

SUPREME COURT OF QUEENSLAND

REGISTRY: BRISBANE

NUMBER: 4023/23

IN THE MATTER OF: PCA (QLD) PTY LTD (SUBJECT TO A DEED OF
COMPANY ARRANGEMENT)

ACN: 141 148 245

Applicants: Destination Brisbane Consortium Integrated Resort
Operations Pty Ltd as trustee for The Destination
Brisbane Consortium Integrated Resort Operating
Trust and another according to the attached schedule

AND

Respondents: PCA (Qld) Pty Ltd (subject to Deed of Company
Arrangement) ACN 141 148 245 and others according
to the attached schedule

AFFIDAVIT OF CORIN EILEEN MORCOM
AFFIRMED ON 10 APRIL 2024

I, **CORIN EILEEN MORCOM** of 480 Queen Street, Brisbane in the State of Queensland,
solemnly and sincerely affirm and declare:

1. I am acting for the fourth respondents (the **Co-Owners**) and have day-to-day carriage
of this matter on behalf of the Co-Owners.
2. The facts set out in this affidavit are within my own knowledge, except where otherwise
stated, in which case they are based on information and belief.
3. Certain documents that I refer to in this affidavit have been exhibited to an affidavit I
affirmed on 20 October 2023 in Supreme Court of Queensland matter 13331 of 2023.
That affidavit is exhibited to the Second Affidavit of David Michael Orr sworn on 15
December 2023 (**Second Orr Affidavit**) in these proceedings.

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Deponent

Witness

Ellen Louise Stower

Solicitor

Affidavit

Filed on behalf of: the first fourth and second fourth respondent

Form 46 Version 2, approved on 25 August 2022

Uniform Civil Procedure Rules 1999

Rule 431

ASRB 809327591v2 120994226

Allens

Level 26

480 Queen Street

Brisbane QLD 4000

Tel (07) 3334 3000

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Ref

4. In each case, the particular document exhibited is produced and shown to me and marked as I have described at the time of making my affidavit.
5. References in this affidavit to the **Administrators** are references to Sal Algeri, Jason Tracy, Matt Donnelly and David Orr of Deloitte as the joint and several voluntary administrators of Probuild Constructions (Aust) Pty Ltd (ACN 095 250 945) (**Probuild**) who, upon execution of the Deed of Company Arrangement (**DOCA**), became the deed administrators of Probuild.
6. Nothing that I say or to which I refer in this affidavit is intended to waive legal professional privilege in any matter or document, nor do I have any authority or instructions to waive such privilege. To the extent that anything in this affidavit may be construed as involving a waiver of privilege, I withdraw and do not rely on that part of the affidavit.
7. This affidavit is filed in support of the Co-Owners' submissions in support of the applicant's amended originating application and in opposition to the second respondents' amended interlocutory application filed in these proceedings.

A. Background to the Proceedings

A1. Co-Owners

8. The Co-Owners are the owners of the land and buildings located at Heaths Road, Hoppers Crossing Victorian, otherwise known as the Pacific Werribee Shopping Centre (Lot 1 on Plan of Subdivision 721777M) (**Pacific Werribee**).
9. QIC Werribee Pty Ltd in its capacity as trustee for the QIC Werribee Trust (**QIC**) acquired a 50% interest in Pacific Werribee on or around 19 February 2018 from Wadren Pty Ltd in its capacity as trustee for the Hoppers Crossing Unit Trust (**Wadren**). Prior to this time, at all relevant times Wadren owned 100% of Pacific Werribee.

A2. The Defects

10. On or about 21 March 2014, Wadren entered into an agreement with Probuild titled the "Werribee Plaza Shopping Centre Design and Construction Contract" (the **Contract**).
11. Pursuant to the Contract, Probuild agreed to undertake the "Stage 7 Works", which commenced in 2014 and reached practical completion in 2017.


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12. The Co-Owners subsequently identified significant and wide-ranging defects in the Stage 7 Works carried out by Probuild.
13. The Co-Owners issued a notification of claim in relation to certain defects to Probuild by letter dated 10 October 2019 (**Notification of Claim**). A copy of the Notification of Claim is exhibited to the Second Orr Affidavit from page 385 - 388.
14. The Co-Owners obtained reports prepared by MPN Group regarding structural defects dated 25 September 2019 and 7 September 2021. These reports identify various structural defects including:
- (a) the failure to design and construct the Stage 7 Works to withstand earthquake actions; and
 - (b) errors in the design and construction of the corbel (or movement) joints in the Stage 7 Works,
- (together, the **Structural Defects**). A copy of the reports prepared by MPN Group are exhibited to the Second Orr Affidavit at pages 389 – 486 and 487 – 580 respectively.
15. In addition to the Structural Defects, at section 3 and Annexure E of their report dated 7 September 2021, MPN Group also identified particular design and construction defects in the Stage 7 Works (**Other Defects**).
16. The Co-Owners also obtained a report by Kusch Consulting Engineers dated 15 June 2021, which identifies various defects in the non-structural services installed as part of the Stage 7 Works (**Non-structural Defects**). The Kusch Consulting Engineers Report is exhibited to the Second Orr Affidavit at pages 585 – 665.
17. In respect of the Structural Defects, Other Defects and Non-structural Defects (together, the **Defects**), I am instructed by the Co-Owners that the current:
- (a) anticipated total cost of the temporary make safe measures and the permanent rectification works and associated costs is in excess of \$235,000,000; and
 - (b) anticipated losses consequent upon the defects and/or rectification work are estimated to be between \$75,000,000 and \$100,000,000,

totalling between \$310,000,000 and \$335,000,000.

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18. I am instructed that additional losses have or will be suffered by the Co-Owners by reason of, among other things, defects associated with future proofing works. These losses have not yet been quantified.
19. Identification of other defects relating to the Stage 7 Works remains ongoing. The amounts identified do not represent the maximum costs that the Co-Owners may incur, but represent only an indicative calculation of costs relating to the categories identified above.

A3. The Substantive Proceedings

20. On 14 March 2023, pursuant to leave granted by Associate Justice Matthews, Wadren and QIC filed a writ on which was indorsed a claim against Probuild (amongst others) in Supreme Court of Victoria matter S ECI 2023 00960 for:

- (a) breaches of the Contract;
- (b) loss recoverable under contractual indemnities; and
- (c) misleading or deceptive conduct,

associated with the Structural Defects (the **Substantive Proceedings**).

21. The writ in the Substantive Proceedings was served on Probuild on 10 October 2023, and is exhibited to the Second Orr Affidavit at tab 3 of DMO-02 at pages 216 – 273.
22. The Statement of Claim was filed on 26 October 2023, and an Amended Statement of Claim was filed on 19 December 2023. A copy of the Amended Statement of Claim filed by the Co-Owners on 19 December 2023 is exhibited hereto and marked "**CEM-1**".
23. The first, third and fourth defendants filed their respective defences in the Substantive Proceeding on 29 February 2024. The second and fifth defendants filed a concise statement of defence on 21 March 2024.

B. Co-Owners' knowledge of Probuild's insurance position

B1. Correspondence with Probuild

24. By letter dated 7 June 2021, the Co-Owners requested that Probuild provide:

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" ...

- 2 *a certificate of currency relating to Probuild's professional indemnity insurance policy that was current at the date Wadren first notified Probuild of the Dispute, being October 2019;*
- 3 *details of any excess professional indemnity insurance policies held by Probuild as at October 2019, that may respond to the Claim."*

25. The letter dated 7 June 2021 is exhibited to the Second Orr Affidavit at pages 742 – 745.

26. By letter dated 15 June 2021, in response to this request, Probuild:

- (a) provided a certificate of placement for Probuild's professional indemnity insurance policy covering the period of insurance from 30 June 2019 to 30 June 2020, which identified policy number AU000179PI (the **AIG Australia Policy**);
- (b) failed to provide details of any excess professional indemnity insurance policies held by Probuild (**Excess Policies**), including the identity of such insurers (**Excess Insurers**).

27. The letter dated 15 June 2021 and the enclosed certificate of placement are exhibited to the Second Orr Affidavit at pages 746 – 747 and 748 – 749 respectively.

28. The certificate of placement identifies the "Insurers" as being "A Panel of Insurers led by AIG Australia Limited".

29. By letter dated 26 May 2022, the Co-Owners sent a letter to Probuild's insurers, copied to the Administrators, requesting provision of:

- (a) in respect of the AIG Australia Policy:
 - (i) confirmation that the Co-Owners' claim was notified to the insurers in the 2019/2020 policy year;
 - (ii) a copy of Probuild's notification of the claim to its insurers;



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Witness

- (iii) a copy of any confirmation from the insurers of indemnity or any denial of indemnity (if that is the case);
 - (iv) the relevant AIG Australia Policy itself; and
 - (v) the details of all insurers under the policy;
 - (vi) details of any Excess Policies held by Probuild in the relevant year that respond to the matters referred to in the Notification of Claim or pursuant to which indemnity has been denied (if that is the case), including the details of all insurers under those policy/ies and copies of:
 - (A) certificate/s of currency;
 - (B) Probuild's notifications of the claim to its Excess Insurers;
 - (C) confirmation from any Excess Insurer/s of indemnity or any denial of indemnity (if that is the case); and
 - (D) the relevant Excess Policy/ies;
 - (b) confirmation of whether any other claims have been made upon the applicable professional indemnity insurance policy/ies, including details of any settlements of such claims (the **Past Claim Documents**).
30. A copy of the letter dated 26 May 2022 is exhibited to the Second Orr Affidavit at pages 750 – 752.
31. By letter dated 3 June 2022, the Administrators relevantly advised (in response to the request in the Co-Owners' letter of 26 May 2022):

"1 The Administrators are not at liberty to voluntarily disclose the requested Documents.

2 Many of the requests are for information (rather than documents) and the Administrators do not consider that they are at liberty to respond to such requests."


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32. A copy of the letter dated 3 June 2022 is exhibited to the Second Orr Affidavit at pages 753 – 754.
33. By letter dated 4 November 2022, the Co-Owners requested that the Administrators provide copies of the certificates of currency relating to Probuild's professional indemnity insurance policy for the 2020 to 2022 policy years.
34. A copy of the letter dated 4 November 2022 is exhibited to the Second Orr Affidavit at page 755.
35. On 9 November 2022, the Administrators sent a letter enclosing three certificates of currency relating to Probuild's professional indemnity insurance policy for the 2020 to 2022 policy years, dated 11 July 2019, 22 July 2020 and 25 June 2021 respectively.
36. A copy of the letter dated 9 November 2022 and the certificates of currency for the 2019 to 2022 policy years are exhibited to the Second Orr Affidavit at pages 756 – 762.

B2. Correspondence with AIG

37. On 26 May 2022, the Co-Owners requested the documents and information referred to in paragraph 29 above from Probuild's insurers, AIG Australia Limited (**AIG**) and its co-insurers. A copy of the letter dated 26 May 2022 is exhibited to the Second Orr Affidavit at pages 750 – 752.
38. By letter dated 3 June 2022, AIG and its co-insurers declined to provide any of the requested information and documents. A copy of the letter dated 3 June 2022 is exhibited to the Second Orr Affidavit at pages 763 – 764.
39. On 12 October 2022, I received, on behalf of the Co-Owners, a letter by way of email from AIG, which provided notice that:

(a) the primary layer insurers for the professional indemnity insurance policies which insure Probuild (**Primary PI Policies**) for the 2019-2022 (inclusive) policy years are:

(i) AIG;

(ii) Starr Underwriting Agents Limited (**Starr**) for an on behalf of Lloyd's Underwriter Syndicate No. 1919 CVS; and

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(iii) HCC International Insurance Company PLC (**HCC**);

(the **Primary PI Insurers**);

- (b) AIG has not made any unconditional grant of indemnity to Probuild under any of the AIG policies in respect of the Co-Owners' claim (as defined therein);
- (c) as at 12 October 2022, the limits of indemnity under the AIG policies had not been exhausted;
- (d) AIG is not in possession, custody or control of any notifications that Probuild may have made to Starr or HCC or Excess Insurers;
- (e) AIG consented to making preliminary discovery of the AIG policies and the written notifications made by Probuild to AIG under the AIG policies in respect of certain defects;
- (f) AIG refused to give preliminary discovery of certain other documents which had been previously requested.

40. A copy of that correspondence dated 12 October 2022 is exhibited to the Second Orr Affidavit at pages 765 – 767.

B5. Preliminary Discovery Application

41. On 27 September 2022, the Co-Owners filed an Originating Motion in matter S ECI 2022 03803 against AIG and Probuild seeking preliminary discovery. The Originating Motion was subsequently amended. The Co-Owners sought by way of preliminary discovery, inter alia:

(a) from Probuild:

- (i) all documents requested in the Co-Owners' letter to AIG and the Administrators dated 26 May 2022, set out in paragraph 29 above;
- (ii) all documents relating to the identity or description of the AIG co-insurers and any other professional indemnity insurer;

(b) from AIG:

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- (i) all documents set out in paragraph 29(a) above;
- (ii) all documents relating to the Past Claim Documents;
- (iii) all documents relating to the identity or description of the AIG co-insurers,

for the 2019-2022 policy years.


42. A copy of the amended Originating Motion dated 9 March 2023 is exhibited to the Second Orr Affidavit at pages 816 – 820.

43. On 22 August 2023, Associate Judge Barrett made Orders that:


- (a) Probuild make discovery to the Co-Owners of the Excess Policies for the 2019-2022 policy years;
- (b) AIG make discovery to the Co-Owners of the:
 - (i) the Primary PI Policies for the 2019-2022 policy years;
 - (ii) the written notifications made by Probuild to the Primary PI Insurers for the policy year 30 June 2019 to 30 June 2020 in respect of:
 - (A) the Notification of Claim (as defined in paragraph 13 above);
 - (B) the Structural Defects (as defined in paragraph 14 above); and
 - (C) the Non-Structural Defects (as defined in paragraph 16 above);
- (c) AIG make discovery to Wadren of all documents (including letters, emails, faxes, file notes and other written communications, whether electronic or hard copy) comprising confirmation of indemnity or denial of indemnity from the Primary PI Insurers in respect of the Primary PI Policies (**Confirmation of Indemnity Documents**) for the period 30 June 2019 to 30 June 2020,

(the **Orders**).

44. A copy of the Orders made by Associate Judge Barrett on 22 August 2023 is exhibited to the Second Orr Affidavit at pages 821 – 827.



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45. On 22 August 2023, Probuild produced the documents it was ordered to produce pursuant to the Orders.
46. On 24 August 2023, AIG produced the Primary PI Policies referred to in paragraph 62(b)(i) above.
47. On 11 September 2023, AIG produced the remaining documents it was ordered to produce pursuant to the Orders.
48. The use of the documents referred to in paragraphs 45 - 47 is governed by a court-ordered confidentiality undertaking annexed to the orders of Barrett AsJ dated 22 August 2023.
49. On 5 September 2023, the Co-Owners served on AIG a Notice of Appeal of parts of the decisions of Associate Judge Barrett, which were given effect by the Orders (***Appeal***). By the Appeal, the Co-Owners seek that, as well as the documents it was ordered to discover by way of the Orders, AIG also make discovery:

(a) to both the Co-Owners of:

- (i) the written notifications made by Probuild to the Primary PI Insurers under the Primary PI Policies for the 2020-2022 (inclusive) policy years for the:
 - (A) Notification of Claim;
 - (B) Structural Defects;
 - (C) Non-Structural Defects; and
 - (D) Other Defects;
- (ii) confirmation of whether any claims have been made upon the applicable Primary PI Policies, including details of any settlements of such claims for the 2019-2022 (inclusive) policy years;
- (iii) Confirmation of Indemnity Documents for the 2020-2022 (inclusive) policy years;



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(b) to QIC of:

(i) Confirmation of Indemnity Documents for the 2019-2020 policy years.

50. The Appeal was heard before Justice Sloss on 21 February 2024. Her Honour reserved her decision. As at the date of making this affidavit, no judgement has been delivered in respect of the Appeal.

B4. Requests and Application made pursuant to the Insolvency Practice Schedule

51. The Co-Owners have made written requests to the Administrators for documents pursuant to section 70-45 of the Insolvency Practice Schedule, being Schedule 2 to the Corporations Act (Cth) (*IPS*).

52. By letter dated 31 May 2022, the Co-Owners made a request to the Administrators for the documents requested in the letter dated 26 May 2022 (which is referred to in paragraph 29 above). A copy of the letter dated 31 May 2022 is exhibited to the Second Orr Affidavit at pages 803 – 804.

53. By a letter dated 3 June 2022, the Administrators refused the request on the basis that they were not satisfied that the Applicants were creditors of Probuild and therefore entitled to make a request pursuant to section 70-45 of the IPS. A copy of the letter dated 3 June 2022 is exhibited to the Second Orr Affidavit at pages 805 – 806.

54. By letter dated 8 March 2023, the Co-Owners renewed the request made pursuant to section 70-45 of the IPS on 31 May 2022 (set out in paragraph 52 above). A copy of the letter dated 8 March 2023 is exhibited to the Second Orr Affidavit at pages 807 – 808.

55. By letter dated 5 September 2023, the Co-Owners requested, inter alia, the following documents and information pursuant to section 70-45 of the IPS. The requests in subparagraphs (a) to (f)(i) below were made by the Co-Owners. The request in subparagraph (f)(ii) below was made by the QIC only.

(a) In respect of the Primary PI Policies issued by the Primary PI Insurers covering the 30 June 2020 to 30 June 2022 policy years, a copy of any notification made by Probuild in respect of:

- (i) the Notification of Claim (as defined in paragraph 13 above);
 - (ii) the Structural Defects (as defined in paragraph 14 above);
 - (iii) the Non-structural defects (as defined in paragraph 16 above); and
 - (iv) the Other Defects (as defined in paragraph 15 above),
- (collectively, the **Claims**).

(b) In respect of the Excess Policies during the policy years 30 June 2019 to 30 June 2022, copies of any notification of the Claims to the Excess Insurers under those policies.

(c) Confirmation of the remaining limit of indemnity or the extent to which the limit of indemnity on each policy has been exhausted in respect of each of:

- (i) the policies referred to in paragraphs 55(a) and 55(b); and
- (ii) the professional indemnity insurance policy issued by the Primary PI Insurers which insured Probuild covering the 30 June 2019 to 30 June 2020 policy year,

(collectively, the **Relevant Policies**).

(d) Confirmation of whether any other claims have been made upon any of the Relevant Policies and the details of any settlements of such claims.

(e) Copies of any correspondence between Probuild or its Administrators and any relevant insurer in relation to the remaining limit of indemnity on each of the Relevant Policies.

(f) Copies of any correspondence between Probuild or its Administrators and any relevant insurer in relation to the grant or denial of indemnity, and the conditions imposed on any grant of indemnity, in respect of the Claims under:

- (i) the policies referred to in subparagraphs (a) and (b); and
- (ii) the Primary PI Policy for the period 30 June 2019 to 30 June 2020.



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56. A copy of the letter dated 5 September 2023 is exhibited to the Second Orr Affidavit at pages 809 – 811.
57. On 11 September 2023, the Administrators sent a response to the Co-Owners advising:
- (a) the Administrators accept that the Applicants may be creditors of Probuild and as such may be entitled to make a request pursuant to s 75-40 of the IPS;
 - (b) denied the request referred to in paragraph 55 on the basis that they considered that complying would:
 - (i) be a breach of their duties (s 75-40(2)(b) of the IPS); and/or
 - (ii) not be reasonable (s 75-40(2)(c) of the IPS) because:
 - (A) complying might substantially prejudice the interests of one or more creditors or a third party and that prejudice outweighs the benefits of complying with the request (s 70-15(2)(a) of the IPS); and/or
 - (B) disclosure of the requested documents may found an action for breach of confidence (s 70-15(2)(c) IPR);
 - (c) an application by the Co-Owners for a Court order under section 600K of the Corporations Act and section 70-90 of the IPS for production of the requested documents is appropriate in the circumstances;
 - (d) the Administrators' position in respect of such an application is that:
 - (i) the Administrators do not intend to incur costs in defending such an application; and
 - (ii) the Administrators will comply with any order made compelling production of the requested documents subject to the Applicants meeting the Administrators' reasonable costs of compliance and executing a confidentiality regime.
58. A copy of the letter dated 11 September 2023 is exhibited to the Second Orr Affidavit at pages 812 – 814.



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59. By letter dated 17 October 2023, Allens requested that KWM articulate the basis upon which its clients had come to the conclusions set out in paragraph 54(b)(ii) above. No substantive response was received to that letter.
60. A copy of the letter dated 17 October 2023 is exhibited to the Second Orr Affidavit at page 815.
61. On 20 October 2023, the Co-Owners filed an application against the Administrators and Probuild respectively pursuant to section 600K of the Corporations Act and section 70-90 of the IPS seeking certain documents or alternatively, information. Exhibited hereto and marked "**CEM-2**" is a copy of the Co-Owners' application (***IPS Proceedings***).
62. I have read the Second Orr Affidavit. Paragraphs 32(c) to (g) of that affidavit summarise the IPS Proceedings.
63. The final hearing of the IPS Proceedings was heard on 20 November 2023 before Justice Brown. Her Honour reserved her judgment. As at the date of my affidavit, judgment remains reserved.

C. Probuild DOCA

C1. The Co-Owners' Position

64. The Co-Owners are creditors of the Pool C Fund (as defined in the DOCA). As at the date of this affidavit, the Administrators have not called for proofs of debt from creditors of the Pool C Fund and the Co-Owners have not submitted a proof of debt to the Administrators.
65. The quantum of any proof of debt that the Co-Owners may submit is not yet certain, with indicative numbers set out in paragraph 17 of this affidavit. Should the Co-Owners obtain any proceeds of contracts of insurance pursuant to section 562 of the Corporations Act (as incorporated into the DOCA), which are insufficient to satisfy the claim in full, then pursuant to section 562(2) (as incorporated), the Co-Owners will still have a claim against Probuild with the quantum of the claim reduced commensurately.
66. As the DOCA provides that Pool C creditors will be paid on a pro rata basis, the quantum of the Co-Owners' claim will affect the amounts required to be distributed to all other Pool C creditors. Should distributions be made from Pool C prior to the

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quantum of the Co-Owners' claim being ascertained, there is a risk that the Co-Owners or other Pool C creditors will be underpaid or overpaid relative to their proper entitlements on a pro-rata basis.

67. As the Co-Owners have not submitted a proof of debt, the Administrators have not been required to make any determination on the Co-Owners' claim. However, I make the following observations:

- (a) the Co-Owners' claim is highly complex and is likely to involve significant lay and expert evidence;
- (b) prior to Probuild entering into voluntary administration, substantial correspondence was exchanged between the parties. During that time neither Probuild, nor any insurer, admitted liability in respect of the claim, whether in part or in full;
- (c) I expect that, in considering any claim by the Co-Owners, the Administrators will seek to avoid taking any step that may be said to constitute an admission of liability by Probuild, to thereby avoid a risk of depleting assets that would otherwise be available to Probuild's creditors, in this case being the proceeds of the insurance policy available to the Co-Owners.

68. On 1 June 2023, the Administrators issued a circular to creditors in which they advised, inter alia:

- (a) an application to deregister the companies which are subject to the DOCA cannot be made where the company is the subject of legal proceedings;
- (b) the final distribution of the Pool C and Pool D Funds will require any outstanding litigation against the Deed Companies to be determined so final distributions can be calculated.

69. A copy of the circular to creditors dated 1 June 2023 is exhibited to the first Affidavit of David Michael Orr sworn on 7 June 2023 at Tab 21 of Exhibit DMO-1, being pages 724 – 790.

70. In light of the above matters, I consider that:



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- (a) the Administrators may apply to the Court for directions or judicial advice in respect of a determination on any proof of debt submitted by the Co-Owners;
- (b) if any proof of debt submitted by the Co-Owners is rejected by the Administrators, the Co-Owners may appeal that determination to the Court;
- (c) the Administrators may opt to defer any distribution from Pool C (or the Co-owners may take steps to stay any such distribution) until such time as the quantum of the Co-Owners' claim is ascertainable.

71. Should it be necessary for the Court to rule on any proof of debt submitted by the Co-Owners, there is the potential that there will be multiple overlapping proceedings, including:

- (a) the Substantive Proceedings commenced by the Co-Owners against Probuild (under the control of the Administrators) and other respondents; and
- (b) a set of proceedings involving only the Co-Owners and the Administrators, concerning the proof of debt that relates to the claims identified in this affidavit (the ***Proof of Debt Proceedings***).

72. That may give rise to a number of issues including:

- (a) inconsistent findings between the proceedings;
- (b) additional costs being incurred by the Co-Owners and the Administrators as a result of duplication between the proceedings;
- (c) depletion of the assets of Probuild, as a result of the additional costs to be incurred;
- (d) the Primary PI Insurers and Excess Insurers not being bound by the outcome of the Proof of Debt Proceedings, despite their liability (if any) being directly relevant to the Co-Owners' entitlements under the DOCA;
- (e) as a consequence of (d), resolution of the Proof of Debt Proceedings may not, by itself, enable distributions to be made from Pool C and enable the Administrators to complete the DOCA; and

Deponent

Witness

- (f) consequently, it may be appropriate for the Proof of Debt Proceedings to be stayed pending resolution of the Substantive Proceedings.

73. Based on the matters set out above:

- (a) if the Administrators admit the claim, any distribution to any creditor from Pool C may still be deferred until the Co-Owners have received all entitlements pursuant to section 562 of the Corporations Act (as incorporated into the DOCA);
- (b) the Administrators may not be prepared to admit the Co-Owners' claim against Probuild and therefore recognise the Co-Owners as creditors, until the earlier of:
- (i) all relevant insurers consent to the admission of the claim; or
- (ii) a court judgment in respect of the claim against Probuild and other respondents, and determination of any question of the liability of the Primary PI Insurers and the Excess Insurers to indemnify Probuild in respect of that claim;
- (c) if the Administrators do not admit the Co-Owners' proof of debt and it is appealed by the Co-Owners, or the Administrators seek directions or judicial advice on the proof of debt, any determination by the Court may be stayed pending finalisation of the Co-Owners' claim against Probuild and the other matters referred to in paragraph 73(b)(ii).

74. As a result, it is likely that the Co-Owners' claim against Probuild, and the other matters referred to in paragraph 73(b)(ii), will need to be finalised before distributions from Pool C may be made and the DOCA effectuated.

