

Schedule 10 — Programming Requirements

1 INTERPRETATION OF THIS SCHEDULE

The following capitalised terms used in this Schedule 10 are generic and have the meanings given to them in the most common proprietary computer software programs, including "Primavera P6", "MS Project" or "Asta Powerproject":

- (a) Task/Activity;
- (b) Task ID/Activity ID;
- (c) Calendar;
- (d) Constraint;
- (e) Critical;
- (f) Critical Path;
- (g) Critical Path Network;
- (h) Early;
- (i) Float;
- (j) Free;
- (k) Lag;
- (l) Late;
- (m) Lead;
- (n) Logic;
- (o) Logic Link;
- (p) Logically Linked;
- (q) Milestone;
- (r) Percent Complete;
- (s) Time Unit/Planning Unit;
- (t) Predecessor;
- (u) Remaining Duration;
- (v) Successor; and
- (w) Total Float.

2 DEVELOPMENT PHASE PROGRAM

2.1 Form of the Development Phase Program

- (a) A separate Development Phase Program must be prepared for each Stage in accordance with the detailed requirements set out in this Deed, including this Schedule 10, and otherwise in accordance with any other requirements reasonably requested by the State or the Independent Certifier. A reference to 'the Development Phase Program' in this Schedule 10 is a reference to the Development Phase Program for each Stage.
- (b) In addition to the separate Development Phase Program for each Stage, Project Co must prepare and maintain a program summarising all Stages to be delivered as part of the Project (**Summary Program**) and must, as a minimum, individually identify the following Tasks, within each Stage, where applicable:
 - (i) Design Development Process and associated Approvals;

- (ii) each procurement trade/package;
 - (iii) construction;
 - (iv) key milestones, such as Site possession, start on Site, demolition permits, building permits;
 - (v) early access dates in accordance with Part A8 of Schedule 26 (Design Brief);
 - (vi) State and other parties dependent activities, such as;
 - (A) Surrounding Works power provisions;
 - (B) Surrounding Works communications provisions;
 - (C) interface activities with local government authorities;
 - (D) latest dates for Principal appointments;
 - (vii) delayed procurement items, such as FF&E; and
 - (viii) Commercial Acceptance Tests and Commercial Acceptance.
- (c) With the exception of Section 3.3 (b) - (d) and (f) - (m) of this Schedule 10, any reference to a requirement or obligation in respect of the Development Phase Program in this Schedule 10 and the remainder of this Deed should be read as a reference to a requirement or obligation in respect of the Summary Program save that references to “the relevant Stage” and “that Stage” should be read as a reference to “each Stage” and references to “the relevant School Facility” should be read as a reference to “each School Facility”.

2.2 Content of the Development Phase Program

The Development Phase Program must, for the relevant Stage:

- (a) contain the information specified in and otherwise satisfy the requirements of this Schedule 10;
- (b) identify and be a single point of reference for all Tasks/Activities that comprise the Development Phase Activities for that Stage from the date of Financial Close to 12 Months after the Date of Commercial Acceptance including;
 - (i) all Project Milestones;
 - (ii) all Tasks/Activities in respect of Approvals which must be obtained prior to or during the construction of the Works, including the State Obtained Authorisations;
 - (iii) all Tasks/Activities that form part of the Design Development Process, including as set out in Section 2.2(c)(i);
 - (iv) all construction Tasks/Activities, including as set out in Section 2.2(c)(ii);
 - (v) all Tasks/Activities in respect of FF&E, including as set out in Section 2.2(c)(iii);
 - (vi) all Tasks/Activities in respect of Commercial Acceptance, including as set out in Section 2.2(c)(iv);
 - (vii) all Tasks/Activities in respect of Project Co mobilisation in preparation for the provision of the Services upon the Operational Commencement Date for the relevant School Facility; and
 - (viii) all Tasks/Activities in respect of the financing of the Project and all other material commercial arrangements, including the achievement of any conditions precedent or conditions subsequent, the provision of all performance securities including bank guarantees, performance guarantees, parent company guarantees, timing for various tranches of financing and dates for Insurance policy renewals.
- (c) contain sub-programs identifying all Tasks/Activities that comprise the Development Phase Activities for that Stage from the date of this Deed to 12

Months after the Date of Commercial Acceptance for the relevant School Facility, including:

