

AMENDED COMMERCIAL LIST CROSS-CLAIM STATEMENT

COURT DETAILS

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

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Principal Registrar &
Chief Executive Officer



TITLE OF PROCEEDINGS

First Plaintiff	Terry Walter Williamson
Second Plaintiff	Helen Therese Williamson
Defendant	Sydney Olympic Park Authority (ABN 68 010 941 405)

TITLE OF THIS CROSS-CLAIM

Cross-Claimant	Sydney Olympic Park Authority (ABN 68 010 941 405)
First Cross-Defendant	Australia Avenue Developments Pty Ltd (ACN 104 573 391)
Second Cross-Defendant	Ecove Group Pty Ltd (ACN 065 207 918)
Third Cross-Defendant	Icon Co (NSW) Pty Ltd (ACN 604 790 409)
<u>Fourth Cross Defendant</u>	<u>WSP Structures Pty Ltd (ABN 78 006 769 339)</u>

FILING DETAILS

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A. NATURE OF DISPUTE

- 1 Sydney Olympic Park Authority (**SOPA**) was established on 1 July 2001 as a statutory body of the New South Wales Government under the *Sydney Olympic Park Authority Act 2001* (NSW).
- 2 At all material times prior to the registration of Strata Plan 97315, SOPA was the registered proprietor of land that was previously known as Site 68 Bennelong Parkway, Sydney, being Lots 73 and 75 and DP 1134933 (the **Original Site**).
- 3 On or around 20 March 2014, SOPA entered into a project delivery agreement (**Development Agreement**) with Australia Avenue Developments Pty Limited (**AAD**) and Ecove Group Pty Limited (**Ecove**) (as guarantor for AAD). Pursuant to that agreement, AAD was required to develop the Original Site, including by designing and constructing a mixed residential and commercial building known as the “Opal Tower” (**Opal Tower**).
- 4 On or around 29 October 2015, AAD entered into a “design and construct” contract (**D&C Contract**) with Icon Co (NSW) Pty Ltd (**Icon**), pursuant to which AAD engaged Icon to carry out the work Works (as defined in the D&C Contract) (**Opal Work**).
- 5 On or around 24 November 2015, Icon and WSP Structures Pty Ltd (**WSP**) entered into an agreement (**Consultancy Agreement**) under which WSP agreed to provide structural and civil engineering design services for Opal Tower (**Opal Design Work**).
- 6 SOPA is not the holder of a contractor licence and did not itself undertake any residential building work for the purposes of the *Home Building Act 1989* (NSW) (**Home Building Act**) in relation to the project.
- 7 The plaintiffs are owners of an apartment in Opal Tower. They allege that Opal Tower is affected by defects that have caused them and other Group Members loss for which SOPA is liable.
- 8 SOPA contends that if and insofar as it is liable to the plaintiffs or any Group Members as alleged, SOPA is entitled to relief against the cross-defendants as set out in this cross-claim.

B. ISSUES LIKELY TO ARISE

- 1 Whether and to what extent AAD is liable to indemnify SOPA in respect of SOPA's alleged liability to the plaintiffs or any other Group Members.
- 2 Whether and to what extent AAD is liable to SOPA in damages for breach of contract or negligence in respect of SOPA's alleged liability to the plaintiffs or any other Group Members or in respect of the lots owned by SOPA.
- 3 ~~Whether and to what extent Icon is liable to indemnify SOPA in respect of SOPA's alleged liability to the plaintiffs or any other Group Members.~~
- 4 Whether and to what extent AAD or Icon is liable to SOPA for alleged breaches of the *Home Building Act*.
- 5 Whether and to what extent Icon is liable to:
 - a. indemnify SOPA in respect of SOPA's alleged liability to the plaintiffs and Group Members;
 - b. SOPA for breach of its duty of care owed to SOPA under section 37(1) of the *Design and Building Practitioners Act 2020 (NSW) (DBPA)*;
 - c. SOPA for contravening section 18 or section 29 of the *Australian Consumer Law (ACL)*.
- 6 Whether and to what extent WSP is liable to SOPA for:
 - a. breach of its duty of care owed to SOPA under section 37(1) of the DBPA;
 - b. contraventions of section 18 or section 29 of the ACL.

C. CROSS-CLAIMANT'S CONTENTIONS

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INTRODUCTION

- 1 SOPA:
 - a. is and was at all material times a corporation constituted by section 5 of the *Sydney Olympic Park Authority Act 2001 (NSW)*; and
 - b. is able sue in its own name.
- 2 AAD:
 - a. is and was at all material times a company incorporated in Australia;
 - b. carries on the business of property development; and
 - c. is able to be sued in and by its corporate name and style.
- 3 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;
 - c. carries on the business of property development; and
 - d. is able to be sued in and by its corporate name and style.
- 4 Icon:
 - a. is, and was at all material times, a company incorporated in Australia; and
 - b. has since 11 June 2015 held (and was required to hold) a contractor licence under the *Home Building Act 1989 (NSW)* (***Home Building Act***); and
 - c. is able to be sued in and by its corporate name and style.

Particulars

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

- 4A WSP:
 - d. is and was at all material times a company incorporated in Australia;
 - e. carries on the business of providing expert structural engineering services;
and
 - f. is able to be sued.

CLAIM AGAINST AAD**Project Delivery Agreement**

- 5 On or around 20 March 2014, SOPA entered into the Development Agreement with AAD.

Particulars

Deed entitled "Site 68 Project Delivery Agreement" and dated 20 March 2014 consisting of general conditions together with the following annexures:

- i. Annexure A – Existing Rights;
- ii. Annexure B – Plan;
- iii. Annexure C – Child Care Centre Guidelines;
- iv. Annexure D – Financier's Side Deed;
- v. Annexure E – Independent Certifier's Deed;
- vi. Annexure F – Public Positive Comment;
- vii. Annexure G – Restriction on use;
- viii. Annexure H – Subdivision Plan;
- ix. Annexure I – Expert Agreement;
- x. Annexure J – Urban Elements Design Manual;
- xi. Annexure K – Development Program;
- xii. Annexure L – Disclosure Materials;
- xiii. Annexure M – SOPA By-law Requirements;
- xiv. Annexure O – Construction Lease;
- xv. Annexure P – Licence Plan and Licence Works;
- xvi. Annexure Q – Prescribed Works Plan;
- xvii. Annexure R – Slattery Quantity Surveyors Report;
- xviii. Annexure S – Code of Development.

- 6 It was a term of the Development Agreement that AAD agreed to:
- a. perform its design obligations with the skill, care and diligence expected of a professional designer experienced in projects of a similar nature to the Project (as that term is defined in the Development Agreement);
 - b. ensure that each member appointed to AAD's design team performs its design responsibilities with the skill, care and diligence expected of a professional designer experienced in carrying out those responsibilities.

Particulars

Clause 6.2 of the Development Agreement.

- 7 It was a term of the Development Agreement that AAD agreed to ensure that the design of the Works (as defined):
- a. was consistent with the Transaction Documents (as defined);
 - b. ensures the completed works are suitable for their intended purpose;
 - c. does not adversely affect:
 - i. the functional integrity of the Works; or
 - ii. the quality standard of the Works required under the Development Agreement.

Particulars

Clauses 6.3 and 40 of the Development Agreement.

- 8 Under the Development Agreement, AAD agreed to develop the Original Site by carrying out or procuring the Works to be carried out in accordance with:
- a. the Documentation;
 - b. the Transaction Documents;
 - c. the Guidelines;
 - d. the Codes;
 - e. the Development Agreement;
 - f. all laws; and
 - g. any policy of the New South Wales Government relating to construction works (including the Works);

as those terms are defined in the Development Agreement.

Particulars

Clauses 10 and 40 of the Development Agreement.

- 9 It was a term of the Development Agreement that ADD must carry out the Works in an expeditious, proper and workmanlike manner under adequate and competent supervision, and in accordance with the best practices of the various trades involved, using good quality new materials.

Particulars

Clause 10.2 of the Development Agreement.

- 10 It was a term of the Development Agreement that AAD must carry out or procure that the Works are carried out in accordance with quality assurance systems conforming to the Quality Management Systems Guidelines for Construction as amended March 2012 – AS/NZS 9000 series of standards.

Particulars

Clause 10.18(a) of the Development Agreement.

- 11 It was a term of the Development Agreement that AAD must ensure that all major contractors engaged in respect of the Works have certified quality assurance systems and have achieved substantial implementation of a quality assurance system conforming to the Quality Management Systems Guidelines for Construction as amended March 2012 – AS/NZS 9000 series.

Particulars

Clause 10.18(b) of the Development Agreement.

- 12 It was a term of the Development Agreement that AAD warranted that the Works when completed would be fit for their intended purpose and comply with all other requirements of the Development Agreement.

Particulars

Clause 10.19 of the Development Agreement.

- 13 It was a term of the Development Agreement that AAD releases SOPA from liability or loss arising from, and Costs incurred in connection with, loss of or damage to the Development (as those terms are defined).

Particulars

Clauses 21.1 and 40 of the Development Agreement.

14 It was a term of the Development Agreement that AAD will indemnify SOPA against any liability or loss arising from, and any Costs incurred in connection with, amongst other things, any breach of a Transaction Document (as that term is defined in the Development Agreement) by:

- a. AAD; or
- b. AAD's employees, officers, agents, contractors, service suppliers, licensees, invitees and those persons who are on the Original Site,

(Indemnity Clause).

Particulars

Clauses 21.2 and 40 of the Development Agreement.

15 It was a term of the Development Agreement that the obligations of AAD under clause 21 of the Development Agreement, including the Indemnity Clause, continue after the expiration of the Term or other determination of the Development Agreement in connection with any act, matter or thing occurring before the expiration of the Term or determination.

Particulars

Clauses 21.5 and 40 of the Development Agreement.