75. The contents of this affidavit are true, except where they are stated on the basis of information and belief, in which case they are true to the best of my knowledge.


Deponent


Witness

I understand that a person who provides a false matter in an affidavit commits an offence.

AFFIRMED by CORIN EILEEN
MORCOM at Brisbane in the State
of Queensland



Deponent

Date: 10 April 2024

BEFORE ME:

Solicitor



Witness

Date: 10 April 2024

Ellen Louise Stower
Solicitor

SUPREME COURT OF QUEENSLAND

REGISTRY: BRISBANE

NUMBER: 4023/23

**IN THE MATTER OF PCA (QLD) PTY LTD (SUBJECT TO A DEED OF COMPANY
ARRANGEMENT) ACN 141 148 245**

SCHEDULE OF PARTIES

First First Applicant:	Destination Brisbane Consortium Integrated Resort Operations Pty Ltd as trustee for The Destination Brisbane Consortium Integrated Resort Operating Trust
Second First Applicant:	QWB Residential Precinct Operations Pty Ltd as trustee for the QWB Residential Precinct Operations Trust
	AND
First Respondent:	PCA (Qld) Pty Ltd (subject to Deed of Company Arrangement) ACN 141 148 245
	AND
Second Respondent:	Salvatore Algeri, Jason Tracy, David Orr and Matt Donnelly in their capacities as joint and several administrators of the Deed Companies
	AND
Third Respondent:	Dexus Funds Limited as trustee of the Dexus Martin Place Trust
	AND
First Fourth Respondent:	Wadren Pty Ltd in its capacity as trustee for the Hoppers Crossing Unit Trust
Second Fourth Respondent:	QIC Werribee Pty Ltd as trustee for the QIC Werribee Trust
	AND
Fifth Respondent:	WBHO Construction (Pty) Limited
	AND
Sixth Respondent	Cbus Property Brisbane Pty Ltd

CERTIFICATE OF EXHIBITS

These are the exhibits now produced and shown to **CORIN EILEEN MORCOM** at the time of affirming the person's affidavit on 10 April 2024:

Exhibit No.	Document Name	Date	Page No.
CEM-1	Amended Statement of Claim	19 December 2023	1 – 202
CEM-22	Co-Owners' application against the Administrators and Probuild	20 October 2023	203 - 211

Deponent

Solicitor

Deponent

Witness

CEM-1



IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
TECHNOLOGY, ENGINEERING AND CONSTRUCTION LIST

S CI 2023 00960

Case: S ECI 2023 00960

Filed on: 19/12/2023 03:02 PM

B E T W E E N

WADREN PTY LTD (ACN 005 537 235) IN ITS CAPACITY AS TRUSTEE FOR THE
HOPPERS CROSSING UNIT TRUST (ABN 83 405 769 465) AND QIC WERRIBEE PTY
LTD (ACN 624 121 204) AS TRUSTEE FOR THE QIC WERRIBEE TRUST (ABN 76 994
021 211)

Plaintiffs

and

PROBUILD CONSTRUCTIONS (AUST) PTY LTD (SUBJECT TO A DEED OF COMPANY
ARRANGEMENT) (ACN 095 250 945)

First defendant

AND OTHERS (ACCORDING TO SCHEDULE 1)

AMENDED STATEMENT OF CLAIM

Filed pursuant to rule 36.04(1)(a) Supreme Court (General Civil Procedure) Rules 2015 (Vic)

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Filed on behalf of: the plaintiffs

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PART I – GENERAL

- 1A. Terms defined in this statement of claim have been listed, along with references to where those terms have been defined, in Schedule 11.

A Parties

1. The first plaintiff (**Wadren**) is, and at all material times was:
 - (a) a corporation duly incorporated under the *Corporations Act 2001* (Cth);
 - (b) capable of suing and being sued in its own name; and
 - (c) the trustee of the Hoppers Crossing Unit Trust.
2. The second plaintiff (**QIC**) is, and at all material times was:
 - (a) a corporation duly incorporated under the *Corporations Act 2001* (Cth);
 - (b) capable of suing and being sued in its own name; and
 - (c) the trustee of the QIC Werribee Trust.
3. The first defendant (**Probuild**) is, and at all material times was:
 - (a) a corporation duly incorporated under the *Corporations Act 2001* (Cth);
 - (b) capable of suing and being sued in its own name; and
 - (c) engaged in the business of, among other things, designing and constructing buildings including shopping centres.
4. On 23 February 2022, the following persons were appointed as administrators of Probuild:
 - (a) David Michael Orr;
 - (b) Salvatore Algeri;
 - (c) Jason Mark Tracy; and
 - (d) Matthew James Donnelly.
5. On 21 July 2022, the persons listed in paragraph 4 above were appointed as deed administrators of a deed of company arrangement for Probuild.
6. The second defendant (**Calibre**):
 - (a) from 27 April 2023 is known as Egis Consulting Vic Pty Ltd;

- (b) was formerly known as Calibre Consulting (Melb) Pty Ltd, Brown and Tomkinson Pty Ltd and Brown Consulting (Vic) Pty Ltd; and
- (c) is, and at all material times was:
 - (i) a corporation duly incorporated under the *Corporations Act 2001* (Cth);
 - (ii) capable of suing and being sued in its own name; and
 - (iii) engaged in the business of providing structural and civil engineering services.

7. The fifth defendant (**Cesarello**):

- (a) is a natural person;
- (b) was, from at least April 2010 until about 2017, employed by Calibre as a senior structural engineer, in the management role of Manager Structures; and
- (c) was Calibre's representative for the purposes of the Calibre Consultant Agreement (defined in paragraph 15 below).

8. The third defendant (**Gardner**) is, and at all material times was:

- (a) a corporation duly incorporated under the *Corporations Act 2001* (Cth);
- (b) capable of suing and being sued in its own name; and
- (c) engaged in the business of providing building surveying services.

9. The fourth defendant (**Slatter**):

- (a) is a natural person; and
- (b) is, and at all material times was:
 - (i) a registered building surveyor with the Victorian Building Authority (formerly known as the Victorian Building Commission) with registration number BS-U 1162;
 - (ii) employed by Gardner as a registered building surveyor; and
 - (iii) a director of Gardner.

B The Centre

10. Pacific Werribee (the **Centre**) is a regional shopping centre located on land:

- (a) particularly described as Lot 1 on Survey Plan PS 721777M, being the land on the north-west corner of Derrimut Road and Heaths Road in Werribee in the state of Victoria;
 - (b) which up until February 2018 was owned by Wadren; and,
 - (c) after February 2018 has been owned by Wadren and QIC.
- 11. The Centre was originally developed by Wadren prior to 2011.
- 12. In approximately 2010, Wadren engaged:
 - (a) Buchan Laird & Bawden (Vic) Pty Ltd, a firm of architects, to prepare development plans for the staged expansion of the Centre; and
 - (b) Calibre to prepare the structural design for the staged expansion of the Centre.
- 13. The development plans and structural design referred to in paragraph 12 44 were part of the expansion of the Centre, and included the development of:
 - (a) one building along the south of the Centre:
 - (i) consisting of up to two suspended concrete floor levels comprised of prestressed concrete band beams and slabs supported by reinforced concrete columns bearing on pad footings;
 - (ii) with loadbearing precast concrete walls on the western and northern edges of the building;
 - (iii) containing:
 - (A) the southern car park, running from west to east along the southernmost end of the Centre;
 - (B) the Myer tenancy at the south-east corner of the Centre;
 - (C) the Target tenancy at the south-west corner of the Centre; and
 - (D) a retail mall running from west to east parallel with the southern car park; and
 - (b) one three-storey building to the north-east of the Myer tenancy:
 - (i) consisting of two suspended concrete floor levels comprised of prestressed concrete band beams and slabs supported by reinforced concrete columns bearing on pad footings; and

- (ii) containing:
 - (A) the 'tavern'; and
 - (B) a lower ground car park,

(the *Stage 7 Works*, and the *Stage 7 Buildings*).

PART II – ENGAGEMENT OF CONSULTANTS AND BUILDER

C Engagement of Calibre

14. In about May 2010, Wadren engaged Calibre to provide civil and structural engineering services for the Stage 7 Works, including to prepare the structural design documents, drawings, and computations for those works.
15. In about October 2010, Wadren and Calibre entered into a 'Civil & Structural Consultant Agreement' [**PAC.002.001.1203**] (the *Calibre Consultant Agreement*), pursuant to which Calibre agreed to:
 - (a) provide civil and structural engineering services for the Stage 7 Works; and
 - (b) prepare the structural design documents, drawings, and computations for those works.
16. In about July 2014, Probuild, Wadren, and Calibre entered into the 'Werribee Plaza Shopping Centre Redevelopment – Deed of Variation and Novation of Consultant Agreement' [**PAC.002.002.3544**] (the *Calibre Novation Deed*).
17. At all material times, clause 1.1 of the Calibre Consultant Agreement contained the following defined terms:
 - (a) 'Approvals':

all licences, permits, consents, determinations and approvals necessary to complete the Project.
 - (b) 'Authorities':

all Commonwealth, State, Territorial and Local Government Departments, bodies, instrumentalities and other public authorities which in any way have jurisdiction over, affect or are applicable to the Project.
 - (c) 'Brief':

the Principal's brief for the Services provided by the Principal to the Consultant at the time of the Contract as may be varied (subject to the Contract) by instruction in writing by the Principal from time to time.

- (d) 'Contract Material':
those documents and materials created or required to be created by the Consultant under the Contract.
 - (e) 'Legislative Requirements':
 - (i) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory applicable to the Services; and
 - (ii) certificates, licences, consent, permits, approvals and requirements of organisations having jurisdiction applicable to the Services.
 - (f) 'Project':
the redevelopment of the Site as contemplated by the Brief ...
 - (g) 'Services':
all professional services described in or necessary to fulfil the Brief, including without limitation those specified in Schedule 2, together with such other activities which the Consultant is required to carry out under the Contract.
 - (h) 'Site':
the land to be developed by the Principal, as referred to in the Brief and described in Schedule 1.
 - (i) 'Works':
the construction work to be undertaken on or about the Site, which is the subject of the Services.
18. The Calibre Consultant Agreement contained the following express terms, among others:
- (a) clause 2(a):
The Principal engages the Consultant to perform, and the Consultant agrees to perform, the Services on the terms of the Contract.
 - (b) clause 3:
The Consultant shall:
 - (a) perform the Services to that standard of care and skill to be expected of a Consultant who regularly acts in the capacity in which the Consultant is engaged and who possesses the knowledge, skill and experience of a Consultant qualified to act in that capacity;

...

- (l) comply with all Legislative Requirements in carrying out the Services;
- (m) do all things necessary and necessarily incidental for the proper performance of the Consultant's obligations under the Contract;

...

- (r) prepare the Contract Material so that it is suitable, appropriate and adequate for the purposes of the Project as described in the Brief, having regard to the assumptions that the Consultant can be reasonably expected to make in accordance with sound professional principles;
- (s) prepare the Contract Material in a manner consistent with the requirements of the Brief and to satisfy all Legislative Requirements applicable to the design of the Project including, without limitation, all applicable requirements of the Building Code of Australia and Australian Standards;

...

(c) clause 4:

- (a) The Consultant must carry out and complete the Services under the Contract in Stages and in accordance with the Brief.
- (b) The Consultant must not depart from the Brief without the prior written consent of the Principal.
- (c) If the Consultant from time to time considers it necessary or desirable to depart from the Brief or to vary any of the Services, the Consultant must by notice in writing seek the Principal's prior written approval. Any such notice must give full particulars of the proposed departure.

...

19. As part of the Calibre Consultant Agreement, the Calibre 'Brief':

Particulars

The Calibre Brief was included as Attachment 1 to the Calibre Consultant Agreement [PAC.002.001.1203] and, as updated from the date of the Calibre Novation Deed [PAC.002.002.3544], Schedule A to the Calibre Novation Deed.

- (a) relevantly provided:

In preparing design documentation the consultants shall at all times ensure compliance with statutory and authority requirements and take the utmost duty of care with respect to performing the consultancy services for the project.

Particulars

- (a) Calibre Consultant Agreement [**PAC.002.001.1203**], Attachment 1, section 10.0; and
- (b) Calibre Novation Deed [**PAC.002.002.3544**], Schedule A, Calibre Brief, section 9.

- (b) required that Calibre undertake at least the following Services:

- (i) prepare the structural design for the Stage 7 Works, including by preparing 'For Tender' and 'For Construction' versions of the structural drawings;
- (ii) ensure that the structural design complied with, among other things, the Building Code of Australia (the **BCA**) and relevant Australian Standards;
- (iii) if required by Gardner, certify that the structural design complied with the BCA and relevant Australian Standards;
- (iv) attend all design coordination meetings and site meetings; and
- (v) undertake inspections and report on the quality of the Works and any defects or omissions in the Works.

Particulars

- (a) Calibre Consultant Agreement [**PAC.002.001.1203**], Attachment 1, section 2.1; and
- (b) Calibre Novation Deed [**PAC.002.002.3544**], Schedule A, Calibre Brief, sections 2.1, 2.4, 2.6, and 2.7.

20. Pursuant to clause 2.2(b) of the Calibre Novation Deed, and with effect from the date of the Calibre Novation Deed, clause 4(d) of the Calibre Consultant Agreement was deleted and replaced with the following:

To the extent required under the Services, the Consultant must inspect the Works during construction for substantial compliance with the Contract Material and provide monthly statements in respect of such inspections to the Principal and, if the Principal requires, to its financier, in the form of Schedule 4 [of the Calibre Consultant Agreement].

21. Clause 5 of the Calibre Novation Deed relevantly provided:

...

- (c) Notwithstanding the operation of this deed the Consultant agrees that until completion of the services it will provide reports to the Principal and to the Contractor in respect of the Works at no additional cost detailing:
 - (i) the quality of the Works (in particular, whether the quality of the Works meets the requirements of the Contract Material and details of any non-compliance);

- (ii) any defects or omissions in the Works; and

...

If the Consultant was engaged to inspect the Works during construction for compliance with the Contract Material, it shall continue to provide monthly certificates ... in respect of such inspections to the Principal ...

- (d) In addition to the Consultant's obligations under clause 5(c) the Consultant must immediately report to both the Contractor and the Principal:
 - (i) any instruction or direction which it receives, or any Services of which it becomes aware, which in the reasonable opinion of the Consultant, are not in accordance with any provision of the Consultant Agreement; and
 - (ii) any non-conformity of any design documents to the Works description, or to the design documents in existence at the date of this deed, upon becoming aware of the non-conformity.

- 22. Pursuant to the terms of the Calibre Consultant Agreement set out above, Calibre was obliged to prepare the structural design in accordance with the BCA and Australian Standards.

D Engagement of Gardner

- 23. In about August 2010, Wadren engaged Gardner to provide building surveying services for the Stage 7 Works.

24. In about January 2011, Wadren and Gardner entered into the 'Consultant Agreement – Building Certification' [**PAC.002.001.1627**] (the ***Gardner Consultant Agreement***), pursuant to which Gardner agreed to provide building surveying services for the Stage 7 Works.
25. In about July 2014, Probuild, Wadren, and Gardner entered into the 'Werribee Plaza Shopping Centre Redevelopment – Deed of Variation and Novation' [**PAC.002.002.3908**] (the ***Gardner Novation Deed***).
26. At all material times, clause 1.1 of the Gardner Consultant Agreement contained the following defined terms:
 - (a) 'Approvals':

all licences, permits, consents, determinations and approvals necessary to complete the Project.
 - (b) 'Authorities':

all Commonwealth, State, Territorial and Local Government Departments, bodies, instrumentalities and other public authorities which in any way have jurisdiction over, affect or are applicable to the Project.
 - (c) 'Brief':

the Principal's brief for the Services provided by the Principal to the Consultant at the time of the Contract as may be varied (subject to the Contract) by instruction in writing by the Principal from time to time.
 - (d) 'Contract Material':

those documents and materials created or required to be created by the Consultant under the Contract.
 - (e) 'Legislative Requirements' was defined to include:
 - (i) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory applicable to the Services; and
 - (ii) certificates, licences, consent, permits, approvals and requirements of organisations having jurisdiction applicable to the Services.
 - (f) 'Project':

the redevelopment of the Site as contemplated by the Brief ...
 - (g) 'Services':

all professional services described in or necessary to fulfil the Brief, including without limitation those specified in Schedule 2, together with such other activities which the Consultant is required to carry out under the Contract.

(h) 'Site':

the land to be developed by the Principal, as referred to in the Brief and described in Schedule 1.

(i) 'Works':

the construction work to be undertaken on or about the Site, which is the subject of the Services.

27. At all material times, the Gardner Consultant Agreement contained the following express terms, among others:

(a) clause 2(a):

The Principal engages the Consultant to perform, and the Consultant agrees to perform, the Services on the terms of the Contract.

(b) clause 3:

The Consultant shall:

- (a) perform the Services to that standard of care and skill to be expected of a Consultant who regularly acts in the capacity in which the Consultant is engaged and who possesses the knowledge, skill and experience of a Consultant qualified to act in that capacity;

...

- (c) with due expedition and without delay and in accordance with the Program, provide all professional skill and advice required for carrying out the Services;

...

- (e) remain fully responsible for the Services carried out by the Consultant or any subconsultant, notwithstanding any review or acceptance of those Services by the Principal or any approval, direction, instruction or information given by or on behalf of the Principal;

...

- (h) promptly give written notice to the Principal if and to the extent the Consultant becomes aware that any document or other information

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provided by the Principal or another of the Principal's consultants is ambiguous or inaccurate or is otherwise insufficient to enable the Consultant to carry out the Services;

- (i) make reasonable enquiries to ascertain the requirements of the Principal regarding the Services;
- (j) regularly consult the Principal regarding the carrying out of the Services;
- (k) as soon as practicable after becoming aware of any matter or circumstance which may adversely affect or has adversely affected the Project, the costs of the Project or the scope, timing or carrying out of the Services, give written notice to the Principal detailing the matter or circumstance and its anticipated effect on the Project or the Services;
- (l) comply with all Legislative Requirements in carrying out the Services;
- (m) do all things necessary and necessarily incidental for the proper performance of the Consultant's obligations under the Contract;
- ...
- (q) prepare the Contract Material so that it is suitable, appropriate and adequate for the purposes of the Project as described in the Brief, having regard to the assumptions that the Consultant can be reasonably expected to make in accordance with sound professional principles;
- (r) assist the Principal to apply for and obtain any and all Approvals required by Authorities in respect of the Project in relation to the Building Surveyor discipline and scope;
- (s) inspect the Works during construction for compliance with the Contract Material, and provide monthly certificates in respect of such inspections to the Principal and, if the Principal requires, to its financier in the form approved by the Principal;
- ...

(c) clause 4:

- (a) The Consultant must carry out and complete the Services under the Contract in Stages and in accordance with the Brief.

- (b) The Consultant must not depart from the Brief without the prior written consent of the Principal.
- (c) If the Consultant from time to time considers it necessary or desirable to depart from the Brief or to vary any of the Services, the Consultant must by notice in writing seek the Principal's prior written approval. Any such notice must give full particulars of the proposed departure.
- (d) Prior to submitting each monthly progress payment claim the Consultant must confirm in writing to the Principal that the proposed Contract Material has been prepared in accordance with the requirements of the Contract. If the proposed Contract Material do not comply with any requirements of the Contract the Consultant must notify the Principal of the non-conformance, with reasons.

28. Clause 5 of the Gardner Novation Deed relevantly provided:

...

- (c) Notwithstanding the operation of this deed the Consultant agrees that until completion of the Services it will provide monthly reports to the Principal and to the Contractor in respect of the previous calendar month at no additional cost detailing:

...

- (iii) the quality of the Works (in particular, whether the quality of the Works meets the requirements of the Contract Material and details of any non-compliance);
- (iv) any defects or omissions in the Works;

...

- (d) ...the Consultant must immediately report to both the Contractor and the Principal:

- (i) any instruction or direction which it receives, or any Services of which it becomes aware, which in the reasonable opinion of the Consultant, are not in accordance with any provision of the Consultant Agreement; and
- (ii) any non-conformity of any design documents to the Works description, or to the design documents in existence at the date of this deed, upon becoming aware of the non-conformity.

...

- (f) Notwithstanding novation the Consultant agrees that the Principal shall remain entitled to the benefit of those of the Consultant's covenants and agreements in the Consultant Agreement which are expressed therein to apply specifically to the Principal and are capable of continuing operation following novation.

29. As part of the Gardner Consultant Agreement, the Gardner 'Brief':

Particulars

The Gardner Brief was included as Attachment 1 to the Gardner Consultant Agreement [**PAC.002.001.1627**] and, as updated from the date of the Gardner Novation Deed, Schedule A to the Gardner Novation Deed [**PAC.002.002.3908**].

- (a) relevantly provided:

In preparing design documentation the consultants shall at all times ensure compliance with statutory and authority requirements and take the utmost duty of care with respect to performing the consultancy services for the project;

Particulars

- (a) Gardner Consultant Agreement [**PAC.002.001.1627**], Attachment 1, section 11.0; and
- (b) Gardner Novation Deed [**PAC.002.002.3908**], Schedule A, Gardner Brief, section 9.

- (b) required Gardner to:

- (i) provide professional services consistent with best practice,
- (ii) review and comment on documentation provided by other consultants, such as the structural engineer, in respect of regulatory requirements; and
- (iii) coordinate permits for the project so as to meet all legislative requirements;

Particulars

- (a) Gardner Consultant Agreement [**PAC.002.001.1627**], Attachment 1, section 2.0; and

- (b) Gardner Novation Deed [**PAC.002.002.3908**],
Schedule A, Gardner Brief, section 2.2.
- (c) required that Gardner undertake at least the following Services:
 - (i) prepare regular BCA compliance reports, including for the purpose of assisting Calibre to prepare the structural design in a manner that complied with, among other things:
 - (A) the BCA; and
 - (B) relevant Australian Standards;
 - (ii) check the structural design as prepared and updated by Calibre to ensure that it complied with, among other things:
 - (A) the BCA; and
 - (B) relevant Australian Standards; and
 - (iii) issue building permits for the Stage 7 Works.

Particulars

- (a) Gardner Consultant Agreement [**PAC.002.001.1627**],
Attachment 1, section 2.0(a) and (b); and
 - (b) Gardner Novation Deed [**PAC.002.002.3908**],
Schedule A, Gardner Brief, sections 2.3.1 and 2.3.2.
30. Pursuant to clause 5(f) of the Gardner Novation Deed, any breach by Gardner of a relevant covenant or agreement of the Gardner Consultant Agreement:
- (a) was actionable by Wadren as a breach of the Novation Deed; or
 - (b) alternatively, was actionable by Wadren as a breach of the Gardner Consultant Agreement, which continued in operation after the novation of the Gardner Consultant Agreement to Probuild in accordance with clause 5(f) of the Gardner Novation Deed.

E Engagement of Probuild

31. On or about 21 March 2014, Wadren and Probuild entered into the 'Werribee Plaza Shopping Centre – Design and Construction Contract' [**PAC.002.002.4231**] and [**PAC.002.002.4393**] (the **D&C Contract**), pursuant to which Probuild agreed, among other things, to design and construct the Stage 7 Works.

32. The D&C Contract was wholly in writing and comprised:
- (a) the formal instrument of agreement (the *FIOA*);
 - (b) the amended general conditions of contract (the *General Conditions*); and
 - (c) annexures labelled "Annexure Part A" through to "Annexure Part AF".
33. At all material times, clause 2 of the General Conditions contained the following defined terms:
- (a) 'Authority':
any federal, State or Territory government or governmental, regulatory, semi-governmental or judicial entity or authority having jurisdiction in connection with the carrying out of the work under the Contract and includes a Minister of the Crown (in any right), the Building Surveyor, a Utility and any other person, body, entity or authority exercising a power in respect of a Legislative Requirement.
 - (b) 'Building Act':
the Building Act 1993 (Vic) as amended.
 - (c) 'Building Legislation':
all laws governing the design and construction of the Works and includes without limitation the Building Act, the Building Code of Australia, and any regulations, orders, declarations or any subordinate legislation or instruments in force under them and all applicable Australian Standards.
 - (d) 'Building Surveyor':
the person to be appointed as such under the Building Act in respect of the Works, whose engagement shall be novated to the Contractor by the Principal.
 - (e) 'Contractor's Design Obligations':
all tasks necessary to design and specify the Works required by the Contract, including reviewing and developing the Preliminary Design and preparation of all Design Documents necessary to satisfy the Principal's Project Requirements
 - (f) 'Design Documents':
the drawings, specifications and other information, reports, samples, models, patterns and the like required by the Contract and created (and including,

where the context so requires, those to be created by the Contractor) for the construction of Works.

(g) 'Good Design and Construction Practices':

practices following when work is undertaken:

- (i) in a sound and workmanlike manner;
- (ii) with due care and skill in applying proper, professional design, engineering, construction and maintenance procedures;
- (iii) making appropriate allowance in the Design Documents for the requirements of Safety Legislation and for the elimination wherever possible, alternatively, the minimisation, of risks to health and safety in the design, construction and use of the Works;
- (iv) with due expedition and without unnecessary or unreasonable delays having regard to [certain excepted risks];
- (v) in a manner which allows for the Works to be efficiently performed;
- (vi) in accordance with all applicable Legislative Requirements and Australian Standards; and
- (vii) using new materials of merchantable quality which are fit for the proper purposes of the Works identified in the Principal's Project Requirements.

(h) 'Legislative Requirements':

- (i) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State or Territory in which the work under the Contract or any part thereof is being carried out and, without limitation, includes the Building Legislation and Safety Legislation;
- (ii) certificates, licences, consents, permits, approvals and requirements of Authorities and any other organisations having jurisdiction in connection with the carrying out of the work under the Contract and, without limitation, includes the Planning Permit;
- (iii) subject to the Contract, applicable Australian Standards; and
- (iv) fees and charges payable in connection with the foregoing.

