Laws and Quality Standards;
 - (3) are securely fastened to their intended points of anchorage; and

- (4) are of a suitable type and quantity for the hazards present within the vicinity of the fire protection systems;
- (B) the connection to the direct brigade alarm is maintained at all times;
- (C) hydrants, sprinklers and hoses are at correct operating pressure and capacity;
- (D) pipework is free from corrosion, blockages, leaks and drips (or any of them); and
- (E) there are no false alarms in the fire protection systems that are not directly caused by Stadium User intentional misuse;
- (ii) test all fire protection systems and equipment (and retain detailed records of such tests) in accordance with:
 - (A) all applicable Laws and Quality Standards; and
 - (B) the Stadium Operator's Emergency Management Plan;
- (iii) comply with all obligations and requirements during the Operating Phase as set out in the Fire Engineering Report; and
- (iv) where any fire protection system (or part of a fire protection system) requires replacement, replace the relevant system or part with equipment of equivalent or higher standard.
- (h) (Vertical Transportation): Project Co must ensure:
 - (i) all Vertical Transportation:
 - (A) is safe; and
 - (B) functions and operates as intended and in accordance with the Design Requirements and manufacturer's specifications;
 - (ii) lifts have a fully functioning control panel and phone;
 - (iii) escalators are clean (via specialist equipment) and free from dust, dirt, and grime; and
 - (iv) if a person is or persons are trapped in a lift, it is for no more than:
 - (A) 15 minutes during an Event Profile Period; or
 - (B) 1 hour at all other times.
- (i) (Utilities): Project Co must ensure that all Utilities are maintained:
 - (i) so as to satisfy the FFP Warranty; and
 - (ii) so that reticulation systems are free from any blockages, drips and leaks (or any of them) where applicable.
- (j) (**Drop-In Seats**): Project Co must ensure that the Drop-In Seats are:
 - (i) complete, functional and operate as intended and in accordance with the Design Requirements and manufacturer's specifications;
 - (ii) maintained in accordance with the manufacturer's specifications;
 - (iii) comply with all applicable Laws and Quality Standards;
 - (iv) waterproof and weatherproof, where appropriate;
 - (v) safe for Stadium Users;
 - (vi) free of any litter, debris and stains caused by the installation or removal of the Drop-In Seats;
 - (vii) free from vandalism and graffiti;
 - (viii) free from damage; and
 - (ix) safely, securely and efficiently stored when not in use.

- (k) (Drop-In Cricket Wicket trays): Project Co must ensure that the Drop-In Cricket Wicket trays, including respective 'female' trays and 'football' trays, are (to the extent that such activities are permitted by the Stadium Operator):
 - complete, functional and maintained in accordance with the manufacturer's specifications and applicable Laws and Quality Standards;
 - located and maintained in such a manner that permits ready access to, maintenance and curation of the Drop-In Cricket Wicket by the Stadium Operator;
 - (iii) waterproof and weatherproof, where appropriate;
 - (iv) free from damage; and
 - (v) safely and securely stored when not in use.
- (I) Project Co must ensure that the Drop-In Cricket Wicket Transporter is:
 - (i) complete, functional and maintained in accordance with the manufacturer's specifications and applicable Laws and Quality Standards;
 - (ii) waterproof and weatherproof, where appropriate;
 - (iii) clean and free of stains;
 - (iv) free from vandalism and graffiti;
 - (v) free from damage; and
 - (vi) safely, securely and efficiently stored when not in use.
- (m) (**Pools**): Project Co must ensure that all pools, including spas and plunge pools, are maintained:
 - (i) so that the surface finishes are clean;
 - (ii) so as to satisfy the FFP Warranty; and
 - (iii) so that water quality complies with all applicable Laws and Quality Standards including in respect of safety and public health measures, including in relation to legionella, amoebic meningitis and similar communicable diseases.
- (n) (**Group 1 FF&E**): Project Co must ensure that all Group 1 FF&E and window treatments:
 - are functional and operate as intended and in accordance with the Design Requirements and manufacturer's specifications, in a safe way, without making undue noise and without wheels, hinges, locks, catches and handles binding, rubbing or catching in any way;
 - (ii) if specified in the Work Method Statements, are clean;
 - (iii) show no more than minor signs of wear and tear that do not detract from the appearance of the item; and
 - (iv) have no more than minor surface blemishes, scratches, chips or dents that do not detract from the appearance of the item.

4.3 Sports Precinct

- (a) (**Overriding Service Standards**): Without limiting Section 4.1 of this Part B, Project Co must ensure that all Sports Precinct elements including Building Fabric, Engineering Services and Group 1 FF&E (other than Excluded Assets), are:
 - (i) functional, operational and satisfy the performance requirements as specified in the Design Requirements;
 - (ii) complete, installed and maintained in accordance with the manufacturer's specifications and applicable Laws and Quality Standards;
 - (iii) waterproof and weatherproof, where appropriate;
 - (iv) free of any hazards arising from, and free of adverse visible effects of, differential settlement;

- (v) free of any hazards arising from, and free of adverse visible effects of lateral movement;
- (vi) free of any effects of differential settlement at landing points and interfaces with bridges;
- (vii) free of any effects of lateral movement at landing points and interfaces with bridges;
- (viii) free from vandalism and graffiti; and
- (ix) free from damage.
- (b) (**Built structures**): Project Co must ensure that all built structures, excluding Commercial Facilities, within the Sports Precinct comply with Service Standards equivalent to those described for the Stadium in Part B, Section 4.2.
- (c) (Commercial Facilities): Project Co must ensure that all Commercial Facilities:
 - (i) comply with the Service Standards with respect to:
 - (A) Façades and Roofs as set out in Part B, Section 4.2(b)(i);
 - (B) Decorative Finishes as set out in Part B, Section 4.2(b)(vi);
 - (ii) are clean, safe and free of litter; and
 - (iii) are otherwise in a condition that is not detrimental to the Stadium Activities.
- (d) (Landscape):
 - (i) (Site Circulation Routes and Hard Landscaping): Project Co must ensure that:
 - (A) all Site Circulation Routes and Hard Landscaping:
 - (1) are sound, safe and have an even surface with no potholes, sinkings or trip hazards;
 - (2) are free of weeds, moss and grass;
 - (3) are of a consistent appearance and free from stains, visible patches and all but minor wear and tear;
 - (4) have line markings that are clear and complete; and
 - (5) are free of surface water and ponding that adversely affects Stadium Users access or the Stadium Activities (or both);
 - (B) all kerbs and edgings are sound;
 - (C) there are no loose or broken kerbs or paving stones;
 - (D) all handrails are secure; and
 - (E) access and circulation routes are maintained that are appropriate for IRUA.
 - (ii) (External Areas): Project Co must ensure that all External Areas:
 - (A) are sound, safe and have an even surface with no potholes, sinkings or trip hazards;
 - (B) are free of weeds, moss and grass;
 - are at all times easily accessible by Stadium Users, including IRUA;
 - (D) are free from graffiti and vandalism;
 - (E) have line markings that are clear and complete; and
 - (F) are free of surface water and ponding.
 - (iii) (**Boundaries**): Project Co must ensure that all Boundaries are intact, safe, sound and secure.
 - (iv) (Access): Project Co must ensure that:

- (A) access routes, including interfaces with bridge landings and other State Transport Infrastructure Works, comply with all applicable Laws and Quality Standards, including the *Disability Discrimination Act 1992* (Cth) and the *Equal Opportunity Act* 1984 (WA);
- (B) fire, ambulance and other emergency vehicles have access to, access within and egress from the Sports Precinct suitable for carrying out their functions, including in an emergency; and
- (C) all fire escape and emergency evacuation routes are appropriately maintained, marked, lit and remain free from obstruction.
- (v) (**Reticulation and irrigation systems**): Project Co must ensure that reticulation and irrigation systems:
 - (A) function and operate as intended and in accordance with the Design Requirements and manufacturer's specifications, where applicable; and
 - (B) are free of leaks, drips and blockages (or any of them).
- (e) (Signage): Project Co must ensure that all external signage and sign posting:
 - (i) is compliant with the signage standards and protocols of the State or the Stadium Operator;
 - (ii) is secure and sound;
 - (iii) does not hinder visibility of vehicles and pedestrians at junctions;
 - (iv) is maintained in locations in accordance with the Design Requirements;
 - (v) is highly visible, both day and night; and
 - (vi) offers clear and concise information.

(f) (Hydraulics):

- (i) (stormwater drainage): Project Co must ensure that stormwater drainage is free of:
 - (A) litter and debris and operates in accordance with the Design Requirements and the manufacturer's specifications; and
 - (B) overflow and backflow and is free draining within a reasonable time; and
- (ii) (external sewer drainage, water supply, gas and electric supply): Project Co must ensure that the external sewer drainage, water supply, gas and electric supplies are maintained:
 - (A) so as to satisfy the FFP Warranty; and
 - (B) so that reticulation systems are free from any blockages, drips and leaks (or any of them), where applicable.

(g) (Electrical):

- (i) (external lighting and lighting towers): Project Co must ensure that all external lighting and lighting towers are free from hazards and the lenses of lamps and luminaires are clean and free of Pests.
- (h) (Fire engineering and fire protection): Project Co must:
 - (i) ensure that all fire protection systems and equipment:
 - (A) function and operate as intended and in accordance with the Design Requirements and manufacturer's specifications;
 - (B) are complete and are maintained and operated in accordance with all applicable Laws and Quality Standards;
 - (C) are securely fastened to their intended points of anchorage; and
 - (D) are of a suitable type and quantity for the hazards present within the vicinity of the Fire Protection systems;

- (ii) ensure that all hydrants, sprinklers and hoses are at correct operating pressure and capacity;
- (iii) ensure that there are no false alarms in the fire protection systems that are not directly caused by Stadium User intentional misuse;
- (iv) ensure that all pipework is free from corrosion, blockages, leaks and drips (or any of them);
- (v) test all fire protection systems and equipment (and retain detailed records of such tests) in accordance with:
 - (A) all applicable Laws and Quality Standards; and
 - (B) the Stadium Operator's Emergency Management Plan;
- (vi) comply with all obligations and requirements during the Operating Phase as set out in the Fire Engineering Report; and
- (vii) where any fire protection system (or part of a fire protection system) requires replacement, replace the relevant system or part with equipment of an equivalent or higher standard.
- (i) (Vertical Transportation): Project Co must ensure:
 - (i) all Vertical Transportation:
 - (A) is safe; and
 - (B) functions and operates as intended and in accordance with the Design Requirements and manufacturer's specifications;
 - (ii) lifts have a fully functioning control panel and phone; and
 - (iii) if a person is or persons are trapped in a lift, it is for no more than:
 - (A) 15 minutes during an Event Profile Period; or
 - (B) 1 hour at all other times.
- (j) (**Group 1 FF&E**): Project Co must ensure that all Group 1 FF&E:
 - are functional and operate as intended and in accordance with the Design Requirements, Quality Standards and manufacturer's specifications, in a safe way, without making undue noise and without wheels, hinges, locks, catches and handles binding, rubbing or catching in any way;
 - are cleaned regularly and finishes refreshed, as appropriate for the item of Group 1 FF&E;
 - (iii) show no more than minor signs of wear and tear that do not detract from the appearance of the item; and
 - (iv) have no more than minor surface blemishes, scratches, chips or dents that do not detract from the appearance of the item.

4.4 Off-Site Infrastructure

- (a) (Overriding Service Standards): Without limiting Section 4.1 of this Part B, Project Co must ensure that all Off-Site Infrastructure elements (including associated Engineering Services but excluding the Pedestrian Underpass Structural Members in the case of items (i) to (v) below) are:
 - (i) functional, operational and satisfy the performance requirements as specified in the Design Requirements;
 - (ii) complete, installed and maintained in accordance with manufacturer's specifications;
 - (iii) free of any hazards arising from, and free of the adverse visible effects of, differential settlement;
 - (iv) free of any hazards arising from, and free of the adverse visible effects of, lateral movement;
 - (v) free from damage; and

(vi) free from vandalism and graffiti.

(b) (Pedestrian Underpass):

- Project Co must ensure that the Pedestrian Underpass (including floor slabs, floor finishes, wall finishes, skylights and ceiling finishes but excluding the Pedestrian Underpass Structural Members in the case of items (C) and (E) below):
 - is sound, safe and evenly surfaced with no potholes, sinking, loose or broken paving stones or other trip hazards;
 - (B) is free of weeds, moss and grass;
 - (C) is free from spalling, cracks or deflection;
 - is of a consistent appearance and is free from stains, unsightly patches (having regard to Best Operating Practices) and all but minor wear and tear;
 - (E) is at all times easily accessible by Stadium Users, including IRUA;
 - (F) has line markings that are clear and complete;
 - (G) is free of surface water and ponding;
 - (H) has kerbs and edgings that are sound; and
 - (I) has handrails that are secure.
- (ii) (Lighting): Project Co must ensure that all lighting in the Pedestrian Underpass is free from hazards and the lenses of lamps and luminaires are clean and free of Pests.
- (iii) (Security Systems): Project Co must ensure that all Security Systems in the Pedestrian Underpass satisfy the relevant Service Standards set in Part B, Section 4.5 of these Services Specifications

(**AV Systems**): Project Co must ensure that all AV Systems in the Pedestrian Underpass satisfy the relevant Service Standards set in Part B, Section 4.7 of these Services Specifications.

- (iv) (Signage): Project Co must ensure that all Off-Site Infrastructure signage and sign posting:
 - (A) is compliant with the signage standards and protocols of the State or the Stadium Operator;
 - (B) is secure and sound;
 - (C) does not hinder visibility of vehicles and pedestrians at junctions;
 - (D) is maintained in locations in accordance with the Design Requirements;
 - (E) is highly visible, both day and night; and
 - (F) offers clear and concise information.

(v) (Hydraulics):

- (A) (**stormwater drainage**): Project Co must ensure that stormwater drainage is free of:
 - (1) litter and debris and operates in accordance with the Design Requirements;
 - (2) overflow and backflow and is free draining within a reasonable time; and
 - (3) is maintained so as to satisfy the FFP Warranty; and
- (B) (**external sewer drainage**): Project Co must ensure that the external sewer drainage is maintained:
 - (1) so as to satisfy the FFP Warranty; and

- (2) such that it is free from any blockages, drips andleaks (or any of them).
- (c) (Swan River foreshore): Project Co must ensure that the area of the Swan River foreshore rehabilitated as part of the DBFM Works in accordance with clause D4.4.14 of Schedule 12 (Design Specifications) of this Agreement is maintained in accordance with the Environmental Management Strategy Documents and this Agreement.

(d) (Private Wastewater Main):

- (i) (**Inspection**): Project Co must ensure that the Private Wastewater Main:
 - (A) is inspected regularly to ensure that:
 - (1) it is free from corrosion, blockages, leaks and drips and is functioning and operating as intended by the design requirements and specifications of the Private Wastewater Main;
 - (2) all maintenance shafts, access points and scour points are secure, sound, safe and have an even surfaces with no potholes, sinkings or trip hazards; and
 - (3) it is in accordance with applicable Laws and Quality Standards; and
 - (B) maintenance requirements, defects or deficiencies are reported to the State's Representative as soon as practicable upon the identification of each maintenance requirement, defect or deficiency.
- (ii) (Rectification and repair): If requested by the State, Project Co must maintain (in addition to the requirements set out in Section 4.4(d)(i)), rectify and repair the Private Wastewater Main, with such services being subject to the Variable Payment regime in Schedule 14 (Payment Schedule) of this Agreement.

4.5 Security Systems

- (a) Without limiting Sections 4.1 to 4.3 of this Part B, Project Co must provide the Security Management Services to ensure that:
 - (i) the Security Systems achieve the performance requirements set out in the Design Requirements;
 - (ii) all installations of the Security Systems comply with, and operate within, relevant Laws and Quality Standards and manufacturer's specifications;
 - the Security Systems at all times achieve the risk mitigation required by the Security Management and Treatment Plan (as prepared by Project Co in accordance with Schedule 19 (Plans) of this Agreement);
 - (iv) wiring, fittings, fixtures, controls and safety devices for all Security Systems are properly labelled, housed and fastened securely to their intended point of anchorage;
 - (v) emergency power supplies are maintained for all Security Systems;
 - (vi) all field equipment, including readers, sensors, cameras and housings are clean and free from dirt, dust, cobwebs and the like, including those that may adversely affect vision or operation;
 - (vii) lighting functions in accordance with the Design Requirements and any lighting failures do not compromise the security of the Stadium, Sports Precinct and Pedestrian Underpass (or any of them);
 - (viii) the quantity and frequency of false alarm activations, regardless of their cause, do not exceed that stated within the Design Requirements;
 - (ix) [not disclosed]; and
 - (x) a training system is provided so that the Stadium Operator and newly appointed Stadium Personnel and relevant State Associates receive

training and support so that all Stadium Personnel and relevant State Associates are capable of using the Security Systems during the Operating Phase and as reasonably requested by the Stadium Operator.

- (b) Project Co must:
 - (i) report any Fault in the Security System to the State Representative and the Stadium Operator immediately upon occurrence;
 - (ii) actively minimise false alarms as part of optimising the Security Systems;
 - (iii) upgrade the Security Systems in accordance with the Operating Phase Lifecycle Maintenance Plan to reflect:
 - (A) advances in technology and systems;
 - (B) advances in, and the evolution of, Stadium Activities; and
 - (C) advances in Best Operating Practices; and
 - (iv) ensure compatibility and interoperability of data and technology with the technology operated by:
 - (A) the State; and
 - (B) the Stadium Operator, to the extent that the technology operated by the Stadium Operator is:
 - (1) technology that is typically used within the industry; or
 - (2) bespoke technology, where Project Co can reasonably accommodate the compatibility and interoperability of such data and technology without incurring additional costs or adversely affecting the provision of the Services,

to ensure the functionality of the Security Systems as required in accordance with this Agreement.

4.6 ICT Systems Maintenance Services

- (a) Without limiting Sections 4.1 to 4.3 of this Part B, Project Co must provide the ICT Systems Maintenance Services to ensure that:
 - (i) the ICT Systems achieve the performance requirements set out in the Design Requirements;
 - (ii) all installations of the ICT Systems comply with, and operate within, relevant Laws and Quality Standards and the manufacturer's specifications;
 - the ICT Systems operate without interference, consequences of attacks or intrusion and measures are put in place to identify potential causes of disruption to the ICT Systems;
 - (iv) wiring, fittings, fixtures, controls and safety devices for all ICT Systems are properly labelled, housed and fastened securely to their intended point of anchorage;
 - (v) emergency power supplies are maintained for all ICT Systems;
 - (vi) the master time source for use throughout the Stadium and Sports Precinct is correct at all times;
 - (vii) all field equipment, including access points, antennas and patch panels is clean and free from dirt, dust, cobwebs and the like, including those that may adversely affect signals or operation;
 - (viii) all data recordings related to the ICT Systems, are in accordance with Design Requirements (subject to any upgrades in accordance with Section 4.6(b) of this Part B) and are routinely backed up and otherwise dealt with in accordance with Best Operating Practices and the Management and Integration Service Plan; and
 - (ix) the Stadium Operator and Stadium Personnel and relevant State Associates receive ongoing training and support so that all Stadium

Personnel and relevant State Associates are capable of using the ICT Systems during the Operating Phase, as reasonably requested by the Stadium Operator having regard to the roles and functions of the Stadium Personnel and State Associates.

- (b) Project Co must:
 - manage and maintain a network management and monitoring solution for all ICT Systems, including the implementation of processes for measuring, managing and reporting on compliance with the ICT Services standards;
 - perform the ICT Systems Maintenance Services in accordance with the Management and Integration Service Plan, including by ensuring that any changes to the ICT Systems are managed in accordance with the Development Testing, Deployment and Mitigation Plan;
 - (iii) upgrade the ICT Systems in accordance with the Operating Phase Lifecycle Maintenance Plan to reflect:
 - (A) advances in technology and systems;
 - (B) advances in, and the evolution of, Stadium Activities; and
 - (C) advances in Best Operating Practices; and
 - (iv) ensure compatibility and interoperability of data and technology with the technology operated by:
 - (A) the State; and
 - (B) the Stadium Operator, to the extent that the technology operated by the Stadium Operator is:
 - (1) technology that is typically used within the industry; or
 - (2) bespoke technology, where Project Co can reasonably accommodate the compatibility and interoperability of such data and technology without incurring additional costs or adversely affecting the provision of the Services,
 - (v) to ensure the functionality of the ICT Systems as required in accordance with this Agreement.
- (c) Project Co must:
 - (i) notify the State and the Stadium Operator, in writing; and
 - (ii) obtain the approval of the State and the Stadium Operator,

at least 14 days prior to any planned ICT Systems outages.