16 It was a term of the Development Agreement that AAD must comply with, and observe at its expense, all laws in connection with:

- a. the Original Site;
- b. the Works;
- c. the Development;
- d. the use or occupation of the Original Site,

whether or not those laws are imposed on SOPA or AAD.

Particulars

Clauses 26.1 and 40 of the Development Agreement.

- 17 AAD acknowledged and agreed that in complying with the laws referred to in clause 26.1, AAD may be required to effect demolition, structural or capital works and alterations, additions and improvements on the Original Site.

Particulars

Clause 26.2 of the Development Agreement.

- 18 AAD and Ecove each represented and warranted that its obligations under the Transaction Documents are valid and binding and are enforceable against AAD and/or Ecove in accordance with their terms.

Particulars

Clause 27.1(d) of the Development Agreement.

- 19 It was a term of the Development Agreement that AAD warranted that:
- a. the Works will be performed in a proper and workmanlike manner and in accordance with the Development Agreement;
 - b. all materials supplied by AAD will be good and suitable for the purpose for which they are used and, unless otherwise required by the Development Agreement, will be new;
 - c. the Works will be performed in accordance with, and will comply with, the *Home Building Act* and all other laws;
 - d. the Works will be performed with due diligence and within the time stipulated in the Development Agreement;
 - e. any dwelling, as defined in the *Home Building Act*, which forms part of the Works, will be reasonably fit for occupation as a dwelling; and
 - f. the Works, and any materials used in performing the Works, will be reasonably fit for any specified purpose or result expressly made known to AAD.

Particulars

Clauses 27.4 and 40 of the Development Agreement.

- 20 It was a term of the Development Agreement that AAD warranted that it has, and will hold, a valid licence when doing the Work under the Development Agreement, as required under the *Home Building Act*.

Particulars

Clause 27.7 of the Development Agreement.

- 21 AAD and Ecove acknowledged that the warranties in clause 27.1 of the Development Agreement and the Transaction Documents remain unaffected notwithstanding:
- a. the design carried out by or on behalf of SOPA in connection with the Development; and
 - b. any receipt or review or, or comment or direction on, documentation prepared by AAD.

Particulars

Clause 27.10 of the Development Agreement.

- 22 It was a term of the Development Agreement that AAD must pay or reimburse SOPA on demand for the Costs reasonably incurred by SOPA in connection with or considering any exercise or non-exercise of rights arising from a breach by AAD of its obligations under the Development Agreement.

Particulars

Clause 33.1 of the Development Agreement.

- 23 It was a term of the Development Agreement that AAD will indemnify SOPA against any liability or loss arising from, and any Costs incurred in connection with the payment, omission to make payment or delay in making payment of an amount referred to in clause 33.1 including legal costs on a full indemnity basis or solicitor and own client basis, whichever is the higher.

Particulars

Clause 33.5 of the Development Agreement.

Guarantee by Ecove

- 24 Ecove acknowledged that SOPA was acting in reliance on Ecove incurring obligations and giving rights under clause 37 of the Development Agreement.

Particulars

Clause 37.1 of the Development Agreement.

- 25 It was a term of the Development Agreement that Ecove unconditionally and irrevocably guaranteed to SOPA the due and punctual performance and observance by AAD of all of AAD's agreements, obligations and liabilities in

connection with the Transaction Documents, including the Development Agreement (**Guarantee**).

Particulars

Clause 37.2 of the Development Agreement.

- 26 It was a term of the Development Agreement that Ecove unconditionally and irrevocably indemnifies SOPA for all losses, costs, expenses, damages and liabilities which it incurs or suffers because AAD fails to duly and punctually perform and observe the Guaranteed Obligations (as that term is defined).

Particulars

Clauses 37.3 and 40 of the Development Agreement.

- 27 It was a term of the Development Agreement that Ecove unconditionally and irrevocably indemnifies SOPA against any loss SOPA suffers because:
- a. AAD does not perform, observe or comply with the Guaranteed Obligations;
 - b. AAD disregards an order for specific performance of the Guaranteed Obligations; and
 - c. AAD does not pay any consideration or sum that would have been payable under the Development Agreement if it has complied with its obligations under the Development Agreement.

Particulars

Clauses 37.4 and 40 of the Development Agreement.

- 28 It was a term of the Development Agreement that Ecove, as principal debtor, agrees to pay SOPA on demand a sum equal to the amount of any loss described in clause 37.3 and 37.4.

Particulars

Clause 37.5 of the Development Agreement.

- 29 It was a term of the Development Agreement that:
- a. each indemnity in the Development Agreement is a continuing obligation, separate and independent from the other obligations of the indemnifying party and survives expiry or termination of the Development Agreement; and

- b. it is not necessary for the indemnified party to incur expense or make payment before enforcing a right of indemnity conferred by the Development Agreement.

Particulars

Clause 39.11 of the Development Agreement.

- 30 It was a term of the Development Agreement that the expiry of the Development Agreement does not affect the rights of the parties to the Development Agreement for a breach of the Development Agreement by the other party or parties before the expiry or determination.

Particulars

Clause 39.13 of the Development Agreement.

AAD's duty of care

- 31 Further and in the alternative to paragraphs 5 to 30 above:
- a. at all material times, AAD held itself out to SOPA as suitably qualified and experienced in property development, including designing and constructing or procuring the design and construction of mixed residential and commercial buildings similar to the Works;
 - b. at all material times, SOPA relied on AAD to apply its qualifications, experience, skill and judgment in the design and construction or procuring of the design and construction of the Works;
 - c. at all material times, AAD knew or ought to have known that SOPA was relying on it to perform the Works in accordance with the Development Agreement and with due skill, care and diligence;
 - d. it was reasonably foreseeable that SOPA would suffer loss and damage in the event that the Works contained defects or were not performed in accordance with the Development Agreement and with due skill, care and diligence;
 - e. the risk of harm to SOPA was not insignificant if AAD failed to carry out the Works in accordance with the Development Agreement and with due skill, care and diligence;
 - f. in the circumstances:

- i. SOPA was vulnerable to harm if AAD did not perform the Works in accordance with the Development Agreement and with due skill, care and diligence; and
- ii. a reasonable person in AAD's position would have taken precautions against a risk of harm to SOPA;

Particulars

A reasonable person in AAD's position would have taken the following precautions against a risk of harm to SOPA:

- i. designing and constructing or procuring the design and construction of the Works, with due skill, care and diligence such that it did not contain defects;
- ii. ensuring that the Works was performed in a proper and workmanlike manner;
- iii. ensuring that all materials to be used in the performance of the Works were good and suitable for the purpose for which they are used;
- iv. ensuring that the Works were done in accordance with the Building Code of Australia (**BCA**), the National Construction Code (**NCC**), all applicable Australian Standards, and any applicable laws.

32 By reason of sub-paragraphs 31(a) to (f) above, AAD owed SOPA a duty of care to exercise due skill, care and diligence in carrying out the Works under the Development Agreement (**AAD's Duty of Care**).

AAD's Statutory Warranties

33 For the purpose of this Cross-Claim only, and without admission, SOPA repeats paragraphs 9 and 16 to 20 of the Amended List Statement filed on 5 May 2021 (**Amended List Statement**), and adopts the definitions contained therein.

34 ~~By reason of the matters pleaded in paragraphs 16 to 18 of the List Statement:~~

- ~~a. the Works (as defined in the Development Agreement):~~
 - ~~i. were materially identical to; or~~

- ii. ~~alternatively included; or~~
 - iii. ~~alternatively involved the coordination or supervision of,~~
the Opal Work; and
- b. ~~the Development Agreement was therefore a contract to do “residential building work” for the purpose of the *Home Building Act*.~~

The Development Agreement 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).

35 By reason of the matters referred to at paragraph 34 above, the following warranties by AAD were implied into the Development Agreement insofar as the Works were identical to or included or involved the coordination or supervision of the Opal Work (~~the AAD Work~~):

- a. a warranty that the Works would be done:
 - i. ~~with due care and skill (**Due Care and Skill Warranty**);~~
 - ii. ~~in accordance with the plans and specifications set out in the Development Agreement (**Plans and Specifications Warranty**);~~
 - iii. ~~in accordance with, and would comply with, all requirements imposed by law (**Legal Compliance Warranty**); and~~
- b. a warranty that:
 - i. ~~all materials supplied by AAD would be good and suitable for the purpose for which they were used (**Materials Warranty**); and~~
 - ii. ~~if the Works 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 ~~**AAD Statutory Warranties**~~).

Further or in the alternative to paragraph 19 above, by reason of the matters referred to in paragraph 34 above, the statutory warranties in section 18B of the *Home Building Act* were implied into the Development Agreement insofar as the Works (as defined in the Development Agreement) were identical to or included

or involved the coordination or supervision of the Opal Work and/or Opal Design Work (the AAD Work), namely:

- c. a warranty that the AAD Work would be done:
 - i. with due care and skill;
 - ii. in accordance with the plans and specifications set out in the Development Agreement;
 - iii. in accordance with, and would comply with, all requirements imposed by law; and
- d. a warranty that:
 - i. all materials supplied by AAD would be good and suitable for the purpose for which they were used; and
 - ii. if the AAD Work consisted of the construction of a dwelling, the work would result in a dwelling that was reasonably fit for occupation as a dwelling.

(together, the AAD Statutory Warranties).

Particulars

Section 18B of the *Home Building Act*.

