

AMENDED COMMERCIAL LIST STATEMENT

COURT DETAILS

Court	Supreme Court of New South Wales
Division	Equity
List	Commercial List
Registry	Sydney
Case number	<u>2019/232749</u>

TITLE OF PROCEEDINGS

First Plaintiff	Terry Walter Williamson
Second Plaintiff	Helen Therese Williamson
First Defendant	Sydney Olympic Park Authority
<u>Number of Defendants</u>	<u>3</u>

FILING DETAILS

Filed for	Terry Walter Williamson and Helen Therese Williamson, Plaintiffs
Legal representative	Chris Pagent, Corrs Chambers Westgarth
Legal representative reference	28450
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TYPE OF CLAIM

Equity – Building dispute

Representative proceeding under Part 10 of the *Civil Procedure Act 2005* (NSW).

These proceedings will be listed for an initial case conference at 9 am Wednesday, 11 September 2019.

A. NATURE OF THE DISPUTE

- 1 The Plaintiffs own, as joint tenants, one of the apartments in Opal Tower, a 36-storey residential building located in Sydney Olympic Park, which was evacuated on 24 December 2018 because of serious building defects. The First Defendant is a statutory corporation. It formerly owned the site on which Opal Tower now stands, and it procured the development of the building.
- 2 On their own behalf, and as representatives for persons (other than the Defendants, Ecove or related entities) who owned, as at 24 December 2018, one or more lots in the Opal Tower or the common property, the Plaintiffs sue:
 - (a) the First Defendant for breaching statutory warranties which, the Plaintiffs contend, arise pursuant to the *Home Building Act 1989* (NSW), and are enforceable by the Plaintiffs and the Group Members against the First Defendant; and
 - (b) the Second and Third Defendants (or either of them) for breach of their respective duties of care owed to the Plaintiffs and the Group Members under section 37(1) of the *Design and Building Practitioners Act 2020* (NSW) (D&BP Act).
- 3 The Plaintiffs contend that the these warranties referred to in paragraph A.2(a) above were, and/or the duty of care owed by the Second Defendant referred to in paragraph A.2(b) above was, breached because the ~~contractor engaged to design and construct Opal Tower~~ Second Defendant failed to complete the residential building work and / or building work and / or construction work it was engaged to carry out with reasonable care and/or due care and skill, in accordance with plans and specifications set out in and varied pursuant to the D&C Contract, in accordance with applicable laws, using materials that were good and suitable for the purpose for which they were used, or such as to yield dwellings that were fit for purpose.
 - 3A The Plaintiffs contend, further and in the alternative to the matter referred to in paragraph A.3 above, that the Third Defendant breached the duty of care referred to in paragraph A.2(b) above in failing to complete the work it was engaged to carry out by the Second Defendant with reasonable care.
 - 3B The Plaintiffs contend, further and in the alternative to the matters referred to in paragraphs A.3 and A.3A above, that the Second and Third Defendants (or either of them):
 - (a) engaged in misleading or deceptive conduct in contravention of s. 18 of Schedule 2 of the *Competition and Consumer Act* (Cth) (ACL);

(b) represented that the services provided by them were of a particular standard, quality or grade, which representations were misleading in contravention of s. 29 of the ACL.

- 4 The Plaintiffs contend that the defects which catalysed the evacuation of the building on 24 December 2018 were caused by those failings, and that Plaintiffs and Group Members have suffered loss and damage, including diminution in the value of their property, as a result.

B. CONTENTIONS

A. Parties and other entities

1 The Plaintiffs:

- (a) are natural persons; and
- (b) at all material times owned, and continue to own, as joint tenants, Unit 604 in the building known as the “Opal Tower” at 1 Brushbox Street, Sydney Olympic Park NSW 2127 (**Opal Tower**), being Lot 64 in Strata Plan 97315 (**Unit 604**).

2 The First Defendant, Sydney Olympic Park Authority (**SOPA**):

- (a) is, and was at all material times, a corporation constituted by section 5 of the *Sydney Olympic Park Authority Act 2001* (NSW) (**SOPA Act**); and
- (b) is able to be sued.

3 The Second Defendant, Icon Co (NSW) Pty Ltd (ACN 604 790 409) (**Icon**):

- (a) is, and was at all material times, a company incorporated in Australia;
- (b) at all material times after 11 June 2015, held and was required to hold, a contractor licence under the *Home Building Act 1989* (NSW) (**Home Building Act**); and

Particulars

Icon currently holds Contractor Licence No. 282954C, commencing 11 June 2015 and expiring on 10 June 2022.

- (c) is able to be sued.

3A The Third Defendant, WSP Structures Pty Ltd (ABN 78 006 769 339) (**WSP**):

- (a) is, and was at all material times, a company incorporated in Australia;
- (b) is in the business of providing expert structural and engineering services; and
- (c) is able to be sued.

- 4 Australia Avenue Developments Pty Ltd (ACN 104 573 391) (**AAD**):
- (a) is, and was at all material times, a company incorporated in Australia; and
 - (b) carries on the business of property development.
- 5 Ecove Group Pty Ltd (ACN 065 207 918) (**Ecove**):
- (a) is, and was at all material times, a company incorporated in Australia;
 - (b) is, and was at all material times, the ultimate holding company of AAD; and
 - (c) carries on the business of property development.

B. Representative Proceedings

- 6 The Plaintiffs bring these proceedings on their own behalf and as a representative proceeding pursuant to Part 10 of the *Civil Procedure Act 2005* (NSW) on behalf of all persons (other than the Defendants, Ecove or its related entities) who, as at 24 December 2018, owned one or more lots in Strata Plan 97315 or the common property (the **Group Members**).

C. Development of Opal Tower

- 7 Opal Tower stands on land that was previously known as Site 68 Bennelong Parkway, Sydney, being Lots 73 and 75 in DP1134933 (the **Original Site**).
- 8 At all material times prior to the registration of Strata Plan 97315, SOPA was the registered proprietor of the Original Site.

Particulars

Pursuant to section 7 of the SOPA Act, the land comprising "Sydney Olympic Park" was vested in SOPA in an estate in fee simple.

- 9 On or around 20 March 2014, SOPA entered into a Project Delivery Agreement with AAD and Ecove (as guarantor for AAD) pursuant to which AAD was required to develop the Original Site, including by designing and constructing Opal Tower as a mixed residential and commercial building (the **PDA**).

Scope of Work under the D&C Contract (the Opal Work)

- 10 On or around 29 October 2015, AAD entered into an amended form of AS 4902-2000 Design & Construct Contract with Icon (the **D&C Contract**), pursuant to which AAD engaged Icon to carry out the Works (as defined in the D&C Contract) (**Opal Work**) in accordance with the D&C Contract.

10A The D&C Contract included the *Principal's project requirements (PPR)*.

Particulars

Item 10 to Annexure Part A to the General Conditions of Contract.

Annexure Part R to the General Conditions of Contract.

10B It was a term of the D&C Contract that Icon was required to ensure that it exercised due skill, care and diligence in the carrying out and completion of the *WUC*.

Particulars

Clause 2.2(a)(i) of the General Conditions of Contract.

10C It was a term of the D&C Contract that Icon was required to ensure that it carried out and completed *Contractor's design obligations* in accordance with the PPR.

Particulars

Clause 2.2(a)(iii)(A) of the General Conditions of Contract.

10D It was a term of the D&C Contract that Icon was required to ensure that it carried out and completed its design obligations so that the design of the *Works* did not adversely affect the functional integrity of the *Works* or the quality or standard of the *Works* required under the PPR.

Particulars

Clause 2.2(a)(iii)(C) of the General Conditions of Contract.

10E It was a term of the D&C Contract that Icon was required to ensure that it carried out and completed the *WUC* in accordance with the *design documents* so that the *Works*, when completed, were fit for their stated purpose or result.

Particulars

Clause 2.2(a)(iv)(A) of the General Conditions of Contract.

10F It was a term of the D&C Contract that Icon was required to ensure that it carried out and completed the *WUC* in accordance with the *design documents* so that the *Works*, when completed, would comply with all the requirements of the D&C Contract and all *legislative requirements*.

Particulars

Clause 2.2(a)(iv)(B) of the General Conditions of Contract.

10G It was a term of the D&C Contract that Icon was required to ensure that it carried out and completed the *WUC* in accordance with the *design documents* so that the *Works*, when completed, complied with the PPR, including the requirements in respect of the *Sales Contracts*.

Particulars

Clause 2.2(a)(iv)(C) of the General Conditions of Contract.

10H It was a term of the D&C Contract that Icon would ensure that each design consultant would perform its design responsibilities with skill, care and diligence.

Particulars

Clause 2.2(d) of the General Conditions of Contract.

10I It was a term of the D&C Contract that Icon would construct and complete the WUC in accordance with the D&C Contract documents so that the Works, when completed, would comply with all the requirements of the D&C Contract.

Particulars

Clause 2.2(e)(i) of the General Conditions of Contract.

10J It was a term of the D&C Contract that Icon would construct and complete the WUC so as to create a high quality (in terms of design, construction, operation and management) Building Complex having regard to the specified finishes and the requirements of the PPR.

Particulars

Clause 2.2(e)(ii) of the General Conditions of Contract.

Clause C3.2.2(a) of the PPR.

10K It was a term of the D&C Contract that Icon would execute the WUC in a proper and workmanlike manner and in accordance with the high quality workmanship of the various trades involved.

Particulars

Clause 2.2(h) of the General Conditions of Contract.

10L It was a term of the D&C Contract that Icon would ensure that there would be no failures or deterioration, apart from the deterioration that is caused by ordinary wear and tear, in the items of the Works referred to in Annexure Part M to the D&C Contract for the periods referred to in that Annexure from the date of practical completion.

Particulars

Clause 2.2(m) of the General Conditions of Contract.

10M It was a term of the D&C Contract that, in compliance with section 7(2) and 18B of the Home Building Act:

- (a) all activities of Icon under the D&C Contract, including the WUC, would be performed in a proper and workmanlike manner and in accordance with the D&C Contract;
- (d) all material supplied by Icon would be good and suitable for the purpose for which they were used;
- (e) all activities of Icon under the D&C Contract, including the WUC, would be done in accordance with and comply with the legislative requirements, relevantly including Australian Standard for Concrete Structures AS3600:2009 and the National Construction Code of Australia (NCC) Vol 1;
- (f) the activities of Icon under the D&C Contract, including the WUC, would be done with due diligence;
- (g) activities of Icon under the D&C Contract, including the WUC, will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling; and
- (h) the Works and any materials used in doing the Works would be reasonably fit for its purpose.

Particulars

Clause 2.5(a)-(f) of the General Conditions of Contract.

10N It was a term of the D&C Contract that Icon was to design the Works so that the Works, when constructed, would be structurally sound.

Particulars

Clause 8.4.3(i) of the General Conditions of Contract.

10O It was a term of the D&C Contract that Icon was to ensure that the construction of the Works was in accordance with the design documents.

Particulars

Clause 8.4.3(j)(ii) of the General Conditions of Contract.

10P It was a term of the D&C Contract that Icon was to use in the performance of the WUC:

- (a) suitable new materials which were in good condition, of high quality and suitable for the purpose for which they were intended;
- (b) all proper care, skill and diligence;
- (c) proper and tradesmanlike workmanship.

Particulars

Clause 29.1 of the General Conditions of Contract.

10Q It was a term of the D&C Contract that the WUC was to meet the requirements of all Authorities, Australian Standards and the Building Code of Australia, including relevantly Australian Standard for Concrete Structures AS3600:2009 and the NCC Vol 1.

Particulars

Clause 29.1 of the General Conditions of Contract.

10R It was a term of the D&C Contract that *practical completion* of the WUC or a separable portion of the WUC was the stage in the carrying out and completion of the WUC or separable portion when the Works were complete and fit for use and occupation except for minor defects:

- (a) which did not prevent the Works from being reasonably capable of being used for their stated purpose;
- (b) which the Superintendent determined Icon had reasonable grounds for not promptly rectifying;
- (c) the rectification of which would not prejudice the convenient use of the Works.

Particulars

Clause 1 and clause 34.6 of the General Conditions of Contract.

10S It was a term of the D&C Contract that Icon was to ensure that the design and construction of the Apartments met the requirements of the PPR.

Particulars

Clause 47.1(d) of the General Conditions of Contract.

10T It was a term of the D&C Contract that Icon was required to carry out the WUC in accordance with the Principal's objectives, which relevantly included that:

- (a) the development, design, construction, operation, management and maintenance outcomes for the Development were to be of high quality and durable;

Particulars

Clauses C1.1.3, C2.1 and C3.1.1(a) and (b), C3.2.1, C3.2.2 and C4.3.1 of the PPR.

- (b) the Development would be fit for its intended purpose at *practical completion*;

Particulars

Clauses C3.1.1(d) and C3.2.2 of the PPR.

- (c) the *Development* would be delivered free from defects and fully commissioned by the *date(s) for practical completion* and at *practical completion* would be in compliance with the D&C Contract;

Particulars

Clauses C3.1.1(f), C3.2.2 and C4.3.4 of the PPR.

- (d) as at the *date of practical completion* the *Development* could operate and function on an uninterrupted basis;

Particulars

Clauses C3.1.1(g) and C3.2.2 of the PPR.

- (e) Icon would meet and exceed industry standards in every aspect of the *WUC*, including the design of the *Works* and the quality, finish and durability of the completed *Works*.

Particulars

Clauses C3.2.2 and C4.3.2 of the PPR.

10U It was a term of the D&C Contract that Icon would design and construct the *Works* to meet various objectives, which included:

- (a) to complete the *Development* on time so that, at *practical completion*, it would be fit for its intended purpose;
- (b) to complete the *Development* in accordance with AAD's obligations in connection with its marketing commitments and *Sales Contracts*;
- (c) for Icon to deliver the *Development* free of defects and fully commissioned by the *date(s) for practical completion*;
- (d) at the *date of practical completion* a *Development* that can operate and function on an uninterrupted basis.

Particulars

Clause C3.2.1 and 3.1.1 (d)-(g) of the PPR.

10V It was a term of the D&C Contract that Icon was responsible for ensuring that the design submissions were compliant with the D&C Contract.

Particulars

Clause C4.1.4 of the PPR.

Scope of the Services under the Consultancy Agreement – Opal Work – Design

10W On 24 November 2015, Icon and WSP entered into an agreement (**Consultancy Agreement**) by which WSP undertook to Icon to provide structural and civil engineering design services in relation to the design of the structural elements of Opal Tower (**Opal Work – Design**).

10X The Opal Work – Design that WSP was required to carry out were set out in the definition of Services in the General Conditions and Annexure Part B of the General Conditions of the Consultancy Agreement and included structural and civil engineering services in relation to:

- (a) schematic design;
- (b) design development;
- (c) the construction documentation phase of the Opal Work that Icon was required to carry out under the D&C Contract; and
- (d) the construction phase of the Opal Work that Icon was required to carry out under the D&C Contract.

Particulars

Annexure Part B of the General Conditions.

10Y The scope of structural engineering services comprising the Opal Work – Design and provided by WSP prior to the commencement of construction of the Building included:

- (a) reviewing information (including in relation to geotechnical matters, easements, site survey, land title information and wind reports);
- (b) reviewing preliminary architectural drawings to consider viability of structural options (including column grids and core layout);
- (c) providing sketches of structural solutions for incorporation in architectural drawings;
- (d) providing sketches of the proposed basement solution;
- (e) completing sketch design of thickness and reo rates (including column layout);
- (f) attending design meetings;
- (g) providing a design certificate;
- (h) undertaking a lateral analysis of the structure to confirm structural columns, wall sizes and locations/extents;
- (i) providing CAD drawings of the agreed scheme;

j) progressing the design in conjunction with the architect and services engineers to produce a set of coordinated structural documents; and

(k) preparing documents for trade pricing.