(i) 'Novated Consultants' was defined by reference to Annexure Part AF of the D&C Contract to include:

- (i) Gardner; and
- (ii) Calibre;
- (j) 'Practical Completion' was defined such that Practical Completion for a Separable Portion occurs when, among other things, the Works the subject of that Separable Portion are completed in accordance with the Principal's Project Requirements, except for minor omissions and defects identified in writing to the satisfaction of the Superintendent;
- (k) 'Preliminary Design' was defined by reference to the design documents stated in Annexure Part M, which comprised the structural design on or about the date of the D&C Contract;
- (l) 'Principal's Project Requirements':
the Principal's requirements for the Works more particularly described in clause 6 of the [FIOA].
- (m) 'Safety Legislation':
all applicable Commonwealth and State Acts of Parliament, regulations, codes and other laws governing or relevant to occupational health and safety and dangerous and including without limitation the Occupational Health and Safety Act 2004 (Vic), the Dangerous Goods Act 1985 (Vic) and all other regulations and codes applicable to the work under the Contract made and issued thereunder respectively.
- (n) 'Separable Portion' was defined to mean each portion that each construction stage was broken down into pursuant to the plan annexed at Annexure Part AA to the D&C Contract;
- (o) 'Shopping Centre':
the existing Werribee Plaza Shopping Centre, Heaths Road, Werribee, which is to be altered and extended by the Works.
- (p) 'Stated Purpose':
the redevelopment of the Shopping Centre with associated services, amenities, plant and equipment, signage, car parking and landscaping, constructed to the standard described in the Principal's Project Requirements and sufficiently, upon Practical Completion, to allow commencement of each Tenancy and use of each Tenancy without any reasonable objection by Tenants in accordance with the Principal's Project Requirements.

(q) 'Tenancy':

each tenancy area to be constructed in the Works ...

(r) 'Works':

The whole of the work to be executed in accordance with the Contract, as described in the Principal's Project Requirements, including .. variations provided for by the Contract, which by the Contract is to be handed over to the Principal.

34 Pursuant to clause 6 of the FIOA, the term 'Principal's Project Requirements' was defined as any written summary or outline of the Principal's requirements for the Works described in the documents referred to in Annexure Part L of the D&C Contract, including:

- (a) the written summary or outline of the Principal's requirements in Annexure Part L; and
- (b) the use of Good Design and Construction Practices,

(the ***Principal's Project Requirements*** or ***PPR***).

35 The Principal's Project Requirements relevantly provided:

At the time of engagement of the Contractor, the Preliminary Design will be complete to 90% Contract Documentation stage. Following Novation of the Consultant Team, the Contractor will further develop the design and complete it to 100% For Construction status, including all detailed drawings, specifications, certifications (where applicable) and coordination.

...

2.1 Delivery Objectives

It is imperative that The Pacific Werribee Major Development exceeds the following delivery objectives:

1. To provide a high quality retail development
2. Meet the requirements set out within the PPR and PPO
3. Construction of the Works in accordance with the Contract
4. That the Project be undertaken in a professional and workmanlike manner, completed on programme and on budget, whilst achieving a high standard of workmanship
5. Ensure the safety of workers, tenants and public throughout the Project

6. Achieve a high level of Safety in Design for end users
7. Ensure minimal disruption to the existing operations of the Centre throughout the Project

...

9. Regular review and reporting by all parties in accordance with the Contract

2.2 Business Objectives

The over-arching business objective of the Project is to create a world class shopping environment attracting a broader catchment of customer, adding to Pacific Werribee's unique landmark style. Further objectives are to:

- elevate Pacific Werribee to Regional Shopping Centre status
- develop the centre in accordance with the principles of the Development Master Plan
- improve customer access through car park and public transport interchange works
- increase car park capacity and comfort
- create and reinforce retail precincts within the Centre and improve customer circulation
- refurbish existing areas of the Centre to provide a consistent level of presentation, including upgrade of some existing mechanical plant and equipment
- add a new Department Store, Discount Department Store, Mini Major tenancy, restaurants and specialty retail

2.3 Design Principle and Building Compliance Objectives

Ensure all materials are selected to support the Principal Project Objectives and ensure good construction practices.

The Project is to be completed to comply or exceed all Building codes, regulations and laws. As a minimum, comply with Australian Standards relevant to the construction industry.

...

2.5 Fit For Purpose

The Works must be fit for the purposes set out in the PPR and all other purposes expressly or impliedly contained within the PPR.

...

8. Standards & Design Compliance/Certification

The design and construction must be in accordance with industry best practices and comply with or exceed the current Building Code of Australia (BCA) and all relevant Australian Standards.

Materials are to be selected to support the PPO and align with the relevant benchmarks.

...

36. The D&C Contract contained the following express terms, among others:

(a) clause 3.1(b) of the FIOA:

The Contractor agrees to perform the work under the Contract in accordance with the Contract and, without limitation, to design and construct the Works in accordance with the Principal's Project Requirements.

(b) clause 6.2 of the FIOA:

The Contractor agrees to perform the work under the Contract in accordance with, and in order to satisfy, the Principal's Project Requirements.

(c) clause 4.1 of the General Conditions:

Without limiting the generality of clause 3, the Contractor warrants to the Principal that the Contractor:

- (a) at all times shall be suitably qualified, experienced and licensed under applicable Legislative Requirements to perform, and shall exercise due skill, care and diligence in the execution and completion of the work under the Contract;

...

- (c) has examined and carefully checked any Preliminary Design included in the Principal's Project Requirements and that such Preliminary Design is suitable, appropriate and adequate for the Stated Purpose;

- (d) shall execute and complete the Contractor's Design Obligations and produce the Design Documents to accord with the Principal's Project Requirements and, if clause 10 applies, accept the novation and retain the Novated Consultants for any work the subject of a prior contract with the Principal;

- (e) shall execute and complete the work under the Contract in accordance with the Design Documents so that the Works, when completed, shall:
 - (i) be fit for their Stated Purpose; and
 - (ii) comply with all the requirements of the Contract and all Legislative Requirements;
- (f) shall assume all risk in relation to the design of the Works and for any deficiencies in the existing design including but not limited to any errors, omissions or discrepancies in the Preliminary Design, or between the Preliminary Design and the Principal's Project Requirements and in respect of any other Design Documents, whether prepared before or after the date of the Contract;
- (g) acknowledges and agrees that the Principal shall have no obligation or responsibility whatsoever or howsoever arising for any act or omission of the Novated Consultants or otherwise in relation to the Preliminary Design or any other design work that has been carried out by or on behalf of the Principal prior to the Contract;

...

- (d) clause 7.1 of the General Conditions:

The Contractor:

- (a) acknowledges that the Principal is relying upon the advice, skill and judgment of the Contractor to review and develop the Preliminary Design, and to undertake and arrange the proper co-ordination and finalisation of the design of the Works in accordance with the Contractor's Design Obligations, to meet the Tenancy Requirements and all other Principal's Project Requirements and to enable the proper and efficient construction of the Works;
- (b) shall prepare and provide to the Superintendent, within 30 days of the date of the Contract, a design management plan and program for preparation and finalisation of the Design Documents, which is consistent with the requirements of the initial Design and Construction Program in Annexure Part AB, in a form and to a level of detail satisfactory to the Superintendent;
- (c) shall prepare and procure the finalisation by the Consultants of the Design Documents in accordance with the requirements of the Contract, including the Contractor's Design Obligations, the Tenancy

Requirements and all other Principal's Project Requirements, and in conformity with the reasonable directions and requirements of the Superintendent;

- (d) must accept the novation of the Novated Consultants and otherwise engage all other Consultants required to complete the design of the Works;
- (e) agrees that any Consultants engaged by the Contractor must hold the appropriate professional qualifications and membership of the appropriate professional associations;
- (f) shall review and correct all errors, omissions and deficiencies in the Preliminary Design to ensure compliance with the Principal's Project Requirements;
- (g) acknowledges and agrees that the Design Documents must be prepared using Good Design and Construction Practices, in accordance with accepted practices and standards in the Australian engineering and construction industry;
- (h) shall prepare and provide to the Superintendent in a timely manner to avoid delay to the work under the Contract:
 - (i) all revisions to the Design Documents; and
 - (ii) any samples and prototypes of work or materials which may be required by the Superintendent;
- (i) shall submit all proposed Design Documents to the Superintendent, in accordance with the design program approved by the Superintendent under clause 7.1 (b) (and in any event no less than 21 days prior to construction) for the Superintendent to review the Design Documents and amend same to incorporate the Superintendent's requirements and re-submit them where reasonably required by the Superintendent;
- (j) shall convene and chair design meetings with representatives of the Consultants, the Major Tenants and the Superintendent not less than monthly to ensure that the Tenancy Requirements (including the Landlord's Works required in each Major Tenancy) are incorporated fully in the Design Documents;
- (k) shall convene meetings between the Superintendent and the Consultants, and procure that Consultants respond to inquiries from the Superintendent, promptly when required by the Superintendent;

- (l) acknowledges that no amendments or changes may be made to the Design Documents after submission to the Superintendent, without the prior written approval of the Superintendent;
 - (m) must engage and obtain at its cost from the Building Surveyor all necessary Approvals (including building permits) required for the Works under the Building Legislation;
 - (n) must procure the inspection of the Works monthly by each Consultant and provide monthly certificates from each architectural and engineering Consultant in or substantially in or substantially in the form annexed in Annexure Part G, or, for each Novated Consultant, in the form annexed to the relevant Novated Consultant agreement; and
 - (o) must provide to the Superintendent copies of all Approvals and other documents provided by or received by the Contractor to or from the Building Surveyor and any other Authority.
- (e) clause 7.3 of the General Conditions:
- (a) The Contractor shall arrange for the preparation and completion by the Novated Consultants, and other Consultants as required, of all Design Documents required for the Works in accordance with the Contract and ensure that they are fit for the purposes stated in the Principal's Project Requirements.
 - (b) In completing the design and documentation of the Works, the Contractor shall:
 - (i) comply with the requirements of the Contract (including without limitation the Principal's Project Requirements) and accepted industry standards;
 - (ii) prepare and execute or cause the preparation and execution of all Design Documents in accordance with accepted practices in the Australian engineering and construction industry and using Good Design and Construction Practices;
 - (iii) coordinate the activities of the Consultants in order to complete such drawings, construction programs, specifications, plans and designs as shall be necessary to fully document and complete the Works in accordance with the Contract; and
 - (iv) comply with the procedures in clause 8.4.

...

(f) clause 7.5 of the General Conditions:

The Contractor must procure and shall remain responsible for obtaining certification of all Design Documents in accordance with the Building Legislation.

(g) clause 7.6 of the General Conditions:

The Contractor shall assume all risks and sole responsibility with respect to the Design Documents for the Works including without limitation all risks in relation to:

- (a) the Preliminary Design;
- (b) the co-ordination of further Design Documents with other Design Documents, including the Preliminary Design; and
- (c) the final design for the Works.

notwithstanding the preparation by others of any such documents prior to the date of the Contract and notwithstanding any review, comment upon, variations requested by, and/or approval of any such Design Documents by or on behalf of:

- (d) the Superintendent;
- (e) the Principal;
- (f) a Tenant;
- (g) the Building Surveyor; or
- (h) an Authority.

(h) clause 7.7 of the General Conditions:

Without limiting clause 7.6, the Contractor releases the Principal from all Claims, and the Principal shall have no Liability whatsoever to the Contractor, by reason of any errors deficiencies or defects in the Preliminary Design or in any further Design Documents, notwithstanding the preparation of the Preliminary Design prior to the date of the Contract and notwithstanding any review, comment upon, variations requested by and/or approval of all such Design Documents by or on behalf of:

- (a) the Superintendent;
- (b) the Principal;
- (c) a Tenant;

- (d) the Building Surveyor; or
- (e) an Authority.

(i) clause 9.3(b) of the General Conditions:

The Contractor shall be wholly responsible for, and indemnifies the Principal for any loss or damage which the Principal incurs or suffers in connection with:

- (i) any negligence or default by the Contractor or any of its subcontractors or any Consultant in relation to the design and/or construction of the Works; and/or
- (ii) the Contractor or any of its subcontractors or any Consultant engaged by it failing, or having failed, before or after the date of the this Contract, to exercise the standards of skill, care and expertise expected of an experienced professional or subcontractor, as the case may be.

(j) clause 14.1 of the General Conditions:

The Contractor shall satisfy all Legislative Requirements required for performance of the work under the Contract, except those which:

- (a) are specified in Annexure Part A; or
- (b) the Superintendent directs are to be satisfied by or on behalf of the Principal.

If a Legislative Requirement is at variance with a provision of the Contract or the Principal's Project Requirements, as soon as the Contractor discovers the variance, the Contractor shall notify the Superintendent in writing specifying the difference.

(k) clause 17.1 of the General Conditions:

Insofar as this clause 17.1 applies to property, it applies to property other than the work under the Contract.

The Contractor shall indemnify the Principal against:

- (a) loss of or damage to property of the Principal, including existing property in or upon which the work under the Contract is being carried out;
- (b) claims by any person against the Principal in respect of personal injury or death or loss of or damage to any property; and

- (c) to the maximum extent permitted by law, all fines, penalties and any other Claims, Liabilities, costs and expenses incurred by the Principal in respect of personal injury or death or loss of or damage to any property or by reason of breach by the Contractor of any Legislative Requirements, including (without limitation) any Approval, Building Legislation, Safety Legislation and Legislative Requirements for protection of the environment,

arising out of or as a consequence of the carrying out by the Contractor of the work under the Contract, but the Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that the act or omission of the Principal, the Superintendent or the employees or agents of the Principal contributed to the loss, damage, death or injury.

This clause 17.1 shall not apply to:

- (d) the extent that the liability of the Contractor is limited by another provision of the Contract;
- (e) exclude any other right of the Principal to be indemnified by the Contractor;
- (f) things for the care of which the Contractor is responsible under clause 16.1; and
- (g) claims in respect of the right of the Principal to have the work under the Contract carried out.

- (l) clause 30.1 of the General Conditions:

The Contractor shall use the materials and standards of workmanship required by the Contract. In the absence of any requirement to the contrary, the Contractor shall use suitable new materials and proper and tradesmanlike workmanship.

- (m) clause 51.1 of the General Conditions:

Subject to clause 51.2, if the Contractor commits any breach of this Contract and such breach shall be a substantial cause of the Principal incurring or becoming liable for the allowance or payment of any costs, damages, fines or penalties, whether by virtue of any provision of any other agreement (including, without limitation, an agreement with a Tenant) or otherwise at law in connection with the project of which the work under the Contract forms a part or otherwise, then to the maximum extent permitted by law the Contractor must indemnify the Principal against all or any such liability and must pay or reimburse to the Principal all monies which the Principal shall be

liable to pay or allow as a result, included any associated legal and other costs incurred by the Principal. If the Contractor is not the sole cause of the Principal's liability the Contractor shall only indemnify the Principal in proportion to the Contractor's responsibility.

PART III – THE STAGE 7 WORKS

37. The Stage 7 Works were:

- (a) subject to relevant applicable building legislation, including:
 - (i) the *Building Act 1993* (Vic) (***Building Act***);
 - (ii) the *Building Regulations 2006* (Vic) (***Building Regulations***);
 - (iii) the Building Code of Australia (***BCA***), which was adopted by and formed part of the *Building Regulations* pursuant to regulation 109 of the *Building Regulations*; and
 - (iv) the standards adopted and expressed to apply under the relevant revision of the *BCA*;
- (b) in the premises, to be designed and constructed in accordance with each applicable yearly revision of the *BCA* in force during the Stage 7 Works, unless a dispensation was issued by the relevant building surveyor pursuant to section 10(2) of the *Building Act*.

Particulars

The relevant legislation and standards apply by operation of law.

- (c) undertaken and constructed pursuant to staged building permits issued by Slatter as the relevant building surveyor (on Gardner letterhead) pursuant to the *Building Act*.

Particulars

Slatter issued building permits on Gardner letterhead for 26 'stages' of work in respect of the construction of the Stage 7 Works between 21 March 2014 and 21 April 2017. Schedule 4 lists the building permits issued by Slatter of Gardner.

38. ~~Further material facts as to each of the building permits issued by Slatter of Gardner for the Stage 7 Works are set out~~ Slatter of Gardner issued building permits for the Stage 7 Works on the dates identified in Column D, bearing the permit number in

Column E in respect of the stages of the Stage 7 Works identified in Column B of Schedule 4.

39. Slatter was appointed, and accepted his appointment, as the relevant building surveyor for the Stage 7 Works pursuant to the *Building Act*.
40. Pursuant to section 10(2) of the *Building Act*, Slatter:
 - (a) certified that substantial progress had been made on the structural design before the commencement of BCA 2010; and
 - (b) dispensed with the requirement to comply with the revisions that would otherwise have applied in the manner pleaded in subparagraph 37(b) and assessed the building permits for the Stage 7 Works under BCA 2009, subject to the requirement that the design of the Stage 7 Works complied with AS 1170.4: 2007 (the *Dispensation*).

Particulars

- (a) Building Permit No 1162/140064/1 issued by Slatter dated 21 March 2014 provided "...dispensation was used to determine compliance with the BCA that relate to this project under the authority of Building Regulation 608..." and at Annexure C provided at note 2.: "It has been considered that substantial progress was made on the design of the building prior to the adoption of BCA 2010. Therefore this building permit has been assessed under BCA 2009."
[QPW.500.004.7979]
- (b) Note 2 of Annexure C was reproduced in each building permit and amended building permit issued by Slatter, being permits numbered 1162/140064/1 to 1162/140064/26, amendment 1.
- (c) Schedule 4 lists the building permits issued by Slatter of Gardner.
- (d) By memorandum dated 4 April 2014 [PAC.001.002.2602], Slatter sought confirmation from Cesarello and / or Calibre in the following terms in order to "substantiate a dispensation": "Confirmation

all new building parts comply with AS 1170.4: 2007.”

Cesarello provided that confirmation and Cesarello and Spencer issued the Cesarello Certificates and Spencer Certificates (in each case, as those terms are defined in the particulars to paragraph 102 below) certifying that the structural design complied with AS 1170.4: 2007.

41. The Stage 7 Works were designed by Calibre, as is described in more detail in Part IV, section G.
42. Probuild assumed responsibility for the design of the Stage 7 Works and constructed the Stage 7 Buildings, as is described in more detail in Part IV, section I.
43. ~~Further material facts as to each of The:~~
 - (a) ~~The dates and revision numbers of each of the drawings~~ comprising the Preliminary Design as included in Annexure M to the D&C Contract are as set out in Columns F and E of Schedule 8 respectively;
 - (b) ~~the dates, status and revision numbers of each of the drawings comprising~~ the structural design as at the date of novation of the Calibre Consultant Agreement pursuant to the Calibre Novation Deed are as set out in Columns J, I and H of Schedule 8 respectively; and
 - (c) ~~the dates and revision numbers of each of the drawings comprising the final~~ structural design for the Stage 7 Buildings (the **final structural design**) are as set out in Column M and L of Schedule 8 respectively;

~~are set out in Schedule 8.~~
44. The Stage 7 Works reached practical completion between 17 April 2014 and 7 April 2017. ~~Further material facts as to the practical completion of the~~ The dates on which each stage of the Stage 7 Works reached practical completion are set out in Column E of Schedule 9, as certified by certificates dated as set out in Column D of Schedule 9.
45. Occupancy permits were issued by Slatter of Gardner with respect to the Stage 7 Buildings between 6 August 2014 and 17 May 2017. ~~Further material facts as to each of the~~ The dates on which occupancy permits for various parts of the Stage 7 Building were issued are set out in Schedule 10.

PART IV – DEFECTS

F Structural Design

F.1 Structural blocks separated by movement joints

46. The Stage 7 Buildings as designed are reinforced and prestressed concrete structures comprised of 48 structural blocks comprised of band beams, slabs, and precast concrete elements, such as façade walls, stair shafts, or lift shafts.
47. Nine structural blocks comprising parts of Myer, the Tavern and the Gold Class Cinema within the Stage 7 Buildings exceed 15 metres in height (the **oversized blocks**).
48. Adjacent All structural blocks comprising the Stage 7 Buildings are separated by movement joints, which are comprised of the following types of joints:
 - (a) slab-to-slab expansion joints comprised of two adjoining concrete slabs connected by structural dowels;
 - (b) band-on-band sliding corbel expansion joints comprised of two adjoining band beams with corbel nibs, one of which rests on the other;
 - (c) slab-on-beam sliding corbel expansion joints comprised of one slab which rests on the adjoining beam;
 - (d) band-on-beam sliding corbel expansion joints comprised of one band beam which rests on the adjoining beam by a corbel nib;
 - (e) slab-on-band sliding corbel expansion joints comprised of one slab resting on a supporting band beam with a corbel nib; and
 - (f) slab-to-panel joints formed by structural connections between concrete slabs and precast concrete wall elements.
49. By reason of the matters in paragraphs 46 to 48, the Stage 7 Buildings are reinforced and prestressed concrete structures that have the following characteristics:
 - (a) the structural blocks are capable of deflecting horizontally;
 - (b) the structural blocks behave independently of each other in response to horizontal loading; and

- (c) the structural blocks separated by band-on-band corbel joints, slab-on-band corbel joints, and band-on-beam or slab-on-beam corbel joints are structurally reliant on each other.

F.2 Building Code requirements

- 50. The BCA is a uniform set of technical provisions for the design and construction of buildings and other structures throughout Australia which specifies (among other things) the minimum necessary standards for structural safety, amenity and sustainability.

Particulars

See, eg BCA 2009, p 7.

- 51. The Stage 7 Buildings comprise buildings which are classified pursuant to the BCA as Class 6, 7 and 9 buildings.

Particulars

- (a) Pursuant to clause A3.2 of the BCA, the following class definitions apply:
 - (b) Class 6 – a shop or other building for the sale of goods by retail or the supply of services direct to the public.
 - (c) Class 7a – a building which is a public carpark.
 - (d) Class 9 – a building of a public nature.
- 52. The Stage 7 Buildings were required to be designed and constructed:
 - (a) to withstand the combination of actions, including live loads, dead loads and earthquake loading, to which they may be reasonably subjected; and
 - (b) to remain stable and not collapse and to minimise local damage and loss of amenity (through excessive deformation, vibration or degradation) by resisting those loads and actions.

Particulars

Clauses BF1.1 and BP1.1 of the BCA.

- 53. The structural loads which the Stage 7 Buildings were to be designed and constructed to withstand were to be calculated by reference to:

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- (a) AS 1170.1 (Permanent, imposed and other actions) for live loads and dead loads; and
- (b) AS 1170.4 (Earthquake actions in Australia) for earthquake loads.

Particulars

- (a) Clauses B1.1 and B1.2 of the BCA.
- (b) Specification A1.3 of the BCA.

54. The Stage 7 Buildings were to be designed and constructed with the structural resistance required by AS 3600 (Concrete Structures).

Particulars

- (a) Clauses B1.1 and B1.4 of the BCA.
- (b) Specification A1.3 of the BCA.

F.3 Seismic requirements

55. In order for the Stage 7 Buildings to be deemed to comply with the requirements set out in paragraphs 52 to 54 above, they were to be designed and constructed to resist earthquake loads in accordance with AS 1170.4.

Particulars

Clause B1.0(a) of the BCA.

56. In addition, the Stage 7 Buildings were to be designed and constructed to account for earthquake actions and to comply with the requirements of AS 1170.4 and AS 3600 (including the provisions of Appendix C).

Particulars

Clause 2.1.2 of AS 3600: 2009, alternatively clause 2.8 of AS 3600: 2001 (referring to clause A.2.1 of Appendix A).

57. The seismic design procedure to be adopted for the Stage 7 Buildings required consideration of:
- (a) the importance level of the structure;
 - (b) the probability factor (K_p) and the hazard factor (Z);
 - (c) the site sub-soil classification; and
 - (d) the appropriate earthquake design category.

Particulars

Clause 2.2 of AS 1170.4: 2007.

58. By reason of the Stage 7 Buildings being of Importance Level 3, Calibre was required to design the Stage 7 Buildings to resist the horizontal seismic forces at the ultimate limit state generated by a 1/1,000-year seismic event.

Particulars

Table B1.2a and Table B1.2b of BCA.

59. By reason of the annual probability of exceedance being 1/1,000, the probability factor (K_p) for the site on which the Stage 7 Buildings were to be constructed (the **Stage 7 Site**) was 1.3.

Particulars

Clause 3.1 and Table 3.1 of AS 1170.4: 2007.

60. By reason of the Stage 7 Site being located in Wyndham, the hazard factor (Z) for the site was 0.09.

Particulars

Clause 3.2, Table 3.2 and Figure 3.2(A) of AS 1170.4: 2007.

61. By reason of the site containing a surface layer of soil exceeding 3 metres in depth and not exceeding 20 metres in depth, a reasonable structural engineer would have adopted a site sub-soil classification of C_e .

Particulars

Clause 4.2.3 and Table 4.1 of AS 1170.4: 2007.

62. The design of the Stage 7 Buildings was required to meet the following basic design principles:
- (a) all structures shall be configured with a seismic-force-resisting system that has a clearly defined load path, or paths, that will transfer the earthquake actions (both horizontal and vertical) generated in an earthquake, together with gravity loads, to the supporting foundation soil;
 - (b) all parts of the structure shall be tied together both in the horizontal and the vertical planes so that forces generated by an earthquake from all parts of the structure, including structural and other parts and components, are carried to the foundation; and

- (c) stiff components (such as concrete and precast concrete panels or stair walls, stairs and ramps) shall be considered to be part of the seismic-force-resisting system and designed accordingly or separated from all structural elements.

Particulars

Clauses 2.2(f), 5.2.1, 5.2.2, and 5.2.3 of AS 1170.4: 2007.

- 63. In addition, the design of the Stage 7 Buildings was required to be in accordance with an earthquake design category set out in clause 5 of AS 1170.4: 2007.

Particulars

- (a) Clauses 2.2(f) and 5.1 of AS 1170.4: 2007.
- (b) Table 2.1 and Figure 2.2 of AS 1170.4: 2007.

- 64. Calibre elected to design the Stage 7 Buildings in accordance with Earthquake Design Category II (*EDC II*).

Particulars

Earthquake loading calculation sheet annexed to a spreadsheet dated 11 April 2014 [CAL.500.001.0028].

- 65. The EDC II design methodology required that, in designing the structural blocks, Calibre:
 - (a) consider the strength and stability provisions (as assessed by reference to AS 3600 for Concrete Structures) to ensure the structure would be able to resist the most critical action effect arising from the application of the earthquake actions in any direction;

Particulars

Clause 5.4.2 of AS 1170.4: 2007.

- (b) ensure that the structural capacity of structural elements that participate in resisting horizontal earthquake forces (beams, band beams, slabs, columns and walls) exceeds the design action effects imposed upon the structural element when horizontal earthquake forces are applied 100% in one direction and 30% in the perpendicular direction;

Particulars

Sections 5.4.2.1 of AS 1170.4: 2007.