The plaintiffs' contentions

- 36 The plaintiffs contend in the Amended Commercial List Statement filed on 26 July 2019 (~~List Statement~~) that:
- a. 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 carrying out the Works (as defined in the D&C Contract);
 - b. between October 2015 and around August 2018, Icon both directly and through engaging sub-contractors and consultants, purported to carry out the Opal Work (as that term is defined in the Amended List Statement);
 - c. Opal Tower, as designed and constructed, possessed the following structural features:
 - i. the building was a reinforced concrete structure with post-tensioned concrete floor slabs (**Slabs**);

- ii. “inset slots” were to be located on each external face of the building, with the walls of those slot sections (**Slot Walls**):
1. to be constructed from precast reinforced concrete panels (**Precast Panels**) ~~and other in-situ elements~~; and
 2. ~~acting as columns transmitting vertical loads to the individual supporting columns beneath each Slot Wall~~ (**Columns**); and
 3. hob beams (**Hob Beams**) were to be cast as part of the floor element and monolithically poured with the Slabs;
 4. the Precast Panels were to sit above the Hob Beams;
 5. 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 by FC Drawing S06.010 A (**Grout**);
 6. 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 25mm of the Hob Beam Interface (which was to be allowed for sealant) (FC Drawing S06.010 A) (**WSP Grout Detail**); and
 7. the Hob Beams were to carry loads:
 - a. induced by the Precast Panels above the Hob Beams; and
 - b. transmitted through the Grout.
 8. 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.
- iii. ~~supporting columns below each Slot Wall were connected to the Slot Wall by horizontal, load-bearing “hob beams” (**Hob Beams**)~~;
9. 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 column 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.

10. 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".
11. 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**).
12. 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**).

13. 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**).
14. In the box adjacent to the words “REVIEWED NO COMMENTS” in Stamp was a tick-mark.
15. There is a dispute between Evolution, Icon and WSP as to whether the matters referred to in paragraphs 56B to 56F of the Amended List Statement amount to an amendment to FC Drawings (and, therefore, the System (as that term is defined in the Amended List Statement)).
16. 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**).
17. 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 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. a Hob Beam and In-Situ Wall outside Apartment 408 on
elevation 6 at gridreference 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 (abovecolumns C21 and C38)
(Level 10, 10C-14.5);

2. outside Apartment 1001 on elevation 8 at grid
reference 10B-9.5 (abovecolumns C14 and C32)
(Level 10, 10B-9.5); and

3. outside Apartment 1009 on elevation 4 at grid
reference 10A-4.5 (abovecolumns C7 and C26)
(Level 10, 10A-4.5);

(iii) on level 16 a 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. Hob Beam and In-Situ Wall outside Apartment 1608 on
elevation 6 at gridreference 16C-5.5 (above columns C9 to
C40) (Level 16, 16C-5.5).

Particulars

SOPA repeats the particulars to paragraphs 56 to 56l of the Amended
 List Statement

37 The plaintiffs contend in the Amended List Statement that the FC System in
 whole or in part:

- a. was not designed or constructed ~~in accordance with to the capacity required by clauses 2.1, 2.2, 2.3, 7.2.4, 7.3.2, 12.5.6, 12.6, 12.7; 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; and~~
- ~~i. 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;~~
- b. was not otherwise constructed in accordance with the FC Drawings (as defined in the Amended List Statement) 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 Ε Α;
- ii. part of a Hob Beam at level ~~40~~ 4 immediately above Columns C16 and C34 was not constructed using the top reinforcement specified in FC Drawing S09.220C and S06.011C;
- iii. part of a Hob Beam at level 10 immediately above Columns C2 and C34 was not constructed using the top reinforcement specified in drawings S09.22040A and S06.011 C;
- iv. part of panel 10C-14.5 at level 10 (as shown at grid line C on FC Drawing S09.240 A) was not constructed using the bottom horizontal reinforcement as shown on FC Drawing S06.011 C;
- ~~v. each of the Slot Walls 1, 4, 5, 8, 9 and 12 was manufactured to be at least 20mm thicker than the width specified in the FC Drawings; and~~
- 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,~~

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

Particulars

Paragraph 57 of the Amended List Statement.

38 The plaintiffs contend, further and in the alternative to the matters referred to at paragraph 37 above, that:

- a. the concrete supplied and used by Icon to construct the FC System:
 - i. was or had less than the compressive strength specified in the FC Drawings (65Mpa) for; and
 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 (65MPa for levels 4,10,and 16).
 - ii. by reason of the matter referred to in sub-paragraph (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 sub-paragraph (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 System,
(together, **Strength Defects**).

Particulars

Paragraph 58 of the Amended List Statement.

39 The plaintiffs contend that:

- a. on 24 December 2018 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;
- c. all of the residents of Opal Tower were evacuated;
- d. following the evacuation physical damage was identified to the Slot Walls, Columns, Beams and Slabs as follows:
 - i. at level 4:

1. 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;~~
 2. 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
 3. ~~cracking the lab in the vicinity of Slot Walls 1 and 9 on level 4;~~
- ii. at level 10:
1. ~~spalling and cracking of Hob Beam and precast concrete panels which comprise Slot Wall 12 (that is, Columns C24 and C38); and at level 10, 10C-14.5; and~~
 2. permanent vertical displacement, ~~deformation~~ and cracking of the Slab ~~in the vicinity of Slot Wall 12 at on level 10, 10C-14.5; and~~
- iii. at level 16:
1. cracking of a precast concrete panels ~~which comprise Slot Wall 1 (that is, at Level 16, 16B-0.5, above Columns C2 and C22);~~
 2. 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
 3. 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**),

- e. the FC System Defects or further or in the alternative the Strength Defects (or any them) caused damage to Opal Tower, including the Observed Damage.

40 Pursuant to the Development Agreement, AAD designed and constructed or procured the design and construction of the Opal Work (as that term is used in

the Amended List Statement), which the plaintiffs allege contained or were affected by the FC System Defects and the Strength Defects.

Breach of the Development Agreement

41 If it is found that:

- a. the FC System Defects or the Strength Defects exist;
- b. SOPA is liable to the plaintiffs and Group Members by reason of those defects or breaches of one or more of the Statutory Warranties referred to in paragraph 20 of the Amended List Statement (**Statutory Warranties**);
and
- ~~c. as a result of any of those breaches:~~
 - ~~i. the plaintiffs and the Group Members suffered loss and damage as contended in paragraphs 68 and 69 of the Amended List Statement; and~~
 - ~~ii. SOPA is liable to the plaintiffs and the Group Members for that or any loss and damage,~~

then SOPA says that such liability:

- d. arises out of or in connection with breaches by AAD of the terms of the Development Agreement identified in paragraphs 6, 7, 8, 9, 10, 12, 13, 16 and 19 above; and
- e. constitutes liability or loss for the purposes of clause 21.2 of the Development Agreement.

Particulars

In that event:

- i. AAD failed to:
 - a. design and construct or procure the design and construction of the AAD Work, including the System, with due care, skill and diligence such that the AAD Work did not contain the defects;
 - b. perform its design obligations with the skill, care and diligence expected of a professional designer experienced in projects of a similar nature to the AAD Work.

- c. ensure that the design of the Opal Work:
 - i. was consistent with the Transaction Documents;
 - ii. was suitable for their intended purpose;
 - d. develop the Original Site by carrying out or procuring the Works to be carried out in accordance with the Approvals and the Development Agreement;
 - e. allow for the AAD Work to be constructed in accordance with the Development Agreement without the need for variation;
 - f. achieve the functional integrity or the quality standard of the ADD Work under the Development Agreement.
 - g. carry out the ADD Work in a proper and workmanlike manner, in accordance with the best practise of the various trades involved, using good quality new materials.
- ii. The ADD Work when completed will not have been fit for their intended purpose and comply with all requirements of the Development Agreement.
 - iii. The ADD Work will not have been carried out or procured to be carried out in compliance with all laws.
 - iv. In breach of the Statutory Warranties the Residential Units were not reasonably fit for occupation.
 - v. The materials used in performing the ADD Work will not have been reasonably fit for the specified purpose or result expressly made known to AAD.

42 In that event, AAD is liable to SOPA in respect of SOPA's liability to the plaintiffs and the Group Members:

- a. in damages for breach of the Development Agreement; and
- b. by reason of the indemnities identified in paragraphs 14, 22 and 23 above.

AAD's negligence

~~Breach of the Duty of Care~~

43 SOPA refers to and repeats paragraphs 36 to 39 above.

44 If it is found that:

- a. the FC System Defects or the Strength Defects exist by reason of a ~~breach by SOPA of any of the Statutory Warranties~~ any conduct of AAD; and
- b. as a result of ~~any of those breaches~~ the FC System Defects or the Strength Defects SOPA is liable to the plaintiffs and the Group Members,
 - i. ~~the plaintiffs and the Group Members suffered loss and damage as contended in paragraphs 68 and 69 of the Amended List Statement; and~~
 - ii. ~~SOPA is liable to the plaintiffs and the Group Members for that or any loss and damage,~~

then SOPA says that such liability arises ~~out of or in connection with~~ as a result of breaches by of AAD's of the Duty of Care it owed to SOPA referred to in ~~paragraph 32~~ above.

Particulars

Repeats the particulars of paragraph 41 above.

AAD did not perform or procure the AAD Work or alternatively the Opal Work with due skill care and diligence such that it did not contain the FC System Defects or the Strength Defects.

45 In that event, SOPA has suffered loss and damage, for which AAD is liable to SOPA in negligence.

Particulars

So much of SOPA's liability to the plaintiffs and the Group Members that arises out of or in connection with AAD's breaches of its duty of care to SOPA.

Breach of the AAD Statutory Warranties

46 For the purpose of this Cross-Claim only, and without admission, SOPA repeats paragraphs 26 to 60 of the Amended List Statement, and adopts the definitions contained therein (except where otherwise indicated).

47 ~~If the AAD Work is defective as alleged by the plaintiffs by reason of:~~

- ~~a. the matters referred to in subparagraphs 37a., 37b., 37c. or 38a. above (or any of them), then AAD breached the Due Skill and Care Warranty;~~
- ~~b. the matters referred to in subparagraphs 37a., 37b., or 38a. above (or any of them), then AAD breached the Plans and Specifications Warranty; and~~
- ~~c. the matters referred to in subparagraph 37a. above, then AAD breached the Legal Compliance Warranty.~~ Not used

48 In the circumstances referred to in paragraph 46 above, AAD breached the AAD Statutory Warranties.

49 SOPA owns 11 residential units in Opal Tower (**Retained Units**).

Particulars

SOPA is the title holder for lots 2, 5, 18, 29, 40, 68, 80, 114, 138, 283 and 302 in Strata Plan SP 97315.