10Z The scope of structural and civil engineering services comprising the Opal Work – Design and provided by WSP during the construction of the Building included:

(a) attending design meetings;

(b) providing general arrangement CAD documents of all post-tensioned and reinforced concrete or structural steel elements;

(c) providing detailed design and documentation for all structural elements including design of high level foundations and pile caps, pile loads, columns, core and shear walls, load bearing masonry, stairs, structural steelwork excluding metalwork and façade, slabs on grade, general arrangements of suspended slabs, concrete specification, steel specification and reinforcement specification;

(d) liaising with consultants for the coordination of built elements and services;

(e) developing a performance brief for shoring and piling;

(f) providing a typical design of precast elements;

(g) providing design certification;

(h) if required, generating a performance brief for ground anchor systems;

(i) providing an erosion and sediment control plan;

(j) undertaking periodic inspections to observe accordance with the design intent;

(k) checking the shop drawings including in relation to the use of precast and structural steel;

(l) answering Icon's requests for information; and

(m) providing final certification.

Particulars

The matters in sub-paragraphs (a)-(m) above are set out in Annexure Part B of the General Conditions.

10AA By clause 5.9 of the General Conditions of the Consultancy Agreement, WSP covenanted that, as part of the Consultant's [i.e. WSP's] design obligations, it would:

(a) ensure that the design documents (including any design documents which were not produced by WSP) satisfied the Client's [i.e. Icon's] project requirements, all legislative requirements and any requirements of an Authority;

- (b) ensure that the design documents contained sufficient detail to construct to and, when completed, satisfy the Consultant's [i.e. WSP's] warranties in subclause 2.2 of the General Conditions;
- (c) ensure that the details contained in any design documents prepared by WSP were co-ordinated with the details contained in all other design documents;
- (d) complete the Services consistently with the Consultancy Agreement; and
- (e) ensure that the design documents would be structurally and aesthetically sound.

10AB By clause 1 of the General Conditions of the Consultancy Agreement, the term "legislative requirements" included all "applicable Australian Standards".

10AC By clause 5.15 of the General Conditions of the Consultancy Agreement, WSP agreed that it would, if required by Icon:

- (a) prepare plans and specifications based on the principles of design described in the PDA, the Development Consent referred to in paragraph 39 below and SOPA Guidelines and otherwise in accordance with the Consultancy Agreement into plans and specifications suitable for inclusion in an Application for a Construction Certificate and to a level of detail required by the Consent Authority, and
- (b) prepare a consolidated set of those plans and specifications and have them marked for identification by Icon and WSP as the 'Approved Plans and Specifications'.

10AD By clause 5.22 of the General Conditions of the Consultancy Agreement WSP agreed, at its own cost, to comply with:

- (a) all the conditions of the Development Consent referred to in paragraph 39 below (except those expressly specified to be satisfied by AAD) (which development consent required that all aspects of the building design comply with the applicable performance requirements of the Building Code of Australia (now incorporated into the NCC));
- (b) all Other Approvals and all legislative requirements in connection with the carrying out of the Project;

10AE By clause 5.22 of the General Conditions of the Consultancy Agreement, WSP was required to provide all necessary documentation and assistance requested by Icon to enable Icon to satisfy any conditions of the Development Consent referred to in paragraph 39 below (which development consent required that all aspects of the

building design comply with the applicable performance requirements of the Building Code of Australia).

10AF By clause 42 of the General Conditions, and without limiting its obligations under the Consultancy Agreement, WSP agreed to provide to Icon a 'design certificate' (in the form set out in Annexure Part I of the General Conditions) which certified that (to the extent applicable) all Opal Work – Design carried out complied with:

(a) all legislative requirements (including work and health safety legislation);

(b) the requirements of the PPR; and

(c) the requirements of the Client's [i.e. Icon's] project requirements.

10AG By clause 42 of the General Conditions of the Consultancy Agreement, WSP was also required to provide final certification.

Particulars

Annexure Part B of the General Conditions.

Performance of the Opal Work

10AH Sterling Project Solutions Pty Ltd was appointed as the Superintendent under the D&C Contract (**Superintendent**).

11 Between October 2015 and around August 2018, Icon both directly, and through engaging subcontractors and consultants, including WSP, purported to carry out the Opal Work.

12 On 23 October 2014, the Plaintiffs entered into an agreement styled “Contract for the Sale of Land” with SOPA and AAD to acquire Unit 604 (**Plaintiffs’ Contract of Sale**).

13 On or about 10 August 2018, the Plaintiffs’ Contract of Sale completed.

14 On 8 August 2018, a final occupation certificate was issued in respect of Opal Tower.

D. Lease of Unit 604

15 On or around 24 September 2018, the Plaintiffs entered into a written lease with Kabo Matlho, pursuant to which they leased Unit 604 to Kabo Matlho for a term of 12 months, commencing on 24 September 2018, at a rental of \$1,160 per fortnight, on the terms and conditions stated therein (**Unit 604 Lease**).

15A On around 27 March 2020, the Plaintiffs entered into a written lease with Ka Kit Samuel Hui and Wing Yan Christy Chan, pursuant to which they leased Unit 604 to Ka Kit Samuel Hui and Wing Yan Christy Chan for a term of 12 months, commencing on 27 March 2020, at a rental of \$2,433.33 per calendar month, on the terms and conditions stated therein (**Second Unit 604 Lease**).

E. Statutory Warranties

16 At all material times, each residential unit in Opal Tower (**Residential Unit**) was:

- (a) designed for use as a residence; and
- (b) accordingly, a “dwelling” for the purposes of the Home Building Act.

Particulars

Home Building Act, s 3 and Schedule 1, clauses 1(1) and (3)(1).

17 Further, each of the following structures at Opal Tower was constructed for use in conjunction with the Residential Units (or any of them):

- (a) stairways, passageways, rooms, common areas and sky gardens, together with any pipes, wires, cables or ducts that were not for the exclusive enjoyment of any one dwelling; and
- (b) all major elements of Opal Tower that give support to the residential part of the building, including, without limitation, the structures referred to in paragraph 56 below,

(together, **Structures**).

18 By reason of the matter referred to in paragraph 17 above, each of the Structures was a “dwelling” within the meaning of the Home Building Act.

Particulars

Home Building Act, Schedule 1, clause 3(2).

19 By reason of the matters referred to in paragraphs 16 to 18 above:

- (a) the Opal Work was “residential building work” for the purposes of the Home Building Act; and
- (b) the D&C Contract, being a contract to perform the Opal Work, was a contract to do “residential building work” for the purposes of the Home Building Act.

Particulars

Home Building Act, Schedule 1, clause 2(1).

20 By reason of the matters referred to in paragraph 19 above, the following warranties by Icon were implied into the D&C Contract:

- (a) a warranty that the Opal Work would be done:
 - (i) with due care and skill (**Care and Skill Warranty**); and

- (ii) in accordance with the plans and specifications set out in the D&C Contract, including any variations to them (**Plans and Specifications Warranty**);
 - (b) a warranty that the Opal Work would be done in accordance with, and would comply with, all requirements imposed by law (**Legal Compliance Warranty**);
 - (c) a warranty that all materials supplied by Icon would be good and suitable for the purpose for which they were used (**Materials Warranty**); and
 - (d) a warranty that, if the Opal Work consisted of the construction of a dwelling, the work would result in a dwelling that was reasonably fit for occupation as a dwelling (the **Fit for Occupation Warranty**),
- (together, the **Statutory Warranties**).

Particulars

Home Building Act, s 18B(1)(a), (b), (c) and (e); Schedule 2, clause 1.

F. Notional Contracts – SOPA

- 21 At all material times, the residential building work undertaken in the construction of Opal Tower was done in connection with a residential development in which SOPA would own, and as of at the date of this the filing of the Commercial List Statement does did own, four or more dwellings.
- 22 By reason of the matters pleaded in paragraph 21 above:
- (a) the Opal Work is deemed to have been done on behalf of SOPA for the purposes of section 3A(1) of the Home Building Act;
 - (b) SOPA is deemed to be a “developer” in relation to that residential building work; and
 - (c) SOPA is deemed to have itself done the residential building work for the purposes of section 18C of the Home Building Act.

Particulars

Home Building Act, ss 3A, 18C.

- 23 The Plaintiffs and those Group Members who acquired or otherwise directly derived title to their lots or the common property in Strata Plan 97315 from SOPA are:
- (a) immediate successors in title to a developer (namely, SOPA) for the purposes of section 18C(1) of the Home Building Act; and

- (b) therefore entitled to the benefit of the Statutory Warranties from SOPA as if SOPA were required to hold a contractor licence and had done the residential building work to design and construct Opal Tower under a contract with the Plaintiffs and each such Group Member (**Notional Contract**).

Particulars

Home Building Act, s 18C(1).

24 The Group Members who did not acquire their lots in Strata Plan 97315 from SOPA are:

- (a) each successors in title to a person entitled to the benefit of the Statutory Warranties from SOPA for the purposes of section 18D(1) of the Home Building Act; and
- (b) therefore entitled to the same rights as their predecessor in title in respect of the Statutory Warranties.

Particulars

Home Building Act, s 18D(1).

25 In the premises, the Plaintiffs and the Group Members are entitled to the benefit of the Statutory Warranties from SOPA as if SOPA were required to hold a contractor licence and had done the residential building work to design and construct Opal Tower under a contract with the Plaintiffs or the relevant Group Member to do that work (i.e., the Notional Contract) (the **SOPA Statutory Warranties**).

Particulars

Home Building Act, ss 18C , 18D(1).

G. Legal Compliance Warranty – Building Code of Australia

26 Pursuant to the *Environmental Planning and Assessment Act 1979* (NSW) (as relevantly in force) (**EPA Act**):

- (a) if an environmental planning instrument provided that a specified development could not be carried out except with development consent, a person could not carry out the development on land to which the provision applied unless:
- (i) such a consent had been obtained and was in force; and
- (ii) the development was carried out in accordance with the consent and the instrument; and

Particulars

EPA Act, ~~section-~~ 76A.

- (b) an “environmental planning instrument” was defined to mean an environmental planning instrument (including a SEPP) made, or taken to have been made, under Part 3 and in force; and

Particulars

EPA Act, ~~sections-~~ 4(1) (defined term “environmental planning instrument”).

- (c) a “SEPP” was defined to mean a state environmental planning policy.

Particulars

EPA Act, ~~sections-~~ 4(1) (defined term “SEPP”) and 24(2).

SEPP Major Development

- 27 The Sydney Olympic Park site, upon which the Original Site is situated, is (and, at all materials times, was) a State significant site within the meaning of the *State Environmental Planning Policy (State Significant Precincts) 2005*, formerly known as, *inter alia*, the *State Environmental Planning Policy (Major Development) 2005* (**SEPP Major Development**).

Particulars

Section 7 and Schedule 3, Part 23, cl. 1 of the SEPP Major Development.

- 28 The Original Site is (and at all materials times was) zoned “Zone B4 Mixed Used” for the purposes of the SEPP Major Development.

Particulars

Schedule 3, Part 23, clause 7 and the Land Zoning Map of the SEPP Major Development.

- 29 The development of the Opal Tower (as set out in the Development Application referred to in paragraphs 38 and 40 below) (**Development**) was not “environmental protection works” or “recreation areas” within the meaning of Schedule 3, Part 23, clause 9(2) of the SEPP Major Development.

- 30 By reason of the matters referred to in paragraphs 27 to 29 above, the Development on the Original Site was permitted with consent.

Particulars

Schedule 3, Part 23, clause 9(3) of the SEPP Major Development.

- 31 Further:

- (a) pursuant to the SEPP Major Development, a development, other than a development that was permitted:
- (i) without consent (under Schedule 3, Part 23, clause 9(2) of the SEPP Major Development); or
 - (ii) with consent (under Schedule 3, Part 23, clause 9(3) of the SEPP Major Development),
- was prohibited on land within that zone;

Particulars

Schedule 3, Part 23, clause 15 of the SEPP Major Development.

- (b) by reason of the matter referred to in paragraph 30 above and the matter referred to in subparagraph (a) above, the Development was prohibited on the Original Site without consent.

SEPP (SRD)

32 Pursuant to the *State Environmental Planning Policy (State and Regional Development) 2011 (SEPP (SRD))* a development was declared to be a State significant development for the purposes of the EPA Act if:

- (a) the development on the land concerned was, by operation of an environmental planning instrument, not permissible without development consent under Part 4 of the Act; and
- (b) the development was specified in Schedule 1 or 2 of the SEPP (SRD).

Particulars

Clause 8(1) of the SEPP (SRD).

33 Pursuant to Schedule 2 of the SEPP SRD, State significant developments included developments:

- (a) that had a capital investment value or more than \$10 million; and
- (b) on land identified as being within the Sydney Olympic Park Site (as set out in the State Significant Sites Map).

Particulars

Clause 2(f) of Schedule 2 of the SEPP (SRD).

34 As a matter of fact:

- (a) the Original Site was within the Sydney Olympic Park Site; and

- (b) the Development had a capital investment value of approximately \$130,241,000, being a value more than \$10 million.

35 By reason of the matters referred to in:

- (a) paragraph 31 above (the Development required consent under Part 4 of the EPA Act); and
- (b) paragraph 34 above (the Development was a development specified in Schedule 2 of the SEPP (SRD)),

the Development was a State significant development.

Conditions may be imposed by the Minister

36 Pursuant to the EPA Act:

- (a) the Minister was the consent authority for any State significant development;

Particulars

Section 89D of the EPA Act.

- (b) the Minister was to determine a development application in respect of any State significant development by granting consent to the application with such modifications of the proposed development or on such conditions as the Minister might determine (or otherwise refuse consent to the application); and

Particulars

Section 89E(11) of the EPA Act.

- (c) the Minister was permitted to delegate any of the Minister's functions conferred or imposed by ~~under~~ the EPA Act to certain persons and entities.

Particulars

Section 23(1) of the EPA Act.

Conditions imposed by the EPA Regulation

37 Further to the matters referred to in paragraph 36 above, a development consent was subject to such conditions as may be prescribed by the regulations, including, that the building work must be carried out in accordance with the Building Code of Australia.

Particulars

- A. Section 80A(11) of the EPA Act.
- B. Section 4 of the EPA Act (defined terms "building" and "building work").
- C. Clause 136A(1) of the *Environmental Planning and Assessment Regulation 2000* (NSW) as relevantly in force (**EPA Regulation**).

Development Consent for the Development

38 Development application no. SSD 6603 for the Development was submitted by Ecove to the Minister for Planning on or about 5 November 2014 (**Development Application**).

39 The Acting Executive Director of Infrastructure and Industry Assessment, under delegation dated 16 February 2015, granted consent to the Development Application in a development consent dated 18 June 2015 (**Development Consent**).

40 On or about August 2015, an application to modify the Development Consent under section 96 of the EPA Act was submitted by Ecove to the Minister (**Modification**).

41 On or about 15 December 2015, Acting Executive Director of Key Sites and Industry Assessments, under delegation dated 16 February 2015, approved the Modification to the Development Consent (**Modified Consent**).

42 The Development Consent was:

- (a) expressly subject to the conditions in Schedule 2 of the Development Consent;
- (b) by reason of the matter referred to in paragraph 37 above, given on the condition that the Opal Work comprising building work would be carried out in accordance with the Building Code of Australia.