- (i) **(Design Development Sub-Program)**: which must be consistent with the current Design Development Plan, Clause 13 (Design) and Schedule 9 (Design Development) of this Deed and must identify and be a single point of reference for all Tasks/Activities and Milestones associated with the Design Development Process including:
 - (A) **(Design Phases)**: the timing for each Design Phase, as set out in Schedule 9 (Design Development);
 - (B) **(presentations)**: the timing for all design development presentations to be conducted by Project Co in accordance with Schedule 9 (Design Development);
 - (C) **(User Groups)**: the timing for all User group meetings to be conducted by Project Co as part of the Design Development Process; and
 - (D) **(State reviews)**: the timing for review of Submitted Documents, including Design Deliverables and Development Phase Plans, by the State in accordance with Schedule 9 (Design Development), Schedule 12 (Review Procedures) and Schedule 24 (Development Phase Plans and Reports) and;
 - (E) **(Delayed design and procurement)**: the timing for conducting any delayed design and procurement of Project Co FF&E and fitout of key areas, including as described in Part A Section A7 (Delayed design and procurement) of Schedule 26 (Design Brief) of this Deed and consistent with the delayed design and procurement process, which forms part of the FF&E Plan or Design Development Plan, as applicable;
- (ii) **(Construction Sub-Program)**: which must be consistent with the relevant Development Phase Plans (including the Construction Management Plan), and Clauses 16, 17, 18 and 20 of this Deed and must identify and be a single point of reference for all Tasks/Activities (which must be grouped into Tasks/Activities and show a commencement and completion Milestone for each of those Tasks/Activities) associated with the construction of the Works including:
 - (A) **(Site establishment)**: all Site establishment Tasks/Activities;
 - (B) **(mobilisation)**: all mobilisation Tasks/Activities for the D&C Subcontractor and trade Subcontractors;
 - (C) **(Remediation works)**: all Site Remediation works that are the responsibility of Project Co, including any Remediation of Contamination;
 - (D) **(procurement)**: design, documentation, tendering and awarding of all trade packages;
 - (E) **(State reviews)**: the timing for review of Submitted Documents, including Development Phase Plans, by the State in accordance with Schedule 24 (Development Phase Plans and Reports) and Schedule 12 (Review Procedures);
 - (F) **(Off-Site Infrastructure)**: all Off-Site Infrastructure Works;
 - (G) **(Works interfaces)**: identification of all Tasks/Activities and Milestones for works to be undertaken by the State and other third parties, including any works in respect of the Harrisdale Stage 1 Infrastructure (as applicable), Utility Infrastructure and other Surrounding Works, which are Logically Linked to Tasks/Activities in respect of the Development Phase Activities for that Stage;

- (H) **(interface with State access)**: identification of the timing for State access to undertake all Tasks/Activities in respect of those School Activities occurring prior to the Operational Commencement Date (as set out in Part A8 of Schedule 26 (Design Brief)), including identifying how these Tasks/Activities are Logically Linked to Tasks/Activities in respect of the Development Phase Activities for that Stage; and
 - (I) **(demobilisation)**: all demobilisation Tasks/Activities for the D&C Subcontractor and trade Subcontractors;
- (iii) **(FF&E Sub-Program)**: which must be consistent with the current FF&E Plan, Clause 27 (FF&E) and Schedule 20 (FF&E) of this Deed and must identify and be a single point of reference for all Tasks/Activities and Milestones in connection with FF&E, including:
- (A) selection, procurement, manufacture, installation or location, commissioning and testing; and
 - (B) the dates on which the State must provide Project Co with the list of State FF&E;
- (iv) **(Commercial Acceptance Sub-Program)**: which must be consistent with the current Commercial Acceptance Plan, Clauses 18 (Verge Works) and 20 (Commercial Acceptance) and Schedule 11 (Commercial Acceptance Criteria) of this Deed and must identify and be a single point of reference for all Tasks/Activities in connection with Commercial Acceptance of a Stage, including:
- (A) the timing for the submission and resubmission by Project Co of the Commercial Acceptance Plan (which timing must be consistent with the timing set out in Schedule 24 (Development Phase Plans and Reports));
 - (B) the timing for all commissioning and testing Tasks/Activities (including with reference to the Minimum Completion Tests set out in Schedule 26 (Design Brief) and the Commercial Acceptance Plan);
 - (C) the timing for the resolution of Commercial Acceptance Outstanding Items; and
 - (D) the timing for the conduct of all other Tasks/Activities which must be carried out to satisfy the Commercial Acceptance Criteria including those set out in the Commercial Acceptance Plan; and
- (d) include any other information reasonably requested by the State or the Independent Certifier.

3 GENERAL REQUIREMENTS FOR THE PREPARATION OF THE DEVELOPMENT PHASE PROGRAM

3.1 Software system

- (a) Project Co must prepare the Development Phase Program by using a recognised specialist proprietary programming computer software system which has been approved in writing in advance by the State.
- (b) In this Schedule 10, any references to the provision of an electronic copy of a document produced by computer software means an electronic copy of that document in the format of the software in which the document was originally created, configured so as to allow the person to whom the electronic copy is provided to access and amend the information contained therein in the same manner as could the original creators of that document.