50 If it is found that:

- a. the FC System Defects or the Strength Defects exist ~~by reason of a breach by SOPA of any of the Statutory Warranties;~~ and
- b. as a result of ~~any of those breaches~~ the FC System Defects or the Strength Defects SOPA is liable to the plaintiffs and the Group Members,
 - ~~i. the plaintiffs and the Group Members suffered loss and damage as contended in paragraphs 68 and 69 of the Amended List Statement; and~~
 - ~~ii. SOPA is liable to the plaintiffs and the Group Members for the loss and damage,~~

then SOPA says that such liability arises out of or in connection with breaches by AAD of the AAD Statutory Warranties.

Particulars

SOPA repeats paragraph 48 above.

51 In that event, SOPA:

- a. has incurred liability for the loss and damage claimed by the plaintiffs and the Group Members at paragraphs 68 and 69 of the Amended List Statement; and

- b. has itself suffered loss and damage as an owner of the Retained Units.

Particulars

In that event, SOPA's loss and damage as ~~an~~ the owner of the Retained Units includes:

- i. the cost of rectifying the Retained Units;
- ii. further or the alternative to (ii), the diminution in value of the Retained Units resulting from the System Defects, further or in the alternative, the Strength Defects (or any of System Defects and Strength Defects) insofar as any diminution in value is established;
- iii. loss of rental income; and
- iv. strata fees paid or payable by SOPA to fund any increased insurance premiums, legal and other professional costs incurred as a result of the System Defects, further or in the alternative, the Strength Defects (or any of the FC System Defects and strength Defects).

Further particulars of loss may be provided after service of evidence in chief.

AAD holds the benefit of warranties and indemnities on trust

52 It was a term of the D&C Contract that AAD holds on trust for SOPA and SOPA's Associates (as defined in the D&C Contract) the benefit of each warranty and indemnity in the D&C Contract expressed to be for the benefit of SOPA and SOPA's Associates.

Particulars

Clause 62(d) of the D&C Contract

53 By this cross-claim, SOPA notifies AAD that SOPA requires AAD to enforce against Icon the warranties and indemnities referred to in paragraphs 64, 66 and 69 below in respect of any liability SOPA is found to owe to the plaintiffs and any Group Members by reason of the claims the subject of these proceedings.

54 In the circumstances, SOPA is entitled to the proceeds of any cross-claim filed by AAD against Icon seeking relief on SOPA's behalf in respect of the warranties and indemnities referred to in paragraphs 53 and 54 above.

CLAIM AGAINST ECOVE

55 If:

- a. it is found that AAD is liable to SOPA as alleged in paragraphs 42 or 45 above; and
- b. AAD fails to discharge that liability, then:

Ecove is liable under the Guarantee to indemnify SOPA for the amount so awarded by the court as payable by AAD to SOPA.

56 Further or in the alternative to paragraph 55, if:

- a. it is found that AAD is liable to SOPA as alleged in paragraphs 42 or 45 above; and
- b. AAD fails to discharge that liability, then:

Ecove is liable to indemnify SOPA for the amount so awarded by the court as payable by AAD to SOPA by reason of the indemnities referred to in paragraphs 26 and 27 above.

57 To date, Ecove has not indemnified SOPA in respect of any liability referred to in paragraphs 55 or 56 above.

CLAIM AGAINST ICON

D&C Contract

58 SOPA refers to and repeats paragraph 40 above.

59 It was a term of the D&C Contract that Icon:

- a. will carry out and complete the "Contractor's design obligations" (as defined in the D&C Contract) so that the design of the Works (as defined in the D&C Contract) does not adversely affect:
 1. the functional integrity of the Works; or
 2. the quality or standard of the Works required under the "Principal's project requirements" (as defined in the D&C Contract);

- b. would complete the Works so that when completed they were fit for purpose;
- c. would construct and complete the Works:
 - i. so, when completed it will comply with the requirements of the D&C Contract and the Approvals;
 - ii. so as to create a high quality (in terms of design, construction, operation and management) Building Complex having regard to the Principal's project requirements, including:
 - 1. a high-quality urban form and amenity;
 - 2. design outcomes which are of a high quality;
 - 3. high quality residential development in accordance with the Approvals and SOPA Guidelines;

Particulars

Definitions of Contractor's design obligations, Principal's project requirements, Building Complex, and Approvals in the D&C Contract.

- d. shall execute the Works in a proper and workmanlike manner and in accordance with the high-quality workmanship of the various trades involved;
- e. warranted there would be no failure or deterioration, apart from deterioration caused by ordinary wear and tear to "Structures" as referred to in Annexure Part M (Warranty Requirements).

Particulars

Clause 2.2 of the D&C Contract.

Annexure Part M of the D&C Contract (Warranty Requirements).

Definition of Structures in the D&C Contract.

60 It was a term of the D&C Contract that Icon warranted that the Works would comply with the statutory warranties in section 18B of the *Home Building Act*.

Particulars

Clause 2.5 of the D&C Contract.

61 It was a term of the D&C Contract that Icon shall satisfy the design obligations identified in the Development Agreement, including:

- a. designing the Works so that the Works, when constructed, shall be structurally and aesthetically sound;
- b. ensure an appropriately skilled, experienced and qualified person acceptable to AAD acting reasonably at all times supervises and co-ordinates the:
 - i. design and specification of the Works; and
 - ii. the construction of the Works in accordance with the “*design documents*”.

Particulars

Clause 8.4.3 of the D&C Contract.

62 It was a term of the D&C Contract that Icon was to provide AAD with an executed copy of the “*Contractor’s Warranty*” documents in the form contained at Annexure Part E of the D&C Contract.

Particulars

Clause 9.6(c) of the D&C Contract.

63 It was a term of the D&C Contract that Icon shall satisfy all “*legislative requirements*” and any requirements of an Authority (subject to some exceptions that are presently immaterial).

Particulars

Clause 11.1 of the D&C Contract.

64 It was a term of the D&C Contract that, with respect to the Works carried out by Icon, Icon indemnifies SOPA on demand from and against any “claim” or loss suffered or incurred arising out of or in relation to the enforcement of any right a person has against SOPA under or by reason of section 18C of the *Home Building Act*.

Particulars

Clause 15.3 of the D&C Contract.

65 It was a term of the D&C Contract that, in the performance of the Works, Icon would use:

- a. suitable new materials which are in good condition, of high quality and suitable for the purpose for which they are intended;
 - b. all proper care, skill and diligence; and
 - c. proper and trademanslike workmanship,
- and the Works would meet the requirements of all Authorities, applicable Australian Standards and the Building Code of Australia.

Particulars

Clause 29.1 of the D&C Contract.

- 66 It was a term of the D&C Contract that Icon indemnifies SOPA against any liability or loss arising out of, and any costs incurred in connection with a substantial breach of the D&C Contract by Icon.

Particulars

Clause 39.12 of the D&C Contract.

- 67 It was a term of the D&C Contract that Icon warranted the Works would comply with the "Codes" and "Guidelines".

Particulars

Clause 55 of the D&C Contract.

- 68 It was a term of the D&C Contract that Icon must perform its obligations under the D&C Contract so as to satisfy AAD's corresponding obligations under the Development Agreement.

Particulars

Clause 58(b)(i) of the D&C Contract.

- 69 It was a term of the D&C Contract that Icon expressly warranted to SOPA that:
- a. it will perform its obligations under the D&C Contract to a standard of care, skill, judgment and diligence commensurate with a competent contractor experienced in work of a similar nature to the WUC (as defined in the D&C Contract);
 - b. it will perform its obligations under the D&C Contract in accordance with the D&C Contract and all applicable legislative requirements;

- c. it shall carry out and complete the WUC in accordance with the “design documents” so that the Works, when completed shall be fit for their stated purpose and comply with all requirements of the D&C Contract;
- d. the Works when completed will be free from defects and deficiencies; and
- e. in addition to its obligations under the D&C Contract and at law, there will 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 (Warranty Requirements), including “Structures” for the periods referred to in that annexure from the date of practical completion, (the **Contractor’s Warranty**).

Particulars

Contractor’s Warranty (Annexure Part E of the D&C Contract).

Clause 9.6 of the D&C Contract.

Annexure M of the D&C Contract – Warranty Requirements.

70 If it is found that:

- a. the FC System Defects or the Strength Defects exist by reason of a breach by SOPA of the Statutory Warranties, or at all; and
- b. as a result of any of those breaches:
 - i. the plaintiffs and the Group Members suffered loss and damage as contended in paragraphs 68 and 69 of the Amended List Statement; and
 - ii. SOPA is liable to the plaintiffs and the Group Members for that or any loss and damage,

then SOPA says that such liability:

- iii. arises out of a “claim” or loss suffered or incurred from the enforcement of a right under section 18C of the *Home Building Act* by the plaintiffs and the Group Members against SOPA;
- iv. arises out of or in connection with a substantial breach by Icon of one or more of the terms of the D&C Contract referred to in paragraphs 58 to 69;

- v. arises out of or constitutes a failure by Icon to perform its obligations under the D&C Contract; and/or
- vi. constitutes a breach of the Contractor's Warranty.

71 In that event, SOPA will suffer loss and damage for which Icon is liable to SOPA by reason of the indemnities provided by Icon to SOPA identified in paragraphs 64 and 66 above.