- (c) apply the forces at an offset from the centre of mass where it is necessary to account for eccentricity, including in accordance with clause 6.6 of AS 1170.4: 2007;

Particulars

Clause 5.4.2.1 of AS 1170.4: 2007.

- (d) calculate inter-storey drift, confirm that inter-storey drift is within 1.5% of storey height for each level, and ensure that cladding and precast façade panels had sufficient deformation and rotational capacity to accommodate design storey drift; and

Particulars

Clause 5.4.4 of AS 1170.4: 2007.

- (e) consider pounding and ensure that structures over 15 metres are separated from adjacent structures or set back by a distance sufficient to avoid damaging contact.

Particulars

Clause 5.4.5 of AS 1170.4: 2007.

66. The EDC II design methodology requires the designer to calculate earthquake forces for the purposes of the strength and stability provisions in clause 5.4.2 of AS 1170.4: 2007 by:

- (a) undertaking the equivalent static analysis in accordance with section 6 of AS 1170.4: 2007; or
- (b) if it is appropriate not to undertake an equivalent static analysis and to undertake the simplified design (for structures not exceeding 15 metres in height) set out in clause 5.4.2.3 of AS 1170.4: 2007 (the **simplified design**), undertaking the simplified design.

Particulars

Clauses 5.4.2.2 and 5.4.2.3 of AS 1170.4: 2007.

67. The simplified design was not appropriate for calculating the earthquake forces required to be resisted by the Stage 7 Buildings (for the purposes of clause 5.4.2.2 of AS 1170.4: 2007) because of the structural configuration of the Stage 7 Buildings.

Particulars

- (a) Clause 5.4.2.3 of AS 1170.4: 2007 and clause C.5.4.2.3 of AS 1170.4 – 2007 Commentary.
 - (b) The simplified design for structures not exceeding 15 metres in height was not appropriate for the Stage 7 Buildings because of the complexity and irregularity of the structural blocks comprising the Stage 7 Buildings.
68. The equivalent static analysis to be undertaken in accordance with section 6 of AS 1170.4: 2007 (as referred to in clauses 5.4.2.1 and 5.4.2.2 of AS 1170.4: 2007) requires the designer to:
- (a) calculate the horizontal equivalent static forces taking into account:
 - (i) the structural weight of the structure;
 - (ii) the natural period of the structure;
 - (iii) the structural performance of the structure;
 - (iv) the ductility of the structure;
 - (v) the vertical distribution of horizontal forces; and
 - (vi) the torsional effects of the earthquake action on the structure applied in two orthogonal directions of loading;

Particulars

Clauses 6.1, 6.2 and 6.6 of AS 1170.4: 2007.

- (b) calculate the vertical distribution of horizontal forces at each level of the structure taking into account:
 - (i) the structural weight of the level;
 - (ii) the natural period of the level;
 - (iii) the structural performance of the level;
 - (iv) the ductility of the structure;
 - (v) the torsional effects of the earthquake action on the level applied in two orthogonal directions of loading; and
 - (vi) the spectral shape factor for the site sub-soil class;

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Particulars

Clauses 6.3 and 6.6 of AS 1170.4: 2007.

- (c) calculate storey drifts, member forces and moments due to P-delta effects.

Particulars

Clause 6.7 of AS 1170.4: 2007.

- 69. By reason of the matters in paragraphs 55 to 68, Calibre was obliged to design each of the structural blocks forming the Stage 7 Buildings with a seismic-force-resisting system designed in accordance with:

- (a) the basic design principles set out in paragraph 62 above; and,
- (b) the requirements of clauses 5.2 and 5.4.2 to 5.4.6 of AS 1170.4: 2007.

F.4 Reinforced concrete structures design requirements

- 70. As set out in paragraph 54, the Stage 7 Buildings were to be designed and constructed with the structural resistance required by AS 3600.

- 71. The Stage 7 Buildings were to be designed:

- (a) for ultimate strength and serviceability states in accordance with the general principles and procedures for design set out in AS 1170.0;

Particulars

Clause 2.1.1 of AS 3600: 2009, alternatively clauses 2.1.2, 2.3 and 2.4 of AS 3600: 2001.

- (b) for ultimate strength and serviceability states in accordance with:

- (i) the specific requirements of clauses 2.2 and 2.3 of AS 3600: 2009;

Particulars

Clause 2.1.1 of AS 3600: 2009.

- (ii) alternatively, the specific requirements of clauses 2.3 and 2.4 of AS 3600: 2001;

Particulars

Clauses 2.3 and 2.4 of AS 3600: 2001.

- (c) for earthquake actions and to comply with the requirements of AS 1170.4 and AS 3600;

Particulars

Clause 2.1.2 of AS 3600: 2009, alternatively, clause 2.8 of AS 3600: 2001 (referring to clause A.2.1 of Appendix A).

- (d) to be robust in accordance with the procedures and criteria given in section 6 of AS 1170.0;

Particulars

Clause 2.1.3 of AS 3600: 2009, alternatively, clause 2.1.1 of AS 3600: 2001.

- (e) to be durable in accordance with the procedures and criteria given in section 4 of AS 3600.

Particulars

Clause 2.1.4 of AS 3600: 2009, alternatively, clause 2.6 of AS 3600: 2001.

Strength and serviceability

- 72. Pursuant to the Calibre Consultant Agreement, Calibre was required to undertake strength checks for the Stage 7 Buildings and their component parts using:

- (a) the procedures specified in clauses 2.2.2 to 2.2.6 of AS 3600: 2009; and
- (b) the methods of structural analysis specified in section 6 of AS 3600: 2009.

Particulars

Clause 2.2.1 of AS 3600: 2009.

- 73. Alternatively, Calibre was required to undertake strength checks for the Stage 7 Buildings and their component parts using:

- (a) the procedures specified in clause 2.3 of AS 3600: 2001; and
- (b) the methods of structural analysis specified in section 12 of AS 3600: 2001.

Particulars

Clause 2.3 and section 12 of AS 3600: 2001.

- 74. When undertaking strength checks Calibre was required to consider the actual structural behaviour of the component parts of the Stage 7 Buildings in three dimensions.

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Particulars

Clauses 6.1.1 and 6.1.2 of AS 3600: 2009, alternatively, clause 7.8 of AS 3600: 2001.

75. Calibre was required to undertake design checks for the Stage 7 Buildings for all appropriate service conditions (including deflection, cracking and vibration) to ensure the structure would perform in a manner appropriate for its intended function and purpose.

Particulars

Clause 2.3.1 of AS 3600: 2009, alternatively, clauses 2.1.1 and 2.4.2 to 2.4.5 of AS 3600: 2001.

Earthquake actions

76. Calibre was required to design the Stage 7 Buildings such that they complied with the seismic design requirements of AS 1170.4: 2007 and AS 3600.

Particulars

Paragraphs 55 to 69 above and the particulars thereto are repeated and referred to.

Robustness

77. Calibre was required to detail each structural block such that all parts of the structure are tied together both in the horizontal and the vertical planes so that the structure can withstand an event without being damaged to an extent disproportionate to that event.

Particulars

Clause 6.2 of AS 1170.0.

78. The design of each structural block was to provide load paths to the foundations for forces generated by all types of actions from all parts of the structure.

Particulars

Clause 6.2 of AS 1170.0.

Durability – reinforcement concrete cover

79. The Stage 7 Buildings were to be designed for durability.

Particulars

Clauses 2.1.4 and 4.2 of AS 3600: 2009, alternatively section 4 of AS 3600: 2001.

80. Durability in design was to be allowed for by determining the exposure classification of the structure and complying with the appropriate requirements for concrete cover to reinforcement.

Particulars

Clause 4.2(e) of AS 3600: 2009, alternatively, clause 4.3 of AS 3600: 2001.

81. For determining cover requirements for corrosion protection, the exposure classification of the structure was to be determined for the surface from which the cover is measured.

Particulars

Clause 4.3.1(b) of AS 3600: 2009, alternatively, clause 4.3.1(c) of AS 3600: 2001.

82. The exposure classification for surfaces in above ground exterior environments in areas that are near coastal (1km to 50km from coastline) was B1.

Particulars

Clause 4.3.1(a) and Table 4.3 of AS 3600: 2009, alternatively, clause 4.3.1(a) and Table 4.3 of AS 3600: 2001.

83. The cover requirements for corrosion protection for exposure classification B1 for concrete cast in formwork (40mPa concrete) was 30mm.

Particulars

Clause 4.10.3.2 of AS 3600: 2009, alternatively, clause 4.10.3.2 of AS 3600: 2001.

Corbel joints (AS 3600: 2009)

84. All corbel joints in the Stage 7 Buildings were to be designed for:
- (a) strength, using a form of analysis listed in clause 12.1.2 of AS 3600: 2009; and
 - (b) serviceability, in accordance with clauses 2.3 and 12.7 of AS 3600: 2009.

Particulars

Clauses 2.1.2 and 2.1.3 of AS 3600: 2009.

85. When designing band-on-band sliding corbel expansion joints (comprised of two adjoining band beams with corbel nibs, one of which rests on the other) and slab-on-band sliding corbel expansion joints (comprised of one slab resting on a supporting band beam with a corbel nib), Calibre was able to check for strength using a strut-and-tie analysis and the checking procedure set out in clause 2.2.4 of AS 3600: 2009.

Particulars

Clauses 7.6.1, 12.1.1, and 12.1.2 of AS 3600: 2009.

86. In addition, all corbel joints in the Stage 7 Buildings were to be designed and constructed to comply with the following:
- (a) the tensile reinforcement shall be anchored at the free end of the corbel, either by a welded or mechanical anchorage, or by a loop in either the vertical or horizontal plane. Where the main reinforcement is looped, the loaded area of the corbel shall not project beyond the straight portion of the reinforcement;
 - (b) horizontal forces resulting from the supported member, because of factors, such as movement, shrinkage, temperature and prestress, shall be assessed but shall not be taken as less than 20% of vertical forces;
 - (c) the line of action of the load shall be at one third the width of the bearing from the free end of a corbel; and
 - (d) where a flexural member is being supported, the outside face of a nib shall be protected against spalling.

Particulars

Clause 12.3 of AS 3600: 2009.

87. In addition, all corbel joints which comprised stepped joints in beams and slabs were to be designed and constructed to comply with the following:
- (a) the horizontal reinforcement shall extend at least a distance equal to the beam depth beyond the step and shall be provided with anchorage beyond the plane of any potential shear crack;

- (b) hanging reinforcement shall be placed as close as possible to the vertical face of the step.

Particulars

Clause 12.4(c) and (d) of AS 3600: 2009.

88. When using a strut-and-tie model in strength design (and for evaluating strength) of non-flexural members and non-flexural regions (including corbels and continuous nibs), the strut-and-tie model must satisfy the following requirements:

- (a) loads shall be applied at nodes, and the struts and ties shall be subjected only to axial loads;
- (b) the model shall provide load paths to carry the loads and other actions to the supports or into adjacent regions;
- (c) the model shall be in equilibrium with the applied loads and the reactions;
- (d) in determining the geometry of the model, the dimensions of the struts, ties and nodal zones shall be taken into account;
- (e) ties shall be permitted to cross struts;
- (f) struts shall cross or intersect only at nodes;
- (g) for reinforced concrete members at a node point, the angle between any axes of any strut and tie shall be not less than 30°; and
- (h) for prestressed concrete members at a node point, the angle between any axes of any strut and tie with a tendon acting as the reinforcement shall be not less than 20°.

Particulars

Clause 7.1 of AS 3600: 2009.

89. When using a strut-and-tie analysis for evaluating strength:

- (a) the forces acting on all struts and ties and nodes is to be determined for the critical combinations of factored actions as specified in AS 1170.0 and clause 2.4 of AS 3600: 2009;

Particulars

Clause 2.2.4(b) of AS 3600: 2009.

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- (b) the design strength of a strut is to be calculated using the equation in clause 7.2.3 of AS 3600: 2009;
- (c) the design strength of a tie is to be calculated using the equation in clause 7.3.2 of AS 3600: 2009;
- (d) the design strength of a node is to comply with the minimum requirements of clause 7.4.2 of AS 3600: 2009;
- (e) the analysis must consider:
 - (i) the interaction of the structure with the foundation and other adjacent structures; and
 - (ii) the real, three-dimensional nature of the structure;

Particulars

Clauses 6.1.2 and 7.5 of AS 3600: 2009.

- (f) the analysis must include checks to investigate the sensitivity of the results of the strut-and-tie analysis to variations in geometry and modelling parameters; and

Particulars

Clauses 6.8.2 and 7.5 of AS 3600: 2009.

- (g) the requirements of clause 2.2.4 of AS 3600: 2009 must be satisfied.

Particulars

Clause 7.6.1 of AS 3600: 2009.

Joints – movement and construction (AS 3600: 2009)

90. Movement joints separating structural blocks were to be designed and constructed:
- (a) to impart complete separation between concrete members in adjoining structural blocks;
 - (b) so that the spacing of movement joints was sufficient to take into account effects such as shrinkage, temperature movements, moisture change, creep other relevant factors (such as seismic movements); and
 - (c) to allow movement to occur without impairing the load-carrying capacity and serviceability of the structure.

Particulars

Clause 14.1.3 of AS 3600: 2009.

91. In addition, movement joints separating structural blocks were to be designed and constructed:
- (a) with material infill, consisting of a joint filler or sealant (or both) which shall remain in place and deform in response to loading and movement without undergoing any change that will adversely affect the functionality of the joint; and
 - (b) so that joints would be sealed or otherwise detailed to prevent the entry of dirt or incompressible material into the joint which would detrimentally affect the joint movement or operation.

Particulars

Clause 14.1.4 of AS 3600: 2009.

92. Construction joints were to be located in regions of minimal shear force.

Particulars

Clause 14.1.2.2 of AS 3600: 2009.

Corbel joints (AS 3600: 2001)

93. In the alternative to paragraphs 84 to 89, all corbel joints in the Stage 7 Buildings were to be designed for strength and serviceability using a form of analysis listed in clause 12.1.1.2 of AS 3600: 2001.
94. When designing band-on-band sliding corbel expansion joints (comprised of two adjoining band beams with corbel nibs, one of which rests on the other) and slab-on-band sliding corbel expansion joints (comprised of one slab resting on a supporting band beam with a corbel nib), Calibre was able to check for strength using a strut-and-tie analysis and the checking procedure set out in clause 12.1.2 of AS 3600: 2001.
95. In addition, all corbel joints in the Stage 7 Buildings were to be designed to comply with the following:
- (a) the depth of the outside face shall not be less than half the depth at the face of the support;

- (b) the line of action of the load may be taken at the outside edge of the bearing pad if any, or at the commencement of any edge chamfer, or at the outside face of the corbel as appropriate. Where a flexural member is being supported, the outside face of the corbel shall be protected against spalling;
- (c) the tensile reinforcement shall be anchored at the free end of the corbel, either by a welded or mechanical anchorage, or by forming a loop in either the vertical or horizontal plane. Where the main reinforcement is looped, the loaded area of the corbel shall not project beyond the straight portion of the reinforcement; and
- (d) additional horizontal tensile reinforcement, having a total area equal to half of the main tensile reinforcement area, shall be distributed over the upper two thirds of the corbel.

Particulars

Clause 12.1.2.6 of AS 3600: 2001.

96. In addition, all corbel joints which comprised:

- (a) continuous concrete nibs designed as short cantilever slabs were to be designed taking into account horizontal forces and movements from the supported members and to comply with the following:
 - (i) the projection of the nib shall provide adequate bearing for the type of member supported;
 - (ii) the line of action of the load may be taken at the outside edge of the bearing pad, if any, or at the commencement of any edge chamfer, or at the outside face of the nib as appropriate. Where a flexural member is being supported, the outside face of the nib shall be protected against spalling; and
 - (iii) the tensile reinforcement shall be anchored at the free end of the nib either by a welded or mechanical anchorage, or by forming a loop in either the vertical or horizontal plane. Where the main reinforcement is looped, the loaded area shall not project beyond the straight portion of the reinforcement;

Particulars

Clause 12.1.2.7 of AS 3600: 2001.

- (b) stepped joints in beams and slabs were to be designed and constructed to comply with the following:
 - (i) the horizontal reinforcement shall extend at least a distance equal to the beam depth beyond the step and shall be provided with anchorage beyond the plane of any potential shear crack; and
 - (ii) hanging reinforcement shall be placed as close as possible to the vertical face of the step.

Particulars

Clause 12.1.2.8 of AS 3600: 2001.

97. When using a strut-and-tie model in strength design (and for evaluating strength) of non-flexural members (including corbels, continuous nibs and stepped joints):
- (a) the member shall be idealized as a series of tension ties and concrete struts interconnected at nodes to form a truss, to carry the loads to the supports; and
 - (b) in the idealization, the size of the strut and ties shall be no larger than the capacity of the nodes to transfer forces between the elements of the idealization.

Particulars

Clauses 7.1.1(h) and 12.1.2.1 of AS 3600: 2001.

98. When using a strut-and-tie analysis for evaluating strength:
- (a) the forces acting on all struts and ties and nodes is to be determined for loads and actions as specified in clause 3.1 of AS 3600: 2001;

Particulars

Clauses 3.1.1, 3.1.2 and 3.1.3 of AS 3600: 2001.

- (b) the design strength of a strut is to be calculated using the equation in clause 12.1.2.2 of AS 3600: 2001;
- (c) the design strength of a tie is to be calculated in accordance with section 13 of AS 3600: 2001;
- (d) the design strength of nodes is to be assessed by reference to clause 12.1.2.3 of AS 3600: 2001; and

- (e) the analysis must consider:
 - (i) the interaction of the structure with the foundation and other adjacent structures; and
 - (ii) the real, three-dimensional nature of the structure.

Particulars

Clauses 3.1.3 and 7.8.1 of AS 3600: 2001.

Joints – movement and construction (AS 3600: 2001)

99. In the alternative to paragraphs 90 to 92, movement joints separating structural blocks were to be designed and constructed so that the assessed relative movement or rotation between the parts of the structure or member on either side of the joint can occur without impairing the load carrying capacity and serviceability of the structure or member.

Particulars

Clause 14.1.2 of AS 3600: 2001.

100. In the alternative to paragraphs 90 to 92, construction joints, including a joint between precast segments in a part of a structure or member, shall be designed and constructed so that the load carrying capacity and serviceability of the structure or member will be unimpaired by the inclusion of the construction joint.

Particulars

Clause 14.1.1 of AS 3600: 2001.

F.5 Design Life

101. By reason of the matters set out in the

- (a) Calibre Consultant Agreement; and
- (b) the Calibre 'Brief',

the Stage 7 Buildings were to be designed with a design life that accorded with AS 3600, being at least 50 years.

Particulars

- (a) Clause 4.1 of AS 3600: 2009.
- (b) Alternatively, Clause 4.1 of AS 3600: 2001.

- (c) Calibre Consultant Agreement clauses 3(l) and 3(r) and the Calibre Brief.
- (d) Further, see drafting note to Clause F3 of AS 1170.0: 2002.

G Calibre's structural design

G.1 Calibre's seismic design

102. Pursuant to the Calibre Consultant Agreement, Calibre was required to design, and certified that it had designed, the Stage 7 Buildings to resist earthquake actions in accordance with AS 1170.4: 2007.

Particulars

The design requirement is set out in the Calibre Consultant Agreement, clauses 2(a), 3(a), 3(l), 3(m), 3(r), 3(s), and 4, and the Calibre Brief.

103. ~~Further material facts as to the Regulation 1507 Certificates issued by Cesarello of Calibre (the **Cesarello Certificates**) and/or Anthony Spencer (**Spencer**) of Calibre (the **Spencer Certificates**) are set out~~ issued a Regulation 1507 Certificate on each of the dates in Column B of Schedule 2 certifying that the documents identified in Column C of Schedule 2 complied with the standards identified in Column D of Schedule 2, and which in each case was relied upon for the grant of a building permit.
104. In designing the Stage 7 Works, Calibre purported to adopt the EDC II design methodology as set out at paragraph 64 above.
105. In implementing the EDC II design methodology, Calibre:
- (a) made the following assessments of the Stage 7 Site:
 - (i) that the site sub-soil class of the Stage 7 Site was Class B_e – Rock; and
 - (ii) that the hazard factor (Z) for the Stage 7 Site was 0.08;
 - (b) calculated the minimum horizontal force to be resisted by the Stage 7 Buildings by:
 - (i) reference to representative (or sample) structural blocks; and

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- (ii) using the 'simplified design for structures not exceeding 15 metres' set out in clause 5.4.2.3 of AS 1170.4: 2007; and,
- (c) undertook a two-dimensional analysis of earthquake forces required to be resisted by the Stage 7 Buildings.

Particulars

Earthquake loading calculation sheet annexed to a spreadsheet dated 11 April 2014 [CAL.500.001.0028].

G.2 An experienced structural engineer

106. An experienced structural engineer exercising reasonable care and skill would:

- (a) In the premises of paragraph 61, have concluded that the site sub-soil class of the Stage 7 Site most closely resembled Class C_e – Shallow soil, not Class B_e – Rock;

Particulars

- (a) Geotechnical report prepared by NSP Geotechnics Pty Ltd dated 30 July 2010 [PAC.003.004.0034];
 - (b) Geotechnical report prepared by NSP Geotechnics Pty Ltd dated 16 December 2013 [CAL.501.001.3597].
- (b) have assessed the hazard factor (Z) for the Stage 7 Site as 0.09, not 0.08;

Particulars

Table 3.2 of AS 1170.4: 2007.

- (c) have conducted a three-dimensional analysis taking into account:
 - (i) the three-dimensional (orthogonal and torsional) load requirements when modelling the structural blocks; and
 - (ii) the three-dimensional effects of any earthquake action on the Stage 7 Buildings,

rather than undertaking a two-dimensional analysis;

Particulars

Sections 5.4.2 and 6 of AS 1170.4: 2007.

- (d) in the premises of paragraph 67, have calculated the minimum horizontal force to be resisted by the Stage 7 Buildings:
 - (i) by undertaking a full static analysis; or
 - (ii) by adopting EDC III and undertaking a full dynamic analysis, not by using the 'simplified design for structures not exceeding 15 metres' set out in clause 5.4.2.3 of AS 1170.4: 2007;
- (e) have calculated the vertical distribution of horizontal forces at each level of each structure as required by clauses 6.3 and 6.6 of AS 1170.4: 2007;
- (f) have calculated storey drifts, member forces and moments due to P-delta effects for each level of each structure as required by clause 6.7 of AS 1170.4: 2007; and
- (g) not have undertaken the seismic design of the Stage 7 Buildings by reference to a representative (or sample) structural block but rather would have modelled each structural block on the basis that the structural design of the Stage 7 Buildings was highly complex because:
 - (i) it involved the design of numerous independent structural blocks in close proximity; and
 - (ii) the structural blocks comprising the Stage 7 Buildings were irregular and included rigid structural elements that were eccentrically located in plan.

G.3 Calibre's seismic design was non-compliant

107. The seismic design for the Stage 7 Buildings prepared by Calibre did not meet the requirements of EDC II in the following respects:
- (a) contrary to clause 5.4.2 of AS 1170.4: 2007, the Stage 7 Buildings do not have sufficient strength to resist the horizontal seismic forces at the ultimate limit state generated by a 1/1,000-year seismic event calculated using the static method:
 - (i) when those forces are applied in one direction;
 - (ii) further or alternatively, when those forces are applied in two directions, with 100% of the forces applied in one direction and 30% of the forces applied in the perpendicular direction; or

- (iii) further or alternatively, when those forces are applied eccentrically, including:
 - (A) in respect of those blocks with rigid structural elements irregularly located in plan, to account for eccentricity arising from the irregular placement of rigid structural elements; and
 - (B) in respect of all blocks, to account for accidental eccentricity in accordance with clause 6.6 of AS 1170.4: 2007;
- (b) contrary to clauses 5.4.2.1 and 5.4.4 of AS 1170.4: 2007, precast concrete walls throughout the Stage 7 Buildings do not have sufficient deformation and rotational capacity because those walls are connected to the foundations and the larger concrete superstructure by structural dowels that do not have adequate tension capacity;
- (c) contrary to clause 5.4.5 of AS 1170.4: 2007, the oversized blocks exceed 15 metres in height and are not sufficiently separated from other structural blocks to avoid damaging contact between adjoining blocks in the event of a 1,000-year seismic event;
- (d) contrary to clause 5.4.5 of AS 1170.4: 2007, there is insufficient separation between all structural blocks so as to avoid damaging contact between adjoining blocks in the event of a 1,000-year seismic event, this failure impacting the structure of the current Stage 7 Buildings and any potential further development upon those buildings; and
- (e) contrary to clause 6.7.3 of AS 1170.4: 2007, the Stage 7 Buildings have *P*-delta effects that were not within the limits prescribed under AS 1170.4: 2007.

Particulars

Particulars of the particular structural blocks which suffer from the above non-compliances will be provided following the provision of expert evidence.

108. In addition, the seismic design of the Stage 7 Buildings does not comply with the requirements of AS 1170.4: 2007 in the following ways:
- (a) contrary to clause 5.2.1 of AS 1170.4: 2007, the Stage 7 Buildings do not have a clearly defined load path because the Stage 7 Buildings incorporate precast concrete elements irregularly located in plan;

- (b) the structural blocks comprising the Stage 7 Buildings are not sufficiently separated to avoid damaging contact in a 1,000-year seismic event;

Particulars

Clause 5.4.5 of AS 1170.4: 2007.

- (c) the Stage 7 Buildings were designed with rigid structural elements that form structural connections across movement joints, such that:
 - (i) movement joints do not impart complete separation between adjoining structural blocks; and
 - (ii) adjacent structural blocks are unable to move independently;

Particulars

Clauses 5.2.3 and 5.4.5 of AS 1170.4: 2007.