3.2 Initial Development Phase Plans

The Initial Development Phase Program must reflect the requirements of the Initial Development Phase Plans, and all subsequent revisions of the Development Phase Plans.

3.3 Form of Development Phase Program generally

The Development Phase Program must:

- (a) **(actual progress)**: at all times reflect the actual progress of the Development Phase Activities being undertaken, and be tracked against the baseline of the Initial Development Phase Program;
- (b) **(Development Phase Activities)**: identify Tasks/Activities and the planned timing of the staging of the Development Phase Activities;
- (c) **(State dates)**: identify all activities that involve the State, including the dates for:
 - (i) any submission of documents, samples, prototypes or other items to the State or Independent Certifier by Project Co (including any revisions or resubmissions);
 - (ii) any review, comment, outcomes or actions required to be performed by the State, the State, Project Co or the Independent Certifier; and
 - (iii) State access for those School Activities occurring prior to the Operational Commencement Date (as set out in Part A, Section 8.3 of Schedule 26 (Design Brief)),
 all of which must be consistent with the terms of the Project Documents;
- (d) **(clear and sufficient detail)**: be clear and sufficiently detailed for the State to easily identify:
 - (i) the Critical Path for the execution of the Development Phase Activities;
 - (ii) the duration of and number of Tasks/Activities;
 - (iii) the party responsible for each Task/Activity and Milestone in connection with the delivery of the Development Phase Activities;
 - (iv) all Tasks/Activities that involve the State, including the dates for any submission of documents, samples, prototypes or other items) to the State or Independent Certifier by Project Co (including any revisions or resubmissions);
 - (v) any review, comment, outcomes or actions required to be performed by the State, the State, Project Co or the Independent Certifier (all of which must be consistent with the other terms of this Deed);
 - (vi) all Tasks/Activities or Milestones that are dependent on external third party events, including the obtaining of Approvals (**Precursor Events**); and
 - (vii) the nature of, time for completion of, and the identity of any third party responsible for completing, each Precursor Event;
- (e) **(Milestone)**: contain a single overall start Milestone and a single overall finish Milestone;
- (f) **(Critical Path Network)**: be in the form of a Critical Path Network that enables the Critical Path to be calculated automatically by the computer software;
- (g) **(days as Planning Unit)**: use days as its Planning Unit (or such other period of time approved in writing by the State);
- (h) **(Calendars)**: contain Calendars which enable planned working and non-working periods in the future to be identified, including all applicable public holidays, weekends, rostered days off or other non-working days;
- (i) **(Tasks/Activities Logically Linked)**: demonstrate that all Tasks/Activities, apart from the start and finish Milestones, are Logically Linked with Predecessor and Successor Tasks/Activities;

- (j) **(Tasks/Activities)**: clearly identify:
 - (i) Tasks/Activities, their order, duration and interrelationship with Predecessors and Successors;
 - (ii) the durations and Total Float of all Tasks/Activities;
 - (iii) if known, the impact and the estimated potential impact of any delaying events or circumstances;
 - (iv) all phases and sub-phases of the Development Phase;
 - (v) the contingency allowed within the Development Phase Program for potential delays; and
 - (vi) any other matters which may have a material effect on the time required to complete the Development Phase Activities for the relevant Stage;
- (k) **(staging and/or construction methodology)**: show the proposed staging and/or construction methodology of the Development Phase Activities for the relevant Stage;
- (l) **(other information)**: contain all other information reasonably requested by the State or Independent Certifier; and
- (m) **(prior State approval)**: not contain, without prior approval by the State:
 - (i) any Tasks/Activities of durations of longer than 30 Business Days;
 - (ii) any Constraints that fix the Early or Late start or finish dates of Tasks/Activities or override the dates that would otherwise be automatically calculated in accordance with Critical Path Network Logic (except for the overall start Milestone, which may be fixed manually);
 - (iii) any Lags that extend beyond more than 50% of the duration of the Predecessor Task/Activity of the Lag;
 - (iv) any Free Float Constraints or Total Float Constraints;
 - (v) any other programming Tasks/Activities or methodologies which have the effect of creating, false Criticality or constraining the program from reacting dynamically to changes;
 - (vi) any Logic Links containing negative Lags (except where a negative Lag is used to indicate the time for an action by the State);
 - (vii) Tasks/Activities without finish Successors (except for the overall finish Milestone); or
 - (viii) Tasks/Activities without start Predecessors (except for the overall start Milestone).