Home Building Act – Retained Units

72 SOPA repeats paragraph 49 above.

73 Further and in the alternative:

- a. the D&C Contract is a contract to do residential building work on land within the meaning of section 18D(1A) of the *Home Building Act*;
- b. SOPA is a non-contracting owner of the Retained Units in relation to that contract within the meaning of section 18D(1A) of the *Home Building Act*.

Particulars

Section 18D(1A) of the *Home Building Act*.

74 By reason of the matters pleaded in paragraph 73 above, SOPA is entitled in respect of the Retained Units to the same rights as those that a party to the D&C Contract has in respect of the Statutory Warranties.

Particulars

Section 18D(1A) of the *Home Building Act*.

75 If it is found that the FC System Defects or the Strength Defects exist by reason of a breach of the Statutory Warranties then SOPA says that it has suffered loss and damage by reason of Icon's breach or breaches of the Statutory Warranties and is entitled to relief against Icon on that basis.

Particulars

SOPA repeats the particulars to paragraph 51 above.

Icon's negligence

76 The Opal Tower is a "building" within the meaning of section 36(1) of the DBPA.

- 77 SOPA is an “owner” within the meaning of section 36(1) of the DBPA because it:
- a. was the owner of the Original Site upon which Opal Tower was built, being Lots 73 and 75 in DP1134933;
 - b. was the registered proprietor of each lot in the Strata Plan on establishment of the Strata Plan; and
 - c. owns the Retained Units.

Icon Duty of Care

- 78 The Opal Work includes the:
- a. “Works” as defined in the D&C Contract; and
 - b. Work referred to at paragraphs 58 to 69 above.
- 79 The Opal Work is “construction work” within the meaning of section 36(1) of the DBPA.
- 80 Pursuant to section 37(1) of the DBPA, Icon had a duty to exercise reasonable care to avoid economic loss caused by defects:
- a. in Opal Tower; and
 - b. arising from the Opal Work,

(Icon’s Duty of Care).

- 81 Icon’s Duty of Care is owed to SOPA pursuant to section 37(2) of the DBPA.
- 82 SOPA is entitled to damages from Icon for any breach of Icon’s Duty of Care pursuant to section 37(3) of the DBPA as if the duty were established by the common law.
- 83 If it is found that:
- a. the FC System Defects or the Strength Defects exist by reason of any conduct by Icon; and
 - b. SOPA is liable to the plaintiffs and the Group Members,
- then SOPA says that such liability arises out of or in connection with breaches by Icon of the Icon Duty of Care.
- 84 In that event, SOPA:

- a. has incurred liability for the loss and damage claimed by the plaintiffs and the Group Members at paragraphs 68 and 69 of the Amended List Statement; and
- b. has itself suffered loss and damage as an owner of the Retained Units.

Certification by Icon and McKenzie Group

85 On 13 June 2018, Icon issued:

- a. a statement of compliance that the Opal Work had been completed in accordance with, among other things, the BCA and the *Principal's project requirements* (as that term is defined in the D&C Contract) (**PPR**) (**Icon Statement of Compliance**);
- b. the warranties, statements deed and certificates of compliance referred to in paragraph 80 of the Commercial List Statement filed in Supreme Court Proceedings 2019/64406 (as amended from time to time) (**Developer List Statement**) (**Icon Subcontractor Certificates**).

86 On 14 June 2018, McKenzie Group Consulting (NSW) Pty Ltd (**McKenzie Group**) issued 'Interim Occupation Certificate No.18/123378-6' in respect of the Opal Tower (excluding public domain and landscaping works).

Particulars

Interim Occupation Certificate No. 18/123378-6 from McKenzie Group to AAD dated 14 June 2018.

87 On 14 June 2018, McKenzie Group issued final occupation certificate, "Occupation Certificate No. 18/123378-7", in respect of the childcare centre at Opal Tower.

Particulars

Occupation Certificate No. 18/123378-7 from McKenzie Group to AAD dated 14 June 2018.

88 On or about 18 June 2018, Icon issued a Notice of Practical Completion to AAD and Sterling Project Solutions Pty Ltd (**Superintendent**) in respect of part of the Opal Work (**First Notice of Practical Completion**).

89 On 27 June 2018, Icon issued a Notice of Practical Completion to AAD and the Superintendent in respect of the entirety of the Opal Work (**Second Notice of Practical Completion**).

90 On 8 August 2018, McKenzie Group issued a final occupation certificate, "Occupation Certificate No. 18/1233-8", in respect of the public domain and landscaping works at Opal Tower.

Particulars

Occupation Certificate No. 18/123378-8 from McKenzie Group to AAD dated 8 August 2018.

Icon's representatives

91 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 BCA (Icon Statement of Compliance Representation).

92 In issuing the Icon Subcontractor Certificates (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 BCA) (Icon Subcontractor Certificates Representation).

93 In issuing the First Notice of Practical Completion, 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 BCA); and
- b. the relevant part of the Opal Work had reached the stage of practical completion, (First Notice of Practical Completion Representation).

94 In issuing the Second Notice of Practical Completion, 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 BCA); and
- b. the Opal Work had reached the stage of practical completion,

(Second Notice of Practical Completion Representation).

95 Further and in the alternative to the matters referred to in paragraphs 91 to 94 above, in issuing the Icon Statement of Compliance, the Icon Subcontractor Certificates and the First and Second Notices of Practical Completion, Icon made a false and/or misleading representation that the Opal Work, alternatively the Opal Design Work, was of a particular standard, quality or grade (Icon Quality of Services Representation).

Particulars

The Icon Statement of Compliance, the Icon Subcontractor Certificates and the First and Second Notices of Practical Completion each contain a representation that completion of the Opal Work, or alternatively the Opal Design Work, (the relevant services) was in accordance with the BCA.

Icon's breaches of the ACL

96 SOPA refers to and repeats paragraphs 36 to 39 above.

97 If it is found that:

- a. the FC System Defects or the Strength Defects exist; and
- b. SOPA is liable to the plaintiffs or the Group Members,

then SOPA says that such liability arises because of breaches by Icon of sections 18 and/or 29(1) of the ACL.

Particulars

- i. By reason of the FC System Defects or the Strength Defects:
 1. the Icon Statement of Compliance Representation, Icon Subcontractor Certificates Representation, First Notice of Practical Completion Representation, and Second Notice of Practical Completion Representation, which were representations made in trade or commerce, were each:
 - a. misleading or deceptive or likely to mislead or deceive;
 - b. insofar as the representation was an opinion, made without reasonable grounds;
 - c. insofar as the representation was a statement of fact, false;

- d. representations made by Icon in contravention of s 18 of the ACL.
 - 2. the Icon Quality of Services Representation, which was a representation made in trade or commerce, was:
 - a. misleading or deceptive or likely to mislead or deceive;
 - b. false;
 - c. made in connection with the supply or possible supply of services (the Opal Work or alternatively the Opal Design Work); and
 - d. representations made by Icon in contravention of s 29(1) of the ACL.
- ii. The Icon Statement of Compliance Representation, the Icon Subcontractor Certificates 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).
- iii. Had Icon disclosed to AAD and/or Ecove that the Opal Work, alternatively the Opal Design Work, did not comply with the BCA because of the FC System Defects or the Strength Defects or not made the Icon Statement of Compliance Representation, the Icon Subcontractor Certificates Representation, the First Notice of Completion Representation, the Second Notice of Completion Representation, the Icon Quality of Services Representation (or any of them), then AAD, Ecove and the Superintendent or any of them would:
 - 1. have taken steps to ensure that practical completion was not certified until such time as the representations were not misleading or deceptive;
 - 2. not have applied for practical completion from the Independent Certifier;

3. not have applied to McKenzie Group for an interim or final occupation certificate;
 4. have taken steps to prevent an interim or final occupation certificate being issued by McKenzie Group;
 5. have directed further investigations into the Opal Work, alternatively the Opal Design Work, to be carried out by the Superintendent and AAD;
 6. not have entered into or completed the sales contracts until practical completion had been achieved;
 7. have taken steps to ensure that the defects were rectified prior to practical completion, or in the alternative, prior to occupation;
 8. have investigated any departures from the design documents including the for construction drawings prepared by WSP (Drawings);
 9. have insisted upon engineering certification in respect of any departures from the design documents including the Drawings;
 10. have arranged for Icon to carry out rectification of any defects in a programmed manner;
- iv. In reliance on the Icon Statement of Compliance Representation, Icon Subcontractor Certificates Representation, First Notice of Practical Completion Representation, and Second Notice of Practical Completion Representation, 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 iii 1 – 10 above.
- v. Had AAD, Ecove, and the Superintendent or any of them taken some or any of the steps referred to in iii 1 – 10 above:
1. the FC System Defects or the Strength Defects would not have existed within Opal Tower;
 2. the Observed Damage would not have occurred;

3. the plaintiffs or the Group Members would not have been evacuated from Opal Tower; and

4. the plaintiffs or the Group Members would not have suffered any loss or damage.

Uy Report

Fox Report

98 In that event, SOPA has incurred liability for the loss and damage claimed by the plaintiffs or the Group Members at paragraphs 68 and 69 Amended List Statement for which Icon is liable to SOPA under the ACL.

CLAIM AGAINST WSP

Consultancy Agreement

99 Icon engaged WSP under the terms of a consultancy agreement dated 24 November 2015 (**Consultancy Agreement**) to provide structural and civil engineering design services for Opal Tower (**Opal Design Work**).

100 The Consultancy Agreement was in writing and contained the following the documents:

- a. Formal Instrument of Agreement;
- b. General Conditions; and
- c. Annexures Part A to I.

101 Pursuant to the Consultancy Agreement WSP agreed to perform the Opal Design Work, which included structural and civil engineering services in relation to:

- a. schematic design;
- b. design development;
- c. construction documentation phase; and
- d. the construction phase.