43 Schedule 2 of the Development Consent included the following condition (among others):

“A4. All aspects of the building design shall comply with the applicable performance requirements of the Building Code of Australia so as to achieve and maintain acceptable standards of structural sufficiency, safety (including fire safety), health and amenity for the ongoing benefit of the community. Compliance with the performance requirements can only be achieved by:

- (a) complying with the deemed to satisfy provisions; or
- (b) formulating an alternative solution which:
 - i) complies with the performance requirements; or
 - ii) is shown to be at least equivalent to the deemed to satisfy provision, or
 - iii) a combination of a) and b)”.

44 The condition referred to in paragraph 43 above was not amended by the Modified Consent.

45 By reason of the matters referred to in:

- (a) paragraph 26 (Development required to be carried out in accordance with conditions); and
- (b) paragraphs 42 and 44 above (compliance with the Building Code of Australia), the Opal Work was required, by law, to be designed and constructed in accordance with the ~~National Construction Code of Australia~~NCC as then in force (~~NCC~~).

Particulars

Clause 136A(4) of the EPA Regulation.

- 46 By reason of the matters referred to in paragraph 45 above, the Legal Compliance Warranty included a warranty that the Opal Work would be designed and constructed in accordance with the NCC.

NCC

- 47 Under the NCC:

- (a) a building solution will comply with the Building Code of Australia~~BCA~~ if it satisfies the Performance Requirements;

Particulars

NCC, Section A0.4.

- (b) compliance with the Performance Requirements can only be achieved by:
 - (i) complying with the Deemed-to-Satisfy Provisions; or
 - (ii) formulating an Alternative Solution which –
 1. complies with the Performance Requirements; or
 2. is shown to be at least equivalent to the Deemed-to-Satisfy Provisions; or
 3. a combination of both;

Particulars

NCC, Section A0.5.

- (c) in relation to the structure of a building:
 - (i) the Performance Requirements state that a building or structure, during construction and use, with appropriate degrees of reliability, must:
 1. perform adequately under all reasonably expected design actions; and
 2. withstand extreme or frequently repeated design actions; and

3. be designed to sustain local damage, with the structural system as a whole remaining stable and not being damaged to an extent disproportionate to the original local damage; and
 4. avoid causing damage to other properties,
- by resisting the actions to which it may reasonably expect to be subjected.

Particulars

NCC, Part B, sections BP1.1 and BP 1.2.

- (ii) where a building is proposed to comply with the Deemed-to-Satisfy Provisions:
1. the Performance Requirements in (relevantly) BP.1.1 and BP.1.2 are satisfied by complying with (among other things) B.1.4 of Part B1;

Particulars

Part B1, Section B1.0(a).

2. B.1.4 of Part B1 provides that the structural resistance and forms of construction must be determined in accordance with Australian Standard AS3600–2009 in relation to concrete construction (including reinforced and prestressed concrete).

48 By reason of the matters referred to in paragraph 46 above, the Legal Compliance Warranty included a warranty that the concrete construction comprising the Opal Work would be constructed:

- (a) in accordance with AS3600;
- (b) alternatively, according to an Alternative Solution is shown to be at least equivalent to the AS3600;
- (c) alternatively, a combination of (i) and (ii) above.

AS3600:2009

49 AS3600:2009 requires, among other things, that:

- (a) concrete structures shall be designed for ultimate strength and serviceability limit states in accordance with the general principles and procedures for design as set out in AS/NZS 1170.0 and the specific requirements of Clauses 2.2 and 2.3;

Particulars

AS3600:2009, CI 2.1.1.

- (b) the strength check procedure for use in conjunction with:
- (i) linear elastic methods of analysis of indeterminate structures and members;
 - (ii) simplified methods of analysis of indeterminate structures and members;
and
 - (iii) static analysis of determinate structures,
shall be carried out as follows:
 - (iv) it shall be confirmed that the design capacity is equal to or greater than the design action effect, for all critical cross-sections and regions;

Particulars

AS3600:2009, CI 2.2.1.

- (c) design checks be carried out for all appropriate service conditions to ensure the structure will perform in a manner appropriate for its intended function and purpose;

ParticularsAS3600:2009, CI 2.3, CI 2.3.2, 2.3.3 and 2.3.4.

- (d) the design bursting force at both the serviceability limit state and ultimate limit state be calculated using an equilibrium model consistent with the bottle shape shown in Figure 7.2.4(A) of the Standard and the equations set out in Clause 7.2.4;

ParticularsAS3600:2009, CI 7.2.4.

- (e) the design strength of the tie be designed in accordance with the equation set out in Clause 7.3.2;

ParticularsAS3600:2009, CI 7.3.2.

- (f) the cross-sectional area of reinforcement for each situation be calculated by dividing the tensile forces derived in accordance with Clauses 12.5.4 and 12.5.5 by 150 MPa. This reinforcement is to be distributed in accordance with the requirements set out in Clause 12.5.6. At any plane parallel to the loaded face, the reinforcement is to be determined from the longitudinal section with the

greatest reinforcement requirements at that plane, and is to extend over the full depth or breadth of the end zone;

Particulars

AS3600:2009, CI 12.5.6.

- (g) unless special confinement reinforcement is provided, the design bearing stress at a concrete surface not exceed the formula set out in Clause 12.6;

Particulars

AS3600:2009, CI 12.6.

- (h) the requirements of crack control may be deemed to be satisfied only if the stress in the reinforcement is not greater than the following:
- (i) where a minor degree of control over cracking is required: 250 MPa;
 - (ii) where a moderate degree of control over cracking is required and where cracks are inconsequential or hidden from view: 200 MPa; and
 - (iii) where a strong degree of control over cracking is required for appearance or where cracks may reflect through finishes: 150 MPa.

For prestressed concrete, the change in stress in the tendons after the point of decompression shall not exceed the limits given at paragraphs 49(h)(i), (ii) or (iii), as appropriate.

Particulars

AS3600:2009, CI 12.7.

H. Plans and Specifications Warranty – FC Drawings

50 Under the D&C Contract and, for the reasons set out in paragraph 23 above, the Notional Contract:

- (a) all plans and specifications for the Opal Work, including any variations to those plans and specifications, were taken to form part of (and, therefore, taken to be “set out in”) the D&C Contract and the Notional Contract;

Particulars

- A. The term is implied into the D&C Contract by law.
- B. Home Building Act, section- 7E(1) (Terms of contracts) and Schedule 2, cl. 1(1).

- (b) the D&C Contract and the Notional Contract contained plans and specifications **(Preliminary Plans and Specifications);** and

Particulars

The Preliminary Plans and Specifications were contained in the ~~Principal's project requirements~~ PPR (Annexure Part R).

- (c) as part of the Opal Work, Icon under the D&C Contract and SOPA under the Notional Contract ~~were~~ was required to develop the Preliminary Plans and Specifications (and, in doing so, vary them).

Particulars

D&C Contract, General Conditions, cl. 2.2(a)(iii), 2.2(a)(iv), 8.3 and 8.4.

- 51 Icon in fact developed the Preliminary Plans and Specifications (and, therefore, varied them) pursuant to the term referred to in paragraph 50(c) above (**FC (For Construction) Drawings**).

Particulars

The FC Drawings include the plans and specification in Schedule 1.

- 52 By reason of the matters referred to in paragraphs 50 to 51 above, the FC Drawings were “plans and specifications set out in the contract” within the meaning of s 18B(1)(a) of the Home Building Act (either because they were “plans and specifications for the Opal Work” or because they were variations to “plans and specifications for the Opal Work”).
- 53 By reason of the matters referred to in paragraph 52 above, the Plans and Specification Warranty included a warranty that Opal Work would be constructed in accordance with the FC Drawings.
- 54 Among other things, the FC Drawings required material and workmanship for the Opal Work to be in accordance with “SAA Codes”, “Building Regulations” and “the requirements of any other relevant statutory authorities”.

Particulars

FC Drawing S00.003 General Notes Sheet.

- 55 By reason of the matters referred to in paragraph 54 above, the material and workmanship for the Opal Work was required to be in accordance with NCC, (being a Building Regulation) and AS3600:2009 (being an AAS Code).

I. ~~Defects in the Design and Construction and Certification of Opal Tower~~

Opal Tower – Original Structural features Design

56 Opal Tower, as originally designed and constructed, possessed the following structural features:

- (a) the building was to be a reinforced concrete structure with post-tensioned concrete floor slabs (**Slabs**);
 - (b) “inset slots” were to be located on each external face of the building, with the walls of those slot sections (**Slot Walls**): ~~(i) to be~~ constructed from precast reinforced concrete panels (**Precast Panels**) ~~and other in-situ elements; and (ii) acting as columns transmitting vertical loads to the individual supporting columns beneath each Slot Wall, (Columns) (Hob Beams)~~;
 - (c) hob beams (Hob Beams) were to be cast as part of the floor element and monolithically poured with the Slabs;
 - (d) the Precast Panels were to sit above the Hob Beams;
 - (e) the Precast Panels were to be connected to the Hob Beams by a grouted joint with a characteristic compressive strength of 50 MPa as specified in FC Drawing S06.010 A (Grout);
 - (f) the Grout was required to be placed over the entire interface between the Hob Beam and Precast Panels (Hob Beam Interface) save for the first 25 mm of the Hob Beam Interface (which was to be allowed for sealant) (FC Drawing S06.010 A) (WSP Grout Detail); and
 - (g) the Hob Beams were to carry loads:
 - (i) induced by the Precast Panels above the Hob Beams; and
 - (ii) transmitted through the Grout,
 - ~~(e)(h) supporting columns below each Slot Wall, which were connected to the Slot Wall by horizontal, load-bearing “hob beams” (Hob Beams) the loads from the Slot Walls in the vicinity of the supporting columns were to be transmitted through the Hob Beams to the columns below,~~
- (together, the **System**).

Particulars

The System comprises:

- ~~(i) Slot Wall 1 which is shown on FC Drawing S06.001 A and also shown as:~~

1. ~~Column C2 between levels 4 and 10 and levels 16 and 26 on FC Drawing S04.001 H and S04.002 H; and~~
 2. ~~Column C22 between levels 4 and 10 and levels 16 and 26 on FC Drawings S04.003 H and S04.004 I.~~
- (ii) ~~Slot Wall 4 which is shown on FC Drawing S06.002 A and also shown as:~~
1. ~~Column C7 between levels 10 and 16 on FC Drawing S04.001 H; and~~
 2. ~~Column C26 between levels 10 and 16 on FC Drawing S04.005 H.~~
- (iii) ~~Slot Wall 5 which is shown on FC Drawing S06.003 A and also shown as:~~
1. ~~Column C9 between levels 16 and 26 on FC Drawings S04.001 H and S04.002 H; and~~
 2. ~~Column C40 between levels 16 and 26 on FC Drawings S04.007 H and S04.008 I.~~
- (iv) ~~Slot Wall 8 which is shown on FC Drawing S06.003 A and also shown as~~
1. ~~Column C14 between levels 10 and 16 on FC Drawings S04.003 H; and~~
 2. ~~Column C32 between levels 10 and 16 on FC Drawing S04.005.~~
- (v) ~~Slot Wall 9 which is shown on drawing S06.004 A and also shown as:~~
1. ~~Column C16 between levels 4 and 10 and levels 16 and 26 on FC Drawing S04.003 H and S04.004 I; and~~
 2. ~~Column C34 between levels 4 and 10 and levels 16 and 26 on FC Drawings S04.005 H and S04.006 H.~~
- (vi) ~~Slot Wall 12 which is shown on drawing S06.005 A and also shown as:~~
1. ~~Column C21 between levels 10 and 16 on FC Drawing S04.003 H;~~
 2. ~~Column C38 between levels 10 and 16 on FC-Drawing S04.007 H.~~

The System was as follows:

- (i) on level 4, a Hob Beam and Precast Panel:
 1. outside Apartment 404 on elevation 1 at grid reference 4B-0.5 (above columns C2 and C22) (Level 4, 4B-0.5);
 2. outside Apartment 412 on elevation 9 at grid reference 4A-10.5 (above columns C16 and C34) (Level 4, 4A-10.5); and
 3. outside Apartment 408 on elevation 6 at grid reference 4C-5.5 (above columns C9 to C40) (Level 4, 4C-5.5).
- (ii) on level 10, a Hob Beam and Precast Panel:
 1. outside Apartment 1005 on elevation 12 at grid reference 10C-14.5 (above columns C21 and C38) (Level 10, 10C-14.5);

2. outside Apartment 1001 on elevation 8 at grid reference 10B-9.5 (above columns C14 and C32) (Level 10, 10B-9.5); and
 3. outside Apartment 1009 on elevation 4 at grid reference 10A-4.5 (above columns C7 and C26) (Level 10, 10A-4.5);
- (iii) on level 16, Hob Beam and Precast Panel:
1. outside Apartment 1604 on elevation 1 at grid reference 16B-0.5 (above columns C2 and C22) (Level 16, 16B-0.5);
 2. outside Apartment 1612 on elevation 9 at grid reference 16A-10.5 (above columns C16 and C34) (Level 16, 16A-10.5);
 3. outside Apartment 1608 on elevation 6 at grid reference 16C-5.5 (above columns C9 to C40) (Level 16, 16C-5.5).

System concrete strength

56A The concrete for the Opal Tower was specified to have a compressive strength of:

- (a) 40 MPa for all floor elements, unless noted otherwise;
- (b) 65 MPa for the Hob Beams and certain areas in the vicinity of the columns supporting the Precast Panels, which were to be puddle poured;
- (c) 80 MPa for the Precast Panels on levels 4 and 10; and
- (d) 85 MPa for the Precast Panels on level 16.

Particulars

FC Drawings no. 4419 S00.003 A (see Note C9), S06.001 A, S06.002 A, S06.003 A, S06.004 A, S06.005 A, S06.006 A, S09.200 C, S09.210 A, S09.220 C, S09.230 A, S09.240 A, S09.250 B, S09.260 B, S09.270 A, S09.275 A, S09.276 A, S09.280 A, S09.290 A, S09.300 A, S09.310 B, S09.320 D and S09.330 A.

Alleged changes to the WSP Grout Detail

56B On 16 September 2016, WSP issued FC Drawings including:

- (a) Drawing No. 4419 S06.002 A titled "Precast Wall Elevation Sheet 02";
- (b) Drawing No. 4419 S06.003 A titled "Precast Wall Elevation Sheet 03";
- (c) Drawing No. 4419 S06.004 A titled "Precast Wall Elevation Sheet 04";
- (d) Drawing No. 4419 S06.005 A titled "Precast Wall Elevation Sheet 05"; and
- (e) Drawing No. 4419 S06.010 A titled "Typical Precast Wall Details".

56C On or about 21 September 2016, at 2:50 am, Evolution Precast Systems Pty Ltd (**Evolution**) (which manufactured, supplied and installed the Precast Panels) sent an Aconex to Icon, WSP and others titled "Level 1 precast package for re-approval", by

which they issued a Drawing No. DE01 Rev P2 for level 1 for re-approval (Drawing DE01 Rev P2) (**Drawing DE01**).

56D Drawing DE01 proposed in “Detail 1” and “Detail 1A” a change to the Grout detail such that Grout would be placed on the inner portion of the Hob Beam only (Partial Grouting) (**Evolution Grout Detail**).

56E On or about 22 September 2016, at 2:42 pm, WSP sent an Aconex to Icon (mail no. WSP(SA)- CADV-000581 titled “Re: Level 1 precast package for re-approval”) attaching a copy of Drawing DE01 Rev P2 (including the Evolution Grout Detail) with a WSP stamp (**Stamp**).

