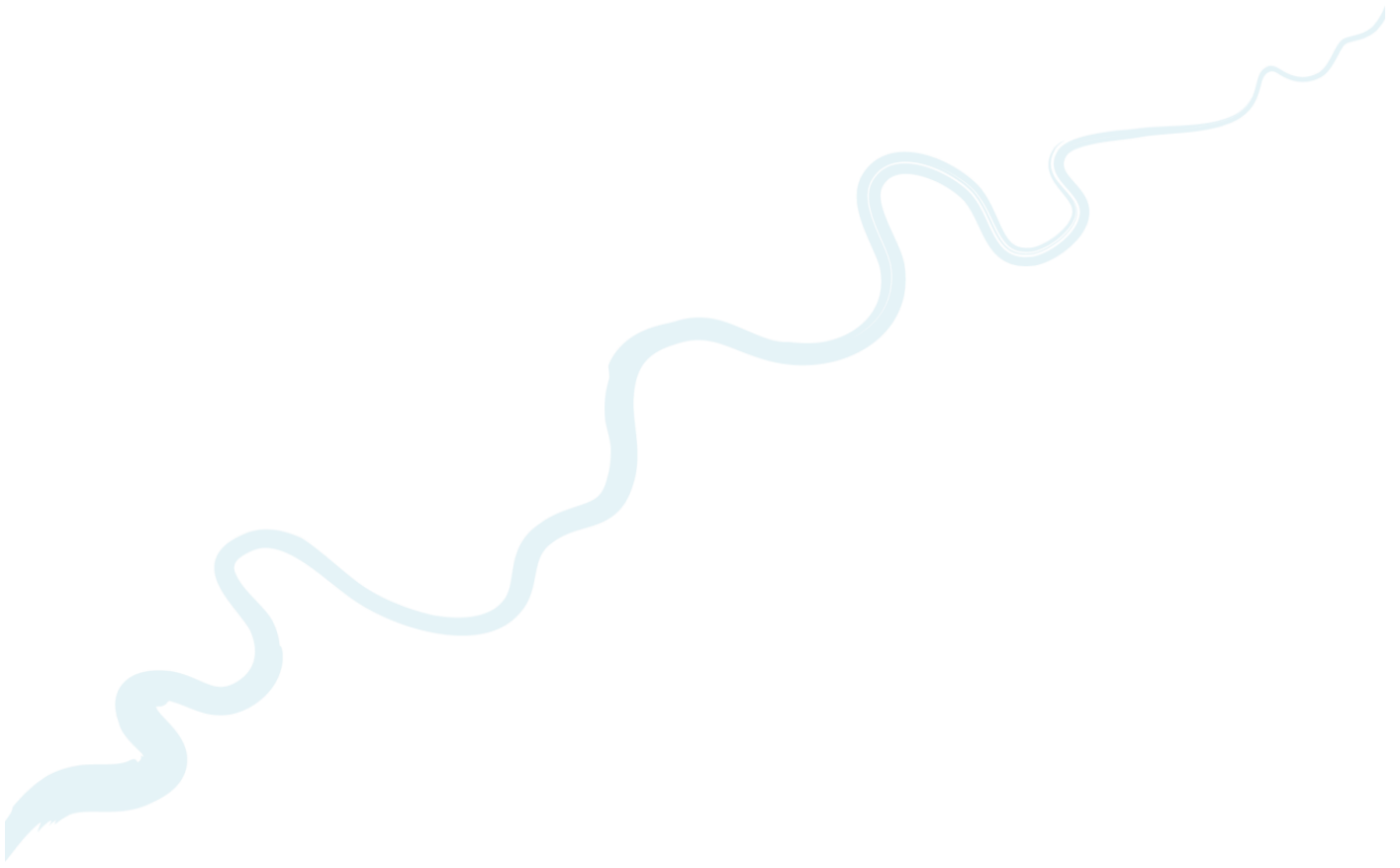




newPerth
Stadium

Schedule 7 – Pre-Operational Services Specifications



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PART A: DEFINITIONS AND OVERVIEW

A.1 Definitions

Unless the context otherwise indicates, whenever used in these Pre-Operational Services Specifications, words and phrases in these Pre-Operational Services Specifications have the meaning given to them in Clause 1.1 of this Agreement, Annexure A (Glossary) of Schedule 8 (Service Specifications) to this Agreement or Annexure B (Glossary) to these Pre-Operational Services Specifications.

A.2 The Pre-Operational Services Specification

The Pre-Operational Services Specifications sets out the specific services that the Operator must undertake during the Pre-Operational Phase. Without limiting the obligations in this Agreement and the Operational Interface Agreement in respect of timing of some of the Pre-Operational Services, the Pre-Operational Services must be undertaken in accordance with the Pre-Operational Services Program and completed by the Date for Commercial Acceptance.

The Pre-Operational Services Specifications does not limit the activities that the Operator must undertake in order to be fully ready to provide the Services set out in Schedule 8 (Services Specifications) from the Stadium and Sports Precinct from the Date for Commercial Acceptance, however for the avoidance of doubt, in performing the Pre-Operational Services, the Operator is not required to undertake any activity which forms part of the DBFM Services.

A.3 Relationship between the Services Specifications and the Payment Schedule

- (a) Performance Failure Abatements (if any) for failing to achieve the requirements set out in these Pre-Operational Service Specifications are calculated in accordance with Schedule 9 (Payment Schedule) of this Agreement.
- (b) The Key Performance Indicators set out in Annexure A of Schedule 9 (Payment Schedule) of this Agreement do not limit the obligation to provide the Pre-Operational Service to meet the requirements set out in these Pre-Operational Service Specifications.