Particulars

Annexure Part B of the General Conditions

102 It was a term of the Consultancy Agreement that WSP warranted:

- a. that it shall exercise due skill, care and diligence in carrying out and completing the Opal Design Work;
- b. the Opal Design Work would be suitable, appropriate, adequate and fit for its intended purpose;
- c. it will perform the Opal Design Work to the standard of care and skill to be expected of a consultant who regularly acts in the capacity in which WSP is engaged under the Consultancy Agreement;

Particulars

Clause 2.2 of the General Conditions

Definition of "Consultant's Warranties" in clause 1 of the General Conditions

103 It was a term of the Consultancy Agreement that WSP would:

- a. ensure the design (including any design documents which were not produced by WSP) satisfies Icon's project requirements and all "legislative requirements" and any requirements of any "Authority";
- b. ensure the design documents contain sufficient detail to construct to, and, when completed, satisfy the "Consultant's Warranties" given by WSP pursuant to clause 2.2 of the General Conditions;
- c. ensure that the details contained in any design documents prepared by WSP are co-ordinated with the details contained in all other design documents;
- d. complete the Opal Design Work consistently with the Consultancy Agreement; and
- e. ensure the design documents shall be structurally and aesthetically sound.

Particulars

Clause 5.9 of the General Conditions

104 It was a term of the Consultancy Agreement that, if required by Icon, WSP would prepare:

- a. plans and specifications based on the principles of design described in the Project Delivery Agreement (i.e. the Development Agreement), the

Development Consent and SOPA Guidelines and otherwise in accordance with the Contract 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. a consolidated set of those plans and specifications and have them marked for identification by Icon and WSP as the 'Approved Plans and Specifications'.

Particulars

Clause 5.15 of the General Conditions

- 105 The term "legislative requirements" included all applicable Australian Standards and Codes of Practice and the Development Consent.

Particulars

Definition of "legislative requirements" and "Development Consent" clause 1 of the General Conditions

- 106 It was a term of the Consultancy Agreement that WSP was required to:
- a. comply with all the conditions of the Development Consent except those expressly specified to be satisfied by AAD;
 - b. comply with all "Other Approvals" and all "legislative requirements" in connection with the carrying out of the "Project"
 - c. provide all necessary documentation and assistance requested by Icon to enable Icon to satisfy any conditions of the Development Consent for which Icon is responsible or as requested to enable Icon to comply with the requirements of any "Authority".

Particulars

Clause 5.22 of the General Conditions

- 107 It was a term of the Consultancy Agreement that WSP agreed to provide Icon on a monthly basis a "design certificate" in the form specified by Annexure Part I that certifies that the Opal Design Work complies with:
- a. all legislative requirements;
 - b. Principal's project requirements (PPR); and
 - c. Icon's project requirements.

ParticularsClause 42 of the General Conditions**WSP's design**

108 SOPA refers to and repeats paragraph 36 above.

109 In relation to the concrete strength of the Hob Beam, the Drawings:

- a. depicted the Hob Beam as cast as part of the floor element in that it was monolithically connected to the Slab;

Particulars

Drawings No. 4419 S09.220(c), S09.204(A) and S09.260(B)

- b. specified a concrete strength of 40MPa for the floor elements unless noted otherwise;

Particulars

Drawings No. 4419 S00.003(A), 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), S09.210(B), S09.320(D) and S09.330(A)

- c. did not expressly specify any different or specific concrete strength for the Hob Beam; and

Particulars

Drawings No. 4419 S00.003(A), S04.003(H), S04.005(H), S04.007(H), S06.002(A), S06.010.(A), S06.011(C) (see Panel Type H) and S09.240(A)

- d. specified a concrete strength of 65MPa for specific areas shown on the Drawings above the columns only (and not to the full Hob Beam footprint and not at any height in the Hob Beam), which were to be puddle poured.

Particulars

Paragraphs 26 to 41 of the Fox Report

110 The Drawings did not specify a different concrete strength for the Hob Beams such that, as WSP had designed the Hob Beam as part of the Slab (which is a

floor element), WSP specified a concrete strength for the Hob Beams of 40MPa.

111 The Hob Beams were constructed with concrete that achieved a concrete strength of at least 65MPa.

WSP's certification

112 During the course of performing the Opal Design Work, WSP:

- a. issued to Icon the design certificates listed in **Annexure A** to this Amended Cross-Claim List Statement (**WSP Design Certificates**); and
- b. carried out periodic site inspections of the construction work (or approved construction work shown in photographs which were issued by Icon to WSP) on at least 143 occasions.

Particulars

The Drawings certified by the WSP Design Certificates are listed at **Annexure B** to this Amended Cross-Claim List Statement.

113 The 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 Drawings 4419-s06.001 (Precast Wall Elevation 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).

114 On 28 June 2016, WSP issued a document entitled "Structural Certificate for Design (for CC3)" (**WSP Structural Certificate for Design**).

115 The WSP Structural Certificate for Design certified that the structural elements set out at **Annexure C** to this Amended Cross-Claim List Statement had been checked and complied with:

- a. the BCA; and
- b. AS/NZS1170.0, AS/NZS1170.1, AS/NZS 1170.2, AS,NZS1170.4, AS3600 and AS4100.

116 On 15 May 2018, WSP issued a certificate by which it certified, amongst other things, that:

- a. it was responsible for the design of the structural elements of Opal Tower (excluding external and landscaping);
- b. its drawings had been checked and they complied with the BCA, the relevant Australian Standards listed in the BCA and specifically AS3600-2009 Concrete Structures (AS 3600); and
- c. all reinforced concrete work had been contemplated in accordance with WSP's design, relevant Australian Standards and the BCA.

(Further WSP Structural Design and Construction Certification).

Particulars

WSP letter to Nicholas Economos dated 15 May 2018.

117 On 5 June 2018, WSP issued a statement of compliance in which it certified that the works had been completed in accordance with the BCA and the PPR
(WSP Statement of Compliance).

Particulars

Statement of compliance in respect of Site 68 Sydney Olympic Park signed on behalf of WSP dated 5 June 2018.

WSP's negligence

118 SOPA repeats paragraphs 76 and 77 above.

119 The Opal Design Work is "construction work" within the meaning of section 36(1) of the DBPA.

Particulars

Section 36(1)(a) and (c) of the DBPA.

120 Pursuant to section 37(1) of the DBPA, WSP had a duty to exercise reasonable care to avoid economic loss caused by defects:

- a. in Opal Tower; and
- b. arising from the Opal Design Work.

(WSP's Duty of Care).

121 WSP's Duty of Care is owed to SOPA pursuant to section 37(2) of the DBPA.

122 SOPA is entitled to damages from WSP for any breach of WSP's Duty of Care pursuant to section 37(3) of the DBPA as if the duty were established by the common law.

123 SOPA refers to and repeats paragraphs 36 to 39 above.

124 If it is found that:

- a. the FC System Defects or the Strength Defects exist; and
- b. SOPA is liable to the plaintiffs or the Group Members,

then SOPA says that such liability arises as a result of breaches by WSP of the WSP Duty of Care.

Particulars

WSP did not perform or procure the Opal Design Work or alternatively the Opal Work with reasonable care such that the plaintiffs or the Group Members and/or SOPA would avoid economic loss caused by the FC System Defects or the Strength Defects in Opal Tower arising from the Opal Design Work.

SOPA repeats paragraph 36 above.

Uy Report

Fox Report

125 In that event, SOPA has incurred liability for the loss and damage claimed by the plaintiffs or the Group Members at paragraphs 68 and 69 of the Amended List Statement for which WSP is liable to SOPA in breach of the WSP Duty of Care.

WSP's representations

126 WSP was required by clause 42 of the General Conditions of the Consultancy Agreement to provide a 'design certificate' to Icon each month, certifying that (to the extent applicable) all design activities carried out by WSP were compliant with:

- a. all legislative requirements;
- b. the requirements of the PPR; and
- c. Icon's project requirements.

127 The WSP Design Certificates issued by WSP:

- a. from 25 December 2015 to 25 February 2016 (inclusive) included the statement, which was in the following terms:

“[WSP] certifies to [AAD] and [Icon] that:

1. The design documents prepared by it comply with all those elements of the works under the Consultancy Agreement and documents referenced within;
2. The works carried out thus far under the Consultancy Agreement comply with all legislative requirements and the Design Documents, so that the works, when completed comply with all requirements of the Consultancy Agreement; and
3. It is aware that the Principal and the Contractor will be relying on this certificate, as at the date of this certificate, except to the extent set out below...”

- b. from 23 March 2016 to 19 July 2017 (inclusive) included the statement, which was in the following terms:

“[WSP] certifies to [AAD] and [Icon] that:

1. The design documents listed within table T1 (Design Documents) prepared by it comply with all those elements of the works under the Consultancy Agreement and documents referenced within;
2. The works carried out thus far under the Consultancy Agreement (Structural Design) comply with all legislative requirements and the Design Documents, so that the works, when completed comply with all requirements of the Consultancy Agreement (structural Design); and
3. It is aware that the Principal and the Contractor will be relying on this certificate, except to the extent set out below...”

(together, the WSP Design Certificate Representations).

128 By the WSP Structural Certificate for Design, WSP represented that the structural elements illustrated on the documents listed in the WSP Structural Certificates for Design had been checked and complied with the BCA and AS3600 (WSP Structural Certificate for Design Representations).

129 By the Further WSP Structural Design and Certification Certificate, WSP represented that:

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

(Further WSP Structural Design and Construction Representation).

130 By the WSP Statement of Compliance, WSP represented that the Opal Work, or alternatively the Opal Design Work had been completed in accordance with, among other things, the BCA and PPR (WSP Statement of Compliance Representation).

131 Further and in the alternative to the matters pleaded at paragraphs 126 to 130 above, by 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, WSP represented that the Opal Design Work was of a particular standard, quality or grade (WSP Quality of Services Representations).