- (d) the Stage 7 Buildings were not designed to accommodate total horizontal deflections as follows:
 - (i) typical movement joints between adjacent structural blocks cannot accommodate total horizontal deflections of both adjacent blocks without damaging contact between adjacent blocks;

Particulars

- (a) Clauses 14.1.3.1 and 14.1.3.2 of AS 3600: 2009, alternatively, clause 14.1.2 of AS 3600: 2001.
- (b) The separation between typical movement joints was detailed as being 15mm, which is insufficient to accommodate the total horizontal deflections of any adjoining structural blocks as shown in drawings such as drawings:
 - (i) M120038-S230 [QPW.506.001.0052];
 - (ii) M120038-S239 [QPW.501.001.6713];
 - (iii) M120038-S243 [QPW.501.001.6717];
 - (iv) M120038-S245 [QPW.503.003.5568];
 - (v) M120038-S330 [QPW.501.001.6756];
 - (vi) M120038-S333 [QPW.501.001.6759];

- (vii) M120038-S334 [QPW.501.001.6760];
 - (viii) M120038-S337 [QPW.501.001.6763];
 - (xi) M120038-S338 [QPW.501.001.6764];
 - (x) M120038-S339 [QPW.501.001.6765];
 - (xi) M120038-S343 [QPW.501.001.6770]; and
 - (xii) M120038-S413 [QPW.501.001.6825].
- (c) Further particulars will be provided in relation to particular movement joints following the provision of expert evidence.
- (ii) typical corbel joints have corbel nibs on supporting band beams and, in the case of band-on-band corbel joints, the supported band beams are insufficiently wide to accommodate the total horizontal deflections of both adjoining structural blocks without the supported corbel adversely loading the supporting corbel or falling off the supporting corbel.

Particulars

- (a) Clauses 14.1.3.1 and 14.1.3.2 of AS 3600: 2009, alternatively, clause 14.1.2 of AS 3600: 2001.
- (b) The width of typical corbel nibs throughout the Stage 7 Buildings was detailed as being 200mm, which is insufficient to accommodate the total horizontal deflections of adjoining blocks without the supported corbel adversely loading the supporting corbel or falling off the supporting corbel.
- (c) Particulars will be provided in relation to particular corbel nibs following the provision of expert evidence.

G.4 Calibre's reinforced concrete structures design

109. Pursuant to the Calibre Consultant Agreement, Calibre was required to design, and certified that it had designed, the Stage 7 Buildings to the Australian Standard for Concrete Structures, AS 3600.

Particulars

The plaintiffs repeat and rely on the particulars to paragraph 102.

110. Of the ten Regulation 1507 Certificates issued by Cesarello and Spencer on behalf of Calibre certifying the design of the Stage 7 Buildings pursuant to AS 3600:
- (a) six certified the design complied with AS 3600: 2009; and
 - (b) four certified the design complied with AS 3600: 2001.

Particulars

The plaintiffs repeat and rely on the particulars to paragraph 102.

111. In designing the Stage 7 Buildings pursuant to AS 3600: 2009, alternatively, AS 3600: 2001, Calibre:
- (a) assumed that the Stage 7 Buildings had an exposure classification of A2;
 - (b) typically provided for separation of 15mm between corbel joints;
 - (c) provided for typical corbel nibs that were 200mm wide;
 - (d) did not document a chamfer on all supporting corbel nibs;
 - (e) typically designed corbel nibs in band beams without looped reinforcement that extended to the free end in the perpendicular direction;
 - (f) typically provided for slab-to-slab movement joints to be connected by 6mm Danley Diamond dowels;
 - (g) specified bearing pad assemblies that:
 - (i) were not the same width as the corbel nib;
 - (ii) allowed for total horizontal movements of only 30mm; and
 - (iii) were 600mm long and were to be placed with 600mm gaps between bearing pads; and
 - (h) specified (for typical movement joints) that joints be sealed with a Granor Wizflex joint sealing system without specifying a specific product to be installed.

Particulars

Calibre specified for a Granor Wizflex joint sealing system to be used, including in the following drawings:

- (a) M120038-S231 [QPW.501.001.6705];
- (b) M120038-S232 [QPW.501.001.6706];

- (c) M120038-S233 [QPW.501.001.6707];
- (d) M120038-S234 [QPW.501.001.6708];
- (e) M120038-S237 [QPW.501.001.6711];
- (f) M120038-S239 [QPW.501.001.6713];
- (g) M120038-S240 [QPW.501.001.6714];
- (h) M120038-S243 [QPW.501.001.6717];
- (i) M120038-S244 [QPW.501.001.6718];
- (j) M120038-S245 [QPW.503.003.5568];
- (k) M120038-S246 [QPW.506.001.0064];
- (l) M120038-S330 [QPW.501.001.6756];
- (m) M120038-S333 [QPW.501.001.6759];
- (n) M120038-S334 [QPW.501.001.6760];
- (o) M120038-S335 [QPW.501.001.6761];
- (p) M120038-S336 [QPW.501.001.6762];
- (q) M120038-S337 [QPW.501.001.6763];
- (r) M120038-S338 [QPW.501.001.6764];
- (s) M120038-S339 [QPW.501.001.6765];
- (t) M120038-S340 [QPW.506.001.0103];
- (u) M120038-S341 [QPW.501.001.6768];
- (v) M120038-S343 [QPW.501.001.6770]; and
- (w) M120038-S413 [QPW.501.001.6825].

112. In designing the corbel joints, Calibre:

- (a) did not check the strength of the joints using a strut-and-tie analysis in accordance with AS 3600, or any other form of analysis specified by AS 3600; and
- (b) did not consider, adequately, or at all:
 - (i) the interaction of the structure with the foundation and other adjacent structures; and

- (ii) the real, three-dimensional nature of the structure.

G.5 An experienced structural engineer

113. An experienced structural engineer exercising reasonable care and skill would:

- (a) have concluded that the Stage 7 Buildings had an exposure classification of B1;
- (b) have conducted a structural analysis which considered and properly accounted for the real, three-dimensional nature of the structure;
- (c) have calculated member forces consequent of three-dimensional behaviour in movement joints separating adjacent structural blocks;
- (d) have ensured that corbels were designed in accordance with the requirements of AS 3600;
- (e) have designed movement joints capable of controlling movement and providing sufficient articulation to meet their intended function without impairing the load carrying capacity or serviceability of the structure or the individual member;
- (f) have considered pounding for all structural blocks regardless of height because of the complexities of the structure, including the close proximity of adjoining structural blocks;
- (g) not have specified 6mm Danley Diamond dowels for use in suspended slabs;
- (h) have specified:
 - (i) bearing pads that were:
 - (A) the same width as the corbel nib;
 - (B) designed with a movement allowance that exceeded the total horizontal movements of the relevant structural block; and
 - (ii) that bearing pads were to be installed continuously along the length of corbel joints, as opposed to being installed with a 600mm gap between pads; and
- (i) have specified joint fillers capable of preventing the entry of dirt or incompressible material into the joint so as to maintain the joint movement and operation of the joint.

G.6 Calibre's reinforced concrete structural design was non-compliant

114. The reinforced concrete structural design for the Stage 7 Buildings prepared by Calibre does not meet the requirements of AS 3600 in the following respects:

- (a) the structural blocks do not have the strength and serviceability specified in clause 2.1 of AS 3600: 2009, alternatively, clauses 2.3 and 2.4 of AS 3600: 2001;

Particulars

Further particulars will be provided following expert evidence.

- (b) the structural blocks do not have the durability specified in clause 2.1.4 of AS 3600: 2009, alternatively, clause 2.6 of AS 3600: 2001;

Particulars

- (a) Design documentation generally showed concrete cover over reinforcement of less than 30mm, where the required cover is 30mm.
 - (b) Further particulars will be provided following expert evidence.
- (c) concrete cast in formwork did not comply with the cover requirements for corrosion protection in breach of clause 4.10.3.2 of AS 3600: 2009, alternatively clause 4.10.3.2 of AS 3600: 2001;

Particulars

- (a) Design documentation generally showed concrete cover over reinforcement of less than 30mm, where the required cover is 30mm.
 - (b) Further particulars will be provided following expert evidence.
- (d) the structural design of the corbel joints did not:
 - (i) have sufficient strength to meet the requirements of section 12 of AS 3600: 2009, alternatively clause 12.1.1.2 of AS 3600: 2001;
 - (ii) comply with the requirements of clauses 12.3(a) and (d) of AS 3600: 2009, alternatively, clauses 12.1.2.4, 12.1.2.6 and 12.1.2.7 of AS 3600: 2001;
 - (iii) comply with the requirements of clauses 12.4(c) and (d) of AS 3600: 2009, alternatively, clause 12.1.2.8 of AS 3600: 2001;

- (iv) comply with the requirements of clause 7.1(g) of AS 3600: 2009, alternatively, clauses 12.1.2.3, 12.1.2.4 and 12.1.2.5 of AS 3600: 2001; and
- (v) comply with the requirements of clauses 14.1.3.1 and 14.1.3.2 of AS 3600: 2009, alternatively, clause 14.1.2 of AS 3600: 2001;

Particulars

- (a) The corbel joints are designed so that the loaded portion of the corbel nib is over the bent portion of the U-shaped reinforcement, not the straight portion, particularly once expected creep-shrinkage and temperature effects are considered.
- (b) Corbel joints are designed with angles between struts and ties that are less than the minimum angles permitted under AS 3600.
- (c) Once the loaded area of the corbel nib extends beyond the straight portion of the reinforcement, the corbel nib is adversely loaded resulting in spalling and damage to the concrete.
- (d) Further particulars will be provided following expert evidence.
- (e) the bearing pads specified as part of the structural design did not comply with requirements of clauses 14.1.3.1 and 14.1.3.2 of AS 3600: 2009, alternatively, clause 14.1.2 of AS 3600: 2001;

Particulars

- (a) The bearing pads have insufficient movement allowance to accommodate the expected movement of the Stage 7 Buildings.
- (b) The load bearing elements are insufficient to transmit the load from the supported corbel down to the nib.
- (c) The seating width of bearing pads was not the same width of the corbel. The size and placement of bearing pads did not centre load above reinforcement within the corbel.
- (d) Further particulars will be provided following expert evidence.

- (f) the structural design of movement joints did not meet the requirements of clause 14.1.4 of AS 3600: 2009, alternatively, clause 14.1.2 of AS 3600: 2001;

Particulars

The design of movement joints failed to specify a sealant that was able to provide waterproofing and prevent the ingress of deleterious material into movement joints. Inadequate consideration was given to drainage to minimise the risk of water ingress or ingress of deleterious material.

- (g) the placement of construction joints did not meet the requirements of clause 14.1.2.2 of AS 3600: 2009, alternatively, clause 14.1.1 of AS 3600: 2001;

Particulars

- (a) Construction joints in relation to the car park ramp were not placed in locations so as to minimise shear force.
- (b) Further particulars will be provided following expert evidence.
- (h) confinement ties in certain columns did not meet the requirements of Table 10.7.4.3 of AS 3600: 2009, alternatively, the applicable concrete strength in those columns did not meet the strength requirements of AS 3600: 2001.

Particulars

- (a) The columns are located in the Purple Office Tower Zone.
- (b) Further particulars will be provided following expert evidence.

G.7 Design life

115. By reason the of the matters in paragraphs 105 to 108 and 111 to 114 above, the Stage 7 Buildings do not have the required design life.

Particulars

Particulars will be provided following expert evidence.

H Calibre Liability

H.1 Calibre contractual liability

116. By reason of the matters in paragraphs 102 to 105, 110 to 111, and 114 above and the defects in the structural design set out in paragraphs ~~407~~102 to 108 (the ***seismic design defects***) and paragraphs ~~109~~144 to 115 (the ***reinforced concrete design defects***) above, the Stage 7 Buildings, which have been constructed in accordance with that design:

- (a) do not meet the applicable Legislative Requirements;
- (b) were not designed and built to the requisite standard of care and skill; and
- (c) were not designed and built to so as to be suitable, appropriate, and adequate for the purposes of the Project as described in the Calibre Brief.

117. In breach of the Calibre Consultant Agreement by reason of the matters set out in paragraph 116, Calibre did not:

- (a) complete the structural design and perform the Services in accordance with the terms of the Calibre Consultant Agreement;

Particulars

Calibre Consultant Agreement, clause 2(a).

- (b) perform the Services by completing the structural design to the requisite standard of care and skill;

Particulars

Calibre Consultant Agreement, clause 3(a). See further, paragraphs 14, 15, 18(b)(a) and 19 herein.

- (c) comply with all Legislative Requirements in carrying out its work under the Calibre Consultant Agreement so that the structural design satisfied the requirements of the BCA, AS 1170.4: 2007 or AS 3600;

Particulars

Calibre Consultant Agreement, clause 3(l).

- (d) in preparing a structural design that did not comply with the BCA and Australian Standards, do all that was necessary and incidental for the proper performance of its obligations under the Calibre Consultant Agreement;

Particulars

Calibre Consultant Agreement, clause 3(m).

- (e) perform its work so that the structural design was suitable, appropriate and adequate for the purposes of the Project having regard to the assumptions it could reasonably have been expected to make had it used sound professional principles;

Particulars

Calibre Consultant Agreement, clause 3(r).

- (f) prepare the structural design of the Stage 7 Buildings in a manner consistent with the requirements of the Brief so as to satisfy all applicable Legislative Requirements of the BCA and Australian Standards;

Particulars

(a) Calibre Consultant Agreement, clause 3(s).

(b) Calibre Brief, paragraph 2.1.

- (g) carry out and complete the Services under the Calibre Consultant Agreement in accordance with the Brief;

Particulars

Calibre Consultant Agreement, clause 4(a).

- (h) obtain the consent of Wadren to the structural design of the Stage 7 Buildings being prepared in such a manner that the design implemented for the buildings departed from the requirements of the Brief, being to comply with applicable legislation and Australian Standards; and

Particulars

Calibre Consultant Agreement, clauses 4(b) and (c).

- (i) prepare the structural design of the Stage 7 Buildings in a manner that ensured compliance with statutory and authority requirements.

Particulars

Calibre Brief, paragraph 10.0.

H.2 Calibre reporting obligations

118. Further, terms of the Calibre Consultant Agreement and the Calibre Novation Deed required Calibre to ensure that the structural design for the Stage 7 Buildings and the Stage 7 Works complied with the provisions of those documents, the Calibre 'Brief, applicable Legislative Requirements and Australian Standards by undertaking regular inspection of the design and providing reports to Wadren during construction.

Particulars

Calibre Consultant Agreement, clauses 3(a), 3(l), 3(m), 3(r), 3(s), 4(a).

Calibre Novation Deed, see paragraph 119 below and the particulars thereto.

119. Calibre was required:
- (a) to inspect the Works during construction for compliance with the structural design it had prepared, and provide Wadren with monthly certificates or reports of such inspections, such obligation to continue after novation of its services, and such reports or certificates to:
 - (i) detail the quality of the Stage 7 Works and whether those works met the requirements of the structural design and if not report any non-compliance; and
 - (ii) detail any defects or omissions in the Stage 7 Works.

Particulars

- (a) Calibre Consultant Agreement [**PAC.002.001.1203**], clauses 3(a) and 3(u);
- (b) Calibre Consultant Agreement [**PAC.002.001.1203**], clause 4(d) (as amended by Calibre Novation Deed, clause 2.2(b));
- (c) Calibre Consultant Agreement [**PAC.002.001.1203**], Attachment 1, section 2.1;
- (d) Calibre Novation Deed [**PAC.002.002.3544**], Schedule A, Calibre Brief, section 2.8; and
- (d) Calibre Novation Deed [**PAC.002.002.3544**], clause 5(c).

- (b) to immediately report to Wadren any non-conformity of any design documents to the Works description upon becoming aware of the non-conformity;

Particulars

Calibre Novation Deed [**PAC.002.002.3544**], clause 5(d).

- (c) to do all things necessary and incidental for the proper performance of its obligations under the Calibre Consultant Agreement;

Particulars

Calibre Consultant Agreement [**PAC.002.001.1203**],
clauses 2(a) and 3(m).

- (d) at all times to ensure compliance with statutory and authority requirements and take the utmost duty of care with respect to performing its consultancy services; and

Particulars

- (a) Calibre Consultant Agreement [**PAC.002.001.1203**],
Attachment 1, sections 2.1 and 10.0; and
- (b) Calibre Novation Deed [**PAC.002.002.3544**],
Schedule A, Calibre Brief, sections 2.1, 2.8, and 9.

- (e) as soon as practicable after becoming aware of any matter that may or had adversely affected the Project, the costs of the Project or the scope, or carrying out of Calibre's structural design services, give written notice to Wadren detailing that matter or circumstance and its anticipated effect on the Project or the Services,

Particulars

Calibre Consultant Agreement [**PAC.002.001.1203**],
clause 3(k).

(the **Calibre Reporting Obligations**).

120. Pursuant to the Calibre Reporting Obligations, Calibre provided monthly statements to Wadren between May 2014 and 24 March 2017.

Particulars

Particulars of the monthly statements provided by Calibre to Wadren on each of the dates identified are set out in Schedule 3 (the ***Calibre Monthly Statements***).

121. In breach of the Calibre Reporting Obligations, and despite the Stage 7 Buildings being constructed in accordance with the Calibre structural design, which contained the seismic design defects and reinforced concrete design defects:

- (a) Calibre did not:
 - (i) immediately or at any time report to Wadren any non-conformity of the structural design documents to the Works description relating to matters of the seismic design requirements or corbel design requirements; and
 - (ii) by reason of subparagraph (i), do all things necessary and incidental for the proper performance of its obligations under the Calibre Consultant Agreement; and
- (b) Calibre did not give written notice to Wadren detailing the seismic design defects and the reinforced concrete design defects, notwithstanding that those defects:
 - (i) were matters that adversely affected the Project; and
 - (ii) would have been apparent to an experienced structural engineer in Calibre's position exercising reasonable care and skill and with knowledge of the BCA and Legislative Requirements applicable to the Stage 7 Works; and
- (c) the Calibre Monthly Statements provided to Wadren:
 - (i) did not provide adequate detail of the quality of the Stage 7 Works;
 - (ii) did not inform Wadren that the construction works as inspected did not meet the requirements of or conform with the Calibre Consultant Agreement or the Brief; and
 - (iii) did not provide detail to Wadren of defects or omissions in the Stage 7 Works,

in each case because the Calibre Monthly Statements did not identify the seismic design defects and reinforced concrete design defects.

122. Despite the existence of the matters set out in paragraph 121 above, and in breach of clauses 5(c) and 5(d) of the Calibre Novation Deed, each of the Calibre Monthly Statements provided to Wadren incorrectly indicated:

- (a) that the Works inspected substantially complied with the requirements of the Calibre structural design; and
- (b) that the structural design had relevantly been prepared in accordance with:
 - (i) in respect of the structural design for Works periodically inspected by Calibre between the date of the Calibre Consultant Agreement and 21 September 2016, the Calibre Consultant Agreement; and
 - (ii) in respect of the structural design for Works periodically inspected by Calibre between the date of the Calibre Consultant Agreement and 24 March 2017, the Calibre Brief.

123. As a result of Calibre's breaches of the Calibre Consultant Agreement, the Calibre Novation Deed and the Calibre Brief as set out in paragraphs 116 to 122, Wadren has suffered loss and damage.

I Probuild and the structural design

I.1 Probuild's design obligations

124. In accordance with the D&C Contract, Probuild:

- (a) agreed to design and perform the Works to accord with and satisfy the Principal's Project Requirements;

Particulars

FIOA, clauses 3.1(b) and 6.2.

- (b) warranted that it would at all times be suitably qualified and experienced under applicable Legislative Requirements to perform and would exercise due skill, care and diligence in the execution and completion of the structural design for the Stage 7 Buildings;

Particulars

General Conditions, clause 4.1(a).

- (c) agreed and warranted that it had carefully checked the Preliminary Design and that it was suitable, appropriate and adequate for the Stated Purpose;

Particulars

General Conditions, clause 4.1(c).

- (d) agreed to execute and complete the Probuild Design Obligations and produce the Design Documents to accord with the Principal's Project Requirements and, upon novation, retain Calibre to perform its work under the Calibre Consultant Agreement;

Particulars

General Conditions, clause 4.1(d).

- (e) agreed to execute and complete the work under the D&C Contract in accordance with the Design Documents so that, when completed, the Stage 7 Buildings would:
 - (i) be fit for their Stated Purpose; and
 - (ii) comply with all the requirements of the D&C Contract and all Legislative Requirements;

Particulars

General Conditions, clause 4.1(e).

- (f) agreed to assume all risk in relation to the design of the Works and for any deficiencies in the existing design including any errors, omissions or discrepancies in the Preliminary Design, and in respect of any other Design Documents;

Particulars

General Conditions, clause 4.1(f).

- (g) acknowledged that Wadren relied upon its advice, skill and judgment to review and develop the Preliminary Design, and to undertake and arrange the finalisation of the design of the Works in accordance with its Design Obligations;

Particulars

General Conditions, clause 7.1(a).

- (h) agreed to procure Calibre's finalisation of the Design Documents in accordance with the Contract requirements, including Probuild's Design Obligations, and all other Principal's Project Requirements;

Particulars

General Conditions, clause 7.1(c).

- (i) agreed to accept the novation of Calibre's Consultant Agreement and that it would arrange for the preparation and completion by Calibre of the required Design Documents in accordance with the Contract and ensure that they are fit for the purposes stated in the Principal's Project Requirements;

Particulars

General Conditions, clauses 7.1(d) and 7.3(a).

- (j) agreed to review and correct all errors, omissions and deficiencies in the Preliminary Design to ensure compliance with the Principal's Project Requirements;

Particulars

General Conditions, clause 7.1(f).

- (k) acknowledged and agreed that the Design Documents were required to be prepared using Good Design and Construction Practices, in accordance with accepted practices and standards in the Australian engineering and construction industry;

Particulars

General Conditions, clause 7.1(g).

- (l) agreed that in completing the design documentation for the Stage 7 Buildings it would comply and ensure that Calibre complied with the Contract requirements, accepted industry standards and accepted practices in the Australian engineering and construction industry and using Good Design and Construction Practice;

Particulars

General Conditions, clause 7.3(b).

- (m) agreed that in respect of the Design Documents for the Works it would assume risk and responsibility for the design documents and the final design for the Stage 7 Buildings;

Particulars

General Conditions, clause 7.6.

- (n) agreed to satisfy all Legislative Requirements (meaning the BCA and applicable Australian Standards) required for performance of its work under the D&C Contract; and

Particulars

General Conditions, clause 14.1.

- (o) agreed to notify the Superintendent, and thereby Wadren, if a Legislative Requirement was at variance with a provision of the D&C Contract.

Particulars

General Conditions, clause 14.1.

125. The D&C Contract required Probuild to undertake its design obligations:

- (a) in accordance with and in order to satisfy the Principal's Project Requirements, prudent engineering and accepted industry practice;

Particulars

FIOA, clause 6.2.

- (b) so as to make appropriate allowance in the Design Documents for the requirements of Safety Legislation and for the elimination where possible, or the minimisation, of risks to health and safety in the design and construction;

Particulars

General Conditions, clause 7.1(g).

- (c) in accordance with all applicable Legislative Requirements and Australian Standards;

Particulars

General Conditions, clause 7.1(g).

- (d) in order to comply with or exceed all building codes, regulations and laws and as a minimum, comply with Australian Standards relevant to the construction industry; and

Particulars

D&C Contract, Annexure Part L, Principal's Project Requirements, paragraph 2.3.

- (e) in accordance with industry best practices and to comply with or exceed the current BCA and all relevant Australian Standards.

Particulars

- (a) D&C Contract, Annexure Part L, Principal's Project Requirements paragraph 8.
- (b) The D&C Contract was signed in March 2014. As at March 2014 the current BCA was BCA 2013 and the relevant Australian Standard for seismic design was AS 1170.4: 2007, and the relevant Australian Standard for concrete structures was AS 3600: 2009.

126. By reason of the matters set out in paragraphs 37 to 40 and 124 to 125 above, the contractual design standard applicable to the D&C Contract was:

- (a) the BCA and relevant Australian Standards current as at the date of the D&C Contract;

Particulars

The D&C Contract is dated 21 March 2014. The applicable BCA as at 21 March 2014 was BCA 2013 and the applicable Australian Standards were, relevantly, AS 1170.4: 2007 and AS 3600: 2009.

- (b) alternatively, BCA 2009 and the applicable Australian Standards in accordance with the Dispensation.

127. By reason of the matters set out in paragraphs 124 to 126 above, Probuild:

- (a) was ultimately responsible for the preparation of the structural design of the Stage 7 Buildings; and
- (b) was required to design and construct the Stage 7 Buildings:

- (i) to comply with BCA 2013, AS 1170.4: 2007 and AS 3600: 2009 or, alternatively, AS 3600: 2001;
- (ii) to the requisite standard of skill, care, and diligence;
- (iii) in accordance with industry best practices;
- (iv) to comply with accepted industry standards;
- (v) in accordance with accepted practices in the Australian engineering and construction industry;
- (vi) in a sound and workmanlike manner;
- (vii) with due care and skill in applying proper, professional design, engineering, construction and maintenance procedures;
- (viii) making appropriate allowance in the Design Documents for the requirements of Safety Legislation and for the elimination wherever possible, alternatively, the minimisation, of risks to health and safety in the design, construction and use of the Stage 7 Buildings; and
- (ix) so that those buildings were fit for:
 - (A) the Stated Purpose; and
 - (B) the purposes stated in the Principal's Project Requirements,

(the *Probuild Design Obligations*).

I.2 Structural Blocks separated by movement joints

- 128. The Plaintiffs repeat paragraphs 46 to 54 and the particulars subjoined thereto in section F above.
- 129. The Stage 7 Buildings were required to be designed and constructed:
 - (a) to withstand the combination of actions, including live loads, dead loads and earthquake loading, to which they may be reasonably subjected; and

Particulars

Clause BF1.1 of the BCA.

- (b) either:
 - (i) to perform adequately under all reasonably expected design actions, withstand extreme or frequently repeated design actions, and 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 by resisting those loads and actions; or

Particulars

Clause BP1.1(a) of BCA 2013.

- (ii) alternatively, to remain stable and not collapse and to minimise local damage and loss of amenity (through excessive deformation, vibration or degradation) by resisting those loads and actions.

Particulars

Clause BP1.1 of BCA 2009.

- (c) to withstand structural loads calculated by reference to:
 - (i) AS 1170.1 (Permanent, imposed and other actions) for live loads and dead loads; and
 - (ii) AS 1170.4 (Earthquake actions in Australia) for earthquake loads.

Particulars

- (a) Clause B1.2 of the BCA.
 - (b) Specification A1.3 of the BCA.
- (d) with the structural resistance required by AS 3600 (Concrete Structures).

Particulars

Clause B1.4 of the BCA.