4.7 AV Systems Maintenance Services

- (a) Without limiting Sections 4.1 to 4.3 of this Part B, Project Co must provide the AV Systems Maintenance Services to ensure that:
 - (i) the AV Systems achieve the performance requirements set out in the Design Requirements;
 - (ii) all installations of the AV Systems comply with, and operate within, relevant Laws and Quality Standards and manufacturer's specifications;
 - the AV Systems operate without interference, attacks or intrusion and measures are put in place to identify potential causes of disruption to the AV Systems;
 - (iv) wiring, fittings, fixtures, controls and safety devices for all AV Systems are properly labelled, housed and fastened securely to their intended point of anchorage;
 - (v) emergency power supplies are maintained for all AV Systems;
 - (vi) all field equipment, including Displays, LED Superscreens, LED Signage, speakers, patch panels and control devices are clean and free from dirt,

dust, cobwebs and the like, including those that may adversely affect vision or operation or the reputation of the Stadium;

- (vii) all data recordings related to the AV Systems, including video recording or other digital content, are retained in digital format in accordance with the Management and Integration Service Plan and are of appropriate quality for such data and are routinely backed up and otherwise dealt with in accordance with Best Operating Practices; and
- (viii) the Stadium Operator and Stadium Personnel and relevant State Associates receive ongoing training and support so that all Stadium Personnel and relevant State Associates are capable of using the AV Systems during the Operating Phase, as reasonably requested by the Stadium Operator having regard to the roles and functions of the Stadium Personnel and State Associates.
- (b) Project Co must:
 - perform the AV Systems Maintenance Services in accordance with the Management and Integration Service Plan, including by ensuring that any changes to the AV Systems are managed in accordance with the Development Testing, Deployment and Mitigation Plan;
 - (ii) upgrade the AV Systems in accordance with the Operating Phase Lifecycle Maintenance Plan to reflect:
 - (A) advances in technology and systems;
 - (B) advances in and the evolution of Stadium Activities; and
 - (C) advances in Best Operating Practices; and
 - (iii) ensure compatibility and interoperability of data and technology with the technology operated by:
 - (A) the State; and
 - (B) the Stadium Operator, to the extent that the technology operated by the Stadium Operator is:
 - (1) technology that is typically used within the industry; or
 - (2) bespoke technology, where Project Co can reasonably accommodate the compatibility and interoperability of such data and technology without incurring additional costs or adversely affecting the provision of the Services,

to ensure the functionality of the AV Systems as required in accordance with this Agreement.

4.8 Building Management IT Hardware and Software

- (a) The Asset Management System must enable the provision of the Services and facilitate Project Co's performance of its obligations concerning asset management under this Agreement.
- (b) Project Co must:
 - (i) upgrade the Asset Register to reflect advances in technology and systems from time to time;
 - (ii) ensure compatibility and interoperability of data and technology with the technology operated by:
 - (A) the State; and
 - (B) the Stadium Operator, to the extent that the technology operated by the Stadium Operator is:
 - (1) technology that is typically used within the industry; or
 - (2) bespoke technology, where Project Co can reasonably accommodate the compatibility and interoperability of such data and technology without

incurring additional costs or adversely affecting the provision of the Services; and

(iii) to ensure the functionality as required in accordance with this Agreement.

4.9 Key and Lock Management

(a) [Not disclosed]

Part C - Facilities Management Services

1 OVERVIEW

The Facilities Management Services comprise:

- (a) the Playing Surface Services;
- (b) the Grounds and Gardens Services;
- (c) the Event Support Services;
- (d) the Pest Control Services;
- (e) the Asset Security Services;
- (f) the Utilities Management Services; and
- (g) the FM Help Desk Services,

(together the Facilities Management Services).

2 PLAYING SURFACE SERVICES

2.1 Overview

The Playing Surface Services consist of:

- (a) Playing Surface management and maintenance; and
- (b) Stadium Event related services.

2.2 Key objectives

The key objectives for the Playing Surface Services are:

- (a) to provide the Playing Surface Services to enable the provision of Stadium Events and Permitted Training at the Stadium at the times that those Stadium Events and Permitted Training are scheduled;
- (b) to provide and enhance a positive image of the Stadium and Sports Precinct, the State and the Stadium Operator, particularly to Stadium Users, potential Stadium Users and television audiences; and
- (c) for Project Co to assist and take instructions from the Stadium Operator (acting reasonably) to facilitate and enable Stadium Events and Permitted Training.

2.3 Scope

- (a) Project Co must provide the Playing Surface Services:
 - (i) to meet the key objectives in Section 2.2;
 - (ii) to meet the Service Standards set out in Section 2.4;
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications; and
 - (iv) otherwise in accordance with this Agreement.
- (b) Project Co must provide the Playing Surface Services at times necessary to ensure that there is no disruption to Stadium Activities, including Stadium Events and Permitted Training, and to ensure that the Playing Surface meets the relevant Service Standards for the Stadium Events or Permitted Training that are scheduled.
- (c) Without limiting this Specific Service Specification, Project Co must perform the Playing Surface Services, including maintenance, inspection, testing, and treatment of the Playing Surface, in accordance with the Playing Surface Management Plan.
- (d) Project Co must establish and maintain detailed records of:
 - (i) all maintenance carried out in respect of the Playing Surface, including turf repair, turf replacement, turf enhancement, turf growth, watering, inspections, testing and treatments;

- (ii) all maintenance carried out in respect of the Turf Farm, including turf repair, turf replacement, turf enhancement, turf growth, watering, inspections, testing and treatments; and
- (iii) hourly temperature, humidity, sunlight levels and rainfall levels within the Seating Bowl and external to the Seating Bowl, by means of the weather stations described in the Design Requirements so that the relevant details are recorded within 1 hour of measurement of those conditions.
- (e) Project Co must provide, maintain, safely and securely store, clean and replace all Services Equipment used in the provision of the Playing Surface Services, in accordance with this Agreement, the relevant manufacturer's instructions and Best Operating Practices.
- (f) Project Co must prepare the Playing Surface for Stadium Events and Permitted Training, in accordance with the instructions of the Stadium Operator, prior to the Event Duration in the case of an Event Profile Period, or the start of the Permitted Training Profile Period (as applicable) (as those terms are defined in Schedule 14 (Payment Schedule) of this Agreement), including by:
 - (i) liaising with the Stadium Operator and Hirers regarding any preparation or treatment of the Playing Surface that will be required before, during or after the Stadium Event or Permitted Training;
 - (ii) erecting and dismantling Sporting Equipment;
 - (iii) mowing the turf of the Playing Surface in particular patterns in accordance with the instructions of the Stadium Operator;
 - (iv) installing and removing the Drop-In Cricket Wickets (including all remediation);
 - (v) painting line markings in accordance with the relevant Sporting Standard;
 - (vi) painting advertising markings;
 - (vii) if used, the setup, pack down, storage and operation (including all planning and management) of Pitch Grow Lights;
 - (viii) installing minor protection to all or part of the Playing Surface (excluding the Cricket Wicket); and
 - (ix) installing, or advising on, managing, coordinating and attending the installation of staging or other portable infrastructure or equipment.
- (g) Notwithstanding Section 2.3(f), Project Co must not undertake any maintenance on, or preparation of, the Playing Surface which will result in the condition of the Playing Surface at the time of a Stadium Event or Permitted Training being inconsistent with the Service Standards in Section 2.4 or the requirements of the relevant Sporting Standard.
- (h) At the Stadium Operator's request, Project Co must:
 - attend any pre-Stadium Event inspection of the Playing Surface and must comply with all reasonable instructions of the Stadium Operator and persons authorised under the relevant Sporting Standards in relation to the maintenance or preparation of the Playing Surface before or during a Stadium Event; and
 - undertake all tests necessary to demonstrate that the Playing Surface complies with the relevant Sporting Standard and the Design Requirements, and must make the results of such tests available to the Stadium Operator or the Hirer within 1 hour of a request.
- (i) Project Co must:
 - (i) develop and implement guidelines for the provision and control of vehicular access to the Playing Surface in relation to a Stadium Event, including to facilitate Bump-In and Bump-Out activities; and
 - (ii) provide all supervision and resources necessary to ensure Hirers can gain appropriate vehicular access to the Playing Surface for the purposes described in Section 2.3(f), without causing preventable damage to the Stadium and Sports Precinct.

- (j) Within 48 hours of the completion of a Stadium Event, Project Co must prepare and submit to the State Representative and the Stadium Operator a complete and accurate Playing Surface Management Report.
- (k) [Not disclosed]
- (I) [Not disclosed]
- (m) [Not disclosed]
- (n) [Not disclosed]
- (o) [Not disclosed]
- (p) [Not disclosed]

2.4 Service Standards

- (a) Project Co must provide the Playing Surface Services to ensure that an Event is not cancelled or delayed as a result of a failure by Project Co to provide the Playing Surface Services.
- (b) Project Co must provide the Playing Surface Services so that the Playing Surface:
 - during a Sporting Event or Permitted Training, satisfies the Availability Conditions (as that term is defined in Schedule 14 (Payment Schedule) of this Agreement), complies with the Design Requirements, the applicable Sporting Standard, and otherwise satisfies the FFP Warranty; and
 - (ii) at all other times, complies with the Design Requirements, including that:
 - (A) soil treatment and irrigation is undertaken to maintain healthy turf growth;
 - (B) root zone layers are maintained in a healthy condition and to the required depths;
 - (C) all grass areas are of uniform appearance with no bare patches over 0.5 square metres and the total of all bare areas must not constitute more than 2% of the total grassed area;
 - (D) all edges are trimmed;
 - (E) all areas are free from Pest, disease and weed infestation;
 - (F) grass is maintained to a uniform length in accordance with the Playing Surface Management Plan; and
 - (G) the Playing Surface is otherwise of an aesthetically pleasing appearance that cannot reasonably be considered detrimental to the Stadium Activities.
- (c) Project Co must provide the Playing Surface Services so that all artificial grass and synthetic surfaces:
 - (i) are free from standing water, ice, and hail;
 - (ii) are free from fallen leaves, moss algae or interstitial weeds;
 - (iii) are free from graffiti and vandalism;
 - (iv) are maintained in accordance with the manufacturer's instructions and recommendations;
 - (v) are complete, according to the Design Requirements and manufacturer's specifications;
 - (vi) are fully fixed to the floor or substrate (as applicable);
 - (vii) are maintained in such a way as to ensure that all joints within any artificial grass and synthetic surfaces and transitions between different materials do not cause a health or safety hazard;
 - (viii) are free from tears, scoring, cracks or any other damage that is unsightly or could cause a health or safety hazard;
 - (ix) are of a consistent appearance and free from visible patches and from all but minor surface blemishes and minor wear and tear;

- (x) are maintained in such a way as to provide a suitable uniform surface, with minimal resistance, for wheeled trolleys, wheel chairs and any other wheeled vehicle or equipment in use in the Stadium; and
- (xi) allow adequate drainage.
- (d) Project Co must maintain the Turf Farm to ensure that it complies with the Design Requirements.
- (e) If Pitch Grow Lights are used in the delivery of Playing Surface Services, Project Co must ensure that:
 - (i) the use and operation of the Pitch Grow Lights do not adversely affect the Stadium Activities, including Stadium Events and Permitted Training;
 - (ii) the Pitch Grow Lights are:
 - used at the times and for the periods set out in the Playing Surface Management Plan or, subject to Section 2.4(e)(i), as otherwise agreed by Project Co's groundskeeper and the Stadium Operator, recognising Project Co's obligation to satisfy the Service Standards;
 - (B) not used in manner that causes excessive Utilities consumption, having regard to the remainder of the Service Standards set out in this Section 2.4;
 - (C) complete, functional and maintained in accordance with the manufacturer's specifications and applicable Laws and Quality Standards;
 - (D) waterproof and weatherproof, where appropriate;
 - (E) free of any hazards to Stadium Users, having regard to the use of the Pitch Grow Lights;
 - (F) clean;
 - (G) free from vandalism and graffiti;
 - (H) free from damage; and
 - (I) safely, securely and efficiently stored when not in use.
- (f) Project Co must provide the Playing Surface Services to ensure that the Drop-In Cricket Wickets are installed and removed from the Cricket Wicket and Nursery without:
 - (i) bending, twisting or warping the Drop-In Cricket Wicket tray; and
 - (ii) cracking, damaging or otherwise rendering the curated Cricket Wicket unusable for its intended purpose.

3 GROUNDS AND GARDENS SERVICES

3.1 Overview

The Grounds and Gardens Services consist of the management and maintenance of:

- (a) irrigated grassed areas;
- (b) non-irrigated grassed areas;
- (c) artificial grass and synthetic surfaces;
- (d) flower and garden beds;
- (e) trees, shrubs and hedges;
- (f) circulation routes; and
- (g) litter,

within the Sports Precinct and Pedestrian Underpass (as applicable).

3.2 Key Objectives

The key objectives of the Grounds and Gardens Services are:

- (a) to ensure the Sports Precinct is aesthetically pleasing and achieves the aim of a stadium located in a parkland setting;
- (b) to maintain public safety and security;
- (c) to facilitate the carrying out of the Stadium Activities and ensure the Stadium and Sports Precinct are Available; and
- (d) to provide and enhance a positive image of the Stadium and Sports Precinct, the State and the Stadium Operator, particularly to Stadium Users, potential Stadium Users and the general public.

3.3 Scope

- (a) Project Co must provide the Grounds and Gardens Services:
 - (i) to meet the key objectives in Section 3.2;
 - (ii) to meet the Service Standards set out in Section 3.4;
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications; and
 - (iv) otherwise in accordance with this Agreement.
- (b) Project Co must provide the Grounds and Gardens Services at times necessary to ensure that there is no disruption to Stadium Activities and otherwise at any time requested by the Stadium Operator.
- (c) Without limiting this Specific Service Specification, Project Co must perform the Grounds and Gardens Services, including maintenance, inspection, testing, and treatment of the Grounds and Gardens, in accordance with the Grounds and Gardens Management Plan.
- (d) Project Co must:
 - with the exception of the obligations in Section 3.3(d)(ii), place all litter and debris collected from the Sports Precinct in the Stadium Operator's waste bins, in accordance with the Stadium Operator's waste management and recycling policies; and
 - dispose of any litter or debris that is of a type that cannot be accommodated within the Stadium Operator's waste bins, by reference to the Stadium Operator's waste management policies.
- (e) Project Co's obligations under Section 3.4(i) do not apply during the Event Cleaning Time.

3.4 Service Standards

Project Co must provide the Grounds and Gardens Services so that:

- (a) an Event is not cancelled or delayed as a result of a failure by Project Co to provide the Grounds and Gardens Services;
- (b) the Sports Precinct complies with the Design Requirements and satisfies the FFP Warranty;
- (c) (**irrigated grassed areas**): in irrigated grassed areas, including the Community Recreation Oval:
 - (i) soil treatment is undertaken to maintain healthy growth;
 - (ii) all areas are of uniform appearance with no bare patches over 2 square metres and the total of all bare areas must not constitute more than 5% of the total grassed area;
 - (iii) all edges are trimmed;
 - (iv) all areas are free from weed infestation;
 - (v) grass is maintained to a uniform length of between 20 and 50 mm; and
 - (vi) irrigated grassed areas are otherwise of an aesthetically pleasing appearance that cannot reasonably be considered detrimental to the Stadium Activities;

- (d) (**non-irrigated grassed areas**): in non-irrigated grassed areas:
 - (i) soil treatment is undertaken to maintain healthy growth;
 - (ii) all areas are of uniform appearance with no significant bare patches, having regard to environmental conditions;
 - (iii) all edges are trimmed;
 - (iv) all areas are free from significant weed infestation; and
 - (v) grass is maintained to a uniform length of between 20 and 50 mm;
- (e) (artificial grass and synthetic surfaces): all artificial grass and synthetic surfaces are:
 - (i) free from standing water, ice, and hail;
 - (ii) free from fallen leaves, moss algae or interstitial weeds;
 - (iii) free from graffiti and vandalism;
 - (iv) maintained in accordance with the manufacturer's instructions and recommendations;
 - (v) fully fixed to the floor or substrate (as applicable);
 - (vi) maintained in such a way as to ensure that all joints within any artificial grass and synthetic surfaces and transitions between different materials do not cause a health or safety hazard;
 - (vii) free from tears, scoring, cracks or any other damage that is unsightly or could cause a health or safety hazard;
 - (viii) of a consistent appearance and free from visible patches and from all but minor surface blemishes and minor wear and tear;
 - (ix) maintained in such a way as to provide a suitable uniform surface, with minimal resistance, for wheeled trolleys, wheel chairs and any other wheeled vehicle or equipment in use in the Stadium and Sports Precinct; and
 - (x) allow adequate drainage;

(f) (flower and garden beds):

- all flower and garden beds are fully stocked with an appropriate mix of annual, perennial and display plants which require minimal maintenance and water usage and are appropriate and aesthetically pleasing throughout the year;
- (ii) all flower and garden beds are free from weeds;
- (iii) mulch depth is maintained to all flower and garden beds;
- (iv) all plants are free from disease and infestation; and
- (v) all plants are replaced as and when necessary to maintain appearance;
- (g) (trees, shrubs and hedges): all trees, shrubs and hedges are:
 - (i) trimmed, pruned and cut to maintain healthy growth and so as to minimise:
 - (A) the risk of crime and vandalism;
 - (B) the likelihood of storm and wind damage;
 - (C) obstruction to CCTV sightlines, signage and lighting; and
 - (D) the risk of fire;
 - (ii) visibly free from dead or dying branches;
 - (iii) free from disease and infestation; and
 - (iv) replaced as and when necessary to maintain appearance, having regard to commercially available stock;

- (h) (circulation routes): all paths and roadways (including gutters, drains, grates and culverts) are:
 - (i) free from standing water and mud;
 - (ii) free from fallen leaves, moss, algae or interstitial weeds; and
 - (iii) free from cigarette ends, chewing gum residue, debris, hazards and excrement;
- (i) (Litter):
 - (i) all areas are kept free of litter and debris; and
 - (ii) all litter bins are:
 - (A) filled to less than 75% capacity and free from malodour; and
 - (B) free from graffiti and vandalism; and
- (j) (Nursery): the Nursery is maintained in a manner so as not to damage or otherwise adversely affect any of the Drop-In Cricket Wickets and any equipment used by the Stadium Operator in the curation and protection of the Drop-In Cricket Wickets.

4 EVENT SUPPORT SERVICES

4.1 Overview

The Event Support Services consist of:

- (a) Pre-Event Activities;
- (b) Event Attendance; and
- (c) Post-Event Activities.

4.2 Key objectives

The key objectives for the Event Support Services are:

- (a) to provide the Event Support Services to enable the provision of Events at the times that those Events are scheduled; and
- (b) to assist the Stadium Operator and Hirers in providing Events in a manner that supports and enhances the reputation of the Stadium and Sports Precinct, the State and the Stadium Operator.

4.3 Scope

- (a) Project Co must provide the Event Support Services:
 - (i) to meet the key objectives in Section 4.2;
 - (ii) to meet the Service Standards set out in Section 4.4;
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications; and
 - (iv) otherwise in accordance with this Agreement.
- (b) Project Co must provide the Event Support Services at times necessary to ensure that there is no disruption to Stadium Activities and otherwise at any time requested by the Stadium Operator.