WSP's breaches of the ACL

132 SOPA refers to and repeats paragraphs 36 to 39 above.

133 Each of the WSP Design Certificate Representations, WSP Structural Certificate for Design Representation, Further WSP Structural Design and Construction Representation, WSP Statement of Compliance Representation, the WSP Quality of Services Representations was made in trade or commerce.

134 If it is found that:

- a. the FC System Defects or the Strength Defects exist; and
- b. SOPA is liable to the plaintiffs or the Group Members,

then SOPA says that such liability arises because of breaches by WSP of sections 18 and/or 29(1) of the ACL.

Particulars

- i. By reason of the FC System Defects or the Strength Defects:
 - a. the WSP Design Certificate Representations, WSP Structural Certificate for Design Representation, Further WSP Structural Design and Construction Representation, WSP Statement of Compliance Representation, were each:
 - 1. false;
 - 2. misleading or deceptive or likely to mislead or deceive;
 - 3. representations made by WSP in contravention of section 18 of the ACL; and
 - b. the WSP Quality of Services Representations, were:
 - 1. misleading or deceptive or likely to mislead or deceive;
 - 2. false;
 - 3. made in connection with the supply or possible supply of services (the Opal Work or alternatively the Opal Design Work);
 - 4. representations made by WSP in contravention of s 29(1) of the ACL.
- ii. Each of the WSP Design Certification 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 was made to Icon.

- iii. Had WSP disclosed to Icon that the Opal Work, or the Opal Design Work did not comply with the BCA, AS3600:2009, legislative requirements, the PPR, the terms of the Consultancy Agreement by reason of the existence of the FC System Defects or the Strength Defects, or alternatively, not made the WSP Design Certification Representations, the WSP Structural Certificate for Design Representation, the Further WSP Structural Design and Construction Certificate Representation, the WSP Statement of Compliance Representation, the WSP Quality of Services Representations (or any of them), then Icon:
1. 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:
 - a. WSP's design of the Opal Tower met the PPR;
 - b. 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
 2. 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;
 3. having ascertained the matters in 2 above, would have:
 - a. 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
 - b. 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 Opal Work was completed before the date for practical completion.

- iv. In reliance on the WSP Design Certification 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 iii(1)-(3) above (or any of them).
- v. Had Icon taken some or any of the steps referred to in (iii) above then:
 - 1. the FC System Defects or the Strength Defects would not have existed within Opal Tower;
 - 2. the Observed Damage would not have occurred;
 - 3. the plaintiffs or the Group Members would not have been evacuated from Opal Tower; and
 - 4. the plaintiffs or the Group Members would not have suffered any loss or damage.

SOPA repeats paragraph 36 above.

Uy Report

Fox Report

135 In that event, SOPA has incurred liability for the loss and damage claimed by the plaintiffs or the Group members at paragraphs 68 and 69 of the Amended List Statement for which WSP is liable to SOPA the ACL.

D. QUESTIONS APPROPRIATE FOR REFERRAL TO A REFEREE

- 1 SOPA considers there are no questions appropriate for referral to a referee at this stage.
- 2 SOPA proposes to further consider what questions (if any) are appropriate for referral after the service of expert evidence.

E. MEDIATION

- 1 The parties have not attempted mediation. SOPA is willing to proceed to mediation at an appropriate time.

SIGNATURE

Signature of legal representative



Capacity

Solicitor

Date of signature

2 July 2021

Annexure A

Item no.	Certification of design for:	Date of certification
1	December 2015	25 December 2015
2	January 2016	25 January 2016
3	February 2016	25 February 2016
4	March 2016	23 March 2016
5	May 2016	24 May 2016
6	June 2016	27 June 2016
7	November 2016	22 November 2016
8	February 2017	23 February 2017
9	March 2017	22 March 2017
10	July 2017	19 July 2017

Annexure B

Drawings Certified in WSP's Design Certificates

Table T1 Drawings – Certification of Design for March 2016

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

S01.011 Rev 1	LOADING PLAN LEVEL 16
S01.012 Rev 1	LOADING PLAN LEVEL 17-25
S01.013 Rev 1	LOADING PLAN LEVEL 26
S01.016 Rev 1	LOADING PLAN LEVEL 35
S01.017 Rev 1	LOADING PLAN LEVEL 36
S01.018 Rev 1	LOADING PLAN LEVEL ROOF
S02.001 Rev 9	SITE RETENTION PLAN
S02.002 Rev 5	SITE RETENTION ELEVATIONS-SHEET 01
S02.003 Rev 5	SITE RETENTION ELEVATIONS-SHEET 02
S02.004 Rev 5	SITE RETENTION ELEVATIONS-SHEET 03
S02.005 Rev 2	SITE RETENTION ELEVATIONS-SHEET 04
S02.006 Rev 1	SITE RETENTION ELEVATIONS-SHEET 05
S02.010 Rev 4	SITE RETENTION DETAILS - SHEET 01
S02.011 Rev 4	SITE RETENTION DETAILS - SHEET 02
S03.001 Rev 2	BASEMENT B3 OVERALL ARRANGEMENT PLAN
S04.001 Rev 1	COLUMN SCHEDULE SHEET 01
S04.002 Rev 1	COLUMN SCHEDULE SHEET 02
S04.003 Rev 1	COLUMN SCHEDULE SHEET 03
S04.004 Rev 1	COLUMN SCHEDULE SHEET 04
S04.005 Rev 1	COLUMN SCHEDULE SHEET 05
S04.006 Rev 1	COLUMN SCHEDULE SHEET 06
S04.007 Rev 1	COLUMN SCHEDULE SHEET 07
S04.008 Rev 1	COLUMN SCHEDULE SHEET 08
S04.009 Rev 1	COLUMN SCHEDULE SHEET 09
S04.010 Rev 1	COLUMN SCHEDULE SHEET 10
S04.011 Rev 1	COLUMN SCHEDULE SHEET 11
S05.001 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 01
S05.002 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 02
S05.003 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 03
S05.004 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 04
S05.005 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 05
S05.006 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 06
S05.007 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 07

S05.010 Rev 2	TYPICAL RC WALL DETAILS - SHEET 01
S06.010 Rev 1	TYPICAL PRECAST WALL DETAILS - SHEET 01
S06.011 Rev 1	TYPICAL PRECAST WALL DETAILS - SHEET 02
S07.001 Rev 1	STAIR ELEVATIONS - SHEET 01
S07.002 Rev 1	STAIR ELEVATIONS - SHEET 02
S07.010 Rev 1	STAIR DETAILS
S09.020 Rev 2	BASEMENT B2 OVERALL ARRANGEMENT PLAN
S09.080 Rev 2	BASEMENT B1 OVERALL ARRANGEMENT PLAN
S09.140 Rev 3	GROUND LEVEL OVERALL ARRANGEMENT PLAN
S09.200 Rev 2	CONCRETE OUTLINE PLAN LEVEL 01
S09.210 Rev 2	CONCRETE OUTLINE PLAN LEVEL 02-03
S09.220 Rev 2	CONCRETE OUTLINE PLAN LEVEL 04
S09.230 Rev 2	CONCRETE OUTLINE PLAN LEVEL 05-09
S09.240 Rev 2	CONCRETE OUTLINE PLAN LEVEL 10
S09.250 Rev 2	CONCRETE OUTLINE PLAN LEVEL 11-15
S09.260 Rev 2	CONCRETE OUTLINE PLAN LEVEL 16
S09.270 Rev 2	CONCRETE OUTLINE PLAN LEVEL 17-25
S09.280 Rev 2	CONCRETE OUTLINE PLAN LEVEL 26
S09.290 Rev 2	CONCRETE OUTLINE PLAN LEVEL 27
S09.300 Rev 2	CONCRETE OUTLINE PLAN LEVEL 28-34
S09.310 Rev 2	CONCRETE OUTLINE PLAN LEVEL 35
S09.320 Rev 2	CONCRETE OUTLINE PLAN LEVEL 36
S09.330 Rev 1	CONCRETE OUTLINE PLAN LEVEL ROOF

Table T1 Drawings – Certification of Design for May 2016

Drawing Number	Title
S00.000 Rev 2	SPLASH SCREEN
S00.001 Rev 6	FACE SHEET & DRAWING INDEX
S00.002	SITE PLAN
S00.003 Rev 6	GENERAL NOTES - SHEET 01
S00.004	GENERAL NOTES - SHEET 02
S00.010 Rev 2	TYPICAL SUSPENDED SLAB DETAILS - SHEET 01
S00.020 Rev 2	POST TENSIONING DETAILS SHEET 01

S00.021 Rev 2	POST TENSIONING DETAIL SHEET 02
S00.030	TYPICAL RC STAIR DETAILS
S00.040 Rev 2	TYPICAL RC COLUMN DETAILS
S00.050 Rev 2	MASONRY DETAILS - SHEET 01
S00.051 Rev 2	MASONRY DETAILS - SHEET 02
S00.052 Rev 2	MASONRY DETAILS SHEET 03
S00.053 Rev 2	EXTERNAL SUSPENDED SLAB DETAILS
S00.060 Rev 2	FOOTING DETAILS
S00.061 Rev 2	FOOTING DETAILS - INSITU
S00.070 Rev 2	SLAB ON GROUND DETAILS - SHEET 01
S00.071 Rev 2	SLAB ON GROUND DETAILS - SHEET 02
S00.072 Rev 1	SLAB ON GROUND (BELOW WATER TABLE) - SHEET 03
S00.080 Rev 1	EXTERNAL SUSPENDED SLAB DETAILS
S00.090 Rev 1	TYPICAL MOVEMENT JOINT DETAILS
S00.100 Rev 2	SUSPENDED SLAB DETAILS - SHEET 01
S00.101 Rev 2	SUSPENDED SLAB DETAILS - SHEET 02
S00.110 Rev 2	SHEAR HEAD DETAILS
S01.001 Rev 1	BASEMENT B3 LOADING PLAN
S01.002 Rev 1	BASEMENT B2 LOADING PLAN
S01.003 Rev 1	BASEMENT B1 LOADING PLAN
S01.004 Rev 1	GROUND LEVEL LOADING PLAN
S01.005 Rev 1	LOADING PLAN LEVEL 01
S01.007 Rev 1	LOADING PLAN LEVEL 04
S01.009 Rev 1	LOADING PLAN LEVEL 10
S01.011 Rev 1	LOADING PLAN LEVEL 16
S01.012 Rev 1	LOADING PLAN LEVEL 17-25
S01.013 Rev 1	LOADING PLAN LEVEL 26
S01.014	LOADING PLAN LEVEL 27
S01.015	LOADING PLAN LEVEL 28-34
S01.016 Rev 1	LOADING PLAN LEVEL 35
S01.017 Rev 1	LOADING PLAN LEVEL 36
S01.018 Rev 1	LOADING PLAN LEVEL ROOF
S02.001 Rev 9	SITE RETENTION PLAN