56F In the box adjacent to the words “REVIEWED NO COMMENTS” in Stamp was a tick-mark.

56G There is a dispute between Evolution, Icon and WSP as to whether the matters referred to in paragraphs 56B to 56F amount to an amendment to FC Drawings (and, therefore, the System).

FC System

56H WSP approved the following changes to the System:

- (a) on or about 29 November 2016, WSP approved a design change at Level 4, 4C-5.5 to replace the Precast Panel with an in-situ wall (**In-Situ Wall**); and
- (b) on or about 6 December 2016, WSP approved a design change at Level 16, 16C-5.5 to replace the Precast Panel with an In-Situ Wall,

(**the FC System**).

56I With respect to the In-Situ Walls comprising the FC System, they were to be cast on to the Hob Beams.

Particulars

The FC System is reflected in FC Drawings S04.001 H, S04.002 H, S04.003 H, S04.004 I, S04.005 H, S04.006 H, S04.007 H, S06.001 A, S06.002 A, S06.003 A, S06.004 A, and S06.005 A, S06.010 A, S09.220 C, S09.240 A, S09.260 B was as follows:

- (i) on level 4:
 - 1. a Hob Beam and Precast Panel:
 - a. outside Apartment 404 on elevation 1 at grid reference 4B-0.5 (above columns C2 and C22) (Level 4, 4B-0.5);
 - b. outside Apartment 412 on elevation 9 at grid reference 4A-10.5 (above columns C16 and C34) (Level 4, 4A-10.5); and

2. a Hob Beam and In-Situ Wall outside Apartment 408 on elevation 6 at grid reference 4C-5.5 (above columns C9 to C40) (Level 4, 4C-5.5).
- (ii) on level 10a Hob Beam and Precast Panel:
1. outside Apartment 1005 on elevation 12 at grid reference 10C-14.5 (above columns C21 and C38) (Level 10, 10C-14.5);
 2. outside Apartment 1001 on elevation 8 at grid reference 10B-9.5 (above columns C14 and C32) (Level 10, 10B-9.5); and
 3. outside Apartment 1009 on elevation 4 at grid reference 10A-4.5 (above columns C7 and C26) (Level 10, 10A-4.5);
- (iii) on level 16:
1. a Hob Beam and Precast Panel:
 - a. outside Apartment 1604 on elevation 1 at grid reference 16B-0.5 (above columns C2 and C22) (Level 16, 16B-0.5);
 - b. outside Apartment 1612 on elevation 9 at grid reference 16A-10.5 (above columns C16 and C34) (Level 16, 16A-10.5);
 2. Hob Beam and In-Situ Wall outside Apartment 1608 on elevation 6 at grid reference 16C-5.5 (above columns C9 to C40) (Level 16, 16C-5.5).

Certification

56J Between about 25 December 2015 and 19 July 2017 WSP issued ten Consultant's Design Certificate Forms (WSP's Design Certificates) in respect of the structural FC Drawings of the FC System certifying, amongst other things that:

- (a) the FC Drawings listed within table T1 in WSP's Design Certificates prepared by it complied with all those elements of the works under the Consultancy Agreement; and
- (b) the works carried out under the Consultancy Agreement complied with all legislative requirements and when completed would comply with all requirements of the Consultancy Agreement.

Particulars

A schedule of WSP's Design Certificates is at Schedule 3.

A schedule of the FC Drawings so certified is at Schedule 4.

56K The FC Drawings listed in table T1 of WSP's Design Certificates dated 24 May 2016, 29 June 2016, 22 November 2016, 23 February 2017, 20 March 2017 and 19 July 2017 (or any of them) included FC Drawings 4419-S06.001 (Precast Wall Elevation Sheet 01), 4419-S06.002 (Precast Wall Elevation Sheet 02), 4419-S06.003 (Precast Wall Elevation Sheet 03), 4419-S06.004, (Precast Wall Elevation Sheet 04) 4419-S06.005 (Precast Wall Elevation Sheet 05), 4419-S06.006 (Precast Wall Elevation Sheet 06),

4419-S06.010 (Typical Precast Wall Details - Sheet 01) and 4419-S06.011 (Typical Precast Wall Details - Sheet 01).

56L On or about 28 June 2016, WSP issued a document titled "Structural Certificate for Design (for CC3)" dated 28 June 2016 (WSP Structural Certificate for Design).

56M The WSP Structural Certificate for Design certified that all structural elements illustrated upon the FC Drawings listed in the table in the 28 June 2016 Certificate had been checked and complied with, amongst other things:

- (a) the provisions of the Building Code of Australia; and
- (b) AS/NZS1170.0, AS/NZS1170.1, AS/NZS1170.4, AS3600 and AS4100.

Particulars

A schedule of the FC Drawings so certified is at Schedule 2.

56N On or about 15 May 2018, WSP issued a certificate within which it certified, amongst other things, that:

- (a) it was responsible for the design of the structural elements of the Opal Tower (excluding external landscaping);
- (b) its drawings had been checked and they complied with the Building Code of Australia, the relevant Australian Standards listed in the Building Code of Australia and specifically AS 3600:2009; and
- (c) all reinforced concrete work had been completed in accordance with WSP's design, relevant Australian Standards and the Building Code of Australia,

(Further WSP Structural Design and Construction Certificate).

56O On or about 5 June 2018, WSP issued a statement of compliance certifying that the Opal Work had been completed in accordance with, among other things, the Building Code of Australia and the PPR (WSP Statement of Compliance).

56P On or about 13 June 2018, Icon issued:

- (a) a Statement of Compliance that the Opal Work had been completed in accordance with, among other things, the Building Code of Australia and the PPR (Icon Statement of Compliance); and
- (b) the warranties, statements, deed and certificates of compliance referred to in paragraph 80 of the Commercial List Statement filed in Supreme Court of New South Wales Proceedings 2019/64406 (as amended from time to time) (Developer List Statement) (Icon Subcontractor Certificates).

56R On or about 18 June 2018, Icon issued a Notice of Practical Completion to AAD and the Superintendent in respect of part of the Opal Work (**First Notice of Practical Completion**).

56S On or about 27 June 2018, Icon issued a Notice of Practical Completion to ADD and the Superintendent in respect of entirety of the Opal Work (**Second Notice of Practical Completion**).

IA Breach

57 The FC System in whole or in part:

(a) was not designed or constructed in accordance with:

- (i) ~~to the capacity required by clauses 2.1.1 and 2.2.1 of AS3600:2009 having regard to the actual loads to which the System in whole or in part was subjected or likely to be subjected~~ clause 2.1 of AS3600:2009; and

Particulars

Expert report of Professor Brian Uy dated 22 May 2020 (**Uy Report**),
Section 4.

- (ii) ~~to the capacity required by clauses 2.1.1 and 2.2.1 of AS3600:2009 having regard to the design loads for the System in whole or in part determined under AS1170.1:2002;~~ clause 2.2 of AS3600:2009;

Particulars

Uy Report, Section 4 and Section 6 ([404] to [413]).

- (iii) clause 2.3 of AS3600:2009;

Particulars

Uy Report, Section 4 and Section 6 ([404] to [413]).

- (iv) clause 7.2.4 of AS3600:2009;

Particulars

Uy Report, Section 4 and Section 6 ([404] to [413]).

- (v) clause 7.3.2 of AS3600:2009;

Particulars

Uy Report, Section 4 and Section 6 ([404] to [413]).

- (vi) clause 12.5.6 of AS3600:2009;

Particulars

Uy Report, Section 4 and Section 6 ([404] to [413]).

- (vii) clause 12.6 of AS3600:2009; and

Particulars

Uy Report, Section 4 and Section 6 ([404] to [413]).

- (viii) clause 12.7 of AS3600:2009;

Particulars

Uy Report, Section 4 and Section 6 ([404] to [413]).

- (b) was not otherwise constructed in accordance with the FC Drawings in that:

- (i) joints between the Hob Beams and each of the Slot Walls 1, 4, 5, 8, 9 and 12 were not grouted to full width in accordance with detail 1 shown on FC Drawing S06.010-~~E~~ A;

Particulars

Uy Report, Section 4 and Section 7 ([430] to [432]).

- (ii) part of a Hob Beam at level ~~10-4~~ immediately above Columns C16 and C34 was not constructed using the top reinforcement specified in FC Drawings S09.220 C and S06.011 C;

Particulars

Uy Report, Section 4 ([323] to [338]) and Section 6 ([407] to [411]).

- (iii) part of a Hob Beam at level 10 immediately above Columns ~~C2~~ C21 and ~~C34~~ C38 was not constructed using the top reinforcement specified in drawing FC Drawings S09.220 C S09.240 A and S06.011 C;

Particulars

Uy Report, Section 7 ([426] to [427]).

- (iv) part of ~~Slot Wall 12~~ panel 10C-14.5 at level 10 (as shown at grid line C on FC Drawing ~~S.06.004~~S09.240 A) was not constructed using the bottom horizontal reinforcement as shown on FC Drawing S06.011 C; ~~and~~

Particulars

Uy Report, Section 7 ([428] to [429]).

- (v) ~~each of the Slot Walls 1, 4, 5, 8, 9 and 12 were manufactured to be at least 20 mm thicker than the width specified in the FC Drawings; and [Not used]~~
- (c) ~~was designed or constructed such that:~~
- (i) ~~an electrical conduit was placed in the zone of concrete covering the area immediately above Column C38; and~~
- (ii) ~~a dowel bar used to connect the reinforced and precast concrete elements between the Hob Beam on Level 10 was cut during construction. [Not used].~~

(together, **FC System Defects**).

58 Further and in the alternative to the matter referred to in paragraph 57 above:

- (a) the concrete supplied and used by Icon to construct the FC System:
- (i) was less than the compressive strength specified in the FC Drawings for:
1. the Precast Panels (80 MPa for the Precast Panels on levels 4 and 10 and 65 MPa for the Precast Panels on level 16); and
 2. the Hob Beams (65 MPa for levels 4, 10 and 16).
- (ii) by reason of the matter referred to in subparagraph (i) above, was not concrete that was good and / or suitable for the purpose for which the concrete was being used; and
- (b) further or in the alternative to the matter referred to in subparagraph (a) above, the FC Drawings did not identify, or did not adequately identify, the required strength of the concrete to be supplied and used by Icon to construct the FC System,

(together, **Strength Defects**).

Particulars

Uy Report, Section 5 and Section 6 ([413] to [417]).

IB Observed damage

59 On 24 December 2018:

- (a) residents of Opal Tower reported hearing loud cracking noises within Opal Tower;
- (b) cracks were visually identified in a Column on Level 10 of Opal Tower; and
- (c) all of the residents of Opal Tower were evacuated by emergency services.

60 Following the evacuation of Opal Tower on 24 December 2018, physical damage to Opal Tower was identified to the Slot Walls, Columns, Beams and Slabs as follows:

(a) at level 4:

- (i) spalling and cracking of Hob Beam and a precast concrete panels which comprise Slot Wall 1 (that is, Columns C2 and C22) at 4B-0.5;
- (ii) spalling and cracking of Hob Beam and a precast concrete panels which comprise Slot Wall 9 (that is, Columns C16 and C34) at Level 4, 4A-10.5;
and
- ~~(iii) cracking the lab in the vicinity of Slot Walls 1 and 9 on level 4;~~

(b) at level 10:

- (i) spalling and cracking of Hob Beam and a precast concrete panels which comprise Slot Wall 12 (that is, Columns C21 and C38) at level 10 10C-14.5; and
- (ii) permanent vertical displacement, ~~deformation~~ and cracking of the Slab ~~in the vicinity of Slot Wall 12 at~~ on level 10, 10C-14.5; and

(c) at level 16:

- (i) cracking of a precast concrete panels which comprise Slot Wall 1 (that is, at Level 16, 16B-0.5, above Columns C2 and C22);
- (ii) cracking of ~~precast concrete panels~~ an In-Situ Wall at Level 16, 15C-5.6 ~~which comprise Slot Wall 5 (that is, above Columns C9 and C40);~~ and
- (iii) cracking of a precast concrete panels which comprise Slot Wall 9 (that is, at Level 16, 16A-10.5, above Columns C16 and C34),

(the Observed Damage).

61 The FC System Defects, further or in the alternative, the Strength Defects (or any of FC System Defects and Strength Defects) caused damage to Opal Tower, including the Observed Damage.

J. Breach of SOPA Statutory Warranties

62 By reason of the matters referred to in subparagraphs 57(a), 57(b), ~~57(c)~~ and 58(b) (or any of them), SOPA breached the ~~Due~~-Care and Skill Warranty.

63 By reason of the matters referred to in subparagraphs 57(a), 57(b) and 58(a) (or any of them), SOPA breached the Plans and Specifications Warranty.

64 By reason of the matters referred to in subparagraph 57(a) SOPA breached the Legal Compliance Warranty.

65 By reason of the matters referred to in subparagraph 58(a), SOPA breached the Materials Warranty.

66 Furthermore, by reason of the FC System Defects, further or in the alternative, the Strength Defects (or any of FC System Defects and Strength Defects), Opal Tower or, alternatively, parts of Opal Tower including Unit ~~903604~~, were not reasonably fit for occupation in breach of the Fit for Occupation Warranty.

Particulars

Uy Report, Section 9

67 By reason of the matters referred to in paragraphs 62 to 66 above (or any of them), SOPA breached one or more of the SOPA Statutory Warranties.

JA Breach of duty of care

67A The Opal Tower is a “building” within the meaning of section 36(1) of the D&BP Act.

67B The Plaintiffs and the Group Members are the “owner of the land” (that is, the Original Site) within the meaning of section 36(1) of the D&BP Act (being the owners of a lot within the meaning of the *Strata Schemes Management Act 2015 (NSW)*).

Icon

67C The Opal Work includes the work referred to in paragraphs 10B to 10V above.

67D The Opal Work is “construction work” within the meaning of section 36(1) of D&BP Act.

67E Further or in the alternative to the matter referred to in paragraph 67D above:

- (a) the Opal Work is residential building work within the meaning of the Home Building Act;

Particulars

The Plaintiffs repeat and rely upon the matters referred to in paragraphs 16 and 18 above.

- (b) by reason of the matter referred to in subparagraph (a) above, the Opal Work is “building work” with the meaning of section 36(1) of the D&BP Act; and
- (c) by reason of the matter referred to in subparagraph (b) above, the Opal Work is “construction work” within the meaning of section 36(1) of D&BP Act.

67F Further or in the alternative to the matters referred to in paragraphs 67D and 67E above:

- (a) the Opal Work is:
 - (i) the preparation of regulated and other designs for building work within the meaning of section 36(1) of the D&BP Act;
 - (ii) further or in the alternative, the supervision, coordination, project management or otherwise having substantive control over the carrying out of the work referred to in subparagraph (a)(i) above; and
- (b) by reason of the matters referred to in subparagraph (a)(i) above, further or in the alternative subparagraph (a)(ii) above, “construction work” within the meaning of section 36(1) of D&BP Act.

67G In the premises of the matters referred to in paragraphs 67A to 67F above, Icon:

- (a) is a person who carried out construction work (that is, the Opal Work) within the meaning of section 36(1) of the D&BP Act for the purposes of section 37 of the D&BP Act;
- (b) had a duty to exercise reasonable care to avoid economic loss caused by defects in or related to the Opal Tower and arising from the Opal Work,
(Icon’s Duty of Care) pursuant to section 37(1) of the D&BP Act.

67H Icon’s Duty of Care is owed to the Plaintiffs and each of the Group Members pursuant to section 37(2) of the D&BP Act.