PART B: PRE-OPERATIONAL SERVICES

B.1 Overview of Pre-Operational Services

Working with the State and Project Co, the Operator must undertake pre-operational services roles and activities with respect to transitioning the Stadium and Sports Precinct from construction to operation. The Operator must provide a highly skilled, suitably qualified and efficient team with overarching corporate support for key functions.

B.1.1 Operator Objectives

In delivering the Pre-Operational Services, the Operator must, in every way possible, strive to achieve the following:

- (a) the new Perth Stadium Project Aspirations;
- (b) the Operational Objectives; and
- (c) the Project Benefits.

B.1.2 Operator scope requirements

Without limiting the detail contained in this specification, in delivering the Pre-Operational Services, the Operator must, in accordance with this Agreement and the Operational Interface Agreement:

- (a) recruit and engage a highly skilled, suitably qualified and efficient team;
- (b) without limiting the Operational Interface Agreement, provide input into Project Co's Design Documentation and Project Co Plans with the objective of ensuring that relevant elements of the Stadium and Sports Precinct are fit for the purpose of the Operator providing the Services in accordance with this Agreement;
- (c) engage and contract with Key Users and Hirers for their use of and access to the Stadium for Events;
- (d) work with the State and other Project Stakeholders to carry out promotional and communication activities;
- (e) conduct operational exercises and Test Events;
- (f) procure Group 4 FF&E and install and locate State FF&E;
- (g) procure, test and commission all Hired Equipment;
- (h) procure, test and commission all Services Equipment;
- (i) conduct training exercises for Project Co Associates, relevant State Associates and relevant Event Parties;
- (j) conduct all of its activities to assist Project Co to achieve Technical Completion and Commercial Acceptance by the relevant Date for Completion;
- (k) stock the Stadium and Sports Precinct with Consumables and other items necessary for the provision of the Services (except for those items for which Project Co is responsible); and
- (l) satisfy the Operator Completion Items and ensure that the Operator is ready to commence performing the Services in full compliance with this Agreement at the Stadium and Sports Precinct by the Date for Commercial Acceptance (or such other date as provided in the Agreement).

B.1.3 Operator Service Standards

- (a) The Operator must perform the Pre-Operational Services in accordance with the Pre-Operational Plans, the Plans (to the extent applicable during the Pre-Operational Phase), Best Operating Practices, the Operational Interface Agreement and this Agreement.
- (b) In delivering the Pre-Operational Services, the Operator must:
 - (i) ensure continuous compliance with all Laws and any relevant Quality Standards;
 - (ii) ensure during the Pre-Operational Phase that the Pre-Operational Services are delivered in accordance with Best Operating Practices;
 - (iii) ensure provision of a safe and secure environment for all parties;
 - (iv) ensure the State and Project Co are promptly informed of any issues that may materially affect the Services, the Pre-Operational Services or the Project that come to the Operator's attention;
 - (v) ensure completion of the Operator Completion Items; and
 - (vi) achieve value for money for the State.

B.2 Pre-Operational Communications Services

The Pre-Operational Communications Services consist of communications activities with respect to the Services (including the Pre-Operational Services).

B.2.1 Key objectives

The key objectives of the Pre-Operational Communications Services are to ensure:

- (a) that Project Stakeholders are sufficiently informed about the Services and the Stadium and Sports Precinct; and
- (b) a positive public profile and image of the Stadium and Sports Precinct is established and maintained.

B.2.2 Scope

- (a) The Operator must provide Pre-Operational Communications Services:
 - (i) to meet the key objectives in Section B.2.1;
 - (ii) to meet the Pre-Operational Communications Services Standards set out in Section B.2.3; and
 - (iii) otherwise in accordance with this Agreement.
- (b) **(General):**
 - (i) During the Pre-Operational Phase, the State and State Associates will take the lead role for all public communications that relate to the new Perth Stadium Project. These activities will be in accordance with the State Stakeholder Management Plan.
 - (ii) If requested, the Operator must provide reasonable input into and assistance in further developing the State Stakeholder Management Plan.
 - (iii) The Operator must establish communications protocols that prescribe the manner in which Key Users and Hirers can communicate with respect to the Stadium, Sports Precinct and the Services in accordance with the State Stakeholder Management Plan (**User Communications Protocols**).
 - (iv) Without limiting Section B.2.2(b)(ii), the Operator must work cooperatively with the State and State Associates to provide input into the State Stakeholder Management Plan with respect to activities to be undertaken by the Operator, Operator Associates, Key Users and Hirers.
 - (v) The Operator must only undertake communications or promotional activities that are expressly permitted to be undertaken by it in the State Stakeholder Management Plan, unless the State has provided prior written consent otherwise.
- (c) **(Key Users and Hirers):** During the Pre-Operational Phase, the Operator must use its reasonable endeavours to procure that Key Users and Hirers comply with the User Communications Protocols.
- (d) **(Transport):** During the Pre-Operational Phase, the Operator must work cooperatively with the State and the PTA to develop and implement a communications strategy to educate and inform Patrons and the general public in relation to transport options to and from the Stadium for Events, and which promotes the use of public transport.

B.2.3 Pre-Operational Communications Services Standards

In delivering the Pre-Operational Communications Services, the Operator must:

- (a) undertake its roles and tasks set out in the updated State Stakeholder Management Plan efficiently and in the timeframes and to the quality described in the updated State Stakeholder Management Plan;
- (b) not undertake communications or promotional activities that are not explicitly set out in the State Stakeholder Management Plan;
- (c) report any communications issues or potential issues to the State Representative immediately upon becoming aware of them; and
- (d) work co-operatively with the State and State Associates.

B.3 Pre-Operational Design Services

B.3.1 Overview

The Pre-Operational Design Services consist of:

- (a) the design and selection of State FF&E;
- (b) input into the Design Development Process; and
- (c) review of Project Co Plans.