S02.002 Rev 5	SITE RETENTION ELEVATIONS-SHEET 01
S02.003 Rev 5	SITE RETENTION ELEVATIONS-SHEET 02
S02.004 Rev 5	SITE RETENTION ELEVATIONS-SHEET 03
S02.005 Rev 2	SITE RETENTION ELEVATIONS-SHEET 04
S02.006 Rev 1	SITE RETENTION ELEVATIONS-SHEET 05
S02.007	SITE RETENTION ELEVATIONS-SHEET 06
S02.010 Rev 4	SITE RETENTION DETAILS - SHEET 01
S02.011 Rev 4	SITE RETENTION DETAILS - SHEET 02
S02.050	FOOTING PLAN
S02.051	FOOTING PLAN ZONE 1
S02.052	FOOTING PLAN ZONE 2
S02.053	FOOTING PLAN ZONE 3
S02.060	TOWER CORE FOOTING PART PLAN
S02.065	TOWER CORE FOOTING DETAILS SHEET 1
S03.001 Rev 2	BASEMENT B3 OVERALL ARRANGEMENT PLAN
S03.010	BASEMENT B3 GENERAL ARRANGEMENT PLAN ZONE 1
S03.020	BASEMENT B3 GENERAL ARRANGEMENT PLAN ZONE 2
S03.030	BASEMENT B3 GENERAL ARRANGEMENT PLAN ZONE 3
S04.001 Rev 1	COLUMN SCHEDULE SHEET 01
S04.002 Rev 1	COLUMN SCHEDULE SHEET 02
S04.003 Rev 1	COLUMN SCHEDULE SHEET 03
S04.004 Rev 1	COLUMN SCHEDULE SHEET 04
S04.005 Rev 1	COLUMN SCHEDULE SHEET 05
S04.006 Rev 1	COLUMN SCHEDULE SHEET 06
S04.007 Rev 1	COLUMN SCHEDULE SHEET 07
S04.008 Rev 1	COLUMN SCHEDULE SHEET 08
S04.009 Rev 1	COLUMN SCHEDULE SHEET 09
S04.010 Rev 1	COLUMN SCHEDULE SHEET 10
S04.011 Rev 1	COLUMN SCHEDULE SHEET 11
S05.001 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 01
S05.002 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 02
S05.003 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 03
S05.004 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 04

S05.005 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 05
S05.006 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 06
S05.007 Rev 2	LIFT & STAIR WALL ELEVATIONS SHEET 07
S05.010 Rev 2	TYPICAL RC WALL DETAILS - SHEET 01
S06.001	PRECAST WALL ELEVATION SHEET 01
S06.002	PRECAST WALL ELEVATION SHEET 02
S06.003	PRECAST WALL ELEVATION SHEET 03
S06.004	PRECAST WALL ELEVATION SHEET 04
S06.005	PRECAST WALL ELEVATION SHEET 05
S06.006	PRECAST WALL ELEVATION SHEET 06
S06.010 Rev 1	TYPICAL PRECAST WALL DETAILS - SHEET 01
S06.011 Rev 1	TYPICAL PRECAST WALL DETAILS - SHEET 02
S07.001 Rev 1	STAIR ELEVATIONS - SHEET 01
S07.002 Rev 1	STAIR ELEVATIONS - SHEET 02
S07.010 Rev 1	STAIR DETAILS
S08.001	CARPARK RAMPS PLANS & DETAILS
S08.002	CARPARK RAMPS PLANS & DETAILS SHEET 1
S08.003	CARPARK RAMPS PLANS & DETAILS SHEET 2
S09.020 Rev 2	BASEMENT B2 OVERALL ARRANGEMENT PLAN
S09.021	BASEMENT B2 GENERAL ARRANGEMENT PLAN ZONE 1
S09.022	BASEMENT B2 BOTTOM REINFORCEMENT PLAN ZONE 1
S09.023	BASEMENT B2 TOP REINFORCEMENT PLAN ZONE 1
S09.030	BASEMENT B2 GENERAL ARRANGEMENT PLAN ZONE 2
S09.031	BASEMENT B2 BOTTOM REINFORCEMENT PLAN ZONE 2
S09.032	BASEMENT B2 TOP REINFORCEMENT PLAN ZONE 2
S09.040	BASEMENT B2 GENERAL ARRANGEMENT PLAN ZONE 3
S09.041	BASEMENT B2 BOTTOM REINFORCEMENT PLAN ZONE 3
S09.042	BASEMENT B2 TOP REINFORCEMENT PLAN ZONE 3
S09.045	BASEMENT B2 DETAILS - SHEET 1
S09.080 Rev 2	BASEMENT B1 OVERALL ARRANGEMENT PLAN
S09.081	BASEMENT B1 GENERAL ARRANGEMENT PLAN ZONE 1
S09.082	BASEMENT B1 BOTTOM REINFORCEMENT PLAN ZONE 1
S09.083	BASEMENT B1 TOP REINFORCEMENT PLAN ZONE 1

S09.090	BASEMENT B1 GENERAL ARRANGEMENT PLAN ZONE 2
S09.091	BASEMENT B1 BOTTOM REINFORCEMENT PLAN ZONE 2
S09.092	BASEMENT B1 TOP REINFORCEMENT PLAN ZONE 2
S09.100	BASEMENT B1 GENERAL ARRANGEMENT PLAN ZONE 3
S09.101	BASEMENT B1 BOTTOM REINFORCEMENT PLAN ZONE 3
S09.102	BASEMENT B1 TOP REINFORCEMENT PLAN ZONE 3
S09.105	BASEMENT B1 DETAILS - SHEET 1
S09.140 Rev 3	GROUND LEVEL OVERALL ARRANGEMENT PLAN
S09.141	GROUND LEVEL GENERAL ARRANGEMENT PLAN ZONE 1
S09.142	GROUND LEVEL BOTTOM REINFORCEMENT PLAN ZONE 1
S09.143	GROUND LEVEL TOP REINFORCEMENT PLAN ZONE 1
S09.150	GROUND LEVEL GENERAL ARRANGEMENT PLAN ZONE 2
S09.151	GROUND LEVEL BOTTOM REINFORCEMENT PLAN ZONE 2
S09.152	GROUND LEVEL TOP REINFORCEMENT PLAN ZONE 2
S09.160	GROUND LEVEL GENERAL ARRANGEMENT PLAN ZONE 3
S09.161	GROUND LEVEL BOTTOM REINFORCEMENT PLAN ZONE 3
S09.162	GROUND LEVEL TOP REINFORCEMENT PLAN ZONE 3
S09.165	GROUND LEVEL DETAILS - SHEET 1
S09.200 Rev 2	CONCRETE OUTLINE PLAN LEVEL 01
S09.201	LEVEL 01 BOTTOM REINFORCEMENT PLAN
S09.202	LEVEL 01 TOP REINFORCEMENT PLAN
S09.203	LEVEL 01 DETAILS - SHEET 1
S09.210 Rev 2	CONCRETE OUTLINE PLAN LEVEL 02-03
S09.211	LEVEL 02-03 BOTTOM REINFORCEMENT PLAN
S09.212	LEVEL 02-03 TOP REINFORCEMENT PLAN
S09.213	LEVEL 02-03 DETAILS - SHEET 1
S09.220 Rev 2	CONCRETE OUTLINE PLAN LEVEL 04
S09.221	LEVEL 04 BOTTOM REINFORCEMENT PLAN
S09.222	LEVEL 04 TOP REINFORCEMENT PLAN
S09.223	LEVEL 04 DETAILS - SHEET 1
S09.230 Rev 2	CONCRETE OUTLINE PLAN LEVEL 05-09
S09.231	LEVEL 05-09 BOTTOM REINFORCEMENT PLAN
S09.232	LEVEL 05-09 TOP REINFORCEMENT PLAN

S09.233	LEVEL 05-09 DETAILS - SHEET 1
S09.240 Rev 2	CONCRETE OUTLINE PLAN LEVEL 10
S09.250 Rev 2	CONCRETE OUTLINE PLAN LEVEL 11-15
S09.260 Rev 2	CONCRETE OUTLINE PLAN LEVEL 16
S09.270 Rev 2	CONCRETE OUTLINE PLAN LEVEL 17-25
S09.280 Rev 2	CONCRETE OUTLINE PLAN LEVEL 26
S09.290 Rev 2	CONCRETE OUTLINE PLAN LEVEL 27
S09.300 Rev 2	CONCRETE OUTLINE PLAN LEVEL 28-34
S09.310 Rev 2	CONCRETE OUTLINE PLAN LEVEL 35
S09.320 Rev 2	CONCRETE OUTLINE PLAN LEVEL 36
S09.330 Rev 1	CONCRETE OUTLINE PLAN LEVEL ROOF
S10.001	RETENTION TANK
S1000.001	MATERIAL RATES

Annexure C

Drawings Certified by WSP around 28 June 2016

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