67I The Plaintiffs and each of the Group Members are entitled to damages from Icon for any breach of Icon’s Duty of Care pursuant to section 37(3) of the D&BP Act as if the duty were established by the common law.

67J Icon failed to exercise reasonable care so that the Plaintiffs and Group Members would avoid economic loss caused by defects in or related to the Opal Tower and arising from the Opal Work.

Particulars

As to the failure to take reasonable care, the Plaintiffs repeat and rely upon paragraph 57, further in the alternative, paragraph 58 above.

Uy Report, Sections 4, 5, 6, 8 and 9 [492] – [495].

As to the economic loss, the Plaintiffs repeat and rely upon paragraphs 59 to 61 above and 69 below.

67K Further and in the alternative to the matter referred to in paragraph 67J above the Plaintiffs say that by the issue of the Icon Statement of Compliance, the Icon Subcontractor Certificates and the Notice of Practical Completion (or any of them) Icon failed to take reasonable care to avoid economic loss caused by the defects in or related to the Opal Tower and arising from the Opal Work, alternatively, the Opal Work – Design.

WSP

67L The Opal Work – Design including as referred to in paragraphs 10W to 10AG above:

- (a) is the preparation of regulated and other designs for building work within the meaning of section 36(1) of the D&BP Act;
- (b) further or in the alternative, is the supervision, coordination, project management or otherwise having substantive control over the carrying out of any work referred to in subparagraph (a) above; and
- (c) by reason of the matter referred to in subparagraph (a) above, further or in the alternative, subparagraph (b) above is “construction work” within the meaning of section 36(1) of D&BP Act.

67M In the premises of the matters referred to in paragraphs 67A, 67B and 67L above, WSP:

- (a) is a person who carried out construction work (that is, the Opal Work – Design) within the meaning of section 36(1) of the D&BP Act for the purposes of section 37 of the D&BP Act; and

- (b) had a duty to exercise reasonable care to avoid economic loss caused by defects in or related to the Opal Tower and arising from the Opal Work – Design (WSP’s Duty of Care) pursuant to section 37(1) of the D&BP Act.

67N WSP’s Duty of Care is owed to the Plaintiffs and each of the Group Members pursuant to section 37(2) of the D&BP Act.

67O The Plaintiffs and each of the Group Members are entitled to damages from WSP for breach of WSP’s Duty of Care pursuant to section 37(3) of the D&BP Act as if the duty were established by the common law.

67P The Plaintiffs repeat and rely upon paragraph 57 above and say that WSP failed to exercise reasonable care so that the Plaintiffs and the Group Members would avoid economic loss caused by defects in or related to the Opal Tower and arising from the Opal Work – Design.

67Q Further and in the alternative to the matter referred to in paragraph 67P above, the Plaintiffs say that by the issue of the WSP Design Certificates, the WSP Structural Certificate for Design, the Further WSP Structural Design and Construction Certificate and the WSP Statement of Compliance (or any of them) WSP failed to take reasonable care to avoid economic loss caused by the defects in or related to the Opal Tower and arising from the Opal Work, alternatively, the Opal Work – Design.

Particulars

Uy Report, Section 8 and Section 9 [489] to [491].

JB. Breaches of the ACL

WSP Design Certificates Representations

67R By each of the WSP Design Certificates dated 25 December 2015, 25 January 2016 and 25 February 2016 (or any of them) WSP expressly represented to AAD, Ecove and/or Icon that:

- (a) the design documents prepared by it complied with all those elements of the works (that is the Opal Work – Design) under the Consultancy Agreement and documents referenced within; and
- (b) the works (that is the Opal Work – Design) carried out to the date of the certificate under the Consultancy Agreement complied with all legislative requirements and the Design Documents, so that the works, when completed would comply with all requirements of the Consultancy Agreement.

67S By each of the WSP Design Certificates dated about 23 March 2016, 24 May 2016, 29 June 2016, 22 November 2016, 23 February 2017, 22 March 2017 and 19 July 2017 (or any of them) WSP expressly represented to AAD, Ecove and/or Icon that:

- (a) the design documents listed within table T1 prepared by it complied with all those elements of the Opal Work – Design under the Consultancy Agreement and documents referenced within; and
- (b) the Opal Work – Design carried out to the date of the certificate under the Consultancy Agreement (Structural Design) complied with all legislative requirements and the Design Documents, so that the Opal Work – Design, when completed would comply with all requirements of the Consultancy Agreement (Structural Design).

67T The representations referred to in paragraphs 67R and 67S or any of them **(WSP Design Certificate Representations)** were:

- (a) made in trade or commerce; and
- (b) false.

Particulars

- (i) The Plaintiffs repeat and rely upon the matters referred to in paragraph 10AB above and say that AS3600:2009 was an “applicable Australian Standard” and, therefore, a legislative requirement within the meaning of clause 1 of the General Conditions of the Consultancy Agreement.
- (ii) The Plaintiffs repeat and rely upon the matters referred to in paragraph 57 above and say that the Opal Work – Design did not comply with sections 2.1, 2.2, 2.3, 7.2.4, 7.3.2, 12.5.6, 12.6 and 12.7 of AS3600:2009 (or any of them).
- (iii) The Plaintiffs:
 - (A) repeat and rely upon clause 5.9 of the General Conditions of the Consultancy Agreement (paragraph 10AA) above;
 - (B) say that, by reason of the particulars set out in (i), (ii) and (iii)(A) above, at no time (whether at the time of issuing the WSP Design Certificates or any of them) did the Opal Work –

Design comply with all legislative requirements so that the Opal Work – Design, when completed would comply with all requirements of the Consultancy Agreement.

67U By reason of the matters referred to in paragraph 67T above, the WSP Design Certificate Representations were misleading or deceptive or likely to mislead or deceive.

67V By reason of the matters referred to in paragraphs 67R to 67U above, in making the WSP Design Certificate Representations (or any of them), WSP contravened section 18 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**).

WSP Structural Certificate for Design Representation

67W By the WSP Structural Certificate for Design, WSP represented that the structural elements illustrated on the documents listed in that certificate (including FC Drawings 4419-S06.001 (Precast Wall Elevation Sheet 01), 4419-S06.002 (Precast Wall Elevation Sheet 02), 4419-S06.003 (Precast Wall Elevation Sheet 03), 4419-S06.004, (Precast Wall Elevation Sheet 04) 4419-S06.005 (Precast Wall Elevation Sheet 05)) had been checked and complied with the provisions of the Building Code of Australia and AS3600 (**WSP Structural Certificate for Design Representation**).

67X The WSP Structural Certificate for Design Representation was:

(a) made in trade or commerce; and

(b) false.

Particulars

(i) The Plaintiffs repeat and rely upon the matters referred to in paragraph 57 above and say that the Opal Work – Design did not comply with sections 2.1, 2.2, 2.3, 7.2.4, 7.3.2, 12.5.6, 12.6 and 12.7 of AS3600:2009 (or any of them).

(ii) The Plaintiffs repeat and rely upon the matters referred to in paragraphs 47 and 48 above and say that compliance with AS3600:2009 is a requirement of the Building Code of Australia.

67Y By reason of the matters referred to in paragraph 67X above, the WSP Structural Certificate for Design Representation was misleading or deceptive or likely to mislead or deceive.

67Z By reason of the matters referred to in paragraphs 67W to 67Y above, in making the WSP Structural Certificate for Design Representation, WSP contravened section 18 of the ACL.

Further WSP Structural Design and Construction Certificate Representation

67AA By the Further WSP Structural Design and Construction Certificate, WSP represented that:

- (a) its drawings had been checked and they complied with the Building Code of Australia, the relevant Australian Standards listed in the Building Code of Australia and specifically AS3600:2009; and
- (b) all reinforced concrete work had been completed in accordance with WSP's design, relevant Australian Standards and the Building Code of Australia.

(Further WSP Structural Design and Construction Certificate Representation).

67AB The Further WSP Structural Design and Construction Certificate Representation was:

- (a) made in trade or commerce; and
- (b) false.

Particulars

- (i) The Plaintiffs repeat and rely upon the matters referred to in paragraph 57 above and say that the Opal Work – Design did not comply with sections 2.1, 2.2, 2.3, 7.2.4, 7.3.2, 12.5.6, 12.6 and 12.7 of AS3600:2009 (or any of them).
- (ii) The Plaintiffs repeat and rely upon the matters referred to in paragraphs 47 and 48 above and say that compliance with AS3600:2009 is a requirement of the Building Code of Australia.

67AC By reason of the matters referred to in paragraph 67AB above, the Further WSP Structural Design and Construction Certificate Representation was misleading or deceptive or likely to mislead or deceive.

67AD By reason of the matters referred to in paragraphs 67AA to 67AC above, in making the Further WSP Structural Design and Construction Certificate Representation, WSP contravened section 18 of the ACL.

WSP Statement of Compliance Representation

67AE By the WSP Statement of Compliance Representation, WSP represented that the Opal Work, alternatively, the Opal Work – Design had been completed in accordance with, among other things, the Building Code of Australia and the PPR (**WSP Statement of Compliance Representation**).

67AF The WSP Statement of Compliance Representation was:

- (a) made in trade or commerce; and
- (b) false.

Particulars

- (i) The Plaintiffs repeat and rely upon the matters referred to in paragraph 57 above and say that the Opal Work, alternatively, the Opal Work – Design did not comply with sections 2.1, 2.2, 2.3, 7.2.4, 7.3.2, 12.5.6, 12.6 and 12.7 of AS3600:2009 (of any of them).
- (ii) The Plaintiffs repeat and rely upon the matters referred to in paragraphs 47 and 48 above and say that compliance with AS3600:2009 is a requirement of the Building Code of Australia.
- (iii) The Plaintiffs repeat and rely upon the matters referred to in paragraphs 10Q and 10T(c) above and say that compliance with the Building Code of Australia was a requirement of the PPR (because it was a requirement of the D&C contract).

67AG By reason of the matters referred to in paragraph 67AF above, the WSP Statement of Compliance Representation was misleading or deceptive or likely to mislead or deceive.

67AH By reason of the matters referred to in paragraphs 67AE to 67AG above, in making the WSP Statement of Compliance Representation, WSP contravened section 18 of the ACL.

WSP Quality of Services Representations

67AI Further and in the alternative to the matters referred to in paragraphs 67R to 67AH above, in issuing the:

- (a) WSP Design Certificates;

- (b) WSP Structural Certificate for Design;
- (c) Further WSP Structural Design and Construction Certificate; and
- (d) WSP Statement of Compliance;

to AAD, Ecove and/or Icon (or in doing any of those things), WSP represented that Opal Work, alternatively, the Opal Work – Design was of a particular standard, quality or grade (**WSP Quality of Services Representations**).

Particulars

- (i) With respect to the WSP Design Certificates they contained a representation that the Opal Work – Design complied with:
 - (A) all legislative requirements as that term is defined in clause 1 of the General Conditions of the Consultancy Agreement; and
 - (B) the terms of the Consultancy Agreement (clause 5.9 of the General Conditions of the Consultancy Agreement),

or either of those things.
- (ii) With respect to the WSP Structural Certificate for Design they contained a representation that the Opal Work – Design complied with the Building Code of Australia.
- (iii) With respect to the Further WSP Structural Design and Construction Certificate it contained representations that:
 - (A) WSP’s drawings had been checked and they complied with the Building Code of Australia, the relevant Australian Standards listed in the Building Code of Australia and specifically AS 3600:2009; and
 - (B) all reinforced concrete work had been completed in accordance with WSP’s design, relevant Australian Standards and the Building Code of Australia.
- (iv) With respect to the WSP Statement of Compliance it contained a representation that the Opal Work – Design complied with the Building Code of Australian and the PPR.

67AJ The WSP Quality of Services Representations (or any of them) were:

(a) false or misleading;

Particulars

(i) With respect to the WSP Design Certificates, the Plaintiffs repeat and rely upon the particulars to paragraph 67T above.

(ii) With respect to the WSP Structural Certificate for Design the Plaintiffs repeat and rely upon the particulars to paragraph 67X above

(iii) With respect to the Further WSP Structural Design and Construction Certificate the plaintiffs repeat and rely upon the particular to paragraphs 67AB above.

(iv) With respect to the WSP Statement of Compliance, the Plaintiffs repeat and rely upon the particulars to paragraph 67AF above.

(b) made in trade or commerce; and

(c) made in connection with the supply or possible supply of services (the Opal Work – Design).

67AK By reason of the matters referred to in paragraphs 67AI and 67AJ above (or any of them), WSP made the WSP Quality of Services Representations (or any of them) in contravention of section 29(1)(b) of the ACL.

Icon Statement of Compliance Representation

67AL By the Icon Statement of Compliance, Icon represented to AAD, Ecove, and the Superintendent (or any of them) that the Opal Work had been completed in accordance with the design, specification and nominated guidelines in the Building Code of Australia (Icon Statement of Compliance Representation).

67AM The Icon Statement of Compliance Representation was:

(a) made in trade or commerce; and

(b) false.

Particulars

- (i) The Plaintiffs repeat and rely upon the matters referred to in paragraph 57 above and say that the Opal Work, alternatively the Opal Work – Design, did not comply with sections 2.1, 2.2, 2.3, 7.2.4, 7.3.2, 12.5.6, 12.6 and 12.7 of AS3600:2009 (or any of them).
- (ii) The Plaintiffs repeat and rely upon the matters referred to in paragraphs 47 and 48 above and say that compliance with AS3600:2009 is a requirement of the Building Code of Australia.

67AN By reason of the matters referred to in paragraph 67AM above, the Icon Statement of Compliance Representation was misleading or deceptive or likely to mislead or deceive.

67AO By reason of the matters referred to in paragraphs 67AL to 67AN above, in making the Icon Statement of Compliance Representation, Icon contravened section 18 of the ACL.

Icon Subcontractor Certificates Representation

67AP In issuing the Icon Subcontractor Certificates (or any of them), further or in the alternative, in issuing the Icon Subcontractor Certificates (or any of them) in the circumstances pleaded in paragraphs 39 to 70, 75 and 79 to 111 of the Developer List Statement (or any of them), Icon represented to AAD, Ecove and the Superintendent (or any of them) that Icon had the opinion on a reasonable basis that the works the subject of the Icon Subcontractor Certificates had been completed in accordance with the D&C Contract (including the PPR and the Building Code of Australia) (Icon Subcontractor Certificates Representation).

67AQ The Icon Subcontractor Certificates Representation was:

- (a) made in trade or commerce; and
- (b) made without reasonable grounds.

Particulars

- (i) The Plaintiffs repeat and rely upon the matters referred to in paragraph 57 above and say that the Opal Work, alternatively the Opal Work – Design, did not comply with sections 2.1, 2.2, 2.3, 7.2.4, 7.3.2, 12.5.6, 12.6 and 12.7 of AS3600:2009 (or any of them).

(ii) The Plaintiffs repeat and rely upon the matters referred to in paragraphs 47 and 48 above and say that compliance with AS3600:2009 is a requirement of the Building Code of Australia.

(iii) The Plaintiffs repeat and rely upon the matters referred to in paragraphs 10Q and 10T(c) above and say that compliance with the Building Code of Australia was a requirement of the PPR (because it was a requirement of the D&C contract).

67AR By reason of the matters referred to in paragraph 67AQ above, the Icon Subcontractor Certificates Representation was misleading or deceptive or likely to mislead or deceive.

67AS By reason of the matters referred to in paragraphs 67AP to 67AR above, in making the Icon Subcontractor Certificates Representation, Icon contravened section 18 of the ACL.