The Pre-Operational Design Services complement, and do not derogate from, the obligations in respect of Design Documentation and the Project Co Plans in the Operational Interface Agreement.

B.3.2 Key objectives

The key objectives of the Pre-Operational Design Services are to:

- (a) achieve value for money for the State;
- (b) enable Project Co to complete the Design Development Process in accordance with the DBFM Works Program and the Project Agreement;
- (c) seamlessly integrate the Operator FF&E with the Stadium and Sports Precinct; and
- (d) work co-operatively with Project Co and the State to achieve the above objectives.

B.3.3 Scope

- (a) The Operator must provide Pre-Operational Design Services:
 - (i) to meet the key objectives in Section B.3.2;
 - (ii) to meet the Pre-Operational Design Services Standards set out in Section B.3.4; and
 - (iii) in accordance with the Operator's Design Management Plan.
- (b) **(Design development):** The Operator must ensure it has the appropriately skilled and knowledgeable resources available to provide input into the Design Development Process, including in relation to:
 - (i) reviewing the Design Documentation when requested to do so by the State, including:

- (A) relevant Delayed Design and Procurement elements of the Project Agreement; and
 - (B) the Group 1 FF&E and Group 2 FF&E;
 - (ii) attending and participating in the Design Development Process:
 - (A) user group meetings; and
 - (B) value management workshops; and
 - (iii) providing advice to Project Co in relation to relevant interfaces between the Stadium and Sports Precinct and State FF&E and Hired Equipment.
- (c) **(State FF&E):** By 3 Months after the completion of the Design Development Process as set out in the Pre-Operational Services Program or three months prior to the Date for Technical Completion, whichever is later, the Operator must update the FF&E List in Schedule 13 (FF&E List) of this Agreement to include (as applicable and to the extent not completed as at that date), for each item of State FF&E, the:
- (i) FF&E item code;
 - (ii) FF&E item name;
 - (iii) location within the Stadium and Sports Precinct;
 - (iv) FF&E item output specifications, including: description, colour, dimensions, capacities, ratings, temperatures and other functional specifications (to the extent relevant);
 - (v) quantity to be provided;
 - (vi) expected unit cost of each item;
 - (vii) FF&E category (that is Group 3 FF&E or Group 4 FF&E);
 - (viii) maintenance and cleaning requirements; and
 - (ix) expected design life.
- (d) **(Hired Equipment):** By 3 Months after the completion of the Design Development Process as set out in the Pre-Operational Services Program or three months prior to the Date for Technical Completion, whichever is later, the Operator must provide a schedule of Hired Equipment to be used, or intended to be used, in the Stadium and Sports Precinct, including, for each item of Hired Equipment:
- (i) its location within the Stadium and Sports Precinct;
 - (ii) its output specifications, including description, dimensions, capacities, ratings, temperatures and other functional specifications (to the extent relevant);
 - (iii) quantity to be provided;
 - (iv) any relevant interfaces with the DBFM Works or DBFM Services,
- (the **Hired Equipment List**).
- (e) **(Project Co Plans):** The Operator must provide its input into the Project Co Plans in accordance with the Operational Interface Agreement.

B.3.4 Pre-Operational Design Services Standards

In delivering the Pre-Operational Design Services, the Operator must:

- (a) ensure that, if requested by the State or Project Co, an appropriately skilled and knowledgeable Operator Associate attends each Design Development Process meeting; and
- (b) ensure that the FF&E List is updated in accordance with Section B.3.3(c) and is generally consistent with Attachment 1 (Operator's Plans) to this Agreement.

B.4 Pre-Operational ICT Deployment and Integration Services

B.4.1 Overview

The Pre-Operational ICT Deployment and Integration Services consist of:

- (a) solution architecture and design;
- (b) implementation planning; and
- (c) installation and commissioning,
of the Operator Systems.

B.4.2 Key objectives

The key objectives of the Pre-Operational ICT Deployment and Integration Services are:

- (a) the efficient and effective deployment and integration of the Operator Systems;
- (b) Operator Systems that operate and function seamlessly with the Stadium Systems;
- (c) to not disrupt Project Co, the DBFM Works and the DBFM Services;
- (d) maximise the return on investment in the Stadium Systems and to avoid any unnecessary duplication of systems and infrastructure between the Services and the DBFM Services; and
- (e) provide value for money to the State.

B.4.3 Scope

- (a) The Operator must provide Pre-Operational ICT Deployment and Integration Services:
 - (i) to meet the key objectives in Section B.4.2;
 - (ii) to meet the Pre-Operational ICT Deployment and Integration Service Standards set out in Section B.4.4; and
 - (iii) in accordance with the ICT Deployment and Integration Pre-Operational Plan.
- (b) **(DBFM design)**: The Operator must work cooperatively with the State and Project Co, and provide all necessary resources to assist with the Design Development Process in respect of the Stadium Systems.
- (c) **(Final design)**:
 - (i) The Operator must finalise the design of the Operator Systems in a manner that ensures those designs are consistent with the Initial Design and must

provide all necessary information for the State and Project Co to understand the technical functionality of the Operator Systems and their interfaces with the Stadium Systems and other relevant systems including:

- (A) solution architecture diagrams;
 - (B) network topology diagrams;
 - (C) systems integration diagrams;
 - (D) any single points of failure;
 - (E) detailed functional descriptions of all systems, hardware, software and interfaces;
 - (F) detailed hardware and software equipment lists; and
 - (G) details of licensing arrangements,
- (the **Final Design**).

- (ii) The Operator must provide to the State the Final Design for review by the State in accordance with Schedule 2 (Review Procedures).