(c) (Pre-Event Activities):

- Project Co must participate in the pre-Event planning process, as reasonably requested by the Stadium Operator (including by attending all pre-Event meetings, including those with the Hirers) to agree the Event Support Services to be provided for that Event, which may include, but are not limited to, the services listed in Section 4.3(c)(ii).
- (ii) Project Co must configure the Stadium and Sports Precinct in accordance with the instructions of the Stadium Operator, including by:
 - (A) configuring the Seating Bowl and installing and removing Drop-In Seats;

- (B) installing physical and protective barriers, including vehicular or pedestrian barriers and protecting, to prevent Stadium Users from accessing particular areas of the Stadium and Sports Precinct;
- (C) providing Utility connections and arranging for and installing additional temporary Utility supplies;
- (D) operating operable walls;
- (E) providing suitable base and anchor points for stages, gantries and other similar infrastructure;
- (F) configuring LED Signage in accordance with the instructions of the Stadium Operator;
- (G) installing signage (other than LED Signage) in accordance with the instructions of the Stadium Operator; and
- (H) configuring any Functional Units that have multiple uses.
- (iii) At the Stadium Operator's request, Project Co must attend all pre-Event operational tests of the Stadium Systems undertaken by the Stadium Operator or Hirers.
- (iv) Project Co must undertake a full pre-Event inspection with the Stadium Operator and the Hirer of all areas of the Stadium, Sports Precinct and the Pedestrian Underpass to be used or accessed during an Event and must provide a complete and accurate report to the Stadium Operator, prior to the commencement of the Event, regarding the condition of the Stadium, Sports Precinct and Pedestrian Underpass.

(d) (Event Attendance):

- (i) Project Co must comply with any request by the Stadium Operator for:
 - (A) suitably qualified and knowledgeable Project Co Associates to attend the Stadium and Sports Precinct:
 - (1) at the times when Hirers are undertaking or requiring Bump-In and Bump-Out activities; and
 - (2) during an Event;
 - (B) a competent CCTV operator to attend the Event Control Room (as that term is defined in Schedule 12 (Design Specifications) of this Agreement) during an Event; and
 - (C) any other security personnel to attend the Stadium and Sports Precinct during an Event,

provided that the Stadium Operator has given Project Co sufficient notice to comply with the requirements of this Section 4.3(d)(i).

- (ii) Project Co Associates attending the Stadium and Sports Precinct in accordance with Section 4.3(d)(i) must be available to act solely in accordance with the directions of the Stadium Operator and Hirers.
- (iii) In addition to Section 4.3(d)(i), Project Co must provide all supervision and resources necessary to ensure that:
 - (A) Hirers can access the Stadium and Sports Precinct for the purpose of, and to undertake, Bump-In and Bump-Out activities without causing undue damage to the Stadium and Sports Precinct; and
 - (B) Project Co otherwise complies with its obligations with respect to Events under this Agreement.
- (e) (Post-Event Activities):
 - (i) Project Co must comply with any request by the Stadium Operator to attend a post-Event meeting.

- (ii) Project Co must undertake a full inspection of the Stadium, Sports Precinct and Pedestrian Underpass and report all damage and vandalism arising from the Event to the State and the Stadium Operator:
 - (A) if there is an Event on the following day, prior to the earliest time for general public admission to the Stadium for the Event; and
 - (B) at all other times, by 2pm on the day following the Event,

and prepare an Event inspection report in accordance with Section 4.3(f).

(iii) As soon as practical after an Event or at the time required by the Stadium Operator (whichever is earlier), Project Co must remove all Event-specific configurations in readiness for Pre-Event Activities for the following Event.

(f) (Event Inspection Report)

- (i) Project Co must prepare and provide a complete and accurate Event inspection report to the State Representative and the Stadium Operator by no later than 5.00pm the next Business Day after the Event has occurred, describing the pre-Event inspection and post-Event inspection undertaken in accordance with Section 4.3(e), including details of:
 - (A) any outstanding damage or vandalism at the Stadium, Sports Precinct and Pedestrian Underpass prior to the Event;
 - (B) any new damage or vandalism occurring as a result of the Stadium Activities during the Event;
 - (C) Project Co's costs incurred, or likely to be incurred, in rectifying any damage or vandalism identified under Section 4.3(f)(i)(B); and
 - (D) Project Co's reasonable opinion as to the likely cause of the damage or vandalism identified under Section 4.3(f)(i)(B).

4.4 Service Standards

- (a) Project Co must provide the Event Support Services to ensure that an Event is not cancelled or delayed as a result of a failure to provide the Event Support Services.
- (b) Project Co must provide each of the Event Support Services in accordance with, and at the times requested by, the Stadium Operator.

5 ICT AND AV SERVICES

5.1 Overview

The ICT and AV Services consist of the provision of support in relation to the ICT Systems and AV Systems to assist the Stadium Operator to undertake Stadium Activities, particularly Events and Functions.

5.2 Key objectives

- (a) The key objectives for the ICT and AV Services are:
 - to assist the Stadium Operator and Hirers in providing Events and Functions in a manner that supports and enhances the reputation of the Stadium, Sports Precinct and the State;
 - (ii) to provide high quality ICT and AV Services to the State and Stadium Operator to support Stadium Users and enhance the fan experience; and
 - (iii) to provide value for money to the State and Hirers.

5.3 Scope

- (a) Project Co must provide the ICT and AV Services:
 - (i) to meet the key objectives in Section 5.2;
 - (ii) to meet the Service Standards set out in Section 5.4;

- (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications; and
- (iv) otherwise in accordance with this Agreement.
- (b) Project Co must provide the ICT and AV Services at times necessary to ensure that there is no disruption to Stadium Activities and otherwise at any time requested by the Stadium Operator.
- (c) Project Co must provide the ICT and AV Services, including:
 - (i) providing temporary phone or data connections or other alterations to the systems as required for an Event;
 - (ii) taking all necessary actions in respect of incidents and ad-hoc or reactive service responses, including investigating and reporting;
 - (iii) retuning wireless microphone frequencies;
 - (iv) patching IP telephony numbers;
 - (v) reprogramming of IP telephony handsets;
 - (vi) reporting on ICT metering;
 - (vii) patching of data points to meet Stadium User requirements;
 - (viii) implementation and maintenance of Patron (guest) authentication services for the wireless networking;
 - (ix) implementation and management of the Spectrum Frequency Management Policy (as that term is defined in Schedule 19 (Plans) of this Agreement); and
 - (x) other ad-hoc requests by the Stadium Operator in relation to the ICT Systems or AV Systems which are not:
 - (A) Faults;
 - (B) Incidents;
 - (C) Estate Services;
 - (D) Management and Integration Services; or
 - (E) any other obligation under this Agreement.

5.4 Service Standards

Project Co must provide the ICT and AV Services, to:

- ensure the specific ICT Systems and AV Systems function as requested (within the scope and capability of the specific systems, including as set out in the Design Requirements) by the Stadium Operator for specific Stadium Activities;
- (b) ensure that the Stadium and Sports Precinct are ready and available for all Events and Functions, so that an Event or Function is not cancelled or delayed as a result of a failure by Project Co to provide the ICT or AV Services;
- (c) ensure that the delivery of Stadium Activities within a Premium Product Area, Team Facilities or Media Facilities (as those terms are defined in Schedule 12 (Design Specifications) of this Agreement) is not cancelled or delayed as a result of a failure by Project Co to provide the ICT or AV Services; and
- (d) meet the reasonable requirements of the State Representative and Stadium Operator, including in respect of the quantity, quality and timing of the delivery of supervision and resources in respect of the ICT and AV Services.

6 PEST CONTROL SERVICES

6.1 Overview

The Pest Control Services consist of:

- (a) Scheduled Pest Control Services; and
- (b) Unscheduled Pest Control Services,

within the Stadium, Sports Precinct and Pedestrian Underpass (as applicable).

6.2 Key objectives

The key objectives for the Pest Control Services are:

- (a) to deliver a comprehensive, technical, fully operational and effective Pest Control Service;
- (b) to implement Pest control measures that do not interfere with or impede the Stadium Activities; and
- (c) to minimise Pests and Pest infestations and any:
 - (i) impact on safety and food hygiene;
 - (ii) damage to the environment, land and Building Fabric; and
 - (iii) disruption to Stadium Activities.

6.3 Scope

- (a) Project Co must provide the Pest Control Services:
 - (i) to meet the key objectives in Section 6.2;
 - (ii) to meet the Service Standards set out in Section 6.4;
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications; and
 - (iv) otherwise in accordance with this Agreement.
- (b) Project Co must provide the Pest Control Services at times necessary to ensure that there is no disruption to Stadium Activities and otherwise at any time requested by the Stadium Operator.
- (c) Project Co must provide, manage and operate a comprehensive system of Pest control management in accordance with these Services Specifications, for all Pests.

(d) (Scheduled Pest Control Services):

- (i) Without limiting this Specific Service Specification, Project Co must perform the Pest Control Services, including inspections, baiting, and treatment of Pests, in accordance with the Pest Control Plan.
- (ii) Project Co must undertake a minimum of 2 scheduled Site assessments each Operating Year (with a minimum of 1 during winter and 1 during summer), which must identify and report within 1 week of a Site assessment on any:
 - (A) signs of Pests and Pest infestations; and
 - (B) issues or practices (by Project Co, the Stadium Operator or others) that create a risk of future Pest infestations.

(e) (Unscheduled Pest Control Services):

- (i) Project Co must provide Unscheduled Pest Control Services, including in response to requests by the State Representative and Stadium Operator, in respect of:
 - (A) catching, destroying (if appropriate) and safely disposing of, or relocating, Pests;
 - (B) investigating signs of Pest infestation;
 - (C) replenishing traps and baits;
 - (D) removing all evidence of Pests including excreta and cobwebs from:
 - (1) all areas over 2.2 metres above floor level;
 - (2) within light fittings; and
 - (3) other areas not reasonably accessible by the Stadium Operator's cleaning staff;

- (E) implementing reasonable measures to deter Pest infestations; and
- (F) all requests received by the FM Help Desk.

6.4 Service Standards

- (a) Project Co must provide the Pest Control Services to ensure:
 - (i) that an Event is not cancelled or delayed as a result of a failure by Project Co to provide the Pest Control Services; and
 - (ii) the Stadium and Sports Precinct comply with the Design Requirements and satisfy the FFP Warranty.
- (b) Project Co must provide safe, humane and efficient methods of catching, destroying (if appropriate) and safely disposing of, or relocating, Pests.
- (c) Project Co must ensure all Pest baits and traps are safe, tamper resistant and comply with all relevant Quality Standards.
- (d) Project Co must only use chemical treatments where other forms of preventing Pest infestations, including the use of biodegradable products, have proven to be ineffective.
- (e) Project Co must ensure that where chemicals are used, including pesticides, they:
 - (i) are approved by the State Representative;
 - (ii) are strictly controlled and monitored including, where applicable, in accordance with material safety data sheets;
 - (iii) comply with all relevant Quality Standards, policies and all relevant Laws including, where applicable, the requirement to obtain and hold Authorisations to use the pesticides;
 - (iv) are used and stored in accordance with this Agreement; and
 - (v) do not pose a risk to public safety or public health.
- (f) Project Co must provide Unscheduled Pest Control Services within the timeframes set out in the Pest Control Plan.

7 ASSET SECURITY SERVICES

- 7.1 [Not disclosed]
- 7.2 [Not disclosed]
- 7.3 [*Not disclosed*]
- 7.4 [Not disclosed]

8 UTILITIES MANAGEMENT SERVICES

8.1 Overview

The Utilities Management Services consist of:

- (a) the provision of Utility procurement and other advice to the State;
- (b) ensuring the availability and adequacy of Utility connections and standby provisions; and
- (c) cooperating with the State and the Stadium Operator in relation to the efficient consumption of Utilities.

8.2 Key objectives

The key objectives for the Utilities Management Services are:

- (a) to facilitate and enhance the carrying out of the Stadium Activities;
- (b) to ensure that the Utilities Management Services do not conflict with the provision of Stadium Activities;
- (c) to optimise the efficient use of Utilities within the Stadium and Sports Precinct and the reliability of Engineering Services;

- to provide a cost effective Utilities Management Service that maximises energy and water efficiency in the Stadium and Sports Precinct and minimises the energy and water costs of the Stadium and Sports Precinct during the Operating Phase;
- (e) to provide environmentally sustainable outcomes wherever practicable and economical; and
- (f) to ensure that the provision of all Utilities to the Stadium, Sports Precinct and Pedestrian Underpass is continuously maintained throughout the Operating Phase.

8.3 Scope

- (a) Project Co must provide the Utilities Management Services at the Stadium and Sports Precinct:
 - (i) to meet the key objectives in Section 8.2;
 - (ii) to meet the Service Standards set out in Section 8.4;
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications; and
 - (iv) otherwise in accordance with this Agreement.
- (b) Project Co must provide the Utilities Management Services so that they are available 24 hours per day throughout the Operating Year.
- (c) Without limiting this Specific Service Specification, Project Co must perform the Utilities Management Services in accordance with the Utility Services Contingency Plan and the Utility Services Conservation Plan.
- (d) Project Co must:
 - secure and maintain connections to Utilities of an adequate capacity to supply the requirements of the Stadium and Sports Precinct in accordance with this Agreement;
 - procure fuel for emergency power sources, with the costs of such treated as a Pass Through Cost in accordance with Schedule 14 (Payment Schedule);
 - (iii) cooperate with the Utilities Companies to facilitate the delivery of Utilities and associated services;
 - (iv) undertake all testing, cleaning and maintenance of fixed reticulation systems; and
 - undertake all testing, cleaning and maintenance in respect of Utilities (downstream of the Stadium USCZ connection point), as required by the Utilities Companies.
- (e) Project Co must:
 - (i) inform Stadium Personnel, relevant State Associates and Project Co Associates of the aims of the Utility Services Conservation Plan and provide guidance on its implementation; and
 - (ii) ensure Records relating to the consumption of Utilities are up to date, accurate, in a format agreed with the State Representative and available for inspection by the State, the Stadium Operator or other relevant party upon request.
- (f) Project Co must support the Stadium Operator in the development and implementation of procurement strategies, including by:
 - (i) no later than 9 Months prior to the expiry of an existing supply arrangement, or as otherwise requested by the State Representative, submitting to the State Representative a report recommending a Utilities best value procurement strategy for the procurement of Utilities by the State, which gives due consideration to purchasing Utilities derived from renewable sources where possible; and
 - (ii) providing consumption reports and statistics as reasonably requested by the Stadium Operator.

- (g) If supply to the Stadium and Sports Precinct of any Utility is subject to an interruption (including a Utility Interruption) for any reason, Project Co must notify the State Representative and the Stadium Operator of the failure not more than 5 minutes after:
 - (i) the failure is reported to the FM Help Desk; or
 - (ii) the time when Project Co or any Project Co Associate becomes aware, or ought reasonably to have become aware, of the interruption.
- (h) As soon as possible after any interruption to a Utility, Project Co must provide the State Representative and the Stadium Operator (to the extent reasonably possible), with details as to the:
 - (i) cause;
 - (ii) likely duration; and
 - (iii) steps being taken by Project Co or any third parties to rectify the cause, or otherwise minimise the impact on the Stadium and Sports Precinct,

of the interruption.

(i) Project Co must inform the State Representative and the Stadium Operator 14 days prior to, or at least as soon as it is aware of, all scheduled interruptions to any Utility at the Site whether or not it may affect the Stadium Activities. Project Co must also detail its proposed mitigation strategy (including minimising the impact on the Stadium Activities) and implement the agreed mitigation strategy at its cost.

8.4 Services Standards

Project Co must:

- (a) provide the Utilities Management Services to ensure:
 - (i) that an Event is not cancelled or delayed as a result of a failure by Project Co to provide the Utilities Management Services; and
 - (ii) the Stadium and Sports Precinct comply with the Design Requirements and satisfy the FFP Warranty;
- (b) ensure that continuous connections are maintained to all Utilities 24 hours per day throughout the Operating Year including to fully support the Stadium Activities; and
- (c) ensure the continuous availability of standby essential electrical power supplies, associated Consumables and other standby provisions in accordance with the Utility Services Contingency Plan.

9 FM HELP DESK SERVICES

9.1 Overview

The FM Help Desk Services consist of:

- (a) all services in respect of the FM Help Desk;
- (b) receiving, actioning and monitoring the progress of all requests and reported Issues relating to the Services provided by Project Co; and
- (c) communicating progress back to FM Help Desk Users in respect of all requests and Issues.

9.2 Key objectives

The key objectives for the FM Help Desk Services are:

- (a) to ensure that the FM Help Desk is fully integrated and acts as a communication hub for all matters relating to the Services;
- (b) to provide a FM Help Desk which is effective, flexible and efficient in coping with varying demands;
- (c) to facilitate responses to Service requests and reported Issues in accordance with Make Safe, Remedy and Rectification requirements, as applicable;
- (d) to provide FM Help Desk reports to the State and Stadium Operator in accordance with the requirements of this Agreement or on an as required basis;

- (e) to provide a high level of customer care to all Stadium Users; and
- (f) to provide FM Help Desk Services that utilise resources to the maximum benefit of the State and with minimal disruption to the Stadium Activities.

9.3 Scope

- (a) Project Co must provide the FM Help Desk Services:
 - (i) to meet the key objectives in Section 9.2;
 - (ii) to meet the Service Standards as set out in Section 9.4;
 - (iii) in accordance with the Management and Integration Services in Part D of these Services Specifications; and
 - (iv) otherwise in accordance with this Agreement.
- (b) Project Co must provide the FM Help Desk Services so that they are available 24 hours per day throughout the Operating Year.
- (c) The FM Help Desk must be located at the Stadium on Event Days and at all other times when Bump-In and Bump-Out activities are being undertaken at the Stadium and Sports Precinct.
- (d) The FM Help Desk must form the day-to-day notification interface between the State and Stadium Operator (on the one hand) and Project Co (on the other), in relation to the following matters:
 - the reporting of all queries and requests relating to the Services, including requests made for Minor Works in accordance with the terms of this Agreement;
 - (ii) the notification of complaints from the State or any of the FM Help Desk Users relating to the Services;
 - (iii) the notification of Issues by the State or by a FM Help Desk User and classification of Issues;
 - (iv) any requests for temporary changes to the delivery and scope of the Services by the State or the Stadium Operator;
 - (v) the monitoring of Alarms, Security Systems and BMS (as appropriate);
 - (vi) the issue of instructions and notices by the State or the Stadium Operator in relation to this Agreement;
 - (vii) any requests for information relating to the operation of the FM Help Desk;
 - (viii) the update of progress in relation to any Issues notified to the FM Help Desk; and
 - (ix) the direction of all calls not relating to the Services as instructed by the State or the Stadium Operator from time to time.
- (e) The FM Help Desk must comprise a staffed facility for receiving, logging and responding appropriately to direct verbal, telephone, letter, facsimile, e-mail, webbased applications and other forms of communications, including by automatically notifying each FM Help Desk User when a job is logged and liaising with FM Help Desk Users on the progress of the job.
- (f) The FM Help Desk must ensure all non-Service related communications received by the FM Help Desk are communicated expediently to the most appropriate representatives of the State and the Stadium Operator.
- (g) Project Co must, following the completion of the initial FM Help Desk Procedures and FM Help Desk Instructions and of any updates, ensure that:
 - all FM Help Desk staff receive training in relation to the FM Help Desk Procedures as part of their induction and, as required from time to time, are trained to assess the likely classification of Issues reported to the FM Help Desk;
 - (ii) all FM Help Desk Users, Stadium Personnel, relevant State Associates and all Project Co Associates receive training in relation to the FM Help

Desk Instructions as part of their induction and, otherwise as required from time to time; and

- (iii) all FM Help Desk staff comply with appropriate codes of conduct as specified in the Policies and Procedures Manual.
- (h) Project Co must log all requests made and the Issues reported to the FM Help Desk and must record all relevant details, including the following information:
 - (i) the name and location of the person logging the request or Issue;
 - (ii) the date and time the request was made or Issue was reported;
 - (iii) the location of the Functional Unit or Functional Area (as applicable) affected by the Issue;
 - (iv) the nature of the request or Issue;
 - (v) any systems affected by the Issue;
 - (vi) any action required;
 - (vii) the classification of the Issue including any subsequent changes in classification, in accordance with Schedule 14 (Payment Schedule) of this Agreement;
 - (viii) a unique request reference;
 - details relating to any extensions of the Make Safe Time, Rectification Period or Remedial Period (including authorisation of any Temporary Repair) in accordance with Section 3.8 of Schedule 14 (Payment Schedule) of this Agreement;
 - (x) the date and time the request was passed to the relevant Services Provider;
 - (xi) any Make Safe, Temporary Repair, Permanent Repair, Rectification or Remedy (as applicable) action taken;
 - (xii) details of any further action or monitoring required to ameliorate the risk of future, related or consequential Issues;
 - (xiii) where applicable:
 - (A) the actual time to Make Safe the Availability Failure or Performance Failure, as applicable;
 - (B) the actual time to Rectify the Availability Failure or Performance Failure, as applicable; or
 - (C) the actual time to Remedy the Incident Failure; and
 - (xiv) the name(s) of the person(s) acting on behalf of Project Co who undertook (to the extent applicable) the Make Safe, Rectification, Temporary Repair, Permanent Repair, or Remedy (as applicable).
- (i) Project Co must implement an immediate call forward response in accordance with the Stadium Operator's instructions to all issues and calls received which do not relate to Project Co's responsibilities under these Services Specifications.
- (j) Project Co must maintain a log of all calls received that relate to an emergency incident or other incident that has the potential to threaten life or personal safety, irrespective of whether the call relates to Project Co's responsibilities under these Services Specifications. The log must record, as a minimum:
 - (i) the name and location of the person making the call;
 - (ii) the date and time of the call;
 - (iii) the nature of the emergency; and
 - (iv) all actions undertaken by Project Co in respect of the call, including details of communications with any other parties, including any emergency services.
- (k) Project Co must inform the FM Help Desk User of the proposed course of action and applicable Make Safe Time, Temporary Repair, Permanent Repair, Initial

Rectification Period, Initial Remedial Period, Further Rectification Period or Further Remedial Period (if applicable). The FM Help Desk must co-ordinate the appropriate response to all requests.