First Notice of Practical Completion Representation

67AT In issuing the First Notice of Practical Completion, further or in the alternative, in issuing the First Notice of Practical Completion in the circumstances pleaded in paragraphs 39 to 70, 75 and 79 to 111 of the Developer List Statement, Icon represented to AAD, Ecove and the Superintendent (or any of them) that as a fact, alternatively that it had the opinion on a reasonable basis that:

- (a) the relevant part of the Opal Work had been completed in accordance with the D&C Contract (including the PPR and the Building Code of Australia);
- (b) the relevant part of Opal Work had reached a stage of practical completion,

(First Notice of Practical Completion Representation).

67AU The First Notice of Practical Completion Representation was:

- (a) made in trade or commerce;
- (b) insofar as it was an opinion, made without reasonable grounds; and
- (c) insofar as it was a statement of fact, false.

Particulars

- (i) The Plaintiffs repeat and rely upon the matters referred to in paragraph 57 above and say that the Opal Work, alternatively the Opal Work – Design, did not comply with sections 2.1, 2.2, 2.3, 7.2.4, 7.3.2, 12.5.6, 12.6 and 12.7 of AS3600:2009 (of any of them).
- (ii) The Plaintiffs repeat and rely upon the matters referred to in paragraphs 47 and 48 above and say that compliance with AS3600:2009 is a requirement of the Building Code of Australia.
- (iii) The Plaintiffs say that by reason of the matters referred to in (i) and (ii) above, as at 18 June 2018, the Opal Work contained defects other than minor defects such that no part of the Opal Work had achieved practical completion.

67AV By reason of the matters referred to in paragraph 67AU above, the First Notice of Practical Completion Representation was misleading or deceptive or likely to mislead or deceive.

67AW By reason of the matters referred to in paragraphs 67AT to 67AV above, in making the First Notice of Practical Completion Representation, Icon contravened section 18 of the ACL.

Second Notice of Practical Completion Representations

67AX In issuing the Second Notice of Practical Completion, further or in the alternative, in issuing the Second Notice of Practical Completion in the circumstances pleaded in paragraphs 39 to 70, 75 and 79 to 111 of the Developer List Statement, Icon represented to AAD, Ecove and the Superintendent (or any of them) that as a fact, alternatively that it had the opinion on a reasonable basis that:

- (a) the Opal Work had been completed in accordance with the D&C Contract (including the PPR and the Building Code of Australia);
- (b) the Opal Work had reached a stage of practical completion.

(Second Notice of Practical Completion Representation).

67AY The Second Notice of Practical Completion Representation was:

- (a) made in trade or commerce;
- (b) insofar as it was an opinion, made without reasonable grounds; and

- (c) insofar as it was a statement of fact, false.

Particulars

- (i) The Plaintiffs repeat and rely upon the matters referred to in paragraph 57 above and say that the Opal Work, alternatively the Opal Work – Design, did not comply with sections 2.1, 2.2, 2.3, 7.2.4, 7.3.2, 12.5.6, 12.6 and 12.7 of AS3600:2009 (of any of them).
- (ii) The Plaintiffs repeat and rely upon the matters referred to in paragraphs 47 and 48 above and say that compliance with AS3600:2009 is a requirement of the Building Code of Australia.
- (iii) The Plaintiffs say that by reason of the matters referred to in (i) and (ii) above, as at 18 June 2018, the Opal Work contained defects other than minor defects such that the Opal Work had achieved practical completion.

67AZ By reason of the matters referred to in paragraph 67AY above, the Second Notice of Practical Completion Representation was misleading or deceptive or likely to mislead or deceive.

67BA By reason of the matters referred to in paragraphs 67AX to 67AZ above, in making the Second Notice of Practical Completion Representation, Icon contravened section 18 of the ACL.

Icon Quality of Services Representation

67BB Further and in the alternative to the matters referred to in paragraphs 67AL to 67BA above, in issuing the Icon Statement of Compliance to Ecove, the Icon Subcontractor Certificate and the Notice of Practical Completion (or any of them) Icon made a false and/or misleading representation that Opal Work, alternatively the Opal Work – Design, was of a particular standard, quality or grade (**Icon Quality of Services Representation**).

Particulars

The Icon Statement of Compliance to Ecove, the Icon Subcontractor Certificate, the Notice of Practical Completion each contain a representation that completion of the Opal Work, alternatively the Opal Work – Design, (the relevant services) was in accordance with the Building Code of Australia.

67BC The Icon Quality of Services Representation was:

- (a) false;

Particulars

The Plaintiffs repeat and rely upon the particulars to paragraphs 67AM, 67AQ and 67AU above and say that the Icon Quality of Services Representation was false and/ or misleading.

- (b) made in trade or commerce; and

- (c) made in connection with the supply or possible supply of services (the Opal Work, alternatively, the Opal Work – Design).

67BD By reason of the matter referred to in paragraphs 67BB and 67BC above (or any of them), Icon made the Icon Quality of Services Representation in contravention of section 29(1)(b) of the ACL.

K. Loss and damage

68 Following the evacuation of Opal Tower on 24 December 2018:

- (a) Icon immediately took occupation of Unit 604;
 (b) Icon has continuously and exclusively occupied Unit 604 since;
 (c) Kabo Matlho terminated the Unit 604 Lease; and
 (d) the Plaintiffs have been unable to let Unit 604 on equivalent terms to the terms of the Unit 604 Lease or at all.

Particulars

Rental revenue payable under the Second Unit 604 Lease is less than the revenue payable under the Unit 604 Lease for the same period of time (1 year).

69 The Plaintiffs and the Group Members have each suffered loss and damage:

- (a) by reason of:
- (i) SOPA's breach or breaches of the SOPA Statutory Warranties;
 (ii) further and in the alternative to the matter referred to in subparagraph (a) above, Icon's breach of Icon's Duty of Care; and
 (iii) further and in the alternative to the matters referred to in subparagraphs (a) and (b) above, WSP's breach of WSP's Duty of Care;

- (b) further and in the alternative to the matters referred to in subparagraph (a) above, because of WSP's contravention of section 18 of the ACL, further or in the alternative, section 29 of the ACL; and

Particulars (ACL Claims – WSP)

- (i) The WSP Design Certificate Representations, the WSP Structural Certificate for Design Representation, the Further WSP Structural Design and Construction Certificate Representation, the WSP Statement of Compliance Representation and the WSP Quality of Services Representations (or any of them) were made to Icon.
- (ii) Had WSP correctly represented to Icon that the Opal Work, further or in the alternative, the Opal Work – Design did not comply with the Building Code of Australia, AS3600:2009, legislative requirements, the PPR, the terms of the Consultancy Agreement or any of those matters for the reasons pleaded in paragraph 57 above (or, further or in the alternative, not made the WSP Design Certificate Representations, the WSP Structural Certificate for Design Representation, the Further WSP Structural Design and Construction Certificate Representation, the WSP Statement of Compliance Representation and the WSP Quality of Services Representations (or any of them)), then Icon:
- (A) would not have commenced constructing the Opal Tower, or would not have continued constructing the Opal Tower, without first taking steps to satisfy itself (which steps would have included the obtaining of independent engineering advice) that:
1. WSP's design of the Opal Tower met the PPR;
2. WSP's design of the Opal Tower, when followed, would result in the Opal Tower being structurally sound in its entirety and fit for purpose;
and
- (B) would have ascertained that WSP's design of the Opal Tower did not meet the PPR and would not result in the Opal Tower being structurally sound in its entirety and fit for purpose;
- (C) (having ascertained the matters referred to in (B) above) would have:
1. required WSP to revise its design to ensure that its design of the Opal Tower met the PPR;
2. required WSP to revise its design to ensure that its design of the Opal Tower would result in the Opal Tower being structurally sound in its entirety and fit for purpose; and
3. devised a plan to undertake any remedial work necessary as a result of WSP's proposed design revisions to ensure that the entirety of the Works were complete before the date for practical completion.

- (iii) In reliance upon the WSP Design Certificate Representations, the WSP Structural Certificate for Design Representation, the Further WSP Structural Design and Construction Certificate Representation, the WSP Statement of Compliance Representation and the WSP Quality of Services Representations (or any of them), Icon followed and continued to follow WSP's design when constructing the Opal Tower without taking the steps identified in (ii)(A) to (C) above (or any of them).
- (iv) Had Icon taken some or any of the steps referred to in (ii) above then:
- (A) at the time of entering into the Contract for Sale, the Opal Tower would not have been defective in the manner referred to in this List Statement;
- (B) the Observed Damage would not have occurred;
- (C) the Opal Tower residents would not have been evacuated; and
- (D) the Plaintiffs would not have suffered loss or damage.
- (c) further and in the alternative to the matters referred to in subparagraphs (a) and (b) above, because of Icon's contravention of section 18 of the ACL, further or in the alternative, section 29 of the ACL.

Particulars (ACL Claims – Icon)

- (i) The Icon Statement of Compliance Representation, the Icon Subcontractor Certificate Representation, the First Notice of Completion Representation, the Second Notice of Completion Representation and the Icon Quality of Services Representation, or any of them, were made to AAD, Ecove and the Superintendent or any of them.
- (ii) Had Icon correctly represented to AAD and/or Ecove that the Opal Work, alternatively the Opal Work – Design, did not comply with the Building Code of Australia for the reasons pleaded in paragraph 57 above (or, further or in the alternative, not made the Icon Statement of Compliance Representation, the Icon Subcontractor Certificate Representation, the First Notice of Completion Representation, the Second Notice of Completion Representation and the Icon Quality of Services Representation (or any of them)), then AAD, Ecove and the Superintendent or any of them would:
- (A) have taken steps to ensure that practical completion was not certified until such time as the representations were not misleading or deceptive;
- (B) not have applied for practical completion from the Independent Certifier;
- (C) not have applied to the private certifying authority for an interim or final occupation certificate;
- (D) have taken steps to prevent an interim or final occupation certificate being issued by a private certifying authority;

- (E) have directed further investigations into the Opal Work, alternatively the Opal Work – Design, to be carried out by the Superintendent and AAD;
- (F) not have entered into or completed the sales contracts until practical completion had been achieved;
- (G) have taken steps to ensure that the defects were rectified prior to practical completion, or in the alternative, prior to occupation;
- (H) have investigated any departures from the design documents including the FC Drawings;
- (I) have insisted upon engineering certification in respect of any departures from the design documents including the FC Drawings;
- (J) have arranged for Icon to carry out rectification of the defects in a programmed manner.
- (iii) In reliance on the Icon Statement of Compliance Representation, the Icon Subcontractor Certificate Representation, the First Notice of Completion Representation, the Second Notice of Completion Representation and the Icon Quality of Services Representation, or any of them, AAD, Ecove and the Superintendent did not do any of the things referred to in (ii) above.
- (iv) Had AAD, Ecove and the Superintendent or any of them taken some or any of the steps referred to in (ii) above:
- (A) the Observed Damage would not have occurred;
- (B) the Opal Tower residents would not have been evacuated; and
- (C) the Plaintiffs would not have suffered loss or damage.

Particulars of Loss

The Plaintiffs' loss and damage includes:

- A. the cost of rectifying Unit 604 to the extent such rectification costs are borne by each of the Plaintiffs, including strata fees payable by the Plaintiffs to fund rectification costs;
- B. the diminution in the value of Unit 604 resulting from the FC System Defects, further or in the alternative, the Strength Defects (or any of FC System Defects and Strength Defects);
- C. out of pocket expenses incurred by each of the Plaintiffs during the period they were unable to access Unit 604 and as a result of that lack of access;
- D. loss of rental income under the Unit 604 Lease, under the Second Unit 604 Lease and for periods after 24 December 2018 during which there was no lease in place for Unit 604;

- E. loss of rental income under any future lease;
- F. strata fees paid or payable by the Plaintiffs to fund increased insurance premiums, legal and other professional costs incurred by the The Owners - Strata Plan No. 97315 as a result of the FC System Defects, further or in the alternative, the Strength Defects (or any of FC System Defects and Strength Defects);
- G. out of pocket expenses and professional costs incurred by the Plaintiffs in defending proceedings commenced by the tenant of Unit 604, Kabo Matlho, in the NSW Civil and Administrative Tribunal; and
- H. damages including a solatium for inconvenience, stress, distress, disappointment and vexation.

Further particulars of the Plaintiffs' losses may be provided after the service of evidence in chief.

The Group Members' loss and damage includes:

- I. the cost of rectifying their Residential Units to the extent such rectification costs are borne by them;
- J. the diminution in the value of their Residential Units resulting from the FC System Defects, further or in the alternative, the Strength Defects (or any of FC System Defects and Strength Defects);
- K. out of pocket expenses incurred by them during the period they are unable to access their Residential Units and as a result of that lack of access;
- L. loss of rental income;
- M. loss of rental income under any future lease;
- N. strata fees to paid or payable by the Group Members' to fund increased insurance premiums, legal and other professional costs incurred by The Owners - Strata Plan No. 97315 as a result of the FC System Defects, further or in the alternative, the Strength Defects (or any of FC System Defects and Strength Defects);
- O. damages including a solatium for inconvenience, stress, distress, disappointment and vexation; and
- P. in the case of the The Owners - Strata Plan No. 97315, the costs of rectifying the common property to the extent that such rectification costs are borne by it, and any increased insurance premiums, legal and other professional costs incurred by it as a result of the FC System Defects, further or in the alternative, the Strength Defects (or any of the FC System Defects and Strength Defects).

- 70 The Plaintiffs, on their own behalf and on behalf of other Group Members, claim:
- (a) damages including damages for solatium;
 - (aa) damages pursuant to section 236 of the ACL;
 - (ab) pursuant to s 177(1)(f) of the *Civil Procedure Act 2005* (NSW), an award of damages in an aggregate amount;
 - (b) interest in accordance with s 100 of the *Civil Procedure Act 2005* (NSW);
 - (c) costs; and
 - (d) interest on costs.