4 UPDATING THE DEVELOPMENT PHASE PROGRAM

4.1 Updates to the Development Phase Program

Project Co must update and submit to the State and the Independent Certifier for review in accordance with Schedule 12 (Review Procedures) updates of the Development Phase Program (including all sub-programs) to accurately reflect the progress of the Development Phase Activities at the following intervals:

- (a) within 10 Business Days of Financial Close to reflect the date of Financial Close, and the Original Date for Commercial Acceptance for the relevant Stage;
- (b) at least monthly but no later than 5 Business Days prior to each meeting of the Contract Management Team, to accurately reflect the status and any change in the progress of the Development Phase Activities (including any delays which have or may have occurred in respect of the progress of the Development Phase Activities) or any other changes to the Tasks/Activities, times, durations or other information contained in the Development Phase Program and any sub-programs to accurately reflect the actual status and progress of the Development Phase Activities;
- (c) within 5 Business Days of Project Co being:

- (i) granted an extension to any Date for Commercial Acceptance for the relevant Stage in accordance with Clause 19 (Time) of this Deed and Schedule 5 (Change Compensation Principles);
 - (ii) instructed to accelerate the Development Phase Activities in accordance with Clause 19 (Time) of this Deed; or
 - (iii) directed to carry out a Modification in accordance with Clause 36 (Modifications) of this Deed;
- (d) within 2 Business Days of Project Co deciding to make any material changes to the information contained in the Development Phase Program;
- (e) as otherwise necessary to reflect any changes to the nature or status of the Development Phase Activities; and
- (f) otherwise within 5 Business Days of any request by the State or Independent Certifier at any time,

and such updates must comply with this Schedule 10 and the other requirements of this Deed and must not adjust any Date for Commercial Acceptance for the relevant Stage (unless an extension of time has been granted in accordance with this Deed).

4.2 Submission of Development Phase Program on request

If requested by the State at any time, Project Co must, within 5 Business Days, submit to the State and the Independent Certifier the updated Development Phase Program (for the Stage the subject of the request), together with the updated Summary Program, showing the actual status and progress of the Development Phase Activities as against the Initial Development Phase Program.

4.3 Content and format of updated Development Phase Program

- (a) Project Co must submit to the State and the Independent Certifier the updated Development Phase Program in the following forms:
- (i) 2 paper hard copies (which must be produced as an A1 scale and reduced to A3 size sheet, and appropriately time-scaled across the sheet so as to be legible and to detail the sequence, duration and interaction of design, procurement, construction and commissioning);
 - (ii) 1 electronic version in .pdf format; and
 - (iii) 1 electronic version in original, native file format, or the file format of the proprietary software approved in advance by the State in accordance with Section 3.1(a) of this Schedule 10.
- (b) The updated Development Phase Program must:
- (i) clearly identify the Percent Complete and the Remaining Duration of each Task/Activity;
 - (ii) clearly identify the Tasks/Activities that had started and which Tasks/Activities had finished during the reporting period and the dates on which those Tasks/Activities started and finished;
 - (iii) be updated to the end of the previous reporting period using the software to record Actual Dates and the Percent Complete of Tasks/Activities;
 - (iv) identify whether Project Co will not achieve Commercial Acceptance for the relevant Stage until after any Date for Commercial Acceptance for the relevant Stage; and
 - (v) incorporate and display the version of the Development Phase Program produced at the end of the previous reporting period as a baseline reflecting the actual status and progress of the Development Phase Activities.

4.4 Submission of report with any updated Development Phase Program

- (a) With each update of any Development Phase Program, Project Co must submit to the State and the Independent Certifier a written report reconciling the updated

Development Phase Program with the version of the Development Phase Program produced for the previous reporting period.

- (b) The report referred to in Section 4.4(a) must as a minimum:
- (i) summarise the changes made to the Development Phase Program and any impacts those changes may have on key Tasks/Activities and Milestones;
 - (ii) identify and explain, for Tasks/Activities that are on the Critical Path, the reason for any changes to:
 - (A) the duration of Tasks/Activities since the previous reporting period;
 - (B) the presence or absence of Logic Links or their Leads or Lags;
 - (C) the presence or absence of program Tasks/Activities or their Task IDs/Activity IDs; and
 - (D) the timing of Tasks/Activities;
 - (iii) summarise the material changes to any Tasks/Activities that are not on the Critical Path;
 - (iv) identify the estimated timing for the achievement of key Project stages including the completion of each of the design and construction stages and any Date for Commercial Acceptance for the relevant Stage; and
 - (v) contain any other information reasonably requested by the State or the Independent Certifier.