- (I) Project Co must ensure that the relevant Services Provider responds to the Issue reported and, on completion of the remedial activity, inform the FM Help Desk User of:
 - (i) the actual time to Make Safe the Availability Failure or Performance Failure, as applicable;
 - (ii) the actual time to Rectify the Availability Failure or Performance Failure, as applicable; or
 - (iii) the actual time to Remedy the Incident Failure.
- (m) Project Co must ensure:
 - the FM Help Desk system sends an automated confirmation to the FM Help Desk User immediately after a job is successfully logged, and also sends a copy to the State and the Stadium Operator. The confirmation must contain, as a minimum:
 - (A) the information set out in Section 9.3(h) (to the extent that information is reasonably available at that time); and
 - (B) the anticipated Make Safe Time, Rectification Period or Remedial Period (as applicable);
 - (ii) the FM Help Desk User is kept informed should the information provided in Section 9.3(m)(i) change; and
 - (iii) once information has been logged with the FM Help Desk, that entries cannot be amended unless there is a system in place to record the:
 - (A) exact nature and impact of the amendment;
 - (B) reason for the amendment;
 - (C) name of the person who made the amendment; and
 - (D) name of the person who authorised the amendment.
- (n) In addition to the requirements described in Section 9.3(m), and in accordance with any specific instructions from the Stadium Operator, Project Co must immediately advise the Stadium Operator of all calls received from particular Stadium Users or Functional Units during an Event or Function and keep the Stadium Operator informed of the progress of all associated Project Co actions in response to such calls.
- (o) Project Co must:
 - (i) ensure that the State and Stadium Operator are given full live electronic read and print only access to all FM Help Desk records at all times;
 - ensure that an appropriate back-up system is in place to ensure that FM Help Desk data and records cannot be lost or destroyed as a result of software or system failures or any other occurrence. The back-up system need not be maintained on a real-time basis, but must be backed up daily; and
 - (iii) provide the State and the Stadium Operator with a soft and hard copy of the FM Help Desk data and records as part of the Weekly Performance Report.

9.4 Services Standards

- (a) Project Co must provide the FM Help Desk Services to ensure:
 - (i) that an Event is not cancelled or delayed as a result of a failure by Project Co to provide the FM Help Desk Services; and
 - (ii) the Stadium and Sports Precinct comply with the Design Requirements and satisfy the FFP Warranty.

- (b) Project Co must ensure that the FM Help Desk provides an appropriate and timely acknowledgment of each communication, having regard to the nature and importance of the request for assistance, including:
 - providing a personal, non-automated answer to each telephone call within 30 seconds for 75% of the calls in any Month, with a maximum of 45 seconds for all calls;
 - (ii) confirming receipt of electronic mail or other forms of electronic communication within 5 minutes or receipt of the electronic communication; and
 - (iii) answering other written communications within 5 Business Days of receipt of the relevant correspondence.
- (c) Project Co must ensure that the length of time required to log a request or an Issue by telephone call to the FM Help Desk does not exceed:
 - (i) 4 minutes on average in any Month; and
 - (ii) 6 minutes for any call.

Part D - Management and Integration Services

1 GENERAL

Project Co must:

- (a) provide the Services in a manner that ensures all of the elements of each of the Services are fully integrated and interoperable and are delivered as a seamless single service;
- (b) ensure that the Services are performed in a unified, demonstrable and consistent manner that facilitates the carrying out of the Stadium Activities;
- (c) establish and implement those processes and systems that may be required so that the Services can be performed to meet the requirements of this Agreement, including the requirements in Sections 1(a) and 1(b) above. Project Co must ensure that:
 - (i) those processes and systems are fully documented within the Operating Phase Plans;
 - (ii) the content of the Operating Phase Plans is consistent with the provision of the Services in a manner that is fully integrated with the Stadium Activities and the delivery of Functions and Events;
 - (iii) the Services are fully integrated with the Stadium Activities and the delivery of Functions and Events, and the Operating Phase Plans reflect and facilitate that; and
 - (iv) the Stadium Personnel and relevant State Associates can easily and efficiently access Project Co's systems and processes, as required from time to time, in order to support the State's and the Stadium Operator's effective delivery of Functions and Events;
- (d) ensure that all Stadium Users can indirectly receive the benefit of the Services easily and simply without needing to understand Project Co's internal resourcing, internal allocation of responsibility and contracting arrangements in respect of the provision of the Services;
- (e) ensure that there is an effective alignment between all of the elements of each of the Services, ensuring that there are no overlaps or gaps between the performance of each of the Services;
- (f) advise the State Representative of the breach of any Laws or Authorisations that affect the ability of Project Co to provide the Services in a safe, legal and effective manner within 1 day of the date Project Co became, or should reasonably have become, aware of such breach; and
- (g) perform the Management and Integration Services in accordance with the requirements of this Specific Service Specification.

2 MANAGEMENT

Project Co must:

- (a) provide leadership, active management and supervision in respect of the performance of each of the Services;
- (b) establish and maintain an organisational structure that ensures roles are created and assigned to Project Co Associates with skills and abilities appropriate to ensure the Services are provided as a complete, integrated and interoperable service. Project Co must provide an organisational chart to the State that depicts that organisational structure, and provide an updated chart as it changes from time to time; and
- (c) establish and maintain an integrated service culture that prioritises quality outcomes for all Stadium Users. Project Co must ensure that Project Co Associates provide reasonable assistance as requested by the State, or by Stadium Personnel authorised by the Stadium Operator or the State, to ensure the alignment of the provision of the Services with the delivery of Functions and Events, so that no gaps exist between the two, and attend any meetings called by

the State, the Stadium Operator or authorised Stadium Personnel to discuss alignment issues.

3 INTERFACE WITH THE STADIUM OPERATOR

3.1 Support for Stadium Operator's cleaning activities

Project Co must:

- provide ongoing advice to the Stadium Operator on the appropriate cleaning methods, processes, chemicals and equipment the Stadium Operator must use when cleaning the Stadium, Sports Precinct and Pedestrian Underpass so as to not affect Project Co's ability to comply with its obligations under this Agreement;
- (b) undertake an inspection of the Stadium Operator's cleaning activities at least monthly; and
- (c) immediately advise the State Representative and the Stadium Operator if it becomes aware that the Stadium Operator's cleaning activities may be having a detrimental impact on the ability of any element of the Stadium or the Sports Precinct to achieve the assumptions within the Operating Phase Lifecycle Maintenance Plan.

3.2 Sports Precinct Event Cleaning

- (a) No more than 1 hour prior to the commencement of the Event Cleaning Time or at the time agreed between Project Co and the Stadium Operator, and as reasonably requested by the Stadium Operator, Project Co must undertake an inspection of the Sports Precinct with the Stadium Operator to agree that Project Co has cleaned the Sports Precinct of all litter and debris.
- (b) If the Stadium Operator does not agree (acting reasonably) that Project Co has cleaned the Sports Precinct of all litter and debris in accordance with Section 3.2(a), Project Co must clean the Sports Precinct of the remaining litter and debris. If Project Co fails to clean the Sports Precinct of the remaining litter and debris to the reasonable satisfaction of the Stadium Operator within the Initial Remedial Period, then Project Co must reimburse the Stadium Operator for the associated costs incurred by the Stadium Operator in removing such litter and debris.
- (c) No more than 1 hour prior to the end of the Event Cleaning Time, and as reasonably requested by the Stadium Operator, Project Co must undertake an inspection of the Sports Precinct with the Stadium Operator to agree that the Stadium Operator has cleaned the Sports Precinct of all litter and debris arising from the Event.
- (d) [Not disclosed]

4 COMMUNICATIONS AND STAKEHOLDER MANAGEMENT

Project Co must consult with the State Representative, the PTA and the Stadium Operator for the purpose of developing and implementing clear communication and engagement policies and procedures in relation to the Services.

5 WORK METHOD STATEMENTS

Without limiting Part F, Section 7 of these Services Specifications, all new Work Method Statements and revisions to Work Method Statements already agreed with the Stadium Operator (including any practices which may impact upon the Stadium Operator's ability to carry out the Stadium Activities) must be approved by the Stadium Operator prior to any such new or revised Work Method Statement being implemented. The Stadium Operator's approval will not be unreasonably withheld, however, prior to granting its approval, the Stadium Operator may require the Work Method Statement to be reasonably amended to accommodate the Stadium Activities.

6 HEALTH AND SAFETY

Without limiting Clause 10 of this Agreement, Project Co must:

(a) ensure that all Project Co Associates have suitable and appropriate personal protective equipment, uniforms and work wear including uniforms, gloves, goggles, plastic aprons and appropriate footwear;

- (b) ensure all Project Co Associates are trained in accordance with Project Co's health and safety policies and procedures and with the appropriate elements of the Stadium Operator's health and safety requirements;
- (c) operate and manage a "Permit to Work" system for Services where required by Law, Best Operating Practices or any applicable Stadium Operator policies; and
- (d) ensure that all Project Co Associates comply with the "Permit to Work" system referred to in Section 6(c).

7 GOVERNANCE AND REVIEW

- (a) Project Co must establish and maintain a governance framework as described in this Section 7, which is separate from its operational structure to, amongst other things, assist in the development of valued additional outcomes to the State in respect of the provision of the Services.
- (b) Project Co must establish and maintain separate governance frameworks that:
 - (i) provide oversight and review of the delivery of each of the Services, with a focus on supporting the State and the Stadium Operator in the performance of the Stadium Activities and achievement of quality outcomes for all Stadium Users; and
 - (ii) provide regular expert and quality reviews in relation to the performance of each of the Services, the details of the reviews for any Operating Year to be detailed in the Annual Services Plan.
- (c) Project Co must seek and, if provided, include the State's and the Stadium Operator's input for any of its governance or Services quality reviews.
- (d) In discharging its obligations under Section 7(c), Project Co must:
 - ensure that relevant Stadium Personnel and relevant State Associates are consulted with, and then advised of, the actions performed by Project Co (including by arranging meetings between senior Project Co Associates, relevant Stadium Personnel and relevant State Associates); and
 - (ii) consult and seek input from the relevant Stadium Personnel and relevant State Associates who are connected to the provision of the Services that are being reviewed.

8 INFORMATION MANAGEMENT

Project Co must:

- (a) manage all information and documents relevant to the provision of the Services (including Records) in accordance with the *State Records Act 2000* (WA) and this Section 8. Project Co must ensure the security, integrity and accuracy of such information and documents;
- (b) unify, align and coordinate the form of documentation used throughout the Services to ensure a seamless provision of the Services and a single point of search, indexing and referencing is available, including the consistent use of common forms for similar services or functions, common filing and referencing and consistent use of keywords, searching and meta data (where appropriate);
- (c) ensure all information and documents relevant to the provision of the Services (including Records) are compatible with the State's document management system;
- (d) when requested by the State, provide information to the State in a timely manner for the purposes of internal and external public relations, media enquiries, freedom of information requests and other information requests, including requests from the State;
- (e) prepare a draft response for the State to all urgent and routine ministerial briefs, parliamentary questions and media inquiries relating to the Stadium and Sports Precinct as requested by the State Representative; and

(f) protect all electronic data used or generated through its provision of the Services in accordance with Good Industry Practice, and store this data in a secure and safe location, including ensuring Records are backed-up daily.

9 CONTINUOUS IMPROVEMENT AND INNOVATION

- (a) Project Co must use all reasonable opportunities to continually improve its provision of the Services, including improving the Stadium Operator's ability to deliver the Stadium Activities and achieving cost efficiencies in the provision of the Services.
- (b) Project Co must seek to provide innovation in the delivery of the Services. This innovation must provide cost-savings to the Services through improvement or efficiency rather than decreased volume or service and must not compromise the intent of this Specific Service Specification.
- (c) In seeking to implement innovation in the performance of the Services, Project Co must consider:
 - the scope, standards and legislative requirements for each Service and the Services as a whole, including relevant Laws and Quality Standards, the Service Standards, and the requirements of Schedule 14 (Payment Schedule) of this Agreement;
 - (ii) the impact of such requirements on the performance of the Services and any interfaces with the Services, including the Stadium Activities;
 - (iii) risk management issues;
 - (iv) any health and safety issues;
 - (v) Stadium User and stakeholder feedback, including complaints management;
 - (vi) environmental impacts;
 - (vii) the effect of technology;
 - (viii) the means of optimising resources and reducing whole of life costs;
 - (ix) the effect on Stadium Users; and
 - (x) the means of improving Service delivery, processes, reliability, monitoring and reporting.
- (d) Project Co must manage all of the reasonably foreseeable risks arising from or as part of the delivery of the Services.
- (e) Project Co must ensure that risk documentation, including the risk register, is updated monthly to incorporate risk management of all relevant Issues and the current and future delivery approach to the Services and ensure changed circumstances or delivery processes are promptly included.
- (f) Project Co must document all policies and procedures in the Risk Management Plan and manage all of the Services to ensure risk mitigation strategies are carried out in accordance with that plan.

10 PERSONNEL HUMAN RESOURCE MANAGEMENT

- (a) Project Co must ensure that its human resource systems and policies for the management of Project Co Associates:
 - are compatible with the DBFM Project Objectives and the Operating Phase Objectives (as those terms are defined in Schedule 12 (Design Specifications) of this Agreement) and ensure that Project Co Associates understand, value and adopt these objectives;
 - (ii) actively develop and support a healthy workplace culture that is free of harassment, bullying and unethical and criminal behaviour; and
 - (iii) provide a comprehensive human resource service that is consistent with Good Industry Practice.
- (b) Project Co must develop and implement policies and procedures for Project Co Associates to effectively manage:

- alcohol and drug use at the Stadium and Sports Precinct, including Project Co Associates suspected of being affected by alcohol and drugs while at work;
- (ii) misconduct by Project Co Associates, including inappropriate use of computer systems;
- (iii) criminal conduct and alleged criminal conduct by Project Co Associates;
- (iv) harassment and bullying, including compliance with the *Equal Opportunity Act 1984* (WA) and OHS Laws; and
- (v) appointment pre-requisites or testing, including 100-point identification checks, driver's licence checks, criminal record screening programs and pre-employment screening as required under the *Working with Children* (*Criminal Record Checking*) Act 2004 (WA), where appropriate.
- (c) Project Co must comply with the policies and procedures developed as described above and notify the State Representative within 1 Business Day of any behaviours or checks described in Sections 10(b)(i) to (v), and detail any behaviours or checks in the Weekly Performance Report.
- (d) Project Co must:
 - ensure that all Project Co Associates are of good character, hold appropriate qualifications or have received appropriate training for their intended duties and provide evidence of such qualifications and training to the State Representative as reasonably requested;
 - (ii) ensure that Project Co Associates are appropriately attired in uniforms and observe appropriate standards of personal demeanour, presentation and customer service;
 - (iii) ensure that Project Co Associates display identification of their name and employer's name at all times while on duty;
 - (iv) ensure that Project Co Associates maintain a high standard of personal hygiene commensurate with their allocated tasks;
 - (v) ensure that all Project Co Associates are trained in relation to the performance of the Services that they are required to perform, including complying with the Services Training and Induction Program, and that those Project Co Associates are adequately instructed;
 - (vi) release Project Co Associates as may be required from time to time to attend obligatory Stadium Operator training. Project Co must, at its own expense, provide suitably trained replacement staff so as not to compromise the level or quality of the Services delivery during any absences of staff for the purpose of attendance at Stadium Operator training;
 - (vii) maintain documentary evidence of all licences and training records necessary to demonstrate the competencies of all persons used to deliver the Services; and
 - (viii) implement policies and procedures that promote positive interaction between Project Co Associates and Stadium Users, where each is treated with respect by the other.

11 TRAINING

- (a) Project Co must ensure Project Co Associates are trained and instructed with regard to the following:
 - (i) the task that the individual has to perform;
 - the provisions of these Services Specifications relevant to the duties to be performed;
 - (iii) the standing instructions and relevant State policies for the Services;
 - (iv) all relevant health and safety hazards, rules, policies and procedures concerning health and safety at work and all other requirements of OHS Laws;

- (v) the need for Project Co Associates to show courtesy and consideration at all times;
- (vi) improving energy and resource efficiency within the Stadium and Sports Precinct in line with mandatory standards and requirements;
- (vii) layout of the Stadium and Sports Precinct;
- (viii) the FM Help Desk Procedures described in the Policies and Procedures Manual;
- (ix) the safety and security procedures described in the Policies and Procedures Manual, including fire and other emergency procedures;
- (x) appropriate lines of communication and decision making between Project Co and the State and the Stadium Operator; and
- (xi) the Policies and Procedures Manual.
- (b) Project Co must ensure that all Project Co Associates, Stadium Personnel and State Associates who are users of specific software or systems are trained and instructed to use such software or systems.

12 STADIUM SYSTEMS

- (a) With respect to all Stadium Systems, Project Co must maintain all software, hardware and licences necessary to ensure:
 - (i) the Stadium Systems operate in accordance with the Design Requirements, the Completion Criteria and any applicable manufacturer's specifications and warranties; and
 - (ii) the Stadium Systems remain compliant with all applicable copyright and licence obligations.
- (b) Project Co must provide systems tuning and recommissioning of applicable Stadium Systems, in accordance with the Management and Integration Services Plan.
- (c) In performing Services in respect of the Stadium Systems, Project Co must:
 - (i) ensure qualified specialists and continuous manufacturer support is available; and
 - (ii) notify the State Representative immediately should manufacturer support lapse due to discontinued products or for any other reason.

13 ENVIRONMENTAL MANAGEMENT

- (a) During the Operating Phase, Project Co must perform the Services in accordance with and implement the Operational Environmental Management Plan and the Environmental Management Documents that apply during the Operating Phase.
- (b) Project Co must ensure that information is readily available to educate and inform Stadium Users about the ESD Initiatives and sustainability features of the Stadium and Sports Precinct.

14 CONTRACT MANAGEMENT

Project Co must:

- (a) without limiting Clause 48 of this Agreement, maintain all Records and information relating to contracts and contractor performance in a form that enables the State to view the Records and audit the performance of the suppliers and Subcontractors as required by this Agreement; and
- (b) establish appropriate delegation authority within its management structure to ensure it maintains clarity of authority and decision making.

15 EMERGENCY MANAGEMENT

Project Co must cooperate with the Stadium Operator to develop and implement the Stadium Operator's Emergency Management Plan in accordance with Part F, Section 8.4 of these Services Specifications, including:

- (a) assisting in the preparation of the Stadium Operator's Emergency Management Plan in cooperation with the State and the Stadium Operator, Western Australian Police, the Department of Fire and Emergency Services and other Emergency Services (as appropriate and necessary), taking into account the Crisis or Major Incident Plan (to be prepared by Project Co in accordance with Schedule 19 (Plans) of this Agreement).
- (b) preparing and updating elements of the Stadium Operator's Emergency Management Plan relating to the Services as required by the Stadium Operator;
- (c) as a minimum, undertaking annual tests of Project Co's contingency plans detailed in the Stadium Operator's Emergency Management Plan in respect of the Services at times agreed with the Stadium Operator;
- (d) ensuring all Project Co Associates participate in fire drills, emergency scenario testing and evacuations carried out in accordance with all applicable Laws, Quality Standards and as otherwise required by the State and Stadium Operator;
- (e) reporting all fire risks (including bushfire risks) that are identified as pertaining to the Stadium and Sports Precinct; and
- (f) responding to any reports of fire risks to the Stadium and Sports Precinct immediately.