SCHEDULE 1 – For Construction Drawings (FC Drawings)

Drawing Number	Title
S00 003 A	General Notes Sheet
S04.001 H	Column Schedule Sheet 01
S04.002 H	Column Schedule Sheet 02
S04.003 H	Column Schedule Sheet 03
S04.004 I	Column Schedule Sheet 04
S04.005 H	Column Schedule Sheet 05
S04.006 H	Column Schedule Sheet 06
S04.007 H	Column Schedule Sheet 07
S04.008 I	Column Schedule Sheet 08
<u>S05.001 G</u>	<u>Lift & Stair Wall Elevation Sheet 01</u>
<u>S05.002 G</u>	<u>Lift & Stair Wall Elevation Sheet 02</u>
<u>S05.003 J</u>	<u>Lift & Stair Wall Elevation Sheet 03</u>
<u>S05.004 J</u>	<u>Lift & Stair Wall Elevation Sheet 04</u>
<u>S05.005 I</u>	<u>Lift & Stair Wall Elevation Sheet 05</u>
<u>S05.006 I</u>	<u>Lift & Stair Wall Elevation Sheet 06</u>
<u>S05.007 E</u>	<u>Lift & Stair Wall Elevation Sheet 07</u>
S06.001 A	Precast Wall Elevation Sheet 01
S06.002 A	Precast Wall Elevation Sheet 02
S06.003 A	Precast Wall Elevation Sheet 03
S06.004 A	Precast Wall Elevation Sheet 04
S06.005 A	Precast Wall Elevation Sheet 05
<u>S06.006</u>	<u>Precast Wall Elevation Sheet 06</u>
S06.010 A	Typical Precast Wall Details Sheet 01
S06.011 C	Typical Precast Wall Details Sheet 02
<u>S09.200 C</u>	<u>Level 01 General Arrangement Plan</u>
<u>S09.210 A</u>	<u>Level 02-03 General Arrangement Plan</u>
S09.220 C	Level 04 General Arrangement Plan
<u>S09.230 A</u>	<u>Level 05-09 General Arrangement Plan</u>
<u>S09.240 A</u>	<u>Level 10 General Arrangement Plan</u>
<u>S09.250 B</u>	<u>Level 11-15 General Arrangement Plan</u>
<u>S09.260 B</u>	<u>Level 16 General Arrangement Plan</u>
<u>S09.270 A</u>	<u>Level 17-19 General Arrangement Plan</u>
<u>S09.275 A</u>	<u>Level 20-22 General Arrangement Plan</u>

<u>S09.276 A</u>	<u>Level 23-25 General Arrangement Plan</u>
<u>S09.280 A</u>	<u>Level 26 General Arrangement Plan</u>
<u>S09.290 A</u>	<u>Level 27 General Arrangement Plan</u>
<u>S09.300 A</u>	<u>Level 28-34 General Arrangement Plan</u>
<u>S09.310 B</u>	<u>Level 35 General Arrangement Plan</u>
<u>S09.320 D</u>	<u>Level 36 General Arrangement Plan</u>
<u>S09.330 A</u>	<u>Level Roof General Arrangement Plan</u>

SCHEDULE 2 – FC Drawings Certified by WSP around 28 June 2016

<u>Drawing Number</u>	<u>Title</u>
<u>4419-S00.001</u>	<u>Face Sheet & Drawing Index</u>
<u>4419-S04.001</u>	<u>Column Schedule Sheet 01</u>
<u>4419-S04.002</u>	<u>Column Schedule Sheet 02</u>
<u>4419-S04.003</u>	<u>Column Schedule Sheet 03</u>
<u>4419-S04.004</u>	<u>Column Schedule Sheet 04</u>
<u>4419-S04.005</u>	<u>Column Schedule Sheet 05</u>
<u>4419-S04.006</u>	<u>Column Schedule Sheet 06</u>
<u>4419-S04.007</u>	<u>Column Schedule Sheet 07</u>
<u>4419-S04.008</u>	<u>Column Schedule Sheet 08</u>
<u>4419-S04.009</u>	<u>Column Schedule Sheet 09</u>
<u>4419-S04.010</u>	<u>Column Schedule Sheet 10</u>
<u>4419-S04.011</u>	<u>Column Schedule Sheet 11</u>
<u>4419-S05.001</u>	<u>Lift & Stair Wall Elevations Sheet 01</u>
<u>4419-S05.002</u>	<u>Lift & Stair Wall Elevations Sheet 02</u>
<u>4419-S05.003</u>	<u>Lift & Stair Wall Elevations Sheet 03</u>
<u>4419-S05.004</u>	<u>Lift & Stair Wall Elevations Sheet 04</u>
<u>4419-S05.005</u>	<u>Lift & Stair Wall Elevations Sheet 05</u>
<u>4419-S05.006</u>	<u>Lift & Stair Wall Elevations Sheet 06</u>
<u>4419-S05.007</u>	<u>Lift & Stair Wall Elevations Sheet 07</u>
<u>4419-S06.001</u>	<u>Precast Wall Elevation Sheet 01</u>
<u>4419-S06.002</u>	<u>Precast Wall Elevation Sheet 02</u>
<u>4419-S06.003</u>	<u>Precast Wall Elevation Sheet 03</u>
<u>4419-S06.004</u>	<u>Precast Wall Elevation Sheet 04</u>
<u>4419-S06.005</u>	<u>Precast Wall Elevation Sheet 05</u>
<u>4419-S09.141</u>	<u>Ground Level General Arrangement Plan Zone 1</u>
<u>4419-S09.150</u>	<u>Ground Level General Arrangement Plan Zone 2</u>
<u>4419-S09.160</u>	<u>Ground Level General Arrangement Plan Zone 3</u>
<u>4419-S09.200</u>	<u>Concrete Outline Plan Level 01</u>
<u>4419-S09.210</u>	<u>Concrete Outline Plan Level 02-03</u>
<u>4419-S09.220</u>	<u>Concrete Outline Plan Level 04</u>
<u>4419-S09.230</u>	<u>Concrete Outline Plan Level 05-09</u>
<u>4419-S09.240</u>	<u>Concrete Outline Plan Level 10</u>
<u>4419-S09.250</u>	<u>Concrete Outline Plan Level 11-15</u>
<u>4419-S09.260</u>	<u>Concrete Outline Plan Level 16</u>
<u>4419-S09.270</u>	<u>Concrete Outline Plan Level 17-25</u>
<u>4419-S09.275</u>	<u>Level 20-22 General Arrangement Plan</u>
<u>4419-S09.276</u>	<u>Level 23-25 General Arrangement Plan</u>
<u>4419-S09.280</u>	<u>Concrete Outline Plan Level 26</u>
<u>4419-S09.290</u>	<u>Concrete Outline Plan Level 27</u>
<u>4419-S09.300</u>	<u>Concrete Outline Plan Level 28-34</u>
<u>4419-S09.310</u>	<u>Concrete Outline Plan Level 35</u>
<u>4419-S09.320</u>	<u>Concrete Outline Plan Level 36</u>
<u>4419-S09.330</u>	<u>Concrete Outline Plan Level Roof</u>

SCHEDULE 3 – WSP’s Design Certificates

<u>Title</u>	<u>Date</u>
<u>Certificate of Design for December 2015</u>	<u>25 December 2015</u>
<u>Certificate of Design for January 2016</u>	<u>25 January 2016</u>
<u>Certificate of Design for February 2016</u>	<u>25 February 2016</u>
<u>Certificate of Design for March 2016</u>	<u>23 March 2016</u>
<u>Certificate of Design for May 2016</u>	<u>24 May 2016</u>
<u>Certificate of Design for June 2016</u>	<u>29 June 2016</u>
<u>Certificate of Design for November 2016</u>	<u>22 November 2016</u>
<u>Certificate of Design for February 2017</u>	<u>23 February 2017</u>
<u>Certificate of Design for March 2017</u>	<u>22 March 2017</u>
<u>Certificate of Design for July 2017</u>	<u>19 July 2017</u>

SCHEDULE 4 – FC Drawings Certified in WSP’s Design Certificates**Table T1 Drawings – Certification of Design for March 2016**

<u>Drawing Number</u>	<u>Title</u>
<u>S00.000 Rev 2</u>	<u>SPLASH SCREEN</u>
<u>S00.001 Rev 6</u>	<u>FACE SHEET & DRAWING INDEX</u>
<u>S00.002</u>	<u>SITE PLAN</u>
<u>S00.003 Rev 6</u>	<u>GENERAL NOTES - SHEET 01</u>
<u>S00.010 Rev 2</u>	<u>TYPICAL SUSPENDED SLAB DETAILS - SHEET 01</u>
<u>S00.020 Rev 2</u>	<u>POST TENSIONING DETAILS SHEET 01</u>
<u>S00.021 Rev 2</u>	<u>POST TENSIONING DETAIL SHEET 02</u>
<u>S00.040 Rev 2</u>	<u>TYPICAL RC COLUMN DETAILS</u>
<u>S00.050 Rev 2</u>	<u>MASONRY DETAILS - SHEET 01</u>
<u>S00.051 Rev 2</u>	<u>MASONRY DETAILS - SHEET 02</u>
<u>S00.052 Rev 2</u>	<u>MASONRY DETAILS SHEET 03</u>
<u>S00.053 Rev 2</u>	<u>EXTERNAL SUSPENDED SLAB DETAILS</u>
<u>S00.060 Rev 2</u>	<u>FOOTING DETAILS</u>
<u>S00.061 Rev 2</u>	<u>FOOTING DETAILS - INSITU</u>
<u>S00.070 Rev 2</u>	<u>SLAB ON GROUND DETAILS - SHEET 01</u>
<u>S00.071 Rev 2</u>	<u>SLAB ON GROUND DETAILS - SHEET 02</u>
<u>S00.072 Rev 1</u>	<u>SLAB ON GROUND (BELOW WATER TABLE) - SHEET 03</u>
<u>S00.080 Rev 1</u>	<u>EXTERNAL SUSPENDED SLAB DETAILS</u>
<u>S00.090 Rev 1</u>	<u>TYPICAL MOVEMENT JOINT DETAILS</u>
<u>S00.100 Rev 2</u>	<u>SUSPENDED SLAB DETAILS - SHEET 01</u>
<u>S00.101 Rev 2</u>	<u>SUSPENDED SLAB DETAILS - SHEET 02</u>
<u>S00.110 Rev 2</u>	<u>SHEAR HEAD DETAILS</u>
<u>S01.001 Rev 1</u>	<u>BASEMENT B3 LOADING PLAN</u>
<u>S01.002 Rev 1</u>	<u>BASEMENT B2 LOADING PLAN</u>
<u>S01.003 Rev 1</u>	<u>BASEMENT B1 LOADING PLAN</u>
<u>S01.004 Rev 1</u>	<u>GROUND LEVEL LOADING PLAN</u>
<u>S01.005 Rev 1</u>	<u>LOADING PLAN LEVEL 01</u>
<u>S01.007 Rev 1</u>	<u>LOADING PLAN LEVEL 04</u>
<u>S01.009 Rev 1</u>	<u>LOADING PLAN LEVEL 10</u>
<u>S01.011 Rev 1</u>	<u>LOADING PLAN LEVEL 16</u>
<u>S01.012 Rev 1</u>	<u>LOADING PLAN LEVEL 17-25</u>

<u>S01.013 Rev 1</u>	<u>LOADING PLAN LEVEL 26</u>
<u>S01.016 Rev 1</u>	<u>LOADING PLAN LEVEL 35</u>
<u>S01.017 Rev 1</u>	<u>LOADING PLAN LEVEL 36</u>
<u>S01.018 Rev 1</u>	<u>LOADING PLAN LEVEL ROOF</u>
<u>S02.001 Rev 9</u>	<u>SITE RETENTION PLAN</u>
<u>S02.002 Rev 5</u>	<u>SITE RETENTION ELEVATIONS-SHEET 01</u>
<u>S02.003 Rev 5</u>	<u>SITE RETENTION ELEVATIONS-SHEET 02</u>
<u>S02.004 Rev 5</u>	<u>SITE RETENTION ELEVATIONS-SHEET 03</u>
<u>S02.005 Rev 2</u>	<u>SITE RETENTION ELEVATIONS-SHEET 04</u>
<u>S02.006 Rev 1</u>	<u>SITE RETENTION ELEVATIONS-SHEET 05</u>
<u>S02.010 Rev 4</u>	<u>SITE RETENTION DETAILS - SHEET 01</u>
<u>S02.011 Rev 4</u>	<u>SITE RETENTION DETAILS - SHEET 02</u>
<u>S03.001 Rev 2</u>	<u>BASEMENT B3 OVERALL ARRANGEMENT PLAN</u>
<u>S04.001 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 01</u>
<u>S04.002 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 02</u>
<u>S04.003 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 03</u>
<u>S04.004 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 04</u>
<u>S04.005 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 05</u>
<u>S04.006 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 06</u>
<u>S04.007 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 07</u>
<u>S04.008 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 08</u>
<u>S04.009 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 09</u>
<u>S04.010 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 10</u>
<u>S04.011 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 11</u>
<u>S05.001 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 01</u>
<u>S05.002 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 02</u>
<u>S05.003 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 03</u>
<u>S05.004 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 04</u>
<u>S05.005 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 05</u>
<u>S05.006 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 06</u>
<u>S05.007 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 07</u>
<u>S05.010 Rev 2</u>	<u>TYPICAL RC WALL DETAILS - SHEET 01</u>
<u>S06.010 Rev 1</u>	<u>TYPICAL PRECAST WALL DETAILS - SHEET 01</u>
<u>S06.011 Rev 1</u>	<u>TYPICAL PRECAST WALL DETAILS - SHEET 02</u>
<u>S07.001 Rev 1</u>	<u>STAIR ELEVATIONS - SHEET 01</u>

<u>S07.002 Rev 1</u>	<u>STAIR ELEVATIONS - SHEET 02</u>
<u>S07.010 Rev 1</u>	<u>STAIR DETAILS</u>
<u>S09.020 Rev 2</u>	<u>BASEMENT B2 OVERALL ARRANGEMENT PLAN</u>
<u>S09.080 Rev 2</u>	<u>BASEMENT B1 OVERALL ARRANGEMENT PLAN</u>
<u>S09.140 Rev 3</u>	<u>GROUND LEVEL OVERALL ARRANGEMENT PLAN</u>
<u>S09.200 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 01</u>
<u>S09.210 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 02-03</u>
<u>S09.220 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 04</u>
<u>S09.230 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 05-09</u>
<u>S09.240 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 10</u>
<u>S09.250 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 11-15</u>
<u>S09.260 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 16</u>
<u>S09.270 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 17-25</u>
<u>S09.280 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 26</u>
<u>S09.290 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 27</u>
<u>S09.300 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 28-34</u>
<u>S09.310 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 35</u>
<u>S09.320 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 36</u>
<u>S09.330 Rev 1</u>	<u>CONCRETE OUTLINE PLAN LEVEL ROOF</u>

Table T1 Drawings – Certification of Design for May 2016

<u>Drawing Number</u>	<u>Title</u>
<u>S00.000 Rev 2</u>	<u>SPLASH SCREEN</u>
<u>S00.001 Rev 6</u>	<u>FACE SHEET & DRAWING INDEX</u>
<u>S00.002</u>	<u>SITE PLAN</u>
<u>S00.003 Rev 6</u>	<u>GENERAL NOTES - SHEET 01</u>
<u>S00.004</u>	<u>GENERAL NOTES - SHEET 02</u>
<u>S00.010 Rev 2</u>	<u>TYPICAL SUSPENDED SLAB DETAILS - SHEET 01</u>
<u>S00.020 Rev 2</u>	<u>POST TENSIONING DETAILS SHEET 01</u>
<u>S00.021 Rev 2</u>	<u>POST TENSIONING DETAIL SHEET 02</u>
<u>S00.030</u>	<u>TYPICAL RC STAIR DETAILS</u>
<u>S00.040 Rev 2</u>	<u>TYPICAL RC COLUMN DETAILS</u>
<u>S00.050 Rev 2</u>	<u>MASONRY DETAILS - SHEET 01</u>
<u>S00.051 Rev 2</u>	<u>MASONRY DETAILS - SHEET 02</u>
<u>S00.052 Rev 2</u>	<u>MASONRY DETAILS SHEET 03</u>