For the avoidance of doubt, it is the Operator's responsibility to ensure that the Operator Systems interface and function with the Stadium Systems.

- (d) (**Installation and commissioning**): The Operator must work cooperatively with the State and Project Co to manage the installation and commissioning of the Operator Systems in accordance with the ICT Deployment and Integration Pre-Operational Plan.
- (e) (**Completion**): If the Operator is of the reasonable opinion that it has completed the installation and commissioning of the Operator Systems in accordance with Section B.4.3(d), it must notify the State Representative in writing, such notice to be accompanied by a completion report (in the form set out in the ICT Deployment and Integration Pre-Operational Plan) for review by the State in accordance with Schedule 2 (Review Procedures).
- (f) (**Pre-operational maintenance**): The Operator must ensure that the Operator Systems, including all interfaces with Stadium Systems, function as described in the Final Design from the time that the installation and commissioning under Section B.4.3(d) is finalised.

B.4.4 Pre-Operational ICT Deployment and Integration Services Standards

In delivering the Pre-Operational ICT Deployment and Integration Services, the Operator must take all reasonably practicable steps to:

- (a) ensure that it does not hinder, disrupt or otherwise adversely affect Project Co's ability to deliver the DBFM Works;
- (b) ensure that the Operator Systems are available to be used when needed in order to conduct other Pre-Operational Services and all activities in the State Operational Commissioning Plan;
- (c) maintain the integrity of the Stadium Systems; and
- (d) respond promptly to requests from the State and Project Co in relation to the Operator Systems.

B.5 Pre-Operational Procurement Services

B.5.1 Overview

The Pre-Operational Procurement Services consist of the procurement by the Operator and Operator Associates of all goods and services in the course of delivering the Services or otherwise in accordance with this Agreement, including:

- (a) the procurement of Group 4 FF&E and Hired Equipment; and
- (b) the procurement or engagement of:
 - (i) Key Subcontractors;
 - (ii) Subcontractors; and
 - (iii) Venue Partners.

B.5.2 Key objectives

The key objectives of the Pre-Operational Procurement Services are to:

- (a) achieve value for money for the State;
- (b) demonstrate probity and accountability;
- (c) provide suppliers, including local suppliers, with fair and equitable access to supply opportunities whilst maintaining transparency and integrity;
- (d) enhance and not detract from the profile, brand and reputation of the Stadium and Sports Precinct and the Project Identity; and
- (e) work co-operatively with the State to achieve the above objectives.

B.5.3 Scope

The Operator must provide Pre-Operational Procurement Services:

- (a) to meet the key objectives in Section B.5.2;
- (b) to meet the Pre-Operational Procurement Services Standards set out in Section B.5.4; and
- (c) in accordance with the Procurement Management Plan.

B.5.4 Pre-Operational Procurement Services Standards

- (a) In delivering the Pre-Operational Procurement Services, the Operator must:
 - (i) ensure the completion of the Operator Completion Items; and
 - (ii) ensure that it complies with Clause 5.9 of this Agreement in respect of each Subcontract and Clause 19.4 of this Agreement in respect of Venue Partners.
- (b) Prior to awarding a supply contract for any Operator System, the Operator must liaise with the State and Project Co to ensure compatibility and interoperability with the Stadium Systems and any other systems contained within the Stadium and Sports Precinct.

B.6 State Operational Commissioning Services

B.6.1 Overview

The State Operational Commissioning Services consist of:

- (a) co-ordination with Project Co, including the Commercial Acceptance Tests;
- (b) resource staging;
- (c) mobilisation; and
- (d) Test Events,

at the Stadium and Sports Precinct.

B.6.2 Key objectives

The key objectives of the State Operational Commissioning Services are to ensure that prior to the Operational Commencement Date:

- (a) the Stadium and Sports Precinct is fully compliant and activated;
- (b) the Operator has taken all reasonably practicable steps to ensure all systems and system interfaces in relation to the Services and DBFM Services are fully functional, fit for purpose and tested;
- (c) the Operator has sufficiently trained and inducted Operator Associates, relevant State Associates and relevant Event Parties;
- (d) all Operator Completion Items are successfully completed on or before the Date for Commercial Acceptance; and
- (e) the Stadium and Sports Precinct is otherwise fully ready for the delivery of the Services.

B.6.3 Scope

- (a) The Operator must provide State Operational Commissioning Services:
 - (i) to meet the key objectives in Section B.6.2;
 - (ii) to meet the State Operational Commissioning Service standards set out in Section B.6.4; and
 - (iii) in accordance with the State Operational Commissioning Plan.
- (b) **(Building readiness):**
 - (i) The Operator must liaise with Project Co to ensure all building systems and operational documentation is complete in readiness for commencement of the Operating Phase, which may include:
 - (A) observing Technical Completion Tests and Commercial Acceptance Tests of systems and major items of plant;
 - (B) reviewing and testing Project Co's proposed operational documentation, including the Work Method Statements; and
 - (C) demonstrating that it will be able to comply with all Authorisations for the Operating Phase.