16 BUILDING INFORMATION MODELLING

During the Operating Phase, Project Co must:

- store and maintain the DBFM Asset Information and associated processes so that it is current at all times and so that it is compiled into a single DBFM Asset Information source;
- (b) update the DBFM Asset Information to reflect all works undertaken in relation to:
 - (i) the Estate Services; and
 - (ii) any works or changes undertaken by the Stadium Operator or the State;
- (c) ensure that the DBFM Asset Information is available at all times for reuse, including reuse by the Stadium Operator and the State; and
- (d) update the BIM process standards to ensure they meet or exceed the Quality Standards or any applicable industry guidelines,

to the extent required in accordance with the Design Requirements.

17 VARIABLE RESOURCING AND MANAGEMENT

- 17.1 [Not disclosed]
- 17.2 [Not disclosed]
- 17.3 [Not disclosed]
- 17.4 [Not disclosed]
- 17.5 [*Not disclosed*]
- 17.6 [Not disclosed]
- 17.7 [Not disclosed]
- 17.8 [Not disclosed]

Part E - Performance Monitoring

1 PERFORMANCE MONITORING AND REPORTING

1.1 **Performance assessment and monitoring against Services Specifications**

- (a) Project Co must undertake comprehensive and complete self-monitoring and assessment of its performance and delivery of the Services (including Services delivered by Project Co Associates) and otherwise in accordance with the Performance Monitoring Program described in Section 1.2 below.
- (b) The self-monitoring and assessment undertaken by Project Co in accordance with Section 1.1(a) must include inspections and audits conducted in compliance with Clause 23.3 of this Agreement.
- (c) Project Co must provide the State Representative with continuous read and print access to all information, reports and data used by Project Co in measuring its performance under the Performance Monitoring Program, by means of a web-portal or similar.

1.2 Performance Monitoring Program

Project Co must provide to the State, at the commencement of each Operating Year, a Performance Monitoring Program in accordance with the requirements of Part F, Section 8.16 of these Services Specifications.

1.3 Performance Reporting

Project Co must provide comprehensive and complete reporting on its self-monitoring and assessment in accordance with this Part E, including:

- the preparation and submission of the Weekly Performance Report in accordance with the requirements of Part F, Sections 1.1 and 2 of these Services Specifications;
- (b) the preparation and submission of the Monthly Performance Report in accordance with the requirements of Part F, Sections 1.2 and 4 of these Services Specifications;
- (c) the preparation and submission of the Annual Report in accordance with the requirements of Part F, Sections 1.3 and 5 of these Services Specifications; and
- (d) the provision and maintenance of the Performance Reporting System described in Section 1.4.

1.4 Performance Reporting System

Project Co must provide and maintain a single, electronic, fully verifiable system that is able to accurately measure and demonstrate Project Co's performance of all of the Services. This system must:

- (a) be fully visible to and accessible by the State in read-only format at all times;
- (b) meet the requirements of Section 1.1;
- (c) capture all information required by Project Co to prepare and submit the Weekly Performance Report, Monthly Performance Report and Annual Report in accordance with the relevant requirements of Part F of these Services Specifications;
- (d) ensure all inputs are gathered at the point of initiation and delivery; and
- (e) ensure all Records relied on to demonstrate delivery or performance (including the history of and reason for all edits or changes to monitoring status) are fully reconcilable and auditable.

1.5 Errors in Performance Reporting

- (a) If there is any error or omission in the:
 - (i) Weekly Performance Report for any week;
 - (ii) Monthly Performance Report for any Month; or
 - (iii) Annual Report for any Operating Year;

except in the circumstances referred to in Section 1.5(c) below, the State must notify Project Co of the error or omission within 2 Months of the relevant Weekly Performance Report, Monthly Performance Report or Annual Performance Report being received by the State.

- (b) Once Project Co has received notice under Section 1.5(a), Project Co and the State Representative must consult for the purpose of agreeing an amendment rectifying the error in the Weekly Performance Report, Monthly Performance Report or Annual Report (as applicable) to be implemented, including carrying out any consequential adjustment to the calculation of the Monthly Services Payment. In the event the parties cannot agree an amendment within 20 Business Days of Project Co receiving notice under Section 1.5(a), the matter is to be referred to the Independent Expert for determination in accordance with Clause 45 of this Agreement.
- (c) If Project Co fails to monitor or accurately report a Fault, an Incident, a Performance Failure, Availability Failure, Incident Failure or an Unscheduled Service request in a Monthly Performance Report then, without prejudice to the Abatement to be made in respect of the relevant Fault or Incident (if any), the failure to monitor or report the Fault, Incident, Performance Failure, Availability Failure, Incident Failure or Unscheduled Service request will be deemed to be a new Incident Failure, except as set out in Schedule 14 (Payment Schedule) of this Project Agreement.

Part F - Operating Phase Plans

1 OVERVIEW

1.1 Weekly Performance Report

- (a) Project Co must prepare a Weekly Performance Report, in accordance with Section 2, during the Operating Phase.
- (b) Project Co must prepare and submit a complete and accurate Weekly Performance Report for the previous week to the State by 5:00pm each Monday.
- (c) Project Co must prepare and submit to the State:
 - a draft template of the Weekly Performance Report for review in accordance with Schedule 3 (Review Procedures) of this Agreement no later than 6 Months prior to the date upon which it reasonably expects to achieve Technical Completion;
 - a final template of the Weekly Performance Report for review in accordance with Schedule 3 (Review Procedures) of this Agreement no later than 2 Months prior to the date upon which it reasonably expects to achieve Commercial Acceptance; and
 - (iii) an updated template of the Weekly Performance Report for review as reasonably requested by the State Representative during the Operating Phase.

1.2 Monthly Operating Documents

Project Co must prepare and submit (as applicable) the following complete and accurate documents in relation to the Operating Phase:

- (a) a Monthly Services Plan in accordance with Section 3;
- (b) a Monthly Performance Report in accordance with Section 4; and
- (c) Project Co must prepare and submit to the State:
 - a draft template of the Monthly Performance Report for review in accordance with Schedule 3 (Review Procedures) of this Agreement no later than 6 Months prior to the date upon which it reasonably expects to achieve Technical Completion;
 - a final template of the Monthly Performance Report for review in accordance with Schedule 3 (Review Procedures) of this Agreement no later than 2 Months prior to the date upon which it reasonably expects to achieve Commercial Acceptance; and
 - (iii) an updated template of the Monthly Performance Report as reasonably requested by the State Representative during the Operating Phase or as otherwise required by these Services Specifications.

1.3 Annual Operating Documents

- (a) Project Co must prepare, submit and update (as applicable) the following complete and accurate plans in relation to the Operating Phase:
 - (i) the Annual Reports in accordance with Section 5,
 - (ii) the Policies and Procedures Manual in accordance with Section 8;
 - (iii) the Performance Monitoring Program in accordance with Section 8.16;
 - (iv) the Operating Phase Lifecycle Maintenance Plan in accordance with Section 9;
 - (v) the Annual Services Plan in accordance with Section 10;
 - (vi) the Operating and Maintenance Manuals in accordance with Section 11;
 - (vii) the Handover Package in accordance with Section 11;
 - (viii) the Security Risk and Threat Assessment Plan in accordance with Schedule 19 (Plans); and

(ix) the Security Management and Treatment Plan in accordance with Schedule 19 (Plans),

(together the Annual Operating Documents).

- (b) Project Co must prepare and submit to the State:
 - (i) first drafts of the Annual Operating Documents for review in accordance with Schedule 3 (Review Procedures) of this Agreement no later than 12 Months prior to the date upon which it reasonably expects to achieve Technical Completion;
 - (ii) final drafts of the Annual Operating Documents for review in accordance with Schedule 3 (Review Procedures) of this Agreement no later than 6 Months prior to the date upon which it reasonably expects to achieve Technical Completion;
 - (iii) final versions of the Annual Operating Documents for review in accordance with Schedule 3 (Review Procedures) of this Agreement no later than 2 Months prior to the date upon which it reasonably expects to achieve Commercial Acceptance; and
 - (iv) updated versions of the Annual Operating Documents for review in accordance with Schedule 3 (Review Procedures) of this Agreement:
 - (A) during the Operating Phase, no later than 3 Months prior to the end of each Operating Year, unless:
 - (1) Project Co gives notice in writing to the State Representative, no later than 4 Months prior to the end of the relevant Operating Year that, in Project Co's reasonable opinion, the Annual Operating Documents are up to date; and
 - (2) the State Representative gives notice in writing to Project Co, no later than 3 Months prior to the end of the relevant Operating Year that, it agrees with Project Co's opinion under Section 1.3(b)(iv)(A)(1); and
 - (B) as otherwise required by these Services Specifications or reasonably requested by the State Representative.

1.4 Format

- (a) Project Co must submit the Operating Phase Plans in the following format:
 - (i) 2 hard copies;
 - (ii) 1 electronic version in .pdf format; and
 - (iii) 1 electronic version in original format (in accordance with Section 1.4(b)).
- (b) The electronic version in original format of any Operating Phase Plans must be an electronic version of that document in the format of the software in which the document was originally created, that has been configured to allow the person to whom the electronic version is provided to access and amend the information contained therein in the same manner as could the original creator(s) of that document.

1.5 General

- (a) The Operating Phase Plans submitted in accordance with these Services Specifications must be:
 - (i) where relevant, consistent with the bid components of the Operating Phase Plans set out in Attachment 4 (Operating Phase Plans) of this Agreement; and
 - (ii) prepared and submitted in accordance with Good Industry Practice.
- (b) Project Co must comply with and provide all Services in accordance with the then current version of each Operating Phase Plan.

2 WEEKLY PERFORMANCE REPORT

- (a) The Weekly Performance Report must provide a summary of the following events for the relevant week:
 - (i) activation by the BMS of any nominated alarm;
 - (ii) activation of any security alarm;
 - (iii) Priority 0 Faults and Priority 1 Faults that have occurred;
 - (iv) Faults that result from loss or damage caused by Stadium Users;
 - (v) Faults or Incidents, including Service Failures;
 - (vi) a soft copy of the FM Help Desk data and records in accordance with Part C, Section 9.3(o)(iii) of these Services Specifications;
 - (vii) details of any behaviours and checks in accordance with Part D, Section 10(c) of these Services Specifications;
 - (viii) any Security Issues; and
 - (ix) any complaints.
- (b) A Weekly Performance Report must be submitted irrespective of whether any of the events described in Section 2(a) have occurred.

3 MONTHLY SERVICES PLAN

Each new Monthly Services Plan must:

- (a) be consistent with the agreed plan for Scheduled Services provided for in Schedule 26 (Operational Interface Agreement) of this Agreement;
- (b) where required, update the Scheduled Maintenance requirements set out in the previous Monthly Services Plan for the Month which is covered by both the new and previous Monthly Services Plan;
- (c) to the extent applicable, be consistent with and implement the work described in the Annual Services Plan;
- (d) to the extent applicable, be consistent with and implement the work described in the Operating Phase Lifecycle Maintenance Plan;
- (e) include details of the following:
 - (i) the Scheduled Maintenance to be undertaken in the 2 Months following the month in relation to which the Monthly Services Plan is submitted, including:
 - (A) the nature and scope of the work;
 - (B) the location of the work;
 - (C) the projected timing and duration of the work; and
 - a risk assessment in relation to the work to be undertaken, in a format agreed with the State Representative, including an assessment of OSH risks;
 - (ii) the Requested Services, including the respective estimated VAP and estimated VCSP (as applicable) in accordance with Part D, Section 17;
 - the way in which Project Co intends to work with the State and the Stadium Operator to avoid disruption to the Stadium Users and to the delivery of the Stadium Activities;
 - (iv) any Stadium Personnel with whom Project Co or Project Co Associates will directly interface with regarding the delivery of the Services;
 - details of each Project Co Associate who will be carrying out the work described in Section 3(e)(i);
 - (vi) the Permits to Work needed;
 - (vii) a report on any proposed testing (including performance monitoring or Statutory Testing) to be undertaken in the following 2 Months; and

(viii) a summary of all Scheduled Maintenance and Unscheduled Maintenance actually undertaken (or about to be undertaken) in that Month, noting any differences between the actual maintenance undertaken and the Scheduled Maintenance that was planned to be undertaken and, in relation to Unscheduled Maintenance, measures taken or intended to be taken to prevent reoccurrence.

4 MONTHLY PERFORMANCE REPORT

The Monthly Performance Report must include the following information, or such other information as agreed with the State Representative, in respect of the relevant Month:

- (a) (Monthly Service Payments): sufficient information to enable the State Representative to assess the performance of the Services and to calculate the Monthly Service Payment for each Month, including the following information:
 - (i) a summary of all Faults and Incidents, other Services requests and events reported to the FM Help Desk in the relevant Month, including:
 - (A) the number of Faults and Incidents;
 - (B) the number of communications received by the FM Help Desk, broken down by Service or other agreed categorisation; and
 - (C) the number and nature of complaints received by the FM Help Desk in relation to any of the Services;
 - (ii) with respect to each Fault or Incident:
 - (A) the unique Fault or Incident number;
 - (B) the nature and location of the Fault or Incident;
 - (C) the date and time of the Fault or Incident and, if applicable:
 - (1) the required and actual date and time of Make Safe or Rectification for each Fault; and
 - (2) the required and actual date and time of Remedy for each Incident;
 - (D) the number and classification of any Fault or Incident which became a Performance Failure, Availability Failure or Incident Failure;
 - (E) the date and time of any Fault or Incident becoming a Performance Failure, Availability Failure or Incident Failure and, if applicable:
 - (1) the required and actual date and time for Make Safe or Rectification for each Fault; and
 - (2) the required and actual date and time of Remedy for any Incident;
 - (F) in the case of a Fault:
 - (1) the classification of the Fault as set out in Schedule 14 (Payment Schedule) of this Agreement;
 - (2) details of where a further Make Safe, Rectification, Temporary Repair or Permanent Repair was applied (if applicable);
 - (3) a short description of the Fault; and
 - (4) a short description of how the Fault was Made Safe or Rectified;
 - (G) in the case of an Incident:
 - the classification of the Incident as set out in Schedule
 14 (Payment Schedule) of this Agreement;
 - (2) details of where a further Remedy was applied (if applicable);

- (3) a short description of the Incident; and
- (4) a short description of how the Incident was Remedied; and
- (H) any additional works required;
- (iii) a summary of all Issues including:
 - (A) the duration of each Issue if not responded to, Made Safe, Rectified or Remedied on time, as applicable; and
 - (B) the time and date the Issue commenced and ceased;
- (iv) Project Co's estimate of the deduction to be made from the Monthly Service Payment calculated in accordance with Schedule 14 (Payment Schedule) of this Agreement in the relevant Month, including:
 - (A) details of the calculation; and
 - (B) sufficient details of any Service Failures of the same or similar type to enable the State Representative to calculate the Abatement in accordance with Schedule 14 (Payment Schedule) of this Agreement.
- (b) (Environmental compliance report): for the first 6 Months of the Operating Phase, and then as otherwise requested by the State, Project Co must provide the details of its compliance with the approved Operational Environmental Management Plan;

(c) (Event Support Services):

- (i) a summary of the resources attending each Event in respect of the relevant Month;
- (ii) a summary of all Event Support Services undertaken by Project Co and a commentary of whether the provided resources were sufficient to meet demand; and
- (iii) a detailed list of all fees charged for Event Support Services in connection with each Event in respect of the relevant Month;

(d) (Playing Surface Management):

- (i) the details of any Playing Surface Services carried out in accordance with the Playing Surface Management Plan;
- a summary of the condition of the Playing Surface after each Event, the remediation actions undertaken and the resulting recovery of the Playing Surface;
- (iii) details of any issues with the Playing Surface; and
- (iv) any proposed changes to the Playing Surface Management Plan.

(e) (FM Help Desk Services):

- (i) the number of communications received by the FM Help Desk in respect of the relevant Month; and
- a summary of any failure to comply with the FM Help Desk minimum acknowledgement times as detailed in Part C, Sections 9.4(b) and 9.4(c) of these Services Specifications;
- (f) (BMS): a summary of exported data from the BMS and the Security Systems identifying all readings that indicated, at any time during the reporting period, that any part of the Stadium, Sports Precinct and Pedestrian Underpass had been performing outside of any performance parameters stated or implied within the Design Requirements;
- (g) (Minor Works):
 - (i) the Minor Works Costs then expended in the Operating Year to which the current Minor Works Limit applies;

- the difference between the current Minor Works Limit and the Minor Works Costs expended in respect of the Operating Year to which the current Minor Works Limit applies; and
- (iii) any further Minor Works Prices which have been approved during the previous Month pursuant to Clause 28.3 of this Agreement;
- (Modifications): any Modifications, FF&E Modifications or proposed Modifications or FF&E Modifications;
- (i) (Interface): details of any interface issues and Co-ordination Issues (as that term is defined in Schedule 26 (Operational Interface Agreement) to this Agreement) between the Stadium Activities and the Services, or between Project Co and the Stadium Operator;
- (j) (**Stakeholders**): details of any issues, or potential issues, with Project Stakeholders;
- (k) (**Quality assurance**): details of any quality assurance issues;
- (Public relations): details of any public relations issues, including complaints or concerns raised by the public or User Groups;
- (m) (Planning): a report on the planning for the delivery of the Services during the following Month, including potential issues in respect of performance of the Services;
- (n) (Alarms): details of the activation by the BMS and Security Systems of any nominated alarm, with identification of any false alarms;
- (OSH): an occupational safety and health report summarising safety performance and initiatives;
- (p) (Contract Management Team): the minutes of the monthly meeting of the Contract Management Team;
- (q) (Operating Phase Lifecycle Maintenance Plan or Annual Services Plan): if any element of the Operating Phase Lifecycle Maintenance Plan or Annual Services Plan changes during an Operating Year, all relevant sections of the Operating Phase Lifecycle Maintenance Plan and the Annual Services Plan (as applicable);
- (r) (Pest control): an overview of Pest control activity within the Stadium, Sports Precinct and Pedestrian Underpass during the previous Month and an outline of future action, including:
 - (i) the details of any Scheduled Pest Control Services and other activities carried out in accordance with the Pest Control Plan;
 - a signed and dated report detailing the locations, times and areas inspected and treated and the product name of the pesticide used (if applicable);
 - (iii) the number, type and location of Pest infestations reported;
 - (iv) the actions taken to rid the area of Pests or the action to be taken;
 - (v) any evidence of any Pest;
 - (vi) any reasonable belief that any Pest infestation is associated with any of the practices of the State, Stadium Operator or others; and
 - (vii) a recommendation as to preventative measures to minimise Pest reinfestation;
- (s) (Utilities):
 - a summary of Utilities consumption in the relevant Month broken down by sector within the Stadium, Sports Precinct and Pedestrian Underpass and sub-meter for each quadrant, building or Functional Area as appropriate compared with previous Month's consumption described by:
 - (A) total consumption at sub-meter level for all Utilities and metered systems;
 - (B) direct costs of utilisation (subject to this information being provided to Project Co);

- (C) key utilisation areas;
- (D) type of fuel; and
- (E) annual consumption against the energy targets specified in the Utility Services Conservation Plan and the Design Requirements;
- (ii) a summary of annual Utilities performance (only as part of the applicable Monthly Performance Report following the end of each Operating Year), including:
 - (A) a summary of Utilities usage patterns within the Stadium and Sports Precinct by sector and Functional Area, detailing usage per individual metered area based on the Monthly Performance Reports included in the Monthly Performance Reports for the previous Operating Year;
 - (B) cost information, including energy costs benchmarked (subject to this information being provided to Project Co);
 - (C) actual Utilities and metered systems consumption against the energy targets specified in the Utility Services Conservation Plan and the Design Requirements; and
 - (D) details of any non-compliance with any relevant State or Stadium Operator policies; and
- (iii) any other information required to be prepared and submitted by the Sustainable Energy Development Office of Western Australia (or equivalent if the Sustainable Energy Development Office of Western Australia ceases to exist), prepared in accordance with the reporting requirements of the Sustainable Energy Development Office of Western Australia (or such similar body if the Sustainable Energy Development Office of Western Australia ceases to exist);
- (Repetition of representations and warranties): without limiting Clause 42.4 of this Agreement, a certificate in the form of Annexure C (Certificate) to these Services Specifications;
- (u) (**Performance Monitoring Program**): details of the performance monitoring conducted during the previous Month (which summary must be in accordance with the Performance Monitoring Program), including:
 - (i) a summary of the monitoring which has been conducted during the previous Month in accordance with the Performance Monitoring Program;
 - (ii) details regarding any Service Standards that have not been achieved, including how Project Co intends to address the shortfall in performance or delivery; and
 - (iii) any volume data, relevant to the Performance Monitoring Program, as requested by the State Representative.
- (v) (Building Management IT Hardware and Software): automated reports in respect of the delivery of the Estate Services, generated by the Building Management IT Hardware and Software;

(w) (Human resources):

- (i) details of any changes to personnel and staffing structure of Project Co Associates located on Site and the reasons for those changes; and
- (ii) staffing rosters for Project Co Associates located on Site for the next Month; and
- (x) (**Other information**): any other information required to be provided in accordance with this Agreement.