I.3 Seismic requirements

- 130. In order for the Stage 7 Buildings to be deemed to comply with the requirements set out in subparagraph 129(b) above, they were to be designed and constructed to resist earthquake loads in accordance with AS 1170.4.2007.

Particulars

Clauses B1.0(a) and B1.2 of the BCA.

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131. In addition, the Stage 7 Buildings were to be designed and constructed to account for earthquake actions and to comply with the requirements of AS 1170.4: 2007 and AS 3600 (including the provisions of Appendix C).

Particulars

Clause 2.1.2 of AS 3600: 2009, alternatively clause 2.8 of AS 3600: 2001 (referring to clause A.2.1 of Appendix A).

132. The design procedure to be adopted for the Stage 7 Buildings required consideration of:
- (a) the importance level of the structure;
 - (b) the probability factor (K_p) and the hazard factor (Z);
 - (c) the site sub-soil classification;
 - (d) the appropriate earthquake design category.

Particulars

Clause 2.2 of AS 1170.4: 2007.

133. By reason of the Stage 7 Buildings being of Importance Level 3, Probuild was required to ensure that the Stage 7 Buildings were designed to resist the horizontal seismic forces at the ultimate limit state generated by a 1/1,000-year seismic event.

Particulars

Table B1.2a and Table B1.2b of BCA.

134. By reason of the annual probability of exceedance being 1/1,000, the probability factor (K_e) for the Stage 7 Site was 1.3.

Particulars

Clause 3.1 and Table 3.1 of AS 1170.4: 2007.

135. By reason of the Stage 7 Site being located in Wyndham, the hazard factor (Z) for the site was 0.09.

Particulars

Clause 3.2, Table 3.2 and Figure 3.2(A) of AS 1170.4: 2007.

136. By reason of the Stage 7 Site containing a surface layer of soil exceeding 3 metres in depth and not exceeding 20 metres in depth, a reasonable structural engineer would have adopted a site sub-soil classification of C_e.

Particulars

Clause 4.2.3 and Table 4.1 of AS 1170.4: 2007.

137. The design of the Stage 7 Buildings was required to meet the following basic design principles:
- (a) all structures shall be configured with a seismic-force-resisting system that has a clearly defined load path, or paths, that will transfer the earthquake actions (both horizontal and vertical) generated in an earthquake, together with gravity loads, to the supporting foundation soil;
 - (b) all parts of the structure shall be tied together both in the horizontal and the vertical planes so that forces generated by an earthquake from all parts of the structure, including structural and other parts and components, are carried to the foundation; and
 - (c) stiff components (such as concrete and precast concrete panels or stair walls, stairs and ramps) shall be considered to be part of the seismic-force-resisting system and designed accordingly or separated from all structural elements.

Particulars

Clauses 2.2(f) and 5.2 of AS 1170.4: 2007.

138. In addition, the design of the Stage 7 Buildings was required to be in accordance with an earthquake design category set out in section 5 of AS 1170.4: 2007.

Particulars

Clause 2.2(f) and Table 2.1 of AS 1170.4: 2007.

139. The plaintiffs refer to and repeat paragraphs 64 to 69 above and the particulars subjoined thereto in respect of the earthquake design for the Stage 7 Buildings.
140. By reason of the matters in paragraphs 130 to 139, and pursuant to the Probuild Design Obligations, Probuild was obliged to ensure that the design of each structural block forming the Stage 7 Buildings included a seismic-force-resisting system designed in accordance with:

- (a) the basic design principles set out in paragraph 137 above; and
- (b) the requirements of clauses 5.2 and 5.4.2 to 5.4.6 of AS 1170.4: 2007.

Particulars

Clause 5.4.1 of AS 1170.4: 2007.

I.4 The seismic design

- 141. By reason of the Probuild Design Obligations, Probuild was required to ensure that the Stage 7 Buildings were designed to resist earthquake actions in accordance with the Australian Standard for earthquake actions, AS 1170.4: 2007.
- 142. In its design of the Stage 7 Works, Calibre:
 - (a) certified that it had designed the Stage 7 Buildings to resist earthquake actions in accordance with AS 1170.4: 2007;

Particulars

The plaintiffs repeat and rely on the particulars to paragraph 102.

- (b) purported to adopt the EDC II design methodology and, in implementing that methodology:
 - (i) made the following assessments as regards the Stage 7 Site on which the Stage 7 Buildings were to be constructed :
 - (A) that the site sub-soil class of the Stage 7 Site was Class B_e – Rock; and
 - (B) that the hazard factor (Z) for the Stage 7 Site was 0.08;
 - (ii) calculated the minimum horizontal force to be resisted by the Stage 7 Buildings by:
 - (A) reference to representative (or sample) structural blocks; and,
 - (B) using the simplified design; and,
 - (iii) undertook a two-dimensional analysis.

Particulars

Earthquake loading calculation sheet annexed to a spreadsheet dated 11 April 2014 [CAL.500.001.0028].

143. By reason of the Probuild Design Obligations, Probuild was responsible for the Calibre seismic design of the Stage 7 Buildings.

1.5 An experienced structural engineer

144. Pursuant to the Probuild Design Obligations, Probuild assumed the responsibilities of an experienced structural engineer, as described in paragraph 127A.422(b) above, in completing the design for the Stage 7 Buildings.
145. Had Probuild exercised the reasonable care and skill of an experienced structural engineer in completing the design for the Stage 7 Buildings, Probuild would:
- (a) have concluded that the site sub-soil class of the Stage 7 Site most closely resembled Class C_e – Shallow soil, not Class B_e – Rock;

Particulars

- (a) Geotechnical report prepared by NSP Geotechnics Pty Ltd dated 30 July 2010 [**PAC.003.004.0034**]; and
 - (b) Geotechnical report prepared by NSP Geotechnics Pty Ltd dated 16 December 2013 [**CAL.501.001.3597**].
- (b) have assessed the hazard factor (Z) for the Stage 7 Site as 0.09, not 0.08;

Particulars

Table 3.2 of AS 1170.4: 2007.

- (c) have conducted a three-dimensional analysis taking into account:
 - (i) the three-dimensional (orthogonal and torsional) load requirements when modelling the structural blocks; and,
 - (ii) the three-dimensional effects of any earthquake action on the Stage 7 Buildings,
 rather than undertaking a two-dimensional analysis;

Particulars

Clause 5.4.2 and section 6 of AS 1170.4: 2007.

- (d) have calculated the minimum horizontal force to be resisted by the Stage 7 Buildings:
 - (i) by undertaking a full static analysis; or

- (ii) by adopting EDC III and undertaking a full dynamic analysis, not by using the simplified design;
- (e) have calculated the vertical distribution of horizontal forces at each level of each structure;
- (f) have calculated storey drifts, member forces and moments due to *P*-delta effects for each level of each structure; and
- (g) not have undertaken the seismic design of the Stage 7 Buildings by reference to a representative (or sample) structural block but rather would have modelled each structural block on the basis that the structural design of the Stage 7 Buildings was highly complex because:
 - (i) it involved the design of numerous independent structural blocks in close proximity; and
 - (ii) the structural blocks comprising the Stage 7 Buildings were irregular and included rigid structural elements that were eccentrically located in plan.

I.6 The seismic design was non-compliant

146. The seismic design for the Stage 7 Buildings prepared by Calibre, adopted and relied on by Probuild and for which Probuild was ultimately responsible did not meet the requirements of EDC II as:

- (a) contrary to clause 5.4.2 of AS 1170.4: 2007, the Stage 7 Buildings do not have sufficient strength to resist the horizontal seismic forces at the ultimate limit state generated by a 1,000-year seismic event calculated using the static method:
 - (i) when those forces are applied in one direction;
 - (ii) further or alternatively, when those forces are applied in two directions, with 100% of the forces applied in one direction and 30% of the forces applied in the perpendicular direction; or
 - (iii) further or alternatively, when those forces are applied eccentrically, including:
 - (A) in respect of those blocks with rigid structural elements irregularly located in plan, to account for eccentricity arising from the irregular placement of rigid structural elements; and

- (B) in respect of all blocks, to account for accidental eccentricity in accordance with clause 6.6 of AS 1170.4: 2007;
 - (b) contrary to clause 5.4.4 of AS 1170.4: 2007, the western and northern edges of the Stage 7 Buildings have precast concrete walls that do not have sufficient deformation and rotational capacity because those walls are connected to the foundations and the larger concrete superstructure by structural dowels that do not have adequate tension capacity;
 - (c) contrary to clause 5.4.5 of AS 1170.4: 2007, the oversized blocks exceed 15 metres in height and are not sufficiently separated from other structural blocks to avoid damaging contact between adjoining blocks in the event of a 1,000-year seismic event;
 - (d) contrary to clause 5.4.5 of AS 1170.4: 2007, there is insufficient separation between all structural blocks so as to avoid damaging contact between adjoining blocks in the event of a 1,000-year seismic event, this failure impacting the structure of the current Stage 7 Buildings and any potential further development upon those buildings; and
 - (e) contrary to clause 6.7.3 of AS 1170.4: 2007, the Stage 7 Buildings have *P*-delta effects that were not within the limits prescribed under AS 1170.4: 2007.
147. In addition, the design of the Stage 7 Buildings does not comply with the requirements of AS 1170.4: 2007 in the following ways:
- (a) contrary to clause 5.2.1 of AS 1170.4: 2007, the Stage 7 Buildings do not have a clearly defined load path because the Stage 7 Buildings incorporate precast concrete elements irregularly located in plan;
 - (b) the structural blocks comprising the Stage 7 Buildings are not sufficiently separated to avoid damaging contact in a 1,000-year seismic event;

Particulars

Clause 5.4.5 of AS 1170.4: 2007.

- (c) the Stage 7 Buildings were designed with rigid structural elements that form structural connections across movement joints, such that:
 - (i) movement joints do not impart complete separation between adjoining structural blocks; and

- (ii) adjacent structural blocks are unable to move independently;

Particulars

Clauses 5.2.3 and 5.4.5 of AS 1170.4: 2007

- (d) the Stage 7 Buildings were not designed to accommodate total horizontal deflections as follows:

- (i) typical movement joints between adjacent structural blocks cannot accommodate total horizontal deflections of both adjacent blocks without damage contact between adjacent blocks;

Particulars

The separation between typical movement joints was detailed as being 15mm, which is insufficient to accommodate the total horizontal deflections of any adjoining structural blocks as shown in drawings such as drawings:

- (a) M120038-S230 [QPW.506.001.0052];
 - (b) M120038-S239 [QPW.501.001.6713];
 - (c) M120038-S243 [QPW.501.001.6717];
 - (d) M120038-S245 [QPW.503.003.5568];
 - (e) M120038-S330 [QPW.501.001.6756];
 - (f) M120038-S333 [QPW.501.001.6759];
 - (g) M120038-S334 [QPW.501.001.6760];
 - (h) M120038-S337 [QPW.501.001.6763];
 - (i) M120038-S338 [QPW.501.001.6764];
 - (j) M120038-S339 [QPW.501.001.6765];
 - (k) M120038-S343 [QPW.501.001.6770]; and
 - (l) M120038-S413 [QPW.501.001.6825].
- (ii) typical corbel joints have corbel nibs on supporting band beams and, in the case of band-on-band corbel joints, the supported band beams are insufficiently wide to accommodate the total horizontal deflections of both adjoining structural blocks without the supported corbel

adversely loading the supporting corbel or falling off the supporting corbel.

Particulars

The width of typical corbel nibs throughout the Stage 7 Buildings was detailed as being 200mm, which is insufficient to accommodate the total horizontal deflections of adjoining blocks without the supported corbel adversely loading the supporting corbel or falling off the supporting corbel.

I.7 Reinforced concrete structures design

148. The Plaintiffs refer to and repeat paragraphs 56 and 70 to 100 and the particulars subjoined thereto in section F above.
149. By reason of the Probuild Design Obligations, Probuild was required to ensure that the Stage 7 Buildings were designed to the Australian Standard for Concrete Structures, AS 3600: 2009, alternatively AS 3600: 2001.
150. Cesarello and Spencer of Calibre certified that the Stage 7 Buildings had been designed in accordance with AS 3600.

Particulars

- (a) The plaintiffs repeat and rely on the particulars to paragraph 102.
 - (b) The plaintiffs say further that Probuild relied on those certificates in securing the issue of building permits by Slatter of Gardner.
151. In accepting and using Calibre's design, including the certification by Cesarello and Spencer that the Stage 7 Buildings had been designed in accordance with AS 3600, Probuild:
- (a) assumed that the Stage 7 Buildings had an exposure classification of A2;
 - (b) typically provided for separation of 15mm between corbel joints;
 - (c) provided for typical corbel nibs that were 200mm wide;
 - (d) did not document a chamfer on all supporting corbel nibs;
 - (e) typically designed corbel nibs in band beams without looped reinforcement in the perpendicular direction extended to the free end;

- (f) typically provided for slab-to-slab movement joints to be connected by 6mm Danley Diamond dowels;
- (g) specified bearing pad assemblies that:
 - (i) were not the same width as the corbel nib;
 - (ii) allowed for total horizontal movements of only 30mm; and
 - (iii) were 600mm long and were to be placed with 600mm gaps between bearing pads;
- (h) specified (for typical movement joints) that joints be sealed with a Granor Wizflex joint sealing system without specifying a specific product to be installed.

Particulars

Calibre specified for a Granor Wizflex joint sealing system to be used, including in the following drawings:

- (a) M120038-S231 [QPW.501.001.6705];
- (b) M120038-S232 [QPW.501.001.6706];
- (c) M120038-S233 [QPW.501.001.6707];
- (d) M120038-S234 [QPW.501.001.6708];
- (e) M120038-S237 [QPW.501.001.6711];
- (f) M120038-S239 [QPW.501.001.6713];
- (g) M120038-S240 [QPW.501.001.6714];
- (h) M120038-S243 [QPW.501.001.6717];
- (i) M120038-S244 [QPW.501.001.6718];
- (j) M120038-S245 [QPW.503.003.5568];
- (k) M120038-S246 [QPW.506.001.0064];
- (l) M120038-S330 [QPW.501.001.6756];
- (m) M120038-S333 [QPW.501.001.6759];
- (n) M120038-S334 [QPW.501.001.6760];
- (o) M120038-S335 [QPW.501.001.6761];
- (p) M120038-S336 [QPW.501.001.6762];

- (q) M120038-S337 [QPW.501.001.6763];
- (r) M120038-S338 [QPW.501.001.6764];
- (s) M120038-S339 [QPW.501.001.6765];
- (t) M120038-S340 [QPW.506.001.0103];
- (u) M120038-S341 [QPW.501.001.6768];
- (v) M120038-S343 [QPW.501.001.6770]; and
- (w) M120038-S413 [QPW.501.001.6825].

152. In accepting and using Calibre's design of the corbel joints, Probuild:
- (a) did not check the strength of the joints using a strut-and-tie analysis in accordance with AS 3600, or any other form of analysis specified by AS 3600;
 - (b) did not consider, adequately, or at all:
 - (i) the interaction of the structure with the foundation and other adjacent structures; and
 - (ii) the real, three-dimensional nature of the structure.

I.8 An experienced structural engineer

153. The Probuild Design Obligations required Probuild, in executing and completing the structural design of the Stage 7 Buildings, to comply with and ensure that Calibre complied with or exceeded the requirements of the D&C Contract.
154. An experienced structural engineer exercising reasonable care and skill would:
- (a) have concluded that the Stage 7 Buildings had an exposure classification of B1;
 - (b) have conducted a structural analysis which considered and properly accounted for the real, three-dimensional nature of the structure;
 - (c) have calculated member forces consequent of three-dimensional behaviour in movement joints separating adjacent structural blocks;
 - (d) have ensured that corbels were designed in accordance with the requirements of AS 3600;

- (e) have designed movement joints capable of controlling movement and providing sufficient articulation to meet their intended function without impairing the load carrying capacity or serviceability of the structure or the individual member;
- (f) have considered pounding for all structural blocks regardless of height because of the complexities of the structure, including the close proximity of adjoining structural blocks;
- (g) not have specified 6mm Danley Diamond dowels for use in suspended slabs;
- (h) have specified:
 - (i) bearing pads that were:
 - (A) the same width as the corbel nib;
 - (B) designed with a movement allowance that exceeded the total horizontal movements of the relevant structural block; and
 - (ii) that bearing pads were to be installed continuously along the length of corbel joints, as opposed to being installed with a 600mm gap between pads; and
- (i) have specified joint fillers capable of preventing the entry of dirt or incompressible material into the joint so as to maintain the joint movement and operation of the joint.

I.9 The reinforced concrete structural design was non-compliant

155. The reinforced concrete structural design for the Stage 7 Buildings prepared by Calibre and adopted by Probuild does not meet the requirements of AS 3600 in the following respects:

- (a) the structural blocks do not have the strength and serviceability specified in clause 2.1 of AS 3600: 2009, alternatively, clauses 2.3 and 2.4 of AS 3600: 2001;

Particulars

Further particulars will be provided following expert evidence.

- (b) the structural blocks do not have the durability specified clause 2.1.4 of AS 3600: 2009, alternatively, clause 2.6 of AS 3600: 2001;

Particulars

- (a) Design documentation generally showed concrete cover to reinforcement of less than 30mm, where the required cover is 30mm.
- (b) Further particulars will be provided following expert evidence.
- (c) concrete cast in formwork did not comply with the cover requirements for corrosion protection in breach of clause 4.10.3.2 of AS 3600: 2009, alternatively clause 4.10.3.2 of AS 3600: 2001;

Particulars

- (a) Design documentation generally showed concrete cover over reinforcement of less than 30mm, where the required cover is 30mm.
- (b) Further particulars will be provided following expert evidence.
- (d) the structural design of the corbel joints did not:
 - (i) have sufficient strength to meet the requirements of section 12 of AS 3600: 2009, alternatively clause 12.1.1.2 of AS 3600: 2001;
 - (ii) comply with the requirements of clauses 12.3(a) and (d) of AS 3600: 2009, alternatively, clauses 12.1.2.4, 12.1.2.6 and 12.1.2.7 of AS 3600: 2001;
 - (iii) comply with the requirements of clauses 12.4(c) and (d) of AS 3600: 2009, alternatively, clause 12.1.2.8 of AS 3600: 2001;
 - (iv) comply with the requirements of clause 7.1(g) of AS 3600: 2009, alternatively, clauses 12.1.2.3, 12.1.2.4 and 12.1.2.5 of AS 3600: 2001; and
 - (v) comply with the requirements of clauses 14.1.3.1 and 14.1.3.2 of AS 3600: 2009, alternatively, clause 14.1.2 of AS 3600: 2001;

Particulars

- (a) The corbel joints are designed so that the loaded portion of the corbel nib is over the bent portion of the U-shaped reinforcement, not the straight portion, particularly once expected creep-shrinkage and temperature effects are considered.

- (b) Corbel joints are designed with angles between struts and ties that are less than the minimum angles permitted under AS 3600.
- (c) Once the loaded area of the corbel nib extends beyond the straight portion of the reinforcement, the corbel nib is adversely loaded resulting in spalling and damage to the concrete.
- (d) Further particulars will be provided following expert evidence.
- (e) the bearing pads specified as part of the structural design did not comply with requirements of clauses 14.1.3.1 and 14.1.3.2 of AS 3600: 2009, alternatively, clause 14.1.2 of AS 3600: 2001;

Particulars

- (a) The bearing pads have insufficient movement allowance to accommodate the expected movement of the Stage 7 Buildings.
- (b) The load bearing elements of bearing pads are insufficient to transmit the load from the supported corbel down to the nib.
- (c) The seating width of bearing pads was not the same width of the corbel. The size and placement of bearing pads did not centre load above reinforcement within the corbel.
- (d) Further particulars will be provided following expert evidence.
- (f) the structural design of movement joints did not meet the requirements of clause 14.1.4 of AS 3600: 2009, alternatively, clause 14.1.2 of AS 3600: 2001;

Particulars

The design of movement joints failed to specify a sealant that was able to provide waterproofing and prevent the ingress of deleterious material into movement joints.

- (g) the placement of construction joints did not meet the requirements of clause 14.1.2.2 of AS 3600: 2009, alternatively, clause 14.1.1 of AS 3600: 2001;

Particulars

- (a) Construction joints in relation to the car park ramp were not placed in locations so as to minimise shear force.
- (b) Further particulars will be provided following expert evidence.
- (h) confinement ties in certain columns did not meet the requirements of Table 10.7.4.3 of AS 3600: 2009, alternatively the applicable concrete strength in those columns did not meet the strength requirements of AS 3600: 2001.

Particulars

- (a) The columns are located in the Purple Office Tower Zone, being the south-western section of the car park where two additional car park levels and 10 storey offices were contemplated.
- (b) Further particulars will be provided following expert evidence.

I.10 Design Life

156. By reason of the Probuild Design Obligations, the Stage 7 Buildings were required to be designed with a design life that accorded with AS 3600, being at least 50 years.

Particulars

- (a) Clause 4.1 of AS 3600: 2009.
 - (b) Alternatively, Clause 4.1 of AS 3600: 2001.
 - (c) General Conditions clauses 7.1(a), 7.1(c) and 7.1(g).
 - (d) Further, see drafting note to Clause F3 of AS 1170.0: 2002.
157. By reason the of the matters in paragraphs 141 to 147 and 151 to 155 above, the Stage 7 Buildings do not have the required design life.

Particulars

Particulars will be provided with expert evidence.

J Probuild contractual liability

158. By reason of the matters set out in paragraphs 141 to 147 and 151 to 157 above, the Stage 7 Buildings as designed and constructed by Probuild do not comply with:

- (a) AS 1170.4: 2007;
- (b) AS 3600: 2009;
- (c) alternatively, AS 3600: 2001; and
- (d) the requirements of the D&C Contract.

159. Pursuant to clauses 4.1(f) and 7.6 of the General Conditions:

- (a) Probuild assumed all risk in relation to the Preliminary Design, the structural design of the Stage 7 Works, and any errors, omissions, or discrepancies in the Preliminary Design, or between the Preliminary Design and the Principal's Project Requirements; and
- (b) consequently, is liable for the failures pleaded in paragraph 158 pursuant to clauses 4.1(f) and 7.6 of the General Conditions.

160. By reason of the defects in the structural design of the Stage 7 Buildings and the matters set out in paragraphs 141 to 147 and 151 to 157 above, Probuild breached the D&C Contract and the Probuild Design Obligations, as it:

- (a) did not design and construct the Stage 7 Buildings:
 - (i) in accordance with the Probuild Design Obligations; and
 - (ii) in accordance with, and in order to satisfy the Principal's Project Requirements;

Particulars

FIOA, clauses 3.1(b) and 6.2.

- (b) did not examine and carefully check the Preliminary Design to confirm that such Preliminary Design was suitable, appropriate, and adequate for the Stated Purpose and, in fact, the Preliminary Design was not suitable, appropriate, and adequate for the Stated Purpose;

Particulars

General Conditions, clause 4.1(c).

- (c) did not execute and complete the Probuild Design Obligations and produce the structural design for the Stage 7 Works to accord with the Principal's Project Requirements;

Particulars

General Conditions, clause 4.1(d).

- (d) did not execute and complete its work under the D&C Contract in accordance with the structural design for the Stage 7 Works so that when completed the Stage 7 Buildings were:
 - (i) fit for their Stated Purpose due to the presence of the defects described in paragraphs 141 to 147 and 151 to 157; and
 - (ii) complied with all Legislative Requirements;

Particulars

General Conditions, clause 4.1(e).

- (e) failed to exercise the required level of skill and judgment in reviewing, checking, and developing Calibre's Preliminary Design in accordance with the Probuild Design Obligations;

Particulars

General Conditions, clause 7.1(a).

- (f) failed to procure the finalisation of the structural design by Calibre to ensure that the design accorded with and satisfied the Probuild Design Obligations;

Particulars

General Conditions, clause 7.1(c).

- (g) failed to identify, review and correct all errors, omissions and deficiencies in the Preliminary Design so as to ensure that the structural design and the Stage 7 Buildings when constructed complied with the Principal's Project Requirements because:
 - (i) the Preliminary Design contained all of the defects in the structural design of the Stage 7 Buildings pleaded in paragraphs 141 to 147 and 151 to 157 above; and
 - (ii) Probuild did not identify and correct those defects prior to the finalisation of the structural design for the Stage 7 Works;

Particulars

General Conditions, clause 7.1(f).

- (h) failed to ensure that the structural design was prepared using Good Design and Construction Practices, in accordance with accepted practices and standards in the Australian engineering and construction industry;

Particulars

General Conditions, clause 7.1(g).

- (i) failed to arrange for Calibre to prepare and complete the structural design for the Stage 7 Works:
 - (i) in accordance with the D&C Contract; and
 - (ii) so that the Stage 7 Buildings were fit for the purposes stated in the Principal's Project Requirements;

Particulars

General Conditions, clause 7.3(a).

- (j) failed to ensure that Calibre:
 - (i) complied with the requirements of the D&C Contract and accepted industry standards;
 - (ii) prepared the structural design in accordance with accepted practices in the Australian engineering and construction industry and used Good Design and Construction Practice;
 - (iii) completed structural drawings, specifications, plans, and designs to fully document and complete the Stage 7 Works in accordance with the D&C Contract,

in its completing the design and documentation of the Stage 7 Works;

Particulars

General Conditions, clauses 7.3(b).

- (k) failed to:
 - (i) comply with the requirements of the D&C Contract and accepted industry standards; and
 - (ii) prepare and execute the structural design in accordance with accepted practices in the Australian engineering and construction industry and using Good Design and Construction Practice,

in undertaking the Probuild Design Obligations;

Particulars

General Conditions, clauses 7.3(b)(i), 7.3(b)(ii), 7.6 and 30.1.

- (l) failed to procure the certification of the Design Documents in accordance with the Building Legislation by reason of the fact that the Design Documents were not certified by:

- (i) an Independent Engineer (as that term is defined in paragraph 174(b)(i) below); or
- (ii) alternatively, an Impartial Engineer (as that term is defined in paragraph 174(b)(ii) below),

notwithstanding the matters pleaded below at paragraphs 164 to 177;

Particulars

General Conditions, clause 7.5.

- (m) did not satisfy all Legislative Requirements (meaning the BCA and applicable Australian Standards) required for performance of its work under the D&C Contract; and

Particulars

General Conditions, clause 14.1.