- (ii) The Operator must ensure that all relevant safety systems are established, complete and ready for Operational Commencement, including:
 - (A) the spectator safety policy statement;
 - (B) the Operations Help Desk;
 - (C) policies and conditions regarding the entry to the Stadium for Patrons with respect to Events and Functions;
 - (D) the Operator's policies and procedures for inducting staff, visitors, contractors and other personnel to the Stadium and Sports Precinct;
 - (E) the Incident Register; and
 - (F) the OHS system, in accordance with Section B.8.3(h) of Schedule 8 (Services Specifications) to this Agreement.
- (c) **(FF&E and Hired Equipment):** The Operator must coordinate and manage the delivery, storage, locating, installation, commissioning and testing of State FF&E and Hired Equipment. Without limiting Clause 11 of this Agreement or the Operational Interface Agreement, where State FF&E or Hired Equipment is to be affixed to or otherwise interface with the Stadium or Sports Precinct, the Operator must inform and coordinate with Project Co regarding the specific details of any fixings or other interfaces with the Stadium and Sports Precinct.
- (d) **(Operational testing):**
 - (i) The Operator must arrange for a series of Test Events for the Stadium and Sports Precinct with the objective of:
 - (A) identifying any limitations in the building capability;
 - (B) identifying operational gaps in systems and procedures;
 - (C) identifying the performance of access, egress and movement of Stadium Users; and
 - (D) familiarising Operator Associates with the delivery of an Event.
 - (ii) The Test Events must require the activation of all systems (including Stadium Systems and Operator Systems), equipment (including Services Equipment) and processes and procedures required to deliver the Services and for Project Co to deliver the DBFM Services (as they relate to the conduct of an Event), and ensure that there is a sufficient load (including a sufficient number of people) to properly test the operational requirements of the Stadium and Sports Precinct.
 - (iii) The Test Events must fully test and demonstrate the suitability of the Safety Management Plan, and in doing so, the Operator must undertake a number of tests of the contingency plans, including:
 - (A) emergency scenarios;
 - (B) evacuation scenarios;
 - (C) medical incidents; and
 - (D) coordinated emergency scenarios with the PTA.
 - (iv) The Operator must work cooperatively with the State and the PTA to ensure effective integrated testing of the public transport system for Events.

- (v) The Operator must clean the Stadium and Sports Precinct so that it is clean, tidy and free from litter and debris resulting from the performance of the Test Events (but the Operator is not responsible for any cleaning which forms part of the DBFM Completion Criteria).

B.6.4 State Operational Commissioning Services Standards

In delivering the State Operational Commissioning Services, the Operator must:

- (a) deliver and implement a comprehensive State Operational Commissioning Plan;
and
- (b) ensure the Stadium and Sports Precinct are ready for operations by the Operational Commencement Date.

PART C: [NOT USED]

PART D: [NOT USED]

PART E: [NOT USED]

PART F: PRE-OPERATIONAL PLANS

F.1 Overview**F.1.1 Monthly Documents**

- (a) No later than 7 Business Days after the end of each Month during the Pre-Operational Phase, the Operator must prepare and submit (as applicable), the following documents:
 - (i) a Monthly Pre-Operational Performance Report in respect of the previous Month in accordance with Section F.2; and
 - (ii) a Monthly Pre-Operational Services Plan in respect of the current Month in accordance with Section F.3.

For the first Month of the Term, the Operator is required to submit the report referred to in Section F.1.1(a)(i) for that Month and for the preceding part Month during which the Effective Date occurs.

- (b) The Operator must update and submit to the State an updated template of the Monthly Pre-Operational Performance Report as reasonably requested by the State Representative during the Pre-Operational Phase or as otherwise required by these Pre-Operational Services Specifications.

F.1.2 Pre-Operational Annual Report

- (a) The Operator must prepare, submit and update (as applicable) a Pre-Operational Annual Report in accordance with Section F.4 during the Pre-Operational Phase.
- (b) The Operator must prepare and submit to the State:
 - (i) by 31 March 2017, a first draft of the Pre-Operational Annual Report for review in accordance with Schedule 2 (Review Procedures) of this Agreement;
 - (ii) by 31 May 2017, a final draft of the Pre-Operational Annual Report for review in accordance with Schedule 2 (Review Procedures) of this Agreement; and
 - (iii) by 31 August 2017, the final Pre-Operational Annual Report for review in accordance with Schedule 2 (Review Procedures) of this Agreement.
- (c) The Operator must update or provide a draft Pre-Operational Annual Report as reasonably requested by the State Representative.

F.1.3 Pre-Operational Plans

- (a) The Operator must update and, in the case of the State Operational Commissioning Plan submit, the Pre-Operational Plans in accordance with Section F.5 during the Pre-Operational Phase.
- (b) The Operator must, by no later than 31 March 2017, provide updated versions of each Pre-Operational Plan (other than the State Operational Commissioning Plan which must be provided at the time specified in Clause 11.1 of this Agreement) for review in accordance with Schedule 2 (Review Procedures) of this Agreement.
- (c) If the Operator is of the reasonable opinion that any of the Pre-Operational Plans (other than the State Operational Commissioning Plan) do not require updating:

- (i) the Operator must notify the State Representative in writing no later than 15 July 2017, which of the Pre-Operational Plans it believes are up to date (if any) and why;
 - (ii) the State Representative will notify the Operator in writing, no later than 20 Business Days after receipt of notice from the Operator under Section F.1.3(c)(i), whether, with respect to each Pre-Operational Plan identified in that notice, it agrees with the Operator's opinion; and
 - (iii) if the State Representative does not agree that a Pre-Operational Plan is up to date, the Operator must update and submit that Pre-Operational Plan in accordance with Section F.5.
- (d) The Operator acknowledges that if the State fails to respond to the Operator's notice within the period specified in Section F.1.3(c)(ii), the State will not be deemed to have agreed that the relevant Pre-Operational Plans are up to date.

F.1.4 General

- (a) The Pre-Operational Plans submitted in accordance with these Pre-Operational Services Specifications must be prepared and submitted in accordance with Good Industry Practice.
- (b) The Operator must comply with and provide all Pre-Operational Services in accordance with the then current version of each Pre-Operational Plan.
- (c) All Pre-Operational Plans must be contained in an electronic database available to the State Representative at all times.