5 ANNUAL REPORTS

Project Co must provide an annual report which includes:

- (Fire Fighting FF&E): confirmation that the fire compartmentalisation design, provision of escape routes and provision of fire fighting FF&E complies with the Design Requirements and these Services Specifications;
- (b) (Emergency Management Plan): confirmation that the procedures for which Project Co is responsible, including emergency procedures and contingency plans as they relate to the Stadium Operator's Emergency Management Plan, comply with the minimum fire safety systems in accordance with the Design Requirements and these Services Specifications;
- (c) (Asset Register): an up-to-date copy of the Asset Register;
- (d) (**Insurance**): a report as to each Insurance it is required to effect and maintain including claims and other material events with respect to each Insurance, as at the date of the report and during the previous 12 Months;
- (e) (Environmental compliance report): for the first 3 Operating Years of the Operating Phase and, then otherwise as requested by the State, Project Co must provide details of its compliance with the approved Operational Environmental Management Plan;
- (f) (Fire certification): the current status of fire certification;
- (g) (ESD performance): a report demonstrating the performance of the ESD Initiatives incorporated within the Design Requirements, including demonstrating their impact on water and operating energy consumption;
- (Whole of Life Carbon Footprint Assessment): a report against the baseline Whole of Life Carbon Footprint Assessment as described in clause E1.7.7 of Schedule 12 (Design Specifications) of this Agreement;
- (i) (Reduction in Greenhouse Gas Emissions): a report against the baseline Reduction in Greenhouse Gas Emissions targets as described in clause E1.7.8 of Schedule 12 (Design Specifications) of this Agreement;
- (j) (**Operating energy performance**): a report against the baseline operating energy performance targets as described in clause E1.7.9 of Schedule 12 (Design Specifications) of this Agreement; and
- (k) (Water performance): a report against the baseline water performance targets as described in clause E1.7.11 of Schedule 12 (Design Specifications) of this Agreement.

6 PLAYING SURFACE MANAGEMENT REPORT

The Playing Surface Management Report prepared in accordance with Part C, Section 2.3(j) must include:

- (a) the results from all tests and inspections of the Playing Surface undertaken immediately prior to the Stadium Event;
- (b) a summary of the temperature, humidity and rainfall records in the 7 days prior to the Stadium Event;
- (c) a summary of all maintenance undertaken to the Playing Surface:
 - (i) in the 7 days prior to the Stadium Event; and
 - (ii) during the Stadium Event;
- (d) a detailed description of the performance of the Playing Surface during the Stadium Event, in particular documenting:
 - (i) any identified non-compliance with the Design Requirements, including the applicable Sporting Standards; and
 - (ii) any verbal or written comments received from the Hirer in respect of the performance of the Playing Surface;
- (e) a description of maintenance planned to be undertaken to the Playing Surface during the next 7 days; and
- (f) any proposed changes to the Playing Surface Management Plan.

7 WORK METHOD STATEMENTS

- (a) Project Co must maintain complete and accurate Work Method Statements for all Services which must incorporate risk assessments regarding the impact of the Services on Stadium Activities, the provision of a safe work environment and comprehensive operational statements describing the work practices, liaison procedures and other operational matters in respect of the delivery of each of the Services, including:
 - (i) Estate Services;
 - (ii) Playing Surface Services;
 - (iii) Grounds and Gardens Services;
 - (iv) Event Support Services;
 - (v) ICT and AV Services;
 - (vi) Pest Control Services;
 - (vii) Asset Security Services;
 - (viii) Utilities Management Services; and
 - (ix) FM Help Desk Services.
- (b) Without limiting Section 7(a), unless otherwise agreed with the State Representative, each Work Method Statement provided by Project Co must be structured as set out, and contain the information as described in the agreed Work Method Statements in Annexure F (Work Method Statements) to these Services Specifications.
- (c) Project Co must provide copies of the Work Method Statements within 2 hours of a request by the State Representative or Stadium Operator.

8 POLICIES AND PROCEDURES MANUAL

8.1 Overview

The Policies and Procedures Manual must describe the policies and procedures, in respect of the delivery of each of the Services and, must include:

- (a) information relating to the collection and storage of data;
- (b) the Stadium Personnel Induction and Training Program in accordance with Section 8.2;
- (c) the Services Training and Induction Program in accordance with Section 8.3;
- (d) the Stadium Operator's Emergency Management Plan, including Project Co's contribution in accordance with Section 8.4;
- (e) the FM Help Desk Procedures in accordance with Section 8.5;
- (f) the FM Help Desk User Instructions in accordance with Section 8.6;
- (g) the Utility Services Conservation Plan in accordance with Section 8.7;
- (h) the Utility Services Contingency Plan in accordance with Section 8.8;
- (i) the Playing Surface Management Plan in accordance with Section 8.9;
- (j) the Grounds and Gardens Management Plan in accordance with Section 8.10;
- (k) the Pest Control Plan in accordance with Section 8.11;
- (I) the Asset Security Plan in accordance with Section 8.12;
- (m) the Risk Management Plan in accordance with Section 8.13;
- (n) the Operational Environmental Management Plan in accordance with Section 8.14;
- (o) the Management and Integration Service Plan in accordance with Section 8.15;
- (p) the Performance Monitoring Program in accordance with Section 8.16;
- (q) all other information required to be provided as part of the Policies and Procedures Manual in accordance with these Services Specifications, or as reasonably

requested in writing by the State Representative or Stadium Operator from time to time;

- (r) procedures for avoiding disruption to the State and the Stadium Operator and Stadium Activities during the performance of the Services; and
- (s) procedures for the use, storage and disposal of Services Equipment.

8.2 Stadium Personnel Induction and Training Program

- (a) Subject to Section 8.2(b), the Stadium Personnel Induction and Training Program must be prepared and maintained in accordance with Section 1.3 and must, as a minimum:
 - (i) set out an induction and training program to thoroughly and competently induct and train the Stadium Personnel and relevant State Associates providing the Stadium Activities (as identified by the State), in all elements of the Stadium, Sports Precinct and Services including:
 - (A) familiarisation, operation and troubleshooting of all Stadium Systems and Group 1 FF&E; and
 - (B) familiarisation, operation, troubleshooting and maintenance of all Group 2 FF&E;

to ensure the Stadium Personnel and relevant State Associates have developed sufficient proficiency to undertake the Stadium Activities in an efficient and effective manner;

- (ii) set out a program to provide training to Stadium Personnel and relevant State Associates nominated by the Stadium Operator to enable them to deliver the Stadium Personnel Induction and Training Program, if required, and ensure that all necessary training material is provided to facilitate the necessary on-site training by the Stadium Personnel;
- (iii) set out all induction and training in a formal, structured manner, including a training program, syllabus and a personnel assessment format developed by Project Co; and
- (iv) include a suite of presenter guides and "cheat sheets" (each suite being a maximum 4 laminated pages),

for each of the Commissioning Period and the Operating Phase, as described in Clause 24.2(a) and 24.2(b) of this Agreement.

(b) Notwithstanding Section 1.3(b)(iii), Project Co must prepare and submit a final version of the Stadium Personnel Induction and Training Program for review in accordance with Schedule 3 (Review Procedures) of this Agreement no later than 2 months prior to the date upon which it reasonably expects to achieve Technical Completion.

8.3 Services Training and Induction Program

- (a) The Services Training and Induction Program must be prepared and maintained in accordance with Section 1.3 and, must include, as a minimum:
 - (i) the tasks and responsibilities of Project Co;
 - (ii) the tasks and responsibilities of the inductee's job role;
 - (iii) the geography of the Stadium and Sports Precinct;
 - (iv) interaction with, lines of communication between and decision-making hierarchy between Project Co, Project Co Associates and the State and the Stadium Operator;
 - (v) knowledge of all OHS Laws and all other applicable Laws, Quality Standards and policies that fall within the scope of the individual's role;
 - (vi) use of machines relevant to the provision of the Services;
 - (vii) restrictions and requirements relating to keys, locks and tools;
 - (viii) use of relevant computer systems;
 - (ix) instructions for lifting and handling;

- (x) guidelines regarding:
 - (A) customer care;
 - (B) personal hygiene;
 - (C) appropriate dress and rules of conduct while at the Stadium and Sports Precinct; and
 - (D) control of aggression;
- (xi) fire risks and fire precautions;
- (xii) first aid training (if applicable);
- (xiii) the FM Help Desk User Instructions; and
- (xiv) the State and Stadium Operator's induction requirements for:
 - (A) relevant OSH requirements;
 - (B) relevant security procedures;
 - (C) relevant emergency procedures; and
 - (D) professional boundary expectations.

8.4 Stadium Operator's Emergency Management Plan

Project Co's contribution to the Stadium Operator's Emergency Management Plan to be developed and implemented in accordance with Part D, Section 15 of these Services Specifications and, must include:

- (a) details of Project Co's role in and the process for responding to calls and alarm systems;
- (b) Project Co's contingency plans for emergency situations;
- details of routine testing of Engineering Services which are critical to emergency management and evacuation, including fire protection systems (including SSISEP), Security Systems, emergency lighting systems and relevant AV Systems and ICT Systems;
- (d) details of routine inspections of building elements to ensure compliance with the Design Requirements, including the Fire Engineering Report;
- (e) requirements for the maintenance of records of all testing, including checklists for all tests;
- (f) requirements for reporting any water, steam, oil, solvent, electrical or gas breakdown to the applicable Utilities Company; and
- (g) procedures for Project Co to take immediate action to protect the safety and security of Stadium Users.

8.5 FM Help Desk Procedures

The FM Help Desk Procedures must be prepared and maintained in accordance with Section 1.3 and, must include:

- (a) procedures relating to:
 - (i) Make Safe and Rectification of Faults;
 - (ii) Restricted Areas and Urgent Issues (as those terms are defined in Schedule 26 (Operational Interface Agreement) to this Agreement);
 - (iii) Remediation of Incidents;
 - (iv) informing appropriate Stadium Personnel and relevant State Associates of the progress relating to a particular Fault, Incident or request;
 - (v) logging, securing and storing data captures as part of the FM Help Desk Services; and
 - (vi) the method by which calls relating to matters outside the scope of these Services Specifications will be handled;

- (b) guidance material and assessment criteria to assist the FM Help Desk in classifying Faults and Incidents, including appropriate escalation processes in the event that Project Co's initial action is unlikely to be effective in meeting Project Co's procedures relating to:
 - (i) Remediation of Incidents; and
 - (ii) Make Safe and Rectification of Faults; and
- (c) Notwithstanding Section 1.3, the FM Help Desk User Procedures must be updated by Project Co in accordance with Schedule 3 (Review Procedures) of this Agreement from time to time, as necessary and, in any case, prior to any changes to the FM Help Desk User Procedures being implemented.

8.6 FM Help Desk User Instructions

- (a) The FM Help User Instructions must be prepared and maintained in accordance with Section 1.3 and, must include:
 - (i) an overview of the role of the FM Help Desk;
 - detailed step by step instructions on how Incidents, Faults and requests can be reported to the FM Help Desk, for each of the available communication methods;
 - (iii) a summary description of the various failure types;
 - (iv) a summary of Project Co's response, Rectification and Remedy obligations; and
 - (v) any other information reasonably required to ensure FM Help Desk Users are able to be appropriately informed in respect of the FM Help Desk.
- (b) Project Co must provide the FM Help Desk User Instructions in various forms, as required by the Stadium Operator, in order for the Stadium Operator to be able to keep all applicable Stadium Users appropriately informed in respect of the FM Help Desk.
- (c) Notwithstanding Part F, Section 1.3, the FM Help Desk User Instructions must be updated by Project Co in accordance with Schedule 3 (Review Procedures) of this Agreement from time to time, as necessary and, in any case, prior to any changes to the FM Help Desk User Instructions being implemented.

8.7 Utility Services Conservation Plan

The Utility Services Conservation Plan must be prepared and maintained in accordance with Section 1.3 and, must:

- (a) identify annual Utilities consumption targets to sub-meter level, consistent with the energy targets specified in the Design Requirements; and
- (b) develop strategies and operational procedures for the ongoing minimisation of Utility consumption, in particular, to achieve consumption targets including as described in clauses E1.7.9 and E1.7.11 of Schedule 12 (Design Specifications) of this Agreement.

8.8 Utility Services Contingency Plan

The Utility Services Contingency Plan must be prepared and maintained in accordance with Section 1.3 and, must:

- (a) identify all reasonably foreseeable causes for interruptions to Utilities within the Stadium and Sports Precinct;
- (b) identify actions to be taken by Project Co to mitigate the risk of interruptions to Utilities in accordance with Best Operating Practices;
- (c) identify contingency plans in the case of failure of any of the Utilities (including failure of services or infrastructure outside of the Stadium and Sports Precinct);
- (d) identify strategies for peak demand reduction; and
- (e) identify Project Co's response to interruptions to Utilities, including the actions Project Co will take to:

- (i) minimise the impact of interruptions to Utilities on the Stadium Activities in accordance with Best Operating Practices;
- (ii) meet the requirements of the Stadium Operator; and
- (iii) arrange standby provisions and (where relevant) supply the associated Consumables required to operate the standby provisions.

8.9 Playing Surface Management Plan

The Playing Surface Management Plan must be prepared and maintained in accordance with Section 1.3 and, must:

- (a) detail the schedule of maintenance activities in respect of the Playing Surface;
- (b) detail the usage patterns of the Pitch Grow Lights, including with respect to:
 - (i) Permitted Training and Stadium Events; and
 - (ii) how Utilities consumption will be minimised whilst ensuring the Service Standards are satisfied;
- (c) detail the location of, and the schedule of maintenance activities in respect of the Turf Farm;
- (d) detail the Pitch Recovery Period for the Playing Surface;
- (e) detail how the Playing Surface will be prepared, and the standards that will be met, in order to comply with the requirements of each of the Sporting Standards and the Design Requirements;
- (f) detail the timing and nature of all testing and inspections and the minimum performance standards;
- (g) consider the past performance of the Playing Surface;
- (h) consider forecast weather patterns;
- (i) detail any transitional arrangements should the Playing Surface Services not be extended beyond the Reviewable Services Term, including:
 - (i) detailing all staffing and maintenance considerations;
 - (ii) identifying how equipment transition will be managed in order to mitigate the risk of disruption to the Stadium Activities; and
 - (iii) identifying how knowledge transition will be managed in order to mitigate the risk of disruption to the Stadium Activities; and
- (j) notwithstanding Section 1.3, be updated by Project Co in accordance with Schedule 3 (Review Procedures) of this Agreement at quarterly intervals to take into account:
 - (i) the Stadium Operator's schedule of Events;
 - (ii) the performance of the Playing Surface during, and as a result of, Stadium Events;
 - (iii) historical, forecast and projected weather conditions;
 - (iv) any disease or Pest infestation;
 - (v) the effect on the Playing Surface of painted line markings, painted advertising markings or signage; and
 - (vi) any other issues affecting the performance or appearance of the Playing Surface.

8.10 Grounds and Gardens Management Plan

The Grounds and Gardens Management Plan must be prepared and maintained in accordance with Section 1.3 and, must:

- (a) detail the schedule of maintenance activities in respect of the:
 - (i) irrigated grassed areas;
 - (ii) non-irrigated grassed areas;

- (iii) artificial grass and synthetic surfaces;
- (iv) flower and garden beds;
- (v) trees, shrubs and hedges;
- (vi) circulation routes; and
- (vii) litter,

within the Sports Precinct and Pedestrian Underpass (as applicable);

- (b) detail the timing and nature of all testing and inspections and the minimum performance standards;
- (c) notwithstanding Section 1.3, be updated by Project Co in accordance with Schedule 3 (Review Procedures) of this Agreement at quarterly intervals to take into account:
 - (i) historical, forecast and projected weather conditions;
 - (ii) any disease or Pest infestation; and
 - (iii) any other issues affecting the performance or appearance of the grounds and gardens; and
- (d) detail any transitional arrangements should the Grounds and Gardens Services not be extended beyond the Reviewable Services Term, including:
 - (i) detailing all staffing and maintenance considerations;
 - (ii) identifying how equipment transition will be managed in order to mitigate the risk of disruption to the Stadium Activities; and
 - (iii) identifying how knowledge transition will be managed in order to mitigate the risk of disruption to the Stadium Activities.

8.11 Pest Control Plan

The Pest Control Plan must be prepared and maintained in accordance with Section 1.3 and, must:

- (a) detail the scope and schedule for the Scheduled Pest Control Services, including inspections, baiting, and treatment of Pests;
- (b) set out the expected location, extent of impact on the Stadium Activities, timing and duration of the Scheduled Pest Control Services;
- detail procedures and timeframes for dealing with requests for Unscheduled Pest Control Services, including those described in Part C, Section 6.3(e) of these Services Specifications;
- (d) detail of how Project Co will liaise with the Stadium Operator to ensure the Stadium Operator is kept informed of the impact of Stadium Activities on the risk of Pest infestation;
- (e) detail Project Co's methodology for controlling and limiting Pests during Events, including birds;
- (f) be consistent with the Operational Environmental Management Plan; and
- (g) notwithstanding Section 1.3, be updated by Project Co in accordance with Schedule 3 (Review Procedures) of this Agreement at quarterly intervals to take into account:
 - (i) Pest infestations;
 - (ii) signs of Pests; and
 - (iii) any identified risks of future Pest infestation.

8.12 Asset Security Plan

(a) [Not disclosed]

8.13 Risk Management Plan

The Risk Management Plan must be prepared and maintained in accordance with Part D, Section 9 of these Services Specifications and Section 1.3 and, must:

- (a) identify all reasonably foreseeable risks in relation to:
 - (i) Project Co's ability to deliver the Services in accordance with this Agreement; and
 - (ii) the impact of the Services, or any interruption to the delivery or performance of the Services, on the Stadium Activities;
- (b) identify actions to be taken by Project Co to mitigate those risks in accordance with Best Operating Practices; and
- (c) identify Project Co's response to those risks eventuating, including the actions Project Co will take to:
 - (i) minimise the impact on the Services and the Stadium Activities in accordance with Best Operating Practices; and
 - (ii) to meet the requirements of the Stadium Operator.

8.14 Operational Environmental Management Plan

- (a) The Operational Environmental Management Plan must be prepared and maintained in accordance with Section 1.3 and must, as a minimum, include:
 - (i) a description of Project Co's environmental policy;
 - (ii) a description of Project Co's environmental objectives, targets and key performance indicators;
 - a description of Project Co's environmental management strategy, which must be consistent with and describe how Project Co will comply with the content of the applicable Environmental Management Documents;
 - (iv) an assessment and description of the impact of the provision of the Services and Project Co's specific operational activities will have on the environment, including an aspects and impacts register;
 - a description of the roles and responsibilities of Project Co Associates in relation to the management and monitoring of the environment;
 - (vi) a list of all Environmental Laws, relevant Quality Standards and environmental Authorisations that must be complied with, including environmental safeguards that will be adhered to;
 - (vii) a site plan showing locations of plant, equipment and other Functional Areas of the environmental management system;
 - (viii) a site plan illustrating the depth to potentially Contaminated soil;
 - (ix) specific management and monitoring procedures, including nonconformance and corrective action processes, to ensure good environmental practice and compliance with all Environmental Laws, the applicable Environmental Management Documents and the Operational Environmental Management Plan;
 - (x) a procedure for auditing, monitoring and recording of environmental compliance;
 - (xi) details of environmental reporting requirements and timeframes;
 - (xii) a procedure for review of the Operational Environmental Management Plan and aspects and impacts register including in accordance with Schedule 3 (Review Procedures) of this Agreement; and
 - (xiii) a description of how Project Co will implement a proactive and integrated approach to sustainable development in delivering the Services, including in relation to the following areas:
 - (A) conservation of energy, wood, paper, horticulture and water;
 - (B) rehabilitation areas;
 - (C) pollution;
 - (D) procurement;
 - (E) waste recycling; and

- (F) monitoring and auditing.
- (b) The State may provide the Operational Environmental Management Plan to the Swan River Trust, Department of Environment Regulation (**DER**), Department of Water and the DER accredited Contaminated Sites Auditor for review and comment prior to approval by the State.