- (n) in the premises of paragraphs 40 and 126, failed to notify Wadren that the minimum regulatory standards that applied under the *Building Act*, being BCA 2009, AS 1170.4: 2007, and AS 3600: 2001 by reason of the Dispensation, differed from those under the D&C Contract, being BCA 2013, AS 1170.4: 2007, and AS 3600: 2009.

Particulars

General Conditions, clause 14.1.

K Building surveyor role in design and construction

161. The Stage 7 Works were 'building work' within the meaning of that term as it is defined in section 3 of the *Building Act*.

162. Pursuant to section 16 of the *Building Act*, Probuild was not permitted to carry out the Stage 7 Works unless a building permit, or building permits, in respect of that work had been issued and were in force under the *Building Act*.
163. Pursuant to the terms of the Gardner Consultant Agreement, Gardner:
- (a) provided building surveying services; and
 - (b) appointed Slatter as, and Slatter accepted his appointment as, the relevant building surveyor pursuant to the *Building Act* to issue building permits and carry out inspections of the Stage 7 Buildings during the Stage 7 Works as required by that Act.
164. Pursuant to section 24 of the *Building Act*, Slatter was required to refuse to issue the building permits for the Stage 7 Works unless he was satisfied that the structural design for the Stage 7 Works complied with the *Building Act* and the *Building Regulations*, which included compliance with:
- (a) AS 1170.4: 2007;
 - (b) BCA 2009; and
 - (c) AS 3600: 2009, or alternatively, AS 3600: 2001.
165. Pursuant to section 238 of the *Building Act*, in issuing building permits in respect of the Stage 7 Works, Slatter was permitted to rely on a certificate from a registered building practitioner who was an engineer to the effect that the structural design prepared by Calibre complied with, among other things:
- (a) AS 1170.4: 2007 and AS 3600: 2009; or
 - (b) alternatively, AS 1170.4: 2007 and AS 3600: 2001.
166. That Slatter was permitted to rely on a certificate from a registered building practitioner who was an engineer in the manner pleaded in paragraph 165 did not relieve Slatter of his statutory obligation to be satisfied in the manner pleaded in paragraph 164.
167. During the course of construction of the Stage 7 Works between 21 March 2014 and 15 February 2017, Slatter issued building permits in respect of 26 stages of the Stage 7 Works.

Particulars

Schedule 4 lists the building permits issued by Slatter of Gardner.

168. Pursuant to the Gardner Brief, Gardner was to attend consultant coordination and design meetings as required.

Particulars

- (a) Gardner Consultant Agreement [**PAC.002.001.1627**], Attachment 1, section 2.0, 'Design, Documentation and Construction Scope'; and
- (b) Gardner Novation Deed [**PAC.002.002.3908**], Schedule A, Gardner Brief, section 2.1.

169. Gardner was invited to attend all consultant coordination meetings from 4 August 2010 and all design meetings during the course of the design stage of the Stage 7 Works.

Particulars

- (a) Consultant coordination meetings were held regularly from 14 April 2010 until April 2011 and:
 - (i) from 4 August 2010, representatives of Gardner (including Slatter) were invited to those meetings; and
 - (ii) from 12 May 2010, representatives of Calibre (including Cesarello) were invited to those meetings.
- (b) Design meetings were held regularly from early 2013 to late March 2014 and:
 - (i) representatives of Gardner (including Slatter) were invited to those meetings; and
 - (ii) representatives of Calibre (including Cesarello) were invited to those meetings.
- (c) Schedule 5 details the dates and minutes of consultant coordination meetings and design meetings that the plaintiffs have access to at the time of drafting this Statement of Claim.

170. Gardner representatives were regular attendees at consultant coordination meetings and design meetings from 4 August 2010 to 26 March 2014.

Particulars

- (a) The plaintiffs repeat and rely on the particulars to paragraph 169.
- (b) Representatives of Gardner (including Slatter) and of Calibre (including Cesarello) attended each of the consultant coordination meetings and the design meetings identified in the particulars to paragraph 169.

171. In issuing the building permits, Slatter relied on certificates issued by Cesarello and Spencer of Calibre pursuant to regulation 1507 of the *Building Regulations* which certified, among other things:

- (a) that the structural design complied with AS 1170.4: 2007 and AS 3600: 2009; or
- (b) alternatively, that the structural design complied with AS 1170.4.2007 and AS 3600.2001,

to satisfy himself pursuant to section 24 of the Building Act and to issue building permits to Wadren that allowed the Stage 7 Buildings to be constructed.

Particulars

The plaintiffs repeat and rely on the particulars to paragraphs 102 and the particulars to paragraph 166.

172. At all material times from approximately May 2010 until about mid-2017, Cesarello was involved in the preparation of the structural design for the Stage 7 Works.

Particulars

Cesarello's involvement in the preparation of the structural design is evidenced by:

- (a) his identification as Calibre's Representative for the purposes of the Calibre Consultant Agreement;
- (b) his identification as one of Calibre's "Key Personnel" as Project Design Manager in Schedule 1 of the Calibre Consultant Agreement;

- (c) his identification as Project Design Manager and a member of Calibre's key personnel in Calibre's fee proposal appended to the Calibre Consultant Agreement;
- (d) his signature, which appears on the structural drawings relied on for the construction of the Stage 7 Works;
- (e) Slatter's 4 April 2014 memo to Cesarello "Re: earthquake actions/ structural certification" [**PAC.001.002.2602**] (the ***Slatter Memo***);
- (f) his letter dated 28 April 2014, responding to the Slatter Memo [**CAL.500.001.0001**];
- (g) his attendance at consultant coordination meetings between May 2010 and April 2011, which Cesarello attended in his role as Calibre's Representative and Calibre's Project Design Manager. Schedule 6 identifies the consultant coordination meetings attended by Cesarello; and
- (h) his attendance at design meetings between early 2013 and March 2014, which Cesarello attended in his role as Calibre's Representative and Calibre's Project Design Manager. Schedule 6 identifies the design meetings attended by Cesarello.

173. By reason of his:

- (a) attendance at consultant coordination meetings and design meetings; and
- (b) communications with Cesarello,

Slatter knew, or ought to have known, that Cesarello was involved in the preparation of the structural design for the Stage 7 Works

Particulars

- (a) The plaintiffs repeat particulars (d) to (h) subjoined to paragraph 172 above.
- (b) That Slatter possessed the relevant knowledge alleged is to be inferred from:
 - (i) Slatter's involvement in the Stage 7 Works, including as the registered building surveyor for those works;

- (ii) his attendance at consultant coordination meetings between September 2010 and April 2011. Schedule 7 identifies the consultant coordination meetings attended by Slatter; and
- (iii) his attendance at design meetings between May 2013 and March 2014. Schedule 7 identifies the design meetings attended by Slatter.

174. In the premises of paragraphs 169 to 173, a reasonable building surveyor in Slatter's position providing services to the standard of care and skill expected of a qualified and experienced building surveyor would have formed the view:

- (a) that Cesarello:
 - (i) was involved in the design process;
 - (ii) being Calibre's Project Design Manager, was not independent of the design process; and
 - (iii) had an interest in the structural design for the Stage 7 Buildings being certified as compliant with the BCA and relevant Australian Standards;
- (b) that there was a risk that Cesarello would not check the structural design as reliably, or in as much detail, as:
 - (i) a structural engineer:
 - (A) from an independent firm of engineers;
 - (B) engaged directly by the building surveyor; and
 - (C) who was not involved in, or whose firm or business was not involved in, preparing the structural design,

(an **Independent Engineer**); or
 - (ii) a structural engineer, other than an Independent Engineer, who was not involved in the preparation of the structural design (an **Impartial Engineer**);
- (c) that the design of the Stage 7 Works was of such complexity that it should be checked and certified by:
 - (i) an Impartial Engineer; or

- (ii) alternatively, an Independent Engineer.

Particulars

Minister's Guidelines MG-04 issued pursuant to section 188(1)(c) of the *Building Act*.

175. Having formed the view set out in paragraph 174, a reasonable building surveyor in Slatter's position:

- (a) would not have relied on the Cesarello Certificates:

Particulars

The plaintiffs repeat and rely on the particulars to paragraph 102.

- (b) would not have been satisfied that the structural design of the Stage 7 Buildings complied with AS 1170.4: 2007 and AS 3600 unless that design had been:

- (i) reviewed by an Independent Engineer who certified that the structural design complied with:

- (A) AS 1170.4: 2007; and

- (B) AS 3600, or

- (ii) alternatively, reviewed by an Impartial Engineer who certified that the structural design complied with:

- (A) AS 1170.4: 2007; and

- (B) AS 3600.

176. By reason of the matters set out in paragraph 175, a reasonable building surveyor in Slatter's position would not have issued the building permits unless the structural design had been:

- (a) reviewed and certified by an Independent Engineer;
- (b) alternatively, reviewed and certified by an Impartial Engineer.

177. By reason of the matters set out in paragraphs 171 to 175 above, Slatter failed to exercise the care and skill expected of a qualified and experienced building surveyor:

- (a) in issuing the building permits; and

- (b) in checking that the structural design complied with:

- (i) AS 1170.4: 2007; and
- (ii) AS 3600.

L Gardner contractual liability

178. By reason of the matters set out in paragraphs 37 to 42 and 163 to 177 above, Gardner breached the Gardner Consultant Agreement and the Gardner Brief in the provision of its services as a building surveyor by:

- (a) providing professional services that were not of the standard of care expected of a qualified and experienced building surveyor;

Particulars

Gardner Consultant Agreement [PAC.002.001.1627],
clauses 2(a), 3(a) and 3(h).

- (b) failing to comply with all Legislative Requirements in carrying out its services;

Particulars

Gardner Consultant Agreement [PAC.002.001.1627],
clause 3(l).

- (c) failing to do all things necessary for the proper performance of its obligations;

Particulars

Gardner Consultant Agreement [PAC.002.001.1627],
clause 3(m).

- (d) preparing and issuing permits in reliance on the Cesarello Certificates in circumstances where it was unsuitable, inappropriate and inadequate for the purposes of the project to do so;

Particulars

Gardner Consultant Agreement [PAC.002.001.1627],
clause 3(q).

- (e) failing to carry out and complete its work as building surveyor for the Stage 7 Works in accordance with the Gardner Brief by:

- (i) not performing its work as a building surveyor in accordance with best practice;

- (ii) not properly checking structural design documents as they were updated against applicable legislative requirements and Australian Standards; and

Particulars

- (a) Gardner Consultant Agreement [PAC.002.001.1627], clause 4(a).
 - (b) Gardner Consultant Agreement [PAC.002.001.1627], Attachment 1, sections 2.0 and 2.0(b).
 - (c) Gardner Novation Deed [PAC.002.002.3908], Schedule A, Gardner Brief, sections 2.2 and 2.3.2.
- (f) by reason of the matters in (a) to (e), departing from the Gardner Brief without the consent of Wadren.

Particulars

Gardner Consultant Agreement [PAC.002.001.1627], clause 4(b).

179. Further, by reason of the matters set out in paragraphs 37 to 42 and 163 to 177 above, Gardner breached the Gardner Novation Deed by:

- (a) failing to provide Wadren and Probuild with monthly reports, until its services had been completed, that identified:
 - (i) that the Works did not meet the requirements of the building permits by reason of the fact that they contained the seismic design defects and the reinforced concrete design defects; and
 - (ii) that the structural drawings in respect of which the building permits were issued had not been designed and certified in accordance with the *Building Act*; and

Particulars

Gardner Novation Deed [PAC.002.002.3908], clause 5(c)(iii).

- (b) failing to provide Wadren and Probuild with monthly reports, until its services had been completed, that identified:
 - (i) the seismic design defects and the reinforced concrete design defects; and

- (ii) that structural certification of the structural design in accordance with the *Building Act* had been omitted.

Particulars

Gardner Novation Deed [PAC.002.002.3908], clause 5(c)(iv).

- 180. Gardner continued to owe the obligations referred to in paragraph 178 above to Wadren, as Principal under the Gardner Consultant Agreement and the owner of the Centre, by reason of the operation of clause 5(f) of the Gardner Novation Deed.
- 181. By reason of the matters in paragraphs 174 to 178 and 180, Gardner:
 - (a) breached clause 5(f) of the Gardner Novation Deed; or
 - (b) alternatively, breached the relevant clauses of the Gardner Consultant Agreement, which continued in effect in the manner pleaded in paragraph 30.
- 182. As a result of Gardner's breaches of the Gardner Consultant Agreement and the Gardner Novation Deed as set out in paragraphs 163 to 181, Wadren has suffered loss and damage.

M Gardner and Slatter negligence

M.1 Duty of care

- 183. In the premises of paragraphs 38 and 162 to 165:
 - (a) as the building surveyor for the Stage 7 Works, Slatter was appointed to, and accepted his appointment to, fulfil a statutory function that placed him in a position where:
 - (i) he was required to refuse to issue the building permits for the Stage 7 Works if he was not satisfied that the structural design for the Stage 7 Works complied with the *Building Act* and the *Building Regulations*;
 - (ii) he had a discretion to require a certificate from a qualified registered building practitioner to satisfy himself that the structural design for the Stage 7 Works complied with the *Building Act* and the *Building Regulations*;
 - (iii) the Stage 7 Works were unable to proceed unless he issued the building permits for the Stage 7 Works; and

- (iv) in the premises of subparagraphs (i) and (iii), he was relevantly in control of whether the structural design for the Stage 7 Works complied with the *Building Act* and the *Building Regulations*;
- (b) Wadren was relying on Slatter to:
 - (i) issue building permits for the Stage 7 Works in accordance with the *Building Act*; and
 - (ii) in the premises of subparagraph (i), satisfy himself that the structural design of the Stage 7 Works complied with the *Building Act* and the *Building Regulations*;

Particulars

The plaintiffs say that this reliance arises as a result of the following:

- (a) the matters pleaded in paragraphs 162 to 165;
- (b) Wadren engaging Gardner to appoint a building surveyor in respect of the Stage 7 Works and entering into the Gardner Consultant Agreement and Gardner Novation Deed;
- (c) Wadren proceeding with the Stage 7 Works after:
 - (i) Slatter was appointed by Gardner as building surveyor in respect of the Stage 7 Works;
 - (ii) Slatter issued the building permits in respect of the Stage 7 Works.
- (c) at all material times, Slatter was aware, or ought reasonably have been aware, of:
 - (i) the obligations of a building surveyor under the *Building Act*;
 - (ii) in the premises of subparagraphs (a) to (b) , and subparagraph (i):
 - (A) the position of control that he would occupy, and did in fact occupy, as the building surveyor for the Stage 7 Works; and
 - (B) that Wadren, as the owner of the Centre, was relying on him as the building surveyor for the Stage 7 Works;

- (d) in the premises of subparagraph (c), by accepting his appointment as building surveyor of the Stage 7 Works, Slatter knowingly:
 - (i) adopted a position of control in respect of the Stage 7 Works; and
 - (ii) assumed responsibility for satisfying himself that the structural design complied with the *Building Act* and the *Building Regulations*; and
- (e) in the premises of subparagraphs (a) to (d), at all material times, it was reasonably foreseeable that, if Slatter did not take reasonable care in:
 - (i) carrying out his obligations as building surveyor for the Stage 7 Works;
 - (ii) issuing the building permits for the Stage 7 Works; and
 - (iii) satisfying himself that the structural design for the Stage 7 Works complied with the *Building Act* and the *Building Regulations*,
 then:
 - (A) the Stage 7 Buildings might be constructed other than in compliance with the *Building Act* and the *Building Regulations*; and
 - (B) consequently Wadren, as the owner of the Centre and the Stage 7 Buildings, might suffer some kind of economic loss as a result of the need to undertake rectification works on the Stage 7 Buildings.

184. In the premises of paragraph 183, Slatter owed Wadren, as the owner of the Centre and the Stage 7 Buildings, a duty to take reasonable care in:
- (a) carrying out his obligations as building surveyor for the Stage 7 Works;
 - (b) issuing the building permits for the Stage 7 Works; and
 - (c) satisfying himself that the structural design for the Stage 7 Works complied with the *Building Act* and the *Building Regulations*.

M.2 Breach of duty and loss and damage

185. In the premises of the matters pleaded in section K, Slatter:
- (a) relied on the Cesarello Certificates to satisfy himself that the structural design of the Stage 7 Works complied with the *Building Act* and the *Building Regulations*; and

(b) issued the building permits for the Stage 7 Works without having the design checked and certified by:

- (i) an Independent Engineer; or
- (ii) an Impartial Engineer,

(the **Slatter Conduct**).

186. Further to subparagraph 183(e), and in the premises of paragraph 174, it was reasonably foreseeable that, if Slatter engaged in the Slatter Conduct:

- (a) the Stage 7 Buildings might be constructed other than in compliance with the *Building Act* and the *Building Regulations*; and
- (b) consequently Wadren, as the owner of the Centre and the Stage 7 Buildings, might suffer some kind of economic loss as a result of the need to undertake rectification works on the Stage 7 Buildings.

187. The risk pleaded in paragraph 186 (the **Risk of Harm**):

- (a) was not far-fetched or fanciful; and
- (b) in the premises of subparagraph (a) and generally, was not insignificant.

188. In the premises of paragraph 174, a reasonable building surveyor in Slatter's position would have taken the following precautions against the Risk of Harm having regard to the scale and complexity of the Stage 7 Works:

- (a) a reasonable building surveyor in Slatter's position would not have relied upon the Cesarello Certificates to satisfy themselves that the structural design of the Stage 7 Works complied with the *Building Act* and the *Building Regulations*;
- (b) a reasonable building surveyor would not have issued the building permits for the Stage 7 Works without having the structural design for the Stage 7 Works checked and certified by:
 - (i) an Independent Engineer; or
 - (ii) alternatively, an Impartial Engineer.

189. In the premises of paragraphs 184 to 188, Slatter breached his duty of care owing to Wadren.

190. By reason of Slatter's breach of his duty of care, Wadren has suffered the loss and damage pleaded in sections Q to U.

191. Further to subparagraph 183(e) and paragraph 186, it was reasonably foreseeable that Wadren would suffer loss and damage of the kind suffered by Wadren as a result of:
- (a) the Slatter Conduct; and
 - (b) Slatter's breach of his duty of care.
192. The matters alleged against Slatter in paragraphs 183 to 191 occurred in the course of Slatter's employment at Gardner and, consequently, Gardner is vicariously liable for the loss and damage suffered by Wadren as a result of Slatter's breach of duty.

PART V – MISLEADING AND DECEPTIVE CONDUCT

N Calibre and Cesarello

193. During the course of the Stage 7 Works, in undertaking their work on the structural design of the Stage 7 Buildings, Cesarello and Calibre made representations to Wadren, Probuild and Gardner about the suitability and regulatory compliance of the structural design.
194. Between 21 February 2014 and 18 December 2015, Cesarello signed and thereby certified the Cesarello Certificates.

Particulars

The Cesarello Certificates were certificates of compliance pursuant to regulation 1507 of the *Building Regulations* signed by Cesarello as a registered building practitioner. The Cesarello Certificates were certified by Cesarello on 21 February 2014 (four regulation 1507 certificates issued), 28 March 2014, 14 April 2014, 17 March 2015, 9 November 2015 and 18 December 2015.

Further particulars of the Cesarello Certificates are set out in Schedule 2.

195. Between 2 October 2016 and 9 February 2017, Spencer signed and thereby certified the Spencer Certificates.

Particulars

The Spencer Certificates were regulation 1507 certificates of compliance issued pursuant to regulation 1507 of the *Building Regulations*, signed by Spencer as a registered building practitioner.

The Spencer Certificates were certified by Spencer on 2 October 2016 and 9 February 2017.

Further particulars of the Spencer Certificates are set out in Schedule 2.

196. Between 21 February 2014 and 9 February 2017, Calibre issued 11 Regulation 1507 Certificates in relation to the structural design of the Stage 7 Buildings:
 - (a) nine of which consisted of the Cesarello Certificates;
 - (b) two of which consisted of the Spencer Certificates,
(collectively, the **Calibre Certificates**).
197. The Calibre Certificates were provided to Wadren, Slatter and Gardner.
198. The Cesarello Certificates represented to Wadren, Slatter and Gardner that:
 - (a) Cesarello signed and certified each certificate pursuant to the requirements of the *Building Act* and regulation 1507 of the *Building Regulations*;
 - (b) the statement made on each of the Cesarello Certificates:
 - (i) that the design represented by the list of numbered drawings complied with the Australian Standards and the BCA listed on the certificate; and

Particulars

Being certificates issued on the following dates certifying compliance of the referenced structural drawings with:

- (a) Certificates dated 21 February 2014 – AS 1170.4: 2007, AS 3600: 2009, BCA [**CAL.500.001.0710**], [**CAL.500.001.0711**], [**CAL.500.001.0712**] and [**CAL.500.001.0713**];
- (b) Certificate dated 28 March 2014 – AS 1170.4: 2007, AS 3600: 2009, BCA [**QPW.505.001.0007**];
- (c) Certificate dated 14 April 2014 – AS 1170.4: 2007, BCA [**QPW.505.001.0009**];
- (d) Certificate dated 17 March 2015 – AS 3600: 2009, BCA [**QPW.505.001.0013**];

- (e) Certificate dated 9 November 2015 – AS 1170.4: 2007, AS 3600: 2001, NCC 2009 [QPW.505.001.0014]; and
- (f) Certificate dated 18 December 2015 – AS 1170.4: 2007, AS 3600: 2001, NCC 2009 [CAL.500.001.0715].

Further particulars of the Cesarello Certificates are set out in Schedule 2.

- (ii) that Cesarello did not prepare the design,
was true and correct,

(the **Cesarello 1507 Representations**).

199. The Spencer Certificates represented to Wadren, Slatter and Gardner that:

- (a) Spencer signed and certified each certificate pursuant to the requirements of the *Building Act* and regulation 1507 of the *Building Regulations*;
- (b) the statement made on each of the Spencer Certificates that the structural design, represented by the list of numbered drawings on the face of the certificate, complied with the Australian Standards and the BCA listed on the certificate was true and correct.

Particulars

Being certificates issued on the following dates certifying compliance of the referenced structural drawings with:

- (a) Certificate dated 2 October 2016 – AS 1170.4: 2007, AS 3600: 2001, NCC 2009 [QPW.505.001.0016]; and
- (b) Certificate dated 9 February 2017 – AS 1170.4: 2007, AS 3600: 2001, NCC 2009 [QPW.505.001.0015].

Further particulars of the Spencer Certificates are set out in Schedule 2.

(together with the Cesarello 1507 Representations, the **Calibre 1507 Representations**).

200. By letter dated 28 April 2014, Cesarello and Calibre represented to Wadren, Slatter, and Gardner that:

- (a) the structural design had been independently checked and certified by Cesarello who was not the structural engineer who undertook the original design;
- (b) the structural design for the Stage 7 Buildings prepared by Calibre:
 - (i) had been designed in compliance with identified parts of the BCA;
 - (ii) met the performance requirements of BCA B1.1;

(collectively, the **28 April Letter Representations**):

- (iii) had been designed to comply with AS 1170.4: 2007, Structural design actions Part 4: earthquake actions in Australia (the **Earthquake Representation**).

Particulars

Letter from Cesarello of Calibre to Slatter of Gardner, dated 28 April 2014, titled 'Werribee Plaza Shopping Centre Stage 7 – Earthquake Actions/Structural Certification' [CAL.500.001.0001].

201. The Cesarello 1507 Representations, the 28 April Letter Representations and the Earthquake Representation were made by Cesarello:

- (a) in trade or commerce;
- (b) as an employee of Calibre and on its behalf; and
- (c) within the scope of his:
 - (i) actual authority; or
 - (ii) alternatively, apparent authority.

202. The Spencer 1507 Representations were made:

- (a) in trade or commerce;
- (b) by Spencer as an employee of Calibre and on its behalf; and
- (c) within the scope of Spencer's:
 - (i) actual authority; or
 - (ii) alternatively, apparent authority.

203. By reason of the matters set out in paragraphs 201 and 202 above, pursuant to section 139B of the *Competition and Consumer Act 2010* (CCA), Calibre is taken to

have made the Calibre 1507 Representations, the 28 April Letter Representations and the Earthquake Representation.

204. In the alternative to paragraphs 201 to 203:

- (a) Calibre made the Calibre 1507 Representations, the 28 April Letter Representations, and the Earthquake Representation in trade or commerce; and
- (b) Cesarello was involved in making the Cesarello Representations, the 28 April Letter Representations, and the Earthquake Representation for the purposes of the CCA.

205. By reason of the errors and defects in the structural design set out in section G:

- (a) the Cesarello 1507 Representations made by Cesarello were misleading or deceptive, or likely to mislead or deceive, contrary to section 18 of schedule 2 of the CCA (the **ACL**) as:
 - (i) Cesarello had been involved with, and was responsible for, the structural design in his position as Project Design Manager for the Stage 7 Works employed by Calibre, and as such was not in a position to certify compliance of the design pursuant to the requirements of the *Building Act* and regulation 1507 of the *Building Regulations*; and

Particulars

The particulars to paragraph 172 are repeated.

- (ii) the structural design represented by the drawings referred to in the Cesarello Certificates did not comply with the requirements of the Australian Standards or BCA detailed on the certificates;
- (b) the 28 April Letter Representations made by Cesarello were misleading or deceptive, or likely to mislead or deceive, contrary to section 18 of the ACL as:
 - (i) Cesarello, as Project Design Manager for the Stage 7 Works and employed generally in that role by Calibre, cannot have undertaken an independent check of the structural design; and
 - (ii) the structural design for the Stage 7 Buildings prepared by Calibre:

- (A) had not been designed in compliance with identified parts of the BCA; and
- (B) did not meet the performance requirements of BCA B1.1;
- (c) the Earthquake Representation made by Cesarello was misleading or deceptive, or likely to mislead or deceive, contrary to section 18 of the ACL as the structural design did not comply with AS 1170.4: 2007; and
- (d) the Calibre 1507 Representations, the 28 April Letter Representations, and the Earthquake Representation made by, or taken to have been made by, Calibre were misleading or deceptive, or likely to mislead or deceive, contrary to section 18 of the ACL as:
 - (i) in respect of the Calibre 1507 Representations:
 - (A) insofar as the Calibre 1507 Representations are constituted by the Cesarello Certificates, Cesarello had been involved with, and was responsible for, the structural design in his position as Project Design Manager for the Stage 7 Works employed by Calibre, and as such was not in a position to certify compliance of the design pursuant to the requirements of the *Building Act* and regulation 1507 of the *Building Regulations*; and

Particulars

The particulars to paragraph 172 are repeated.