F.2 Monthly Pre-Operational Performance Report

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

- (a) **(Pre-Operational Services Milestone payments)**: sufficient information to enable the State Representative to assess the performance of the Pre-Operational Services and to calculate any payments for achieving Pre-Operational Services Milestones in that Month, including financial statements;
- (b) **(Pre-Operational Phase Costs)**: actual versus budgeted Pre-Operational Phase Costs incurred during the Month, together with a commentary on material variances between actual and budgeted expenditure and any forecast cash shortfall in the Pre-Operational Account;
- (c) **(Group 4 FF&E)**: a summary of all Group 4 FF&E procured during the Month with details and substantiation of the acquisition cost and commentary on any material variation between the actual acquisition costs and budgeted acquisition cost;
- (d) **(Hired Equipment)**: a summary of all Hired Equipment procured during the Month with details and substantiation of the rental cost and additional services provided as part of the rental fee;
- (e) **(completion)**: an overall commentary from the Operator in relation to the forecast achievement of the Operator Completion Items and the Operational Commencement Date;
- (f) **(performance)**: details of all Performance Improvement Notices (whether remedied or not) and Performance Failure Abatements;
- (g) **(Key User engagement)**: an update on engagement with Key Users, including any material issues;

- (h) **(communications)**: details of all communications and marketing activities undertaken by the Operator, Operator Associates, Venue Partners or Precinct Partners, including:
 - (i) details of any advertising activities and issues; and
 - (ii) details of any Stadium User feedback, including details of any responses (including any action in response) to that feedback;
- (i) **(Services planning)**: an update on the planning for how each Specific Service Specification will be undertaken in the Operating Phase;
- (j) **(interface)**: details of any interface issues and Co-ordination Issues between the Services and the DBFM Services, or between Project Co and the Operator;
- (k) **(stakeholders)**: details of any issues, or potential issues, with Project Stakeholders;
- (l) **(quality assurance)**: details of any quality assurance issues;
- (m) **(Contract Management Team)**: the minutes of the monthly meeting of the Contract Management Team;
- (n) **(human resources)**:
 - (i) details of any changes to personnel and staffing structure of the Operator and Operator Associates located on Site and the reasons for those changes; and
 - (ii) staffing rosters for the Operator and Operator Associates located on Site for the next Month, including details of any leave; and
- (o) **(other information)**: any other information required to be provided in accordance with this Agreement.

F.3 Monthly Pre-Operational Services Plan

Each Monthly Pre-Operational Services Plan must:

- (a) provide a summary of the Pre-Operational Services activities to be undertaken by the Operator and Operator Associates during the next Month;
- (b) set out the Operator's approach to the resolution of any outstanding issues identified in the Monthly Pre-Operational Performance Report;
- (c) provide an update on the forecast achievement of Pre-Operational Services Milestones;
- (d) provide a summary of any upcoming procurement activities for the next 2 Months; and
- (e) include any other information reasonably requested by the State Representative.

F.4 Pre-Operational Annual Report

The Operator must include the following information, or such other information as agreed with the State Representative, in respect of the period from the commencement of the Pre-Operational Phase to 30 June 2017:

- (a) **(Pre-Operational Services Milestones)**: details of the Pre-Operational Services Milestones achieved in the previous Financial Year, including whether they were achieved in accordance with the relevant Pre-Operational Milestone Date and any issues faced;

- (b) **(performance)**: a summary of all Performance Improvement Notices (whether remedied or not) and Performance Failure Abatements;
- (c) **(Pre-Operational Services)**: a summary update on the delivery of each Pre-Operational Service;
- (d) **(Services planning)**: a summary update on the planning for each Specific Pre-Operational Service Specification for the next year;
- (e) **(communications)**: a summary of all communications activities;
- (f) **(procurement)**: a summary of procurement activities, including:
 - (i) any new contracts, extensions to contracts or expired contracts; and
 - (ii) a report detailing, for each contract awarded, the overall local content outcomes, including the value of goods and services expected to be sourced:
 - (A) within Western Australia;
 - (B) nationally (excluding Western Australia); and
 - (C) from overseas,
 and where goods and services are sourced from overseas, the rationale for doing so;
- (g) **(public relations)**: a summary of public relations issues, including complaints or concerns raised by the public or user groups and the actions taken;
- (h) **(safety)**: a safety report summarising any safety, security or occupational safety and health issues and incidents and any safety initiatives, and the actions taken; and
- (i) **(other information)**: any other information required to be provided in accordance with this Agreement.

The Operator must, for the period from 1 July 2017 to the commencement of the Operating Phase, provide the information in this Section F.4 as part of the first Annual Report to be provided by the Operator in the Operating Phase in accordance with Section F.4 of Schedule 8 (Services Specifications), unless the State acting reasonably, requests otherwise.

F.5 Pre-Operational Plans

F.5.1 Key User Engagement Plan

The Key User Engagement Plan must be prepared and maintained in accordance with Section F.1.3, including:

- (a) details in relation to the Operator's overall approach to the engagement and contracting with Key Users;
- (b) details in relation to the roles and responsibilities of the key Operator Associates engaging with Key Users, including a program of activities and tasks; and
- (c) how the Operator will involve the State in the engagement with Key Users.

F.5.2 Operator's Design Management Plan

The Operator's Design Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will satisfy the key objectives set out in Section B.3.2, including:

- (a) details in relation to the Operator's overall approach to the delivery of the Pre-Operational Design Services; and
- (b) the Operator's strategy for allocating resources to the Design Development Process including:
 - (i) details of the Operator's proposed design team including their relevant experience;
 - (ii) the level of commitment and roles of each of the design team members; and
 - (iii) the proposed interface arrangements between the Operator, the Operator's design team, Project Co's design team and the State.