8.15 Management and Integration Service Plan

- (a) The Management and Integration Service Plan must be prepared and maintained in accordance with Section 1.3 and must, as a minimum, comprise the following sub-plans:
 - (i) an ICT Risk Assessment;
 - (ii) a Disaster Recovery Plan;
 - (iii) a Service Improvement Plan; and
 - (iv) a Development Testing, Deployment and Mitigation Plan.
- (b) The ICT Risk Assessment:
 - (i) must be prepared in accordance with Schedule 12 (Design Specifications) of this Agreement; and
 - (ii) in accordance with Section 1.3, must be updated by Project Co to take into account and respond to the present risks regarding the ICT Systems during the Operating Phase.
- (c) The Disaster Recovery Plan must set out:
 - (i) safety measures and protocols in the event of a disaster relating to ICT Systems;
 - communication protocols in the event of a disaster relating to ICT Systems;
 - (iii) Project Co's methodology for controlling and limiting the adverse effects of disasters on ICT Systems;
 - (iv) the periodic testing of ICT Systems and other integrated systems to ensure correct operation in the event of a disaster;
 - (v) procedures and timeframes to restore critical ICT Systems and other systems in the event of a disaster; and
 - (vi) protocols and operating procedures that reflect the relevant Stadium Operator's policies regarding business continuity management.
- (d) The Service Improvement Plan must set out the requirements and frequencies of retuning and recommissioning to optimise and improve the performance, energy uses and efficiency of the Stadium Systems, including:
 - (i) the ICT Systems;
 - (ii) the AV Systems;
 - (iii) the Security System; and
 - (iv) the Heating, Air Conditioning and Mechanical Ventilation Systems.
- (e) The Development Testing, Deployment and Mitigation Plan must set out:
 - (i) criteria for evaluating changes to the Stadium Systems, which criteria must be agreed with the State;
 - (ii) applicable testing regimes for the ICT Systems and the AV Systems, including the process for user acceptance testing;
 - (iii) Project Co's intrusion testing regime to test the integrity and security of the Stadium Systems; and
 - (iv) a process for obtaining the approval of the State for any Lifecycle Services relevant to the ICT Systems or AV Systems.
- (f) The Management and Integration Service Plan must:

- (i) detail a schedule of planned maintenance, upgrades and scheduled service outages for all ICT Systems or AV Systems;
- (ii) list, in the appropriate sub-plan, any single points of failure;
- (iii) identify any required interfaces or interdependencies with other systems, including those systems which may be provided by the State or the Stadium Operator;
- (iv) set out Project Co's approach for availability management and capacity management in respect of ICT Systems;
- (v) include a service plan for ICT Systems, including Scheduled and Unscheduled Maintenance, based on Best Operating Practices, manufacturer and industry guidelines including ITIL® as outlined in the systems and processes in the Design Requirements and the requirements of applicable Quality Standards; and
- (vi) include a service plan for AV Systems, including Scheduled and Unscheduled Maintenance, based on Best Operating Practice, manufacturer and industry guidelines including InfoComm.

8.16 **Performance Monitoring Program**

The Performance Monitoring Program must be prepared and maintained in accordance with Part E, Section 1.2 of these Services Specifications and Section 1.3 and, must:

- (a) detail the performance monitoring activities (including frequencies, systems, methods and audit tools) that Project Co must undertake to monitor the quality of the Services, and to demonstrate that the Services are being carried out to the level and quality required by this Agreement, including, as a minimum, the following details for each Service:
 - (i) the appropriate reference or extract from the Work Method Statements which describes the service inputs required to deliver the requirements set out in Schedule 14 (Payment Schedule) of this Agreement;
 - the monitoring and reporting frequencies, systems, methods and tools that will be used to monitor the delivery of the requirements set out in Schedule 14 (Payment Schedule) of this Agreement;
 - the methods and documentary evidence to be used to assess Project Co's performance in relation to the requirements set out in Schedule 14 (Payment Schedule) of this Agreement;
 - (iv) the proposed remediation process should there be a failure to meet any of the minimum Service Standards; and
 - (v) the nominated staff member responsible for the management and delivery of the requirements set out in Schedule 14 (Payment Schedule) of this Agreement; and
- (b) without limiting Section 8.16(a), detail the geotechnical and structural monitoring Project Co will undertake to demonstrate compliance with the relevant Design Requirements during the Operating Phase, which, as a minimum, must include:
 - periodic surveying of the Stadium and all other buildings and structures within the Sports Precinct, by an appropriately qualified independent expert to measure vertical and horizontal displacements at the ground surface;
 - (ii) borehole inclinometers to measure subsurface horizontal displacements; and
 - (iii) monitoring wells to measure groundwater fluctuations and enable sampling for quality testing; and
- (c) otherwise accord with Best Operating Practices.

9 OPERATING PHASE LIFECYCLE MAINTENANCE PLANS

(a) The Operating Phase Lifecycle Maintenance Plan must be prepared and maintained in accordance with Section 1.3 and, must:

- (i) set out Project Co's plan for all Lifecycle Services for the duration of the Operating Phase;
- set out Project Co's plan for all Lifecycle Services and refurbishment for those Functional Units and Functional Areas set out in Annexure D (Refurbishment Requirements) for the duration of the Operating Phase;
- set out Project Co's plan for all Lifecycle Services for Stadium, Sports Precinct and Off-Site Infrastructure elements as set out in Annexure B (Lifecycle Services Proposal Schedule) to these Services Specifications;
- (iv) attach a copy of Project Co's Lifecycle Service Proposal Schedule as set out in Annexure B (Lifecycle Services Proposal Schedule) to these Services Specifications;
- (v) include the following supporting information:
 - (A) a summary of the current and predicted future asset conditions;
 - (B) an analysis of asset life cycles, including details of any changes (including extended or reduced life) from any previous
 Operating Phase Lifecycle Maintenance Plan and the reasons for those changes; and
 - (C) analysis of historical and predicted future breakdown maintenance (as relevant);
- (vi) adopt a whole of life asset management approach and focus on elements of the Stadium and Sports Precinct impacted in the short and medium term and a 5 year work plan for the following 5 year period, which must include:
 - (A) the information required in Section 9(a)(iv) in a greater level of detail appropriate to reflect the short term nature of the plan;
 - (B) a plan of the nature, scope, cost and timing of Scheduled Maintenance, Lifecycle Services, replacement and augmentation works at the Stadium and Sports Precinct to be undertaken by Project Co during the 5 year period; and
 - (C) a report of asset life cycle from the previous Operating Phase Lifecycle Maintenance Plan detailing assets with extended or reduced life and supporting rationale for variation; and
- (vii) be consistent with the minimum maintenance and refurbishment requirements as described in Annexure D (Maintenance and refurbishment requirements) to these Services Specifications.
- (b) Notwithstanding Section 1.3, the Operating Phase Lifecycle Maintenance Plan must be updated by Project Co in accordance with Schedule 3 (Review Procedures) of this Agreement at yearly intervals to take into account:
 - the incidents of breakdowns and Faults experienced and their effect on the Stadium Activities (irrespective of whether they were Made Safe or Rectified within the Rectification Period);
 - (ii) the physical and aesthetic condition of each element of the Stadium and Sports Precinct; and
 - (iii) any other issues affecting, or having the potential to affect, the ability of the Stadium and Sports Facility to satisfy the FFP Warranty, or for Project Co to otherwise meet its obligations under this Agreement.

10 ANNUAL SERVICES PLAN

Each new Annual Services Plan must be prepared and maintained in accordance with Section 1.3 and, must:

- set out the Scheduled Maintenance, Lifecycle Services, Minor Works, FF&E Modifications and Modifications at the Stadium and Sports Precinct to be undertaken by Project Co during each Operating Year;
- (b) to the extent applicable, be consistent with the work described in the Operating Phase Lifecycle Maintenance Plan;

- (c) include, with respect to all work required to be undertaken in accordance with Section 10(a), details of:
 - (i) the nature and scope of the work;
 - (ii) the location of the work;
 - (iii) any specialist equipment to be used in carrying out the work;
 - (iv) the projected timing and duration of the work;
 - (v) a risk assessment in relation to the work to be undertaken, in a form agreed with the State Representative; and
 - (vi) the way in which Project Co intends to work with the State and the Stadium Operator to avoid disruption to Stadium Users and the delivery of Stadium Activities;
- (d) take into account the reasonable comments of the parties (on the understanding that both parties will work collaboratively together to ensure an efficient scheduling of Services);
- (e) detail the proposed budget for Consumables expenditure; and
- (f) be in accordance with Best Operating Practice.

11 OPERATING AND MAINTENANCE MANUALS

- (a) Project Co must prepare and maintain manuals for the operation and maintenance of the Stadium and Sports Precinct. In particular Project Co must prepare and maintain separate manuals, including:
 - (i) ICT and broadcast cabling manuals;
 - (ii) ICT Systems manuals;
 - (iii) AV Systems manuals;
 - (iv) catering equipment manuals, including all Group 2 FF&E, in accordance with Part F, Sections 1.3(b)(i) to (iii) only;
 - (v) a fire safety handbook; and
 - (vi) manuals for all other Stadium Systems and Project Co FF&E.
- (b) Notwithstanding Section 1.3, Project Co must update and redistribute all manuals or updated sections of the amended manuals upon:
 - (i) any change to the maintenance or operating procedures described in the manual;
 - (ii) receipt of recommendations or safety or warning advice from equipment manufacturers or suppliers; and
 - (iii) any errors or discrepancies being found in the manual.
- (c) Notwithstanding Section 11(b), where in the State or Stadium Operator's reasonable opinion, there is a risk to health or safety in connection with one or more of the factors listed in Section 11(b), Project Co must update and redistribute all manuals or updated sections of the amended manuals immediately.
- (d) The Operating and Maintenance Manuals must include instructions for operating and maintaining all aspects of the Stadium, Sports Precinct and Off-Site Infrastructure and must, as a minimum, include (as relevant):
 - (i) a description of the relevant element of the Stadium, Sport Precinct or Off-Site Infrastructure (or any of them);
 - (ii) descriptions of Utilities installed and their operation;
 - (iii) procedures for starting, stopping and operating Engineering Services;
 - (iv) all essential Engineering Services operation and testing requirements;
 - (v) controlling set points;
 - (vi) relevant performance requirements;
 - (vii) an inspection, testing and maintenance schedule;

- (viii) details of the manufacturer's recommended maintenance on each item;
- (ix) manufacturer's literature;
- (x) a full set of commissioning sheets and checklists;
- (xi) a listing of contact details for designers, contractors, sub-contractors and suppliers;
- (xii) pro-forma checklists for use in all future essential Services testing; and
- (xiii) any other requirements as required by the Completion Plans.
- (e) The Operating and Maintenance Manuals must include all data relating to the ICT Systems, AV Systems and their interfaces. All data that relates to the configuration and programming of equipment must be presented in a manner that enables non-technical personnel to obtain an understanding of that data without undue difficulty.
- (f) All Operating and Maintenance Manuals must be in plain English.

12 HANDOVER PACKAGE

The Handover Package must be prepared and maintained in accordance with Section 1.3 and, must include:

- (a) (contracts): a list of all agreements, permits, licences or other documents which are material to the delivery of the Services, including (as appropriate) the contact number, name, address, email address, telephone and facsimile numbers of counterparties, contract price, value and subject matter;
- (systems): a list of systems (including communication systems, computer and otherwise) used for the delivery of the Services, together with a description of the systems and master passwords where applicable;
- (c) (software licences): software licences for any software required for continued operation and management of the Stadium and Sports Precinct, which must be transferred to the State at the end of the Operating Phase as part of the final Handover Package;
- (d) (daily operations): a list of any other information key to the daily operation of the Stadium and Sports Precinct, including:
 - the names, work and home telephone numbers of each person in possession of keys and access cards to the Stadium and Sports Precinct;
 - (ii) lists of Service Equipment and other assets relevant to the delivery of the Services; and
 - (iii) a detailed diagrammatical representation of the organisational structure of Project Co and Project Co Associates;
- (e) (employees): details of each employee of Project Co, including:
 - (i) names, work email addresses, work telephone numbers, roles and responsibilities;
 - (ii) the date on which the employment of the employees began;
 - (iii) the terms and conditions of employment; and
 - (iv) where Project Co ceases to provide the Services, and with the relevant employee's consent, all payments, benefits or changes to the terms and conditions of employment promised to any employee;

(f) (Stadium and Sports Precinct information):

- (i) records relevant to location plans, Boundaries and titles to the Stadium and Sports Precinct (including the Site);
- current and accurate "as built" and "as installed" drawings and specifications showing all modifications and augmentations constructed or installed during the Term, showing precise locations as installed, and including 3 sets of all drawings and documentation, in accordance with all relevant requirements, with 1 complete set of drawings and documentation stored in labelled CD or DVD digital format;

- (iii) all area and Building Fabric volume data;
- (iv) condition surveys;
- (v) CAD drawings for architectural, civil, structural, mechanical, electrical, and engineering element and systems that are to be linked to the State and the Stadium Operator's elements and systems, ensuring that all systems provided are compatible for access of information by the State, the Stadium Operator and Project Co; and
- (vi) records relevant to compliance with all Laws and Quality Standards including all Authorisations, licences and registrations maintained by Project Co;
- (g) (planning and building permit correspondence): copies of all:
 - correspondence with all relevant Government Agencies, the State and the Stadium Operator, consultants, contractors and Subcontractors containing applications for planning permits and applications for building permits;
 - (ii) correspondence related to subsequent building works and alterations and additions to Services;
 - (iii) Records relevant to any Authorisation obtained by Project Co in respect of the Stadium, Sports Precinct, Off-Site Infrastructure and the delivery of the Services; and
 - (iv) information relating to any other building or operational issue related to the Stadium and Sports Precinct;
- (h) (**plans and reports**): copies of the most recent Completion Plans and Technical Completion Report and Commercial Acceptance Report;
- (i) (**Operating Phase Plans**): copies of the most recent versions of each Operating Phase Plans;
- (guide): the building users' guide, which must describe the environmental features of the Stadium and Sports Precinct and be suitable for distribution to all Stadium Personnel and relevant State Associates;
- (k) (**building design**): a report which describes the design intent of the building design; and
- (I) (**information**): all information reasonably requested by the State Representative, from time to time, or as otherwise required under this Agreement.

Annexure A - Statutory Testing

- (a) Project Co must undertake inspection and testing to ensure the Stadium, Sports Precinct and Off-Site Infrastructure satisfies the FFP Warranty.
- (b) Project Co must inspect and test:
 - (i) Building Fabric, Utilities and Engineering Services to ensure they are compliant with all applicable Laws, relevant State policies, Best Operating Practices and Quality Standards; and
 - (ii) without limiting the requirements of the Service Standards, Services and Group 1 FF&E as required by all applicable Laws, relevant State policies, Best Operating Practices and Quality Standards.
- (c) Without limiting paragraph (b), Project Co must attend upon, and undertake where appropriate, any tests which may be required by Law or reasonably notified by the State or insurers in liaison with the applicable Government Authority or person.
- (d) Project Co must advise the State Representative in writing 1 Month prior to carrying out any inspections or tests under paragraph (b).
- (e) Project Co must:
 - (i) maintain Records of all inspections and tests undertaken by Project Co; and
 - produce any reports required by applicable Laws, relevant State policies, Best Operating Practices, Quality Standards, relevant Authorisations, the State or insurers,

and must provide the Records and reports, as applicable, to the State and the Stadium Operator for inspection within 1 Business Day of the record or report being created.

- (f) Notwithstanding paragraph (e), where in the State's or the Stadium Operator's reasonable opinion, there is an immediate risk to health or safety, any Records and reports in connection with that risk must be provided to the State or the Stadium Operator (as applicable) as soon as practicable. This includes the results of legionella testing.
- (g) In addition to paragraph (f), Project Co must comply with any request by the State and Stadium Operator to produce a summary report identifying the inspections and tests that have been carried out across the Stadium and Sports Precinct and the results of all such inspections and tests.
- (h) Project Co must:
 - (i) undertake testing and tagging of all Project Co and Stadium Operator portable electrical equipment:
 - (A) on a periodic basis in accordance with the Quality Standards, Laws and relevant State policies; and
 - (B) as Unscheduled Maintenance within the Make Safe, Rectification Periods and Remedial Periods specified in Schedule 14 (Payment Schedule) of this Agreement; and
 - (ii) prepare and reinstate any Group 1 FF&E required for such tests or inspections.
- (i) Where an inspection or test identifies that corrective action or remedial work is required, Project Co must undertake the necessary corrective action or remedial work as required by this Agreement.
- (j) All corrective action or remedial work identified during inspection and testing must be treated as Priority 2 Faults, unless deemed to be a Priority 0 Fault, Priority 1 Fault or Priority 3 Fault.

Annexure B - [Not disclosed]

Annexure C - Certificate

To: [insert]

Monthly Performance Report Certificate Westadium Project Co Pty Ltd ABN 91 169 900 547 (Project Co)

This Certificate is provided in connection with this Agreement dated [insert execution date of this Agreement] between Project Co and the State.

Capitalised terms used in this Certificate have the same meaning given to them in this Agreement.

1. Representations and warranties

Project Co represents and warrants that the representations and warranties set out in Clauses 42.1 and 42.2 of this Agreement are correct and true on the date of this Certificate.