<u>S00.053 Rev 2</u>	<u>EXTERNAL SUSPENDED SLAB DETAILS</u>
<u>S00.060 Rev 2</u>	<u>FOOTING DETAILS</u>
<u>S00.061 Rev 2</u>	<u>FOOTING DETAILS - INSITU</u>
<u>S00.070 Rev 2</u>	<u>SLAB ON GROUND DETAILS - SHEET 01</u>
<u>S00.071 Rev 2</u>	<u>SLAB ON GROUND DETAILS - SHEET 02</u>
<u>S00.072 Rev 1</u>	<u>SLAB ON GROUND (BELOW WATER TABLE) - SHEET 03</u>
<u>S00.080 Rev 1</u>	<u>EXTERNAL SUSPENDED SLAB DETAILS</u>
<u>S00.090 Rev 1</u>	<u>TYPICAL MOVEMENT JOINT DETAILS</u>
<u>S00.100 Rev 2</u>	<u>SUSPENDED SLAB DETAILS - SHEET 01</u>
<u>S00.101 Rev 2</u>	<u>SUSPENDED SLAB DETAILS - SHEET 02</u>
<u>S00.110 Rev 2</u>	<u>SHEAR HEAD DETAILS</u>
<u>S01.001 Rev 1</u>	<u>BASEMENT B3 LOADING PLAN</u>
<u>S01.002 Rev 1</u>	<u>BASEMENT B2 LOADING PLAN</u>
<u>S01.003 Rev 1</u>	<u>BASEMENT B1 LOADING PLAN</u>
<u>S01.004 Rev 1</u>	<u>GROUND LEVEL LOADING PLAN</u>
<u>S01.005 Rev 1</u>	<u>LOADING PLAN LEVEL 01</u>
<u>S01.007 Rev 1</u>	<u>LOADING PLAN LEVEL 04</u>
<u>S01.009 Rev 1</u>	<u>LOADING PLAN LEVEL 10</u>
<u>S01.011 Rev 1</u>	<u>LOADING PLAN LEVEL 16</u>
<u>S01.012 Rev 1</u>	<u>LOADING PLAN LEVEL 17-25</u>
<u>S01.013 Rev 1</u>	<u>LOADING PLAN LEVEL 26</u>
<u>S01.014</u>	<u>LOADING PLAN LEVEL 27</u>
<u>S01.015</u>	<u>LOADING PLAN LEVEL 28-34</u>
<u>S01.016 Rev 1</u>	<u>LOADING PLAN LEVEL 35</u>
<u>S01.017 Rev 1</u>	<u>LOADING PLAN LEVEL 36</u>
<u>S01.018 Rev 1</u>	<u>LOADING PLAN LEVEL ROOF</u>
<u>S02.001 Rev 9</u>	<u>SITE RETENTION PLAN</u>
<u>S02.002 Rev 5</u>	<u>SITE RETENTION ELEVATIONS-SHEET 01</u>
<u>S02.003 Rev 5</u>	<u>SITE RETENTION ELEVATIONS-SHEET 02</u>
<u>S02.004 Rev 5</u>	<u>SITE RETENTION ELEVATIONS-SHEET 03</u>
<u>S02.005 Rev 2</u>	<u>SITE RETENTION ELEVATIONS-SHEET 04</u>
<u>S02.006 Rev 1</u>	<u>SITE RETENTION ELEVATIONS-SHEET 05</u>
<u>S02.007</u>	<u>SITE RETENTION ELEVATIONS-SHEET 06</u>
<u>S02.010 Rev 4</u>	<u>SITE RETENTION DETAILS - SHEET 01</u>
<u>S02.011 Rev 4</u>	<u>SITE RETENTION DETAILS - SHEET 02</u>

<u>S02.050</u>	<u>FOOTING PLAN</u>
<u>S02.051</u>	<u>FOOTING PLAN ZONE 1</u>
<u>S02.052</u>	<u>FOOTING PLAN ZONE 2</u>
<u>S02.053</u>	<u>FOOTING PLAN ZONE 3</u>
<u>S02.060</u>	<u>TOWER CORE FOOTING PART PLAN</u>
<u>S02.065</u>	<u>TOWER CORE FOOTING DETAILS SHEET 1</u>
<u>S03.001 Rev 2</u>	<u>BASEMENT B3 OVERALL ARRANGEMENT PLAN</u>
<u>S03.010</u>	<u>BASEMENT B3 GENERAL ARRANGEMENT PLAN ZONE 1</u>
<u>S03.020</u>	<u>BASEMENT B3 GENERAL ARRANGEMENT PLAN ZONE 2</u>
<u>S03.030</u>	<u>BASEMENT B3 GENERAL ARRANGEMENT PLAN ZONE 3</u>
<u>S04.001 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 01</u>
<u>S04.002 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 02</u>
<u>S04.003 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 03</u>
<u>S04.004 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 04</u>
<u>S04.005 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 05</u>
<u>S04.006 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 06</u>
<u>S04.007 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 07</u>
<u>S04.008 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 08</u>
<u>S04.009 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 09</u>
<u>S04.010 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 10</u>
<u>S04.011 Rev 1</u>	<u>COLUMN SCHEDULE SHEET 11</u>
<u>S05.001 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 01</u>
<u>S05.002 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 02</u>
<u>S05.003 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 03</u>
<u>S05.004 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 04</u>
<u>S05.005 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 05</u>
<u>S05.006 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 06</u>
<u>S05.007 Rev 2</u>	<u>LIFT & STAIR WALL ELEVATIONS SHEET 07</u>
<u>S05.010 Rev 2</u>	<u>TYPICAL RC WALL DETAILS - SHEET 01</u>
<u>S06.001</u>	<u>PRECAST WALL ELEVATION SHEET 01</u>
<u>S06.002</u>	<u>PRECAST WALL ELEVATION SHEET 02</u>
<u>S06.003</u>	<u>PRECAST WALL ELEVATION SHEET 03</u>
<u>S06.004</u>	<u>PRECAST WALL ELEVATION SHEET 04</u>
<u>S06.005</u>	<u>PRECAST WALL ELEVATION SHEET 05</u>
<u>S06.006</u>	<u>PRECAST WALL ELEVATION SHEET 06</u>

<u>S06.010 Rev 1</u>	<u>TYPICAL PRECAST WALL DETAILS - SHEET 01</u>
<u>S06.011 Rev 1</u>	<u>TYPICAL PRECAST WALL DETAILS - SHEET 02</u>
<u>S07.001 Rev 1</u>	<u>STAIR ELEVATIONS - SHEET 01</u>
<u>S07.002 Rev 1</u>	<u>STAIR ELEVATIONS - SHEET 02</u>
<u>S07.010 Rev 1</u>	<u>STAIR DETAILS</u>
<u>S08.001</u>	<u>CARPARK RAMPS PLANS & DETAILS</u>
<u>S08.002</u>	<u>CARPARK RAMPS PLANS & DETAILS SHEET 1</u>
<u>S08.003</u>	<u>CARPARK RAMPS PLANS & DETAILS SHEET 2</u>
<u>S09.020 Rev 2</u>	<u>BASEMENT B2 OVERALL ARRANGEMENT PLAN</u>
<u>S09.021</u>	<u>BASEMENT B2 GENERAL ARRANGEMENT PLAN ZONE 1</u>
<u>S09.022</u>	<u>BASEMENT B2 BOTTOM REINFORCEMENT PLAN ZONE 1</u>
<u>S09.023</u>	<u>BASEMENT B2 TOP REINFORCEMENT PLAN ZONE 1</u>
<u>S09.030</u>	<u>BASEMENT B2 GENERAL ARRANGEMENT PLAN ZONE 2</u>
<u>S09.031</u>	<u>BASEMENT B2 BOTTOM REINFORCEMENT PLAN ZONE 2</u>
<u>S09.032</u>	<u>BASEMENT B2 TOP REINFORCEMENT PLAN ZONE 2</u>
<u>S09.040</u>	<u>BASEMENT B2 GENERAL ARRANGEMENT PLAN ZONE 3</u>
<u>S09.041</u>	<u>BASEMENT B2 BOTTOM REINFORCEMENT PLAN ZONE 3</u>
<u>S09.042</u>	<u>BASEMENT B2 TOP REINFORCEMENT PLAN ZONE 3</u>
<u>S09.045</u>	<u>BASEMENT B2 DETAILS - SHEET 1</u>
<u>S09.080 Rev 2</u>	<u>BASEMENT B1 OVERALL ARRANGEMENT PLAN</u>
<u>S09.081</u>	<u>BASEMENT B1 GENERAL ARRANGEMENT PLAN ZONE 1</u>
<u>S09.082</u>	<u>BASEMENT B1 BOTTOM REINFORCEMENT PLAN ZONE 1</u>
<u>S09.083</u>	<u>BASEMENT B1 TOP REINFORCEMENT PLAN ZONE 1</u>
<u>S09.090</u>	<u>BASEMENT B1 GENERAL ARRANGEMENT PLAN ZONE 2</u>
<u>S09.091</u>	<u>BASEMENT B1 BOTTOM REINFORCEMENT PLAN ZONE 2</u>
<u>S09.092</u>	<u>BASEMENT B1 TOP REINFORCEMENT PLAN ZONE 2</u>
<u>S09.100</u>	<u>BASEMENT B1 GENERAL ARRANGEMENT PLAN ZONE 3</u>
<u>S09.101</u>	<u>BASEMENT B1 BOTTOM REINFORCEMENT PLAN ZONE 3</u>
<u>S09.102</u>	<u>BASEMENT B1 TOP REINFORCEMENT PLAN ZONE 3</u>
<u>S09.105</u>	<u>BASEMENT B1 DETAILS - SHEET 1</u>
<u>S09.140 Rev 3</u>	<u>GROUND LEVEL OVERALL ARRANGEMENT PLAN</u>
<u>S09.141</u>	<u>GROUND LEVEL GENERAL ARRANGEMENT PLAN ZONE 1</u>
<u>S09.142</u>	<u>GROUND LEVEL BOTTOM REINFORCEMENT PLAN ZONE 1</u>
<u>S09.143</u>	<u>GROUND LEVEL TOP REINFORCEMENT PLAN ZONE 1</u>
<u>S09.150</u>	<u>GROUND LEVEL GENERAL ARRANGEMENT PLAN ZONE 2</u>

<u>S09.151</u>	<u>GROUND LEVEL BOTTOM REINFORCEMENT PLAN ZONE 2</u>
<u>S09.152</u>	<u>GROUND LEVEL TOP REINFORCEMENT PLAN ZONE 2</u>
<u>S09.160</u>	<u>GROUND LEVEL GENERAL ARRANGEMENT PLAN ZONE 3</u>
<u>S09.161</u>	<u>GROUND LEVEL BOTTOM REINFORCEMENT PLAN ZONE 3</u>
<u>S09.162</u>	<u>GROUND LEVEL TOP REINFORCEMENT PLAN ZONE 3</u>
<u>S09.165</u>	<u>GROUND LEVEL DETAILS - SHEET 1</u>
<u>S09.200 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 01</u>
<u>S09.201</u>	<u>LEVEL 01 BOTTOM REINFORCEMENT PLAN</u>
<u>S09.202</u>	<u>LEVEL 01 TOP REINFORCEMENT PLAN</u>
<u>S09.203</u>	<u>LEVEL 01 DETAILS - SHEET 1</u>
<u>S09.210 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 02-03</u>
<u>S09.211</u>	<u>LEVEL 02-03 BOTTOM REINFORCEMENT PLAN</u>
<u>S09.212</u>	<u>LEVEL 02-03 TOP REINFORCEMENT PLAN</u>
<u>S09.213</u>	<u>LEVEL 02-03 DETAILS - SHEET 1</u>
<u>S09.220 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 04</u>
<u>S09.221</u>	<u>LEVEL 04 BOTTOM REINFORCEMENT PLAN</u>
<u>S09.222</u>	<u>LEVEL 04 TOP REINFORCEMENT PLAN</u>
<u>S09.223</u>	<u>LEVEL 04 DETAILS - SHEET 1</u>
<u>S09.230 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 05-09</u>
<u>S09.231</u>	<u>LEVEL 05-09 BOTTOM REINFORCEMENT PLAN</u>
<u>S09.232</u>	<u>LEVEL 05-09 TOP REINFORCEMENT PLAN</u>
<u>S09.233</u>	<u>LEVEL 05-09 DETAILS - SHEET 1</u>
<u>S09.240 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 10</u>
<u>S09.250 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 11-15</u>
<u>S09.260 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 16</u>
<u>S09.270 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 17-25</u>
<u>S09.280 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 26</u>
<u>S09.290 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 27</u>
<u>S09.300 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 28-34</u>
<u>S09.310 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 35</u>
<u>S09.320 Rev 2</u>	<u>CONCRETE OUTLINE PLAN LEVEL 36</u>
<u>S09.330 Rev 1</u>	<u>CONCRETE OUTLINE PLAN LEVEL ROOF</u>
<u>S10.001</u>	<u>RETENTION TANK</u>
<u>S1000.001</u>	<u>MATERIAL RATES</u>

SIGNATURE OF LEGAL REPRESENTATIVE

I certify under clause 4 of Schedule 2 to the Legal Profession Uniform Law Application Act 2014 that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim for damages in these proceedings has reasonable prospects of success.

I have advised the plaintiffs that court fees may be payable during these proceedings. These fees may include a hearing allocation fee.

Signature



Capacity

Christopher John Pagent

Date of signature

05 May 2021

NOTICE TO DEFENDANT

If you do not file a defence within 28 days of being served with this statement of claim:

- **You will be in default in these proceedings.**
- **The court may enter judgment against you without any further notice to you.**

The judgment may be for the relief claimed in the statement of claim and for the plaintiffs' costs of bringing these proceedings. The court may provide third parties with details of any default judgment entered against you.

HOW TO RESPOND

Please read this statement of claim very carefully. If you have any trouble understanding it or require assistance on how to respond to the claim you should get legal advice as soon as possible.

You can get further information about what you need to do to respond to the claim from:

- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at www.lawaccess.nsw.gov.au.
- The court registry for limited procedural information.

You can respond in one of the following ways:

- 1 If you intend to dispute the claim or part of the claim, by filing a defence and/or making a cross-claim.**
- 2 If money is claimed, and you believe you owe the money claimed, by:**

- Paying the plaintiff all of the money and interest claimed. If you file a notice of payment under UCPR 6.17 further proceedings against you will be stayed unless the court otherwise orders.
- Filing an acknowledgement of the claim.
- Applying to the court for further time to pay the claim.

3 If money is claimed, and you believe you owe part of the money claimed, by:

- Paying the plaintiff that part of the money that is claimed.
- Filing a defence in relation to the part that you do not believe is owed.

Court forms are available on the UCPR website at www.ucprforms.justice.nsw.gov.au or at any NSW court registry.

REGISTRY ADDRESS

Street address	Supreme Court of New South Wales Law Courts Building 84 Phillip Street Sydney NSW 2000
Postal address	Supreme Court of New South Wales GPO Box 3 Sydney NSW 2001
Telephone	1300 679 272

FURTHER DETAILS ABOUT PLAINTIFFS

First Plaintiff

Name Terry Walter Williamson
 Address C/- Corrs Chambers Westgarth
 Level 9, 8 Chifley, 8-12 Chifley Square, Sydney NSW
 2000

Second Plaintiff

Name Helen Therese Williamson
 Address C/- Corrs Chambers Westgarth
 Level 9, 8 Chifley, 8-12 Chifley Square, Sydney NSW
 2000

Legal representative for Plaintiffs

Name Chris Pagent
 Practising certificate number 28450
 Firm Corrs Chambers Westgarth
 Address Level 9
 8 Chifley
 8-12 Chifley Square
 Sydney NSW 2000
 Telephone (02) 9210 6162
 Fax (02) 9210 6611
 Email chris.pagent@corrs.com.au
 Electronic service address chris.pagent@corrs.com.au

DETAILS ABOUT DEFENDANTS

First Defendant

Name Sydney Olympic Park Authority
 Address Level 8
 5 Olympic Boulevard
 Sydney Olympic Park NSW 2127

Second Defendant

Name Icon Co (NSW) Pty Ltd (ACN 604 790 409)

Address

Level 23, Rialto Towers

525 Collins Street

Melbourne VIC 3001

Third Defendant

Name

WSP Structures Pty Ltd (ABN 78 006 769 339)

Address

Level 27

680 George Street

Sydney NSW 2000