F.5.3 ICT Deployment and Integration Pre-Operational Plan

The ICT Deployment and Integration Pre-Operational Plan must be maintained in accordance with Section F.1.3 and must include details regarding how the Operator will satisfy the key objectives set out in Section B.4.2, including:

- (a) **(Initial Design):**
 - (i) a description of the Operator Systems in their entirety, including commentary on interfaces with the Stadium Systems;
 - (ii) suitable documentation with respect to the reasonable requirements of the Operator Systems (to allow finalisation of the design development of the Stadium Systems); and
 - (iii) an assessment and identification of any architectural considerations that may have an impact on the design of the Stadium Systems, including the introduction of new requirements for the Stadium Systems,

(the **Initial Design**);
- (b) the Operator's approach to delivering the Final Design;
- (c) details of the Operator's approach to installing and commissioning the Operator Systems, including:
 - (i) a demonstrable alignment with all relevant Project Co plans, programs and documentation;
 - (ii) an assessment and identification of any installation, testing and commissioning dependencies between the Operator Systems and the Stadium Systems;
 - (iii) the testing regimes for the Operator Systems, including the process for user acceptance testing and intrusion testing;
 - (iv) key project phases and milestones;
 - (v) the roles and responsibilities of the Operator Associates who will conduct the installation, testing and commissioning;
 - (vi) key project management interfaces; and

- (vii) the template completion report;
- (d) the Operator's proposed use of the Operator Systems during the Pre-Operational Phase; and
- (e) the Operator's approach to transitioning the Operator Systems from the pre-Operational Phase to the Operating Phase.

F.5.4 Pre-Operational Procurement Management Plan

The Pre-Operational Procurement Management Plan must be prepared and maintained in accordance with Section F.1.3 and must include details regarding how the Operator will satisfy the key objectives set out in Section B.5.2, including:

- (a) the Operator's overall approach towards the delivery of the Pre-Operational Procurement Services;
- (b) policies relating to how the Operator and Operator Associates will procure goods and services;
- (c) approach and timetable for achieving all Authorisations;
- (d) details regarding the Operator's proposed approach to contracting with:
 - (i) suppliers of Group 4 FF&E;
 - (ii) suppliers of Hired Equipment;
 - (iii) each Key Subcontractor;
 - (iv) Subcontractors; and
 - (v) Venue Partners; and
- (e) details regarding the Operator's proposed approach to:
 - (i) sustainable procurement;
 - (ii) building local industry; and
 - (iii) Aboriginal engagement.

F.5.5 State Operational Commissioning Plan

- (a) The State Operational Commissioning Plan must be maintained in accordance with Section F.1.3 and must include details regarding how the Operator will satisfy the key objectives set out in Section B.6.2, including:
 - (i) a description of the Operator's overall approach to delivering the State Operational Commissioning Services, including a summary of all operational exercises and tests to be undertaken;
 - (ii) details in relation to any information and assistance that the Operator requires from Project Co in delivering the State Operational Commissioning Services;
 - (iii) details in relation to the delivery, storage, locating, installation, commissioning and testing of State FF&E and Hired Equipment, including specific details of any fixings within the Stadium or Sports Precinct or other interfaces with the Stadium and Sports Precinct;
 - (iv) details of any construction or commissioning works to be conducted by the Operator;

- (v) details in relation to the training activities that the Operator will provide and participate in, including:
 - (A) the Operator Induction and Training Program; and
 - (B) the Stadium Personnel Induction and Training Program;
- (vi) a detailed description of the Test Events to be undertaken, including for each Test Event details of the:
 - (A) nature of the Test Event and the intended outcomes;
 - (B) the times, dates and specific elements of the Stadium, Sports Precinct and State FF&E and Hired Equipment to be used in the Test Event;
 - (C) the roles responsibilities of the relevant personnel undertaking or involved in the Test Event; and
 - (D) any specific requirements of Project Co in respect the Test Event;
- (vii) details of Key User, Hirer and Media Personnel activities;
- (viii) the Operator's approach to ensuring that the Stadium and Sports Precinct is sufficiently stocked with Consumables and other items necessary for the provision of the Services (other than those items for which Project Co is responsible);
- (ix) any other information and details as reasonably requested by the State Representatives; and
- (x) a program (**Pre-Operational Services Program**) clearly outlining the timetable for completion of Pre-Operational Services, including:
 - (A) the Pre-Operational Services Milestone Dates;
 - (B) dates for completion of the Operator Completion Items;
 - (C) key dates from the Commercial Acceptance Plan; and
 - (D) all other relevant start and completion dates (forecast and actual) for each activity undertaken by the Operator, Operator Associates, Key Users, Hirers, Media Personnel, the State and State Associates in assisting to deliver the State Operational Commissioning Services,

which must integrate with the DBFM Works Program and, amongst other things, inform the State and Project Co of the timeline for the State Operational Commissioning.
- (b) The Operator must ensure that the State Operational Commissioning Plan is consistent with the Commercial Acceptance Plan (and, to the extent possible, integrates relevant elements of that plan) and must process reasonable comments provided by Project Co in accordance with clause 5 of the Operational Interface Agreement.
- (c) The Operator must not propose amendments to the draft or the final State Operational Commissioning Plan in a way which is inconsistent with:
 - (i) the Commercial Acceptance Plan; or
 - (ii) the dates for training to be provided by the State to Project Co,

each as at 2 Months prior to the Date for Technical Completion.

ANNEXURE A - OPERATOR COMPLETION ITEMS

The items set out below constitute the Operator Completion Items for the purposes of this Agreement. Unless stated otherwise, the Operator must satisfy each Operator Completion Item to the satisfaction of the State.