Dated:

Signature of Director Title: Signature of Director Title:

Annexure D - Refurbishment Requirements

- (a) Unless otherwise agreed with the State, Project Co must refurbish the following Functional Units or Functional Areas, as the context requires, in the Operating Years listed in the table below, to:
 - (i) meet the Design Requirements and FFP Warranty;
 - (ii) update the aesthetic of the Functional Unit or the Functional Area, as applicable, to reflect current industry and design trends; and
 - (iii) ensure the Functional Unit or Functional Area, as applicable, remains commercially viable and competitive.
- (b) As a minimum, refurbishment will include:
 - replacement of all Group 1 FF&E (excluding seats for each Seating Position associated with each respective Functional Area described in Table 1 below, which must be provided in accordance with Estates Services);
 - (ii) replacement of all decorative wall and ceiling finishes and floor coverings;
 - (iii) replacement of all decorative light fixtures; and
 - (iv) refinishing fixed carpentry and fixtures.
- (c) Where a Functional Area listed below has toilets within the room or space, these must be also refurbished at the frequencies listed in Table 1.

| Functional Area | Refurbishment 1 | Refurbishment 2 | Refurbishment 3 |
|-------------------------|-----------------|-----------------|-----------------|
| Chairman's Club | [not disclosed] | [not disclosed] | [not disclosed] |
| Coaches' Club | [not disclosed] | [not disclosed] | [not disclosed] |
| Field Club | [not disclosed] | [not disclosed] | [not disclosed] |
| Traditional Suites | [not disclosed] | [not disclosed] | [not disclosed] |
| Social Suites | [not disclosed] | [not disclosed] | [not disclosed] |
| Field Suites | [not disclosed] | [not disclosed] | [not disclosed] |
| Field Social Suites | [not disclosed] | [not disclosed] | [not disclosed] |
| Function Room | [not disclosed] | [not disclosed] | [not disclosed] |
| Open Corporate Reserves | [not disclosed] | [not disclosed] | [not disclosed] |
| Sky View Lounge | [not disclosed] | [not disclosed] | [not disclosed] |
| Club Lounge | [not disclosed] | [not disclosed] | [not disclosed] |
| Terrace | [not disclosed] | [not disclosed] | [not disclosed] |
| Restaurants | [not disclosed] | [not disclosed] | [not disclosed] |

Annexure E - Glossary

- (a) Unless the context otherwise requires, or where defined in Section (b) below, capitalised terms in the Services Specifications:
 - (i) have the meaning given to them in clause 1.1 of this Agreement; and
 - (ii) a reference to any plan or document includes all, schedules, appendices and attachments to such plans or documents.
- (b) In these Services Specifications:

| Term | Meaning |
|------------------------------------|--|
| Activity Adjustment Threshold | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. |
| Alarm | means each event as reported at the Security System head end and displayed on the control room alarm screen. |
| Annual Operating Documents | means the documents described in Part F, Section 1.3(a) of these Services Specifications as updated or amended in accordance with this Agreement. |
| Annual Reports | means the report to be prepared by Project Co described in Part F, Section 5 of these Services Specifications as updated or amended in accordance with this Agreement. |
| Annual Services Plan | means the plan to be prepared by Project Co described in Part F, Section 10 of these Services Specifications as updated or amended in accordance with this Agreement. |
| Asset Management System | means the asset management system described in Part B, Section 3.8 of these Services Specifications. |
| Asset Register | means the asset register required to be set up and maintained by Project Co in accordance with Part B, Section 3.8 of these Services Specifications. |
| Asset Security Plan | means the plan described in Part F, Section 8.12 of these Services Specifications as updated or amended from time to time in accordance with this Agreement. |
| Asset Security Services | means those Services described in Part C, Section 7 of these Services Specifications. |
| AV Systems Maintenance Services | means those Services described in Part B, Section 3.7 of these Services Specifications. |
| Available | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. |

| Term | Meaning |
|--|---|
| Boundaries | means all boundaries including fences, walls and gates and including the boundary of the Site. |
| Building Fabric | means all Façade and Roofs, Internal Building Fabric, Doors and Door Furniture, windows, floors and floor coverings and Decorative Finishes. |
| Building Information Modelling (BIM) | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Building Management IT Hardware and Software | means those Services described in Part B, Section 3.8 of these Services Specifications. |
| Building Management System (BMS) | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Bump-In | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Bump-Out | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Catering Facilities | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Community Recreation Oval | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Cricket Wicket | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| DBFM Asset Information | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Decorative Finishes | means all decorative finishes including paintwork, fabric and special finishes applied to walls, ceilings, woodwork, metalwork, pipework and other visible elements. |
| <i>Development Testing, Deployment and Mitigation Plan</i> | the sub-plan to the Management and Integration Services Plan described in Part F, Section 8.15 of the Services Specifications as amended or updated from time to time in accordance with this Agreement. |
| Displays | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Doors and Door Furniture | means all doors and door furniture including locks and hold open devices. |
| Drop-In Cricket Wickets | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Drop-In Cricket Wicket Transporter | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Drop-In Seats | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Electrical Power and Other Cables Systems | means all electrical power and other cabled systems including lighting and lighting control systems, lightning protection, ICT Systems, Security Systems, AV Systems safety systems and alarm systems, including applicable systems and equipment described in Chapter E11 (Electrical Services), Chapter E12 (Lighting Systems), Chapter E13 (Information Communications Technology (ICT) Systems), Chapter E14 (Audio Visual (AV) Systems) and Chapter E15 (Security Systems) of Schedule |

| Term | Meaning |
|--|--|
| | 12 (Design Specifications) of this Agreement. |
| EMS | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Entertainment Event | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Estate Services | means Scheduled Maintenance, Unscheduled Maintenance, Lifecycle Services and Key and Lock Management as described in Part B of these Services Specifications or, as the context permits, any one of them. |
| Event Attendance | means those Services described in Part C, Section 4.3(d) of these Services Specifications. |
| Event Cleaning Time | means the period commencing on 10:00am on an Event Day and ending 8 hours after the end of that Event Day. |
| Event Support Services | means those Services described in Part C, Section 4 of these Services Specifications. |
| Excluded Assets | has the meaning given to that term in Part B, Section 3.1(e) of these Services Specifications. |
| External Areas | means all areas of the Sports Precinct and Off-Site Infrastructure external to any built structures. |
| Façades and Roofs | means all external building fabric including external walls, cladding, roof, coping, parapets, slabs, fire escapes, walkway, safety barriers, balconies, eaves, rendering, windows, roof anchor points and secure perimeter and fencing. |
| Facilities Management Services | the Services to be provided as described in Part C of these Services Specifications. |
| Fire Engineering Report | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| FM Help Desk | means the contact point to be established by Project Co pursuant to Part C, Section 9 of these Services Specifications, which will provide the FM Help Desk Services. |
| FM Help Desk Instructions | means the procedures described in Part F, Section 8.6 of these Services Specifications as updated or amended in accordance with this Agreement. |
| FM Help Desk Procedures | means the procedures described in Part F, Section 8.5 of these Services Specifications as updated or amended in accordance with this Agreement. |
| FM Help Desk Services | means those Services described in Part C, Section 9 of these Services Specifications. |
| FM Help Desk User | means any person authorised by the State or the Stadium Operator to raise requests or report Issues to the FM Help Desk. |
| Functional Area | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Functional Unit | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Further Rectification Period | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. |
| Further Remedial Period | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. |
| <i>Grounds and Gardens Management Plan</i> | means the plan described in Part F, Section 8.10 of these Services Specifications as updated or amended in accordance with this Agreement. |

| Term | Meaning |
|---|---|
| Grounds and Gardens Services | means those Services set out in Part C, Section 3 of these Services Specifications. |
| Handover Package | means those documents described in Part F, Section 12 of these Services Specifications. |
| <i>Heating, Air Conditioning and Mechanical Ventilation Systems</i> | means all mechanical services, including heating, air conditioning and mechanical ventilation systems including fume cupboards, heating hot water systems including boilers and pumps, piping and valves, air conditioning systems including fans, cooling and heating coils, filters, dampers, ductwork and grilles, variable air volume boxes and automatic controls, chilled water systems including chillers, pumps, piping and valves, supply and exhaust ventilations systems including fans, ductwork, dampers, grilles and BMS, including applicable systems and equipment described in Chapter E10 (Mechanical Services) and Chapter E17 (BMS) of Schedule 12 (Design Specifications) of this Agreement. |
| Hot and Cold Water Systems | means all cold and hot water systems, or any part of a hot or cold water system, including cold water supplies, rainwater recycling, domestic cold water systems, domestic hot water systems, filtration and treatment systems, including applicable systems and equipment described in Chapter E5 (Stormwater), Chapter E9 (Hydraulic Services) and Chapter E10 (Mechanical Services) of Schedule 12 (Design Specifications) of this Agreement. |
| HV Distribution System | means all HV distribution systems or any part of a HV distribution systems, including distribution equipment, protective devices, isolators, distribution units and oil circuit breakers, air circuit breakers and earth leakage circuit breakers, including applicable systems and equipment described in Chapter E11 (Electrical Services) of Schedule 12 (Design Specifications) of this Agreement. |
| ICT and AV Services | means those Services described in Part C, Section 5 of these Services Specifications. |
| ICT Systems Maintenance Services | means those Services described in Part B, Section 3.6 of these Services Specifications. |
| Initial Rectification Period | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. |
| Initial Remedial Period | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. |
| Internal Building Fabric | means all of the internal building fabric including internal walls, partitions, accessible floors, staircases, balustrades and ceilings. |
| IRUA | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Key and Lock Management | means those Services described in Part B, Section 3.9 of these Services Specifications. |
| LED Signage | has the meaning given in to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| LED Superscreens | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| LV and Small Power Distribution System | means all LV distribution systems, and any part of a LV distribution system, including distribution equipment, protective devices and fuse switches, isolators, distribution boards, fuses, miniature circuit breakers, air circuit breakers, earth leakage circuit breakers and residual current devices, exposed distribution cables and check meters, including applicable systems and equipment described in Chapter E11 (Electrical Services), Chapter E12 (Lighting Systems), Chapter E13 (Information Communications Technology (ICT) Systems), Chapter E14 (Audio Visual (AV) Systems) and Chapter E15 (Security Systems) of Schedule |

| Term | Meaning | | |
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| | 12 (Design Specifications) of this Agreement. | | |
| Make Safe | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. | | |
| Make Safe Time | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. | | |
| Management and Integration Service Plan | means the plan described in Part F, Section 8.15 of these Services Specifications as updated or amended in accordance with this Agreement. | | |
| Management and Integration Services | means those Services described in Part D of these Services Specifications. | | |
| Monthly Performance Report | means the report described in Part F, Section 4 of these Services Specifications as updated or amended in accordance with this Agreement. | | |
| Monthly Services Plan | means the plan described in Part F, Section 3 of these Services Specifications as updated or amended in accordance with this Agreement. | | |
| Nursery | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. | | |
| <i>Operating and Maintenance Manuals</i> | means the manuals described in Part F, Section 11 of these Services Specifications as updated or amended in accordance with this Agreement. | | |
| <i>Operating Phase Lifecycle Maintenance Plan</i> | means the plan described in Part F, Section 8 of these Services Specifications as updated or amended in accordance with this Agreement. | | |
| Operating Phase Plans | means those plans described in Part F of these Services Specifications. | | |
| Operational Environmental Management Plan | means the plan described in Part F, Section 8.14 of these Services Specifications as updated or amended in accordance with this Agreement. | | |
| Pass Through Costs | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. | | |
| Pedestrian Underpass | has the meaning given to it in Part G (Glossary) Schedule 12 (Design Specifications) of this Agreement. | | |
| Pedestrian Underpass Structural Members | means those structural components of the Pedestrian Underpass, to be constructed and maintained by others, being the superstructure and foundations, including the abutments, deck, beams, piers, pier headstocks, columns, piles, pile caps and other supports. | | |
| Permanent Repair | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. | | |
| Permit to Work | means a permit to work required to be granted by the Services Manager or a delegate of the Services Manager. | | |
| Permitted Training | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. | | |
| Pest | means: | | |
| | (a) insects (including ants, white ants, termites and flying insects); | | |
| | (b) arachnids and arthropods; | | |
| | (c) rodents and mammals (including feral domestic pets); | | |
| | (d) snakes and reptiles; | | |
| | (e) birds; | | |
| | (f) billbugs; | | |
| | (g) scarab beetle larvae; and | | |
| | (h) African black beetles. | | |

| Term | Meaning | |
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| Pest Control Plan | means the report described in Part F, Section 8.11 of these Services Specifications as updated or amended in accordance with this Agreement. | |
| Pest Control Services | means those Services described in Part C, Section 6 of these Services Specifications as updated or amended in accordance with this Agreement. | |
| Pitch Grow Lights | means the lighting rigs and ancillary components and systems used in the provision of Playing Surface Services to promote the growth of the Turf (as that term is defined in Part G (Glossary) Schedule 12 (Design Specifications) of this Agreement). | |
| Pitch Recovery Period | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. | |
| Playing Surface | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. | |
| Playing Surface Management Plan | means the plan described in Part F, Section 8.9 of these Services Specifications as updated or amended in accordance with this Agreement. | |
| Playing Surface Management Report | means the report described in Part F, Section 6 of these Services Specifications as updated or amended in accordance with this Agreement. | |
| Playing Surface Services | means those Services described in Part C, Section 2 of these Services Specifications. | |
| Policies and Procedures Manual | means the manual described in Part F, Section 8 of these Services Specifications) as updated or amended in accordance with this Agreement. | |
| Post-Event Activities | means those Services described in Part C, Section 4.3(e) of these Service Specifications. | |
| Pre-Event Activities | means those Services described in Part C, Section 4.3(c) of these Service Specifications | |
| Priority 0 Fault | has the meaning given to that term in Section 3.2 of Schedule 14 (Payment Schedule) of this Agreement. | |
| Priority 1 Fault | has the meaning given to that term in Section 3.2 of Schedule 14 (Payment Schedule) of this Agreement. | |
| Priority 2 Fault | has the meaning given to that term in Section 3.2 Schedule 14 (Payment Schedule) of this Agreement. | |
| Priority 3 Fault | has the meaning given to that term in Section 3.2 Schedule 14 (Payment Schedule) of this Agreement. | |
| Private Wastewater Main | has the meaning given to that term in Schedule 12 (Design Specifications) of this Agreement. | |
| Quality Standards | has the meaning given to it in Clause 1.1 of this Agreement, being all standards, codes, specifications, guidelines, policies and requirements to be complied with in accordance with, and subject to, the terms of this Agreement including: (a) the Output Specifications; (b) all requirements of any Authorisations relevant to, and of any | |
| | Authorities having jurisdiction over, the DBFM Works, the Services, the Stadium, the Sports Precinct and Off-Site Infrastructure (or any of them); | |
| | (c) the National Construction Code; | |
| | (d) the Disability (Access to Premises - Buildings) Standards (2010) under the Disability Discrimination Act 1992 (Cth); | |

| Term | Meaning | |
|-----------------------------------|---|---|
| | (e) | all relevant standards, codes and guides of Standards Australia and Standards New Zealand (with the year of the standards, codes and guides to be as referenced by the National Construction Code, unless noted otherwise in the Output Specifications or otherwise approved by the State) and, where an Australian Standard or a New Zealand Standard does not exist, the relevant British standard or International standard; |
| | (f) | all Sporting Standards; |
| | (g) | all standards, codes and guides published by the WorkCover Corporation of Western Australia and WorkSafe WA; |
| | (h) | to the extent they do not conflict with the standards, codes or guides published by WorkSafe WA, the standards, codes and guides published by the National Occupational Health and Safety Commission and SafeWork Australia; |
| | (i) | National Environment Protection (Assessment of Site Contamination) Amendment Measure 2013, issued by the National Environment Protection Council; |
| | (j) | all Environment Protection Authority (WA) publications and bulletins; |
| | (k) | relevant national and State policies; |
| | (I) | all requirements of Utility Companies and Governmental Agencies relevant to the DBFM Works, the Services, the Stadium, the Sports Precinct and Off-Site Infrastructure (or any of them); and |
| | (m) | all other standards, codes, specifications, guidelines, policies and requirements relevant to the DBFM Works, the Services, the Stadium, the Sports Precinct and Off-Site Infrastructure (or any of them), |
| | as m | ay be amended, supplemented or replaced from time to time. |
| Rectification | | he meaning given to that term in Schedule 14 (Payment Schedule) s Agreement. |
| Rectification Period | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. | |
| Rectify | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. | |
| Relevant Monthly Services Plan | the Monthly Services Plan for the Month in which the Requested Services are requested for. | |
| Remedial Period | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. | |
| Remedy | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. | |
| Risk Management Plan | the plan described in Part F, Section 8.13 of the Services Specifications as amended or updated from time to time in accordance with this Agreement. | |
| Scheduled | means recurring work undertaken against a schedule contained in a document reviewed in accordance with the terms of this Agreement including Schedule 3 (Review Procedures) of this Agreement and these Services Specifications, or as otherwise agreed with the Stadium Operator and the State Representative in accordance with these Services Specifications. | |
| Scheduled Maintenance | requi Stad | ns the performance by Project Co of those maintenance activities red to be performed on a regular basis, in order to ensure the jum, Sports Precinct, Off-Site Infrastructure, Security Systems, ICT ems, AV Systems and Building Management IT Hardware and |

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| Term | Meaning | | |
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| | Software continue to meet and comply with the Design Requirements, satisfy the FFP Warranty and meet the applicable Service Standards at all times. | | |
| Scheduled Services | has the meaning given to that term in Schedule 26 (Operational Interface Agreement) of this Agreement. | | |
| Seating Bowl | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications). | | |
| Seating Position | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. | | |
| Security Issue | means: | | |
| | (a) any incident in the Stadium or Sports Precinct where a criminal offence is suspected of having been committed; and | | |
| | (b) an incident which has the potential to result in civil court proceedings. | | |
| Services Provider | means any Subcontractor engaged, in accordance with the terms of this Agreement, to perform the Services, or any part of the Services, including the FM Subcontractor. | | |
| Services Training and Induction Program | means the program described in Part F, Section 8.3 of these Services Specifications as updated or amended in accordance with this Agreement. | | |
| <i>Sewerage and Other Drainage Systems</i> | means all drainage systems, and any part of a drainage system, including trade waste system and sewer system, all sanitary ware, stormwater system (including swales), sewer mining and department sewer line, including applicable systems and equipment described in Chapter E5 (Stormwater) and Chapter E9 (Hydraulic Services) of Schedule 12 (Design Specifications) of this Agreement. | | |
| Site Circulation Routes and Hard Landscaping | means driveways, roadways, footpaths, boardwalks, pavements and pavement edging, car park surface, including associated steps and ramps. | | |
| Specific Service Specification | means each of the specifications which relate to each Service set out in Part B and Part C of these Services Specifications. | | |
| Sporting Equipment | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. | | |
| SSISEP | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. | | |
| Stadium Event | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. | | |
| Stadium Operator's Emergency Management Plan | means the emergency management plan to be prepared by the Stadium Operator, including as described in Part F, Section 8.4 of these Services Specifications. | | |
| Stadium Personnel Induction and Training Program | means the program described in Part F, Section 8.2 of these Services Specifications as updated or amended in accordance with this Agreement. | | |
| Stadium Systems | means those systems described in clause 24.1 of this Agreement. | | |
| Statutory Testing | means the inspections and testing to be carried out under Annexure A (Statutory Testing) of these Services Specifications to ensure the Stadium and Sports Precinct satisfies the FFP Warranty. | | |
| Structural Maintenance | means the inspection, construction, reconstruction, modification, or repair of any part of a structure or structural element undertaken to assure that structure or structural element remains in proper working condition to serve its intended purpose and prevent structural failure. | | |
| Temporary Repair | has the meaning given to that term in Schedule 14 (Payment Schedule) | | |

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| Term | Meaning |
| | of this Agreement. |
| Turf Farm | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Unscheduled | means Services required to be performed by Project Co which are not scheduled in accordance with these Services Specifications. |
| Unscheduled Maintenance | means the performance by Project Co of any repair and rectification work to ensure the Stadium, Sports Precinct, Off-Site Infrastructure, Security Systems, ICT Systems, AV Systems and Building Management IT Hardware and Software continue to meet and comply with the Design Requirements, satisfy the FFP Warranty and meet the applicable Service Standards at all times, which does not constitute Scheduled Maintenance, Lifecycle Services, Minor Works or Rectification or Remediation required to be undertaken in accordance with Schedule 14 (Payment Schedule). |
| Unscheduled Service Request | means any request of the State or Stadium Operator in relation to an Unscheduled Service. |
| Utilities Management Services | means those Services described in Part C, Section 8 of these Services Specifications. |
| Utility Services Conservation Plan | means the plan described in Part F, Section 8.7 of these Services Specifications as updated or amended from time to time in accordance with this Agreement. |
| Utility Services Contingency Plan | means the plan described in Part F, Section 8.8 of these Services Specifications. |
| VAP | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. |
| <i>Variable Completed Service Payment or VCSP</i> | has the meaning given to that term in Schedule 14 (Payment Schedule) of this Agreement. |
| Variable Payment Quote | is defined in Part D, Section 17.3(b) of these Services Specifications. |
| <i>Variable Payment Rate Card</i> | means the variable payment rate card set out in Table 1 of Annexure H (Variable Payment Rate Card) of these Services Specifications, as updated from time to time and including, rates and anticipated labour hours for each scope element of the Requested Services. |
| Vertical Transportation | has the meaning given to that term in Part G (Glossary) of Schedule 12 (Design Specifications) of this Agreement. |
| Weekly Performance Report | means the report described in Part F, Section 2 of these Services Specifications as updated or amended in accordance with this Agreement. |
| Work Method Statements | means the document described in Part F, Section 7 of these Services Specifications. |

Annexure F - Work Method Statements

Annexure G – Operating Phase Plan Amendments

1 ACKNOWLEDGEMENT

- (a) Project Co acknowledges that the Operating Phase Plans at the date of this Agreement are not in final form and do not meet the requirements of this Agreement, including these Services Specifications.
- (b) Project Co must prepare and submit to the State amended versions of the Operating Phase Plans:
 - (i) in accordance with Section 2 of this Annexure G;
 - (ii) unless expressly set out otherwise, no later than 12 Months prior to the date upon which it reasonably expects to achieve Technical Completion.

2 REQUIRED AMENDMENTS

- 2.1 [Not disclosed]
- 2.2 [Not disclosed]
- 2.3 [Not disclosed]
- 2.4 [Not disclosed]
- 2.5 [Not disclosed]
- 2.6 [Not disclosed]
- 2.7 [Not disclosed]

Annexure H – [*Not disclosed*]