Operator Completion Item		
Item	Subject Matter	Operator Completion Item
1	State Operational Commencement Plan	The Operator has successfully carried out all operational commissioning activities in accordance with the State Operational Commissioning Plan, and otherwise complied with its obligations under that plan in respect of operational commencement.
2	Test Events	The Operator has successfully completed all of the Test Events in accordance with Section B.6.3(d) and the State Operational Commissioning Plan.
3	Operational Commencement Report	The Operator has submitted to the State the Operational Commencement Report.
4	State FF&E	The Operator has procured, installed (or set in their correct locations, as relevant) and commissioned all State FF&E in the Stadium and Sports Precinct in accordance with the State Operational Commissioning Plan and Clause 10.2(a) of this Agreement.
5	Authorisations	The Operator has obtained all Authorisations and certificates of compliance required to be obtained by this Agreement and have provided copies of those Authorisations and certificates of compliance to the State Representative.
6	State Operational Commissioning Services and integration with Commercial Acceptance Plan	The Operator has: <ul style="list-style-type: none"> • conducted the State Operational Commissioning Services in accordance with the Commercial Acceptance Plan, as required by Clause 11.3(a)(ii) of this Agreement; and • integrated the Commercial Acceptance Plan (to the extent possible) into the State Operational Commissioning Plan in accordance with Section F.5.5(b).
7	Annual Operating Documents	The Operator has: <ul style="list-style-type: none"> • submitted final drafts of the Annual Operating Documents as required by and otherwise in accordance with Schedule 8 (Services Specifications) to this Agreement; and • received approval of those final versions pursuant to Schedule 2 (Review Procedures) to this Agreement.
8	Damage	The Operator has repaired or rectified any property damage that the Operator has caused to: <ul style="list-style-type: none"> • the State FF&E; and • the DBFM Works, in accordance with the Operator's obligations to repair or rectify damage under this Agreement.

Operator Completion Item		
Item	Subject Matter	Operator Completion Item
9	Safety	The Operator, has done all that is required of it under this Agreement to ensure that the Stadium, Sports Precinct and Off-Site Infrastructure (or any of them) are safe for all Stadium Users, including the provision of a safe working environment for Operator Associates.
10	Consumables	The Operator has delivered to the Stadium and Sports Precinct all of the Consumables necessary for the provision of the Services.
11	Operating Phase Licence	The Operator has complied with its obligations under Clause 7.3(b) of this Agreement in respect of the Operating Phase Licence.
12	Insurances	The Operator has provided evidence to the State that it has procured all Insurances required for the Operating Phase under Clause 27 of this Agreement.
13	Operational Performance Bond	The Operator has provided the Operational Performance Bond to the State in accordance with Clause 6.3 of this Agreement.
14	Operator Systems	The Operator has completed the installation and commissioning of the Operator Systems in accordance with Section B.4.3(e).
15	Training and Induction	The Operator has fulfilled all of its obligations with respect to training and induction required during the Pre-Operational Phase.
16	Group 4 FF&E	The Operator has fulfilled its obligations with respect to Group 4 FF&E, in accordance with Clause 10.1 of this Agreement.
17	Asset register	The Operator has provided to the State an asset register with up to date information about Operator FF&E, including barcoding of all Group 3 FF&E and Group 4 FF&E, in accordance with Clause 10.6 of this Agreement.
18	Miscellaneous	The Operator has done all other things required by this Agreement such that Commercial Acceptance can be achieved by the Date for Commercial Acceptance.

ANNEXURE B - GLOSSARY

Term	Meaning
<i>DBFM Completion Criteria</i>	has the meaning given to it in the Project Agreement.
<i>DBFM Works Program</i>	has the meaning given to it in the Project Agreement.
<i>Design Development Process</i>	means the process by which Project Co finalises certain aspects of its design of certain areas of the Stadium which requires the Operator's input, including delayed design and procurement.
<i>Final Design</i>	has the meaning given to that term in Section B.4.3(c)(i).
<i>Initial Design</i>	has the meaning given to that term in Section F.5.3(a).
<i>Monthly Pre-Operational Performance Report</i>	means the report to be prepared in accordance with Section F.2 of these Pre-Operational Services Specifications as amended or updated from time to time in accordance with this Agreement.
<i>Operational Commencement Report</i>	means a report of that name prepared by the Operator which sets out in detail each of: <ul style="list-style-type: none"> (a) the Completion Items; (b) the manner in which the Completion Items have been satisfied; and (c) when the Completion Items were satisfied or otherwise failed to be satisfied.
<i>Pre-Operational Communications Services</i>	means those Services described in Section B.2.3 of these Pre-Operational Services Specifications.
<i>Pre-Operational Design Services</i>	means those Services described in Section B.3 of these Pre-Operational Services Specifications.
<i>Pre-Operational ICT Deployment and Integration Services</i>	means those Services described in Section B.4 of these Pre-Operational Services Specifications.
<i>Pre-Operational Milestone Dates</i>	means those dates as set out in Column B of the table in Section 2.2.4 of Schedule 9.
<i>Pre-Operational Procurement Services</i>	means those Services described in Section B.5 of these Pre-Operational Services Specifications.
<i>Pre-Operational Services Milestones</i>	means those milestones as set out in Column A of the table in Section 2.2.4 of Schedule 9.
<i>Pre-Operational Services Program</i>	means the program of that name that forms part of the State Operational Commissioning Plan.
<i>Pre-Operational Services Specifications</i>	means this Schedule 7.

<i>Project Co Plans</i>	means the plans listed in clause 5(a)(ii) of the Operational Interface Agreement.
<i>Specific Pre-Operational Services Specification</i>	means each of the specifications which relate to each service set out in Part B of these Pre-Operational Services Specifications.
<i>State Operational Commissioning Services</i>	means those services described in Section B.6 of these Pre-Operational Services Specifications.
<i>User Communications Protocols</i>	means the protocols described in Section B.2.2(b)(iii).