- (B) the structural design represented by the drawings referred to in the Calibre Certificates did not comply with the requirements of the Australian Standards or BCA detailed on the certificates;
- (ii) in respect of the 28 April Letter Representations:
 - (A) Cesarello, as Project Design Manager for the Stage 7 Works and employed generally in that role by Calibre, cannot have undertaken an independent check of the structural design; and
 - (B) the structural design for the Stage 7 Buildings prepared by Calibre:
 - (I) had not been designed in compliance with identified parts of the BCA; and

- (II) did not meet the performance requirements of BCA B1.1;

- (iii) in respect of the Earthquake Representation, the structural design did not comply with AS 1170.4: 2007.

205A. To the extent that each of the Cesarello 1507 Representations, the Calibre 1507 Representations, and the 28 April Letter Representation involve statements of opinions:

- (a) Cesarello did not have reasonable grounds for the opinions (if any) conveyed by the Cesarello 1507 Representations by reason of the matters in paragraph 205(a) above;
- (b) Calibre did not have reasonable grounds for the opinions (if any) conveyed by the Calibre 1507 Representations by reason of the matters in paragraph 205(d) above; and
- (c) neither Cesarello nor Calibre had reasonable grounds for the opinions (if any) conveyed by the 28 April Letter Representations by reason of the matters in paragraphs 205(b) and 205(d) above.

206. By reason of the matters in paragraph 205, Cesarello and Calibre engaged in misleading or deceptive conduct contrary to section 18 of the ACL.

207. As owner of the Centre, Wadren relied on:

- (a) the Cesarello 1507 Representations;
- (b) the Calibre 1507 Representations;
- (c) the 28 April Letter Representations; and
- (d) the Earthquake Representation,

as issued to and accepted by Slatter and Gardner in applying for the staged building permits necessary for the Stage 7 Works to proceed.

208. Had the Cesarello 1507 Representations, the Calibre 1507 Representations, the 28 April Letter Representations and the Earthquake Representation not been made and relied on, Wadren:

- (a) would have required Calibre to comply with its obligations under the Calibre Consultant Agreement and the Calibre Novation Deed to prepare a structural design for the Stage 7 Buildings that complied with all relevant Legislative Requirements including the BCA and the applicable Australian Standards;

- (b) would not have applied for the relevant building permits relying on the defective design enabling construction of the Stage 7 Buildings reliant on those permits to proceed; and
- (c) would not have proceeded with the Stage 7 Works that contained the structural design defects set out in section G.

209. Slatter and Gardner relied on:

- (a) the Cesarello 1507 Representations;
- (b) the Calibre 1507 Representations;
- (c) the 28 April Letter Representations; and
- (d) the Earthquake Representation,

in satisfying itself that the structural design complied with the Building Act and the Building Regulation and in issuing the relevant staged building permits for the Stage 7 Works.

210. Had the Cesarello 1507 Representations, the Calibre 1507 Representations, the 28 April Letter Representations and the Earthquake Representations not been made, Slatter:

- (a) would not have relied on the matters contained within the representations to achieve satisfaction that the structural design:
 - (i) had been independently certified;
 - (ii) complied with AS 1170.4: 2007;
 - (iii) complied with AS 3600; and
 - (iv) complied with the BCA; and
- (b) acting appropriately pursuant to the *Building Act*, would have refused to issue the staged building permits for the Stage 7 Works.

211. By executing the Calibre Novation Deed and, further or alternatively, failing to immediately report any of the defects described in section G in accordance with clause 5(d) of the Calibre Novation Deed, Calibre represented to Wadren and to Probuild that the structural design as at that date:

- (a) had been prepared in accordance and complied with the requirements of the Calibre Consultant Agreement, which relevantly included compliance with:

- (i) AS 1170.4: 2007; and
- (ii) AS 3600;
- (b) had been prepared by an experienced structural engineer exercising reasonable care and skill; and
- (c) was suitable, appropriate and adequate for the purposes described in the Calibre Brief,

(the ***Novation Representation***).

212. In accordance with clause 5(c) of the Calibre Novation Deed, Calibre provided the Calibre Monthly Statements to Wadren between 26 May 2014 and 24 March 2017.

213. Each of the Calibre Monthly Statements provided to Wadren represented to it that:

- (a) Calibre had on the dates indicated on the Monthly Statements and their enclosures, periodically inspected the Stage 7 Works;

Particulars

Particulars of the Calibre Monthly Statements are set out in Schedule 3.

- (b) based on the inspections described in subparagraph (a), in Calibre's professional opinion the construction works it had inspected as a structural design engineer from the date of the Consultant Agreement to the date of the relevant monthly statement substantially complied, except as noted in that monthly statement, with the requirements of the design documents it had prepared in accordance with the Calibre Brief and the Calibre Consultant Agreement; and
- (c) that the structural design for the Stage 7 Works had been prepared in accordance with the Calibre 'Brief' and the Calibre Consultant Agreement.

(the ***Monthly Statement Representations***).

214. The Novation Representation and Monthly Statement Representations were made by Calibre in trade or commerce.

215. By:

- (a) signing the Calibre Monthly Statements from 26 May 2014 to 21 July 2016 on behalf of Calibre; and

- (b) issuing the Calibre Monthly Statements from 26 May 2014 to 21 July 2016 on behalf of Calibre,

Cesarello was, pursuant to section 139B of the CCA, involved in the making of the Monthly Statement Representations by Calibre between 26 May 2014 and 21 July 2016 for the purposes of the ACL.

216. By reason of the defects described in section G:

- (a) the Novation Representation was misleading or deceptive, or likely to mislead or deceive, as the structural design of the Stage 7 Works prepared by Calibre as at the date that Calibre executed the Calibre Novation Deed:
 - (i) did not accord or comply with the requirements of the Calibre Consultant Agreement, or relevantly with:
 - (A) AS 1170.4: 2007; and
 - (B) AS 3600;
 - (ii) had not been prepared by an experienced structural engineer exercising reasonable care and skill; and
 - (iii) was not suitable, appropriate or adequate for the purposes described in the Calibre Brief; and
- (b) the Monthly Statement Representations were misleading or deceptive, or likely to mislead or deceive, as the monthly inspections conducted by Calibre cannot have confirmed that:
 - (i) the design documents Calibre had prepared accorded or complied with the Calibre Brief and the Calibre Consultant Agreement; and
 - (ii) the structural design for the Stage 7 Works had been prepared in accordance with the Calibre 'Brief' and the Calibre Consultant Agreement.

216A. To the extent that the Monthly Statement Representations involve statements of opinions, Calibre did not have reasonable grounds for the opinions (if any) conveyed by the Monthly Statement Representation by reason of the matters in paragraph 216(b) above.

217. By reason of the matters in paragraph 214, Calibre engaged in misleading or deceptive conduct in trade or commerce contrary to section 18 of the ACL.

218. By reason of the matters in paragraphs 215 to 217, Cesarello was involved in Calibre's contravention of section 18 of the ACL.
219. In reliance on the Novation Representation and the Monthly Statement Representations, Wadren allowed the Stage 7 Works to continue to completion with the defects set out in section G above in circumstances where, had it not relied on those representations, it would have taken the steps set out at paragraph 208 above.
220. By reason of the matters in paragraphs 217 to 219, the Stage 7 Buildings were constructed:
- (a) in accordance with the structural design prepared by Calibre that contained the errors set out in section G; and
 - (b) with the defects described in section G.
221. As a result of the matters set out in paragraphs 193 to 220, Wadren has suffered loss and damage.
222. In the premises of paragraphs 193 to 221:
- (a) Wadren; and
 - (b) QIC, as subsequent co-owner of the Centre,
- both being persons that have suffered loss or damage because of Cesarello and Calibre's conduct in contravention of section 18 of the ACL, are entitled to damages pursuant to section 236 of the ACL in respect of:
- (i) the Cesarello 1507 Representations, the 28 April Letter Representations, the Earthquake Representation and the Monthly Statement Representations, against Cesarello; and
 - (ii) the Calibre 1507 Representations, the 28 April Letter Representations, the Earthquake Representation, the Monthly Statement Representations and the Novation Representation, against Calibre.
223. Further, in the premises of paragraphs 193 to 222, having suffered loss and damage as a result of:
- (a) Cesarello's conduct in contravention of section 18 of the ACL; and
 - (b) Calibre's conduct in contravention of section 18 of the ACL,

Wadren and QIC are entitled to seek an order for compensation pursuant to section 237 of the ACL against Calibre and Cesarello.

O Gardner and Slatter

224. During the course of the Stage 7 Works, in undertaking their work pursuant to the Gardner Consultant Agreement and the Gardner Novation Deed with respect to building surveyor services, Gardner and Slatter made representations to Wadren and Probuild about the regulatory requirements and compliance of the structural design for the Stage 7 Buildings.
225. Between 21 March 2014 and 21 April 2017, Slatter issued staged building permits for the construction of the Stage 7 Works.

Particulars

Schedule 4 lists the building permits.

226. On each date that he issued a building permit in relation to the structural design of the Stage 7 Buildings, Slatter, as the relevant building surveyor, represented to Wadren and Probuild that he had reasonable grounds to be satisfied that the relevant structural design applicable to that building permit complied with:
- (a) AS 1170.4: 2007; and
 - (b) AS 3600,
- (the **Permit Representations**).
227. The Permit Representations:
- (a) were made in trade or commerce;
 - (b) were made by Slatter as the relevant building surveyor for the Stage 7 Works; and
 - (c) were made by Slatter:
 - (i) as an employee of Gardner and on its behalf; and
 - (ii) within the scope of his:
 - (A) actual authority; or
 - (B) alternatively, apparent authority.
228. In the premises of paragraph 227(c), pursuant to section 139B of the CCA, Gardner is taken to have made the Permit Representations.

229. By reason of the matters set out in paragraphs 173 to 176 above, Slatter did not have reasonable grounds to make the Permit Representations as he could not in the circumstances be satisfied that the structural design the subject of the building permits complied with:
- (a) AS 1170.4: 2007; and
 - (b) AS 3600.
230. In the premises of paragraphs 228 to 229:
- (a) the Permit Representations made by Slatter and taken to have been made by Gardner were misleading or deceptive, or likely to mislead or deceive; and
 - (b) in making the Permit Representations, Slatter and Gardner engaged in misleading and deceptive conduct in trade or commerce contrary to section 18 of the ACL.
231. In reliance on the Permit Representations, Wadren proceeded with the Stage 7 Works, whereas had those representations not been made and relied on:
- (a) Wadren would have required Calibre and Probuild to prepare a structural design for the Stage 7 Buildings that complied with the relevant BCA and Australian Standards for provision to Slatter in order to issue building permits pursuant to the *Building Act*; and
 - (b) the Stage 7 Buildings would not have been constructed with the defects set out in section G above.
232. Had the Permit Representations not been made and relied on by Probuild, Probuild would have required Calibre to prepare a structural design for the Stage 7 Works that complied with the applicable Legislative Requirements as set out in the D&C Contract, the Calibre Consultant Agreement and the Calibre Novation Deed.
233. By reason of the matters in paragraphs 224 to 232, the Stage 7 Buildings were constructed:
- (a) in accordance with the structural design prepared by Calibre that contained the errors and defects set out in section G; and
 - (b) in accordance with the structural design prepared by Calibre that did not comply with AS 1170.4: 2007 or AS 3600.
234. As a result of the matters set out in paragraphs 224 to 233, Wadren and QIC have suffered loss and damage.

235. In the premises of paragraphs 224 to 234:

- (a) Wadren; and
- (b) QIC as subsequent co-owner of the Centre,

both being persons that have suffered loss or damage because of Gardner's and Slatter's conduct in contravention of section 18 of the ACL, are entitled to damages in respect of the Permit Representations against Gardner and Slatter pursuant to section 236 of the ACL.

236. Further, in the premises of paragraphs 224 to 234 having suffered loss and damage as a result of:

- (a) Gardner's conduct in contravention of section 18 of the ACL; and
- (b) Slatter's conduct in contravention of section 18 of the ACL,

Wadren and QIC are entitled to seek an order for compensation pursuant to section 237 of the ACL against Gardner and Slatter.

P Probuild

237. Throughout the course of the Stage 7 Works and in undertaking the Probuild Design Obligations, Probuild made representations to Wadren concerning the suitability and regulatory compliance of the structural design.

238. Upon entry into the D&C Contract, dated 21 March 2014, Probuild represented to Wadren that the Preliminary Design was suitable, appropriate, and adequate for the Stated Purpose (the *Preliminary Design Representation*).

239. The Preliminary Design Representation was made by Probuild in trade or commerce.

240. By reason of the errors and defects in the structural design set out in section I, the Preliminary Design Representation was misleading or deceptive, or likely to mislead or deceive, contrary to section 18 of the ACL as:

- (a) the Preliminary Design prepared by Calibre as at 21 March 2014 did not comply with the requirements of AS 1170.4: 2007, AS 3600 or the BCA;
- (b) the Preliminary Design prepared by Calibre was not suitable, appropriate, or adequate for the Stated Purpose.

241. By reason of the matters in paragraph 240, Probuild engaged in misleading or deceptive conduct contrary to section 18 of the ACL.

242. Wadren relied on the Preliminary Design Representation in entering into the D&C Contract and in proceeding with the construction of the Stage 7 Works based on the Preliminary Design and the final structural design.
243. Had the Preliminary Design Representation not been made and relied on:
- (a) the Preliminary Design would not have been developed into the final structural design;
 - (b) Wadren would not have proceeded with the Stage 7 Works in accordance with the defective final structural design; and
 - (c) the Stage 7 Buildings would not have been constructed in accordance with the defective final structural design.
244. As a result of the matters set out in paragraphs 237 to 243, Wadren has suffered loss and damage.
245. In the premises of paragraphs 237 to 244:
- (a) Wadren; and
 - (b) QIC as subsequent co-owner of the Centre,
- both being persons that have suffered loss or damage because of Probuild's conduct in contravention of section 18 of the ACL are entitled to damages pursuant to section 236 of the ACL against Probuild.
246. Further, in the premises of paragraphs 237 to 244, Wadren and QIC, having suffered loss and damage as a result of Probuild's conduct in contravention of section 18 of the ACL, are entitled to seek an order for compensation pursuant to section 237 of the ACL against Probuild.

PART VI – TEMPORARY AND PERMANENT RECTIFICATION WORKS

247. The Stage 7 Buildings were constructed by Probuild in reliance on the structural design prepared by Calibre, such that the Buildings:
- (a) contain the seismic design defects set out at paragraphs 105 to 108 and 141 to 147 above;
 - (b) contain the reinforced concrete design defects set out at paragraphs 111 to 114 and 151 to 155; and
 - (c) do not have the required design life as set out in paragraphs 115 and 157.

248. By reason of the defects pleaded in paragraph 247, the Stage 7 Buildings as designed and constructed:

- (a) did not comply with the BCA, AS 1170.4: 2007 and AS 3600;
- (b) were structurally inadequate;
- (c) were at risk of failure in a seismic event;
- (d) being public venues, presented a danger to the public, tenants, and the plaintiffs' employees and agents; and
- (e) did not have the required design life.

Particulars

As a result of the defects described in sections G and I:

- (a) concrete has cracked and continues to crack in areas of the Stage 7 Buildings, such as the floor of the car park and the floor of retail areas;
- (b) concrete has and continues to spall, loosen and break away from corbels, corbel joints, movement joints, and dapped end band beams in areas of the Stage 7 Buildings, such as the car park and retail areas. In some locations the spalling and cracking concrete is at height, located either on the underside of the level one car park slab or in ceilings over retail and storage areas. The height of the level one car park and ceilings and the size of broken concrete sections, some of which are in excess of 300mm x 300mm, creates a real danger to people and property in the vicinity of the cracked or spalling concrete, which has been eliminated or mitigated to the extent reasonably practicable as a result of the Temporary Measures (defined below).

Further particulars will be provided following expert evidence.

249. As a result of the defects in the Stage 7 Buildings pleaded in paragraph 247:

- (a) the plaintiffs have undertaken temporary 'make-safe' works:
 - (i) to eliminate or mitigate to the extent reasonably practicable the risk that spalling concrete will cause personal injury or property damage to occupants of the Stage 7 Buildings;

- (ii) to eliminate or mitigate to the extent reasonably practicable the risk that one or more structural elements within the Stage 7 Buildings will fail or collapse; and
 - (b) the plaintiffs have commenced permanent rectification works:
 - (i) to remediate structural inadequacies and ensure compliance with the BCA and the relevant Australian standards;
 - (ii) to remediate damage to the Stage 7 Buildings; and
 - (iii) to ensure that the Stage 7 Buildings have the required design life.
250. To mitigate the risks presented by the defects in the Stage 7 Buildings and the matters set out at paragraphs 247 and 248, Wadren and QIC:
- (a) engaged contractors to undertake reasonable and necessary temporary works to minimise the risks posed by the defects described above, by:
 - (i) installing new and modified catch/drip trays beneath all accessible corbel joints to prevent spalling concrete from falling and minimise the consequent risk of injury;
 - (ii) installing plywood in the ceiling of the Myer tenancy in place of catch trays;
 - (iii) installing props and temporary structural steel to certain columns, to certain corbel joints, to support certain precast panels and at other locations such as inside affected Tenancies to remove and reduce structural reliance on overstressed corbel nibs;
 - (iv) erecting temporary barricades and crash barriers to protect the propping system and prevent access to car spaces in areas where make-safe works have been undertaken and where slab damage has impacted the structural integrity of the façade;
 - (v) undertaking waterproofing works in the Target Tenancy; and
 - (vi) relocating trolley bays to increase available car parking areas due to the reduction in car parking from other temporary works,
- (collectively, the **Temporary Measures**).

Particulars

Details of the Temporary Measures that have been undertaken are set out in:

- (a) MPN Group Pty Ltd, Consulting Engineers (*MPN*) Structural Assessment Report on Stage 7 Carpark and Retail Concrete Movement Joints dated 25 September 2019 [MPN.001.004.0519];
- (b) MPN, Brief Report on Defects and Temporary Make-safe Measures in Target dated 27 July 2020 [MPN.001.001.0837];
- (c) MPN, Brief Report on Defects and Temporary Make-safe Measures in Eastern Retail Area dated 27 July 2020 [MPN.001.001.0846];
- (d) MPN, Brief Report on Defects and Temporary Make-safe Measures in Stage 7 Carpark and Retail dated 29 September 2020 [MPN.001.009.0001];
- (e) MPN, Brief Report on Defects and Temporary Make-safe Measures in Area Around the Subaru Tenancy dated 10 October 2020 [MPN.001.001.1144];
- (f) MPN, Brief Report on Defects and Temporary Make-safe Measures in Myer Area dated 10 October 2020 [MPN.001.001.1139];
- (g) MPN, Letter regarding temporary Propping Measures in Stage 7 Carpark and Retail dated 20 September 2021 [MPN.001.001.0459];
- (h) MPN, Pacific Werribee, Stage 7 Structural non-conformances to compliance standards Report dated 7 February 2022 [MPN.001.001.9563];
- (i) MPN, Letter regarding Temporary propping Measures in Stage 7 Carpark and Retail dated 8 June 2022 [MPN.001.001.0462];
- (j) MPN, Addendum to MPN Expert report 11694-PJ01 dated 23 September 2022 [MPN.001.001.0464];

- (k) Works Contract, Pacific Werribee Shopping Centre - Catch Tray Works, Propping Works and other Works, between Wadren and QIC and Otto Construction Group Pty Ltd [QIP.502.003.0729]; and
- (l) Make Safe Works Document List at Attachment 7 to Works Specification of the Pacific Werribee Shopping Centre Stage 7 Defects Rectification Project – Major Project D&C Contract between Wadren and Hacer Australia Pty Ltd [QIP.502.003.0001].

Copies of the MPN reports, and the Works Contract and the Make Safe Works Document List are held by the solicitors for the plaintiffs and may be inspected by appointment.

- (b) engaged consultants and contractors to:
 - (i) undertake periodic inspections and dilapidation surveys to:
 - (A) record the extent of the damage to the Stage 7 Buildings from time to time; and
 - (B) confirm the structural adequacy of the Temporary Measures and adjust those Measures as required following inspection, (the *Periodic Inspections*); and
 - (ii) advise as to appropriate further incidental temporary measures and reasonable and necessary rectification works.

Particulars

The Periodic Inspections and dilapidation surveys have been undertaken by MPN. MPN has undertaken inspections as follows:

- (a) July to August 2019 (initial inspection) [MPN.001.001.0519];
- (b) December 2019 to April 2020 [MPN.001.001.0700; MPN.001.001.0913];
- (c) September 2020 [MPN.001.001.1429];
- (d) February to April 2021 [MPN.001.002.0001];
- (e) September to November 2021 [MPN.001.001.0015; MPN.001.001.0002];

- (f) February to April 2022 [MPN.001.001.0152]; and
- (g) September to October 2022 [MPN.001.001.0300].

Particulars of the MPN Periodic Inspections are set out in MPN Reports detailing those inspections. Copies of those reports are held by the solicitors for the plaintiffs and may be inspected by appointment.

251. In addition, Wadren has engaged a builder under a design and construct contract to undertake the following necessary and reasonable permanent rectification works to the Stage 7 Buildings:

- (a) installation of a seismic bracing system consisting of 'K-braces' and steel plates to bind adjoining structural blocks and prevent them from deflecting significantly and behaving independently of each other;
- (b) installation of additional structural columns and supports to deal with issues where load-bearing precast walls are connected to and support structural slabs and band beams;
- (c) installation of an underslung steel structure and steel posts to remove structural reliance on corbels; and
- (d) installation of permanent catch trays to prevent spalling concrete from falling, (the ***Permanent Rectification Works***).

Particulars

Details of the Permanent Rectification Works are set out in:

- (a) MPN, Pacific Werribee, Stage 7 Structural non-conformances to compliance standards (report), 7 February 2022 [MPN.001.001.9563004.0001];
- (b) the Work Specification of the Pacific Werribee Shopping Centre Stage 7 Defects Rectification Project – Major Project D&C Contract between Wadren and Hacer Australia Pty Ltd [QIP.502.003.0001]; and
- (b) the Project Definition Statement and Contract Variation Deed between Wadren and Hacer Australia Pty Ltd dated 25 October 2022 [QIP.502.003.0421].

252. The Permanent Rectification Works were commenced in early 2023 and are proceeding in stages.

PART VII – LOSS

Q Rectification cost

253. Loss has been incurred and will continue to be incurred by Wadren and QIC in respect of the costs of:
- (a) the Temporary Measures;
 - (b) the Periodic Inspections;
 - (c) the rectification work required to address the defective confinement ties in the area of the Purple Tower Zone as set out at paragraphs 114(h) and 155(h) above (the **Confinement Tie Rectification**); and
 - (d) the Permanent Rectification Works.

Particulars

- (a) The Temporary Measures works (incl GST) and Periodic Inspections and related costs as at 1 October 2023:
\$10,628,548.86
 - (b) Permanent Rectification Works (incl GST): \$199,199,922.04
 - (c) Particulars of the costs of the Temporary Measures, Periodic Inspections, Confinement Tie Rectification, and Permanent Rectification Works will be provided following completion of the Permanent Rectification Works and expert evidence.
254. Before Wadren and QIC, or a future owner of the Centre, can construct additional levels on the Stage 7 Buildings in the manner contemplated during the Stage 7 Works, additional bracing works are required to be carried out throughout the Stage 7 Buildings.

Particulars

The additional levels that were contemplated as part of the Stage 7 Works are described in the following documents:

- (a) Variation Order No. 120.
- (b) Variation Order No. 162.

- (c) Variation Order No. 166.
- (d) Email from Mark Kozakiewicz of Buchan to Curtis Gillett of Wadren dated 20 May 2019 regarding 'Future Proofing markup' and attachments [**QPW.500.016.3954**].
- (e) Calibre calculation sheet dated 5 August 2015 depicting future proofed columns and footings [**CAL.500.001.5281**].

255. In the premises of paragraph 254, the Centre as a whole has diminished in value by at least the amount of the additional rectification costs required to enable the additional levels contemplated during the Stage 7 Works (the ***Diminution of Value Loss***).

Particulars

Particulars of the Diminution of Value Loss will be provided following expert evidence.

R Additional Loss

256. The defects described in sections G and I have the effect of:
- (a) increasing the extent of maintenance works required in respect of the Stage 7 Buildings (the ***Maintenance Loss***); and
 - (b) reducing the durability of the Stage 7 Buildings (the ***Durability Loss***).

Particulars

Particulars of the Maintenance Loss and Durability Loss will be provided following expert evidence.

257. The Temporary Measures works and the Permanent Rectification Works have had and, together with the Confinement Tie Rectification, will have a deleterious effect on:
- (a) the satisfaction and experience of customers to the Centre;
 - (b) the visual presentation of the Centre;
 - (c) the use and enjoyment of the Stage 7 Buildings, by customers, tenants, and the plaintiffs; and
 - (d) the reputation of the Centre,
- (the ***Satisfaction Loss***).

Particulars

Particulars of the Satisfaction Loss incurred as a result of the Temporary Measures, the Permanent Rectification Works and the Confinement Tie Rectification will be provided following completion of the Permanent Rectification Works and expert evidence.

258. The Co-owners have implemented and will continue to implement measures in order to mitigate the Satisfaction Loss (the **Mitigation Works**).

Particulars

Particulars of the Mitigation Works will be provided following completion of the Permanent Rectification Works and expert evidence.

259. Loss has been incurred and will continue to be incurred by Wadren and QIC in respect of the costs of the Mitigation Works.

Particulars

Particulars of the costs of the Mitigation Works will be provided following completion of the Permanent Rectification Works and expert evidence.

260. The Permanent Rectification Works will cause:
- (a) a permanent reduction of gross lettable area; and
 - (b) a permanent reduction in car park spaces,
- as a result of the installation of structural members in some Centre tenancies and car parks in the manner described in paragraph 251.

Particulars

Particulars of the reduction of gross lettable area and reduction in car park spaces as a result of the Permanent Rectification Works will be provided following expert evidence.

261. In the premises of paragraph 258, the Permanent Rectification Works will result in:
- (a) a reduction in market rent for some Centre tenancies; and
 - (b) a reduction in the market value of the Centre as a whole,
- (the **Permanent Centre Loss**).

Particulars

Particulars of the Permanent Centre Loss incurred as a result of the Permanent Rectification Works will be provided following expert evidence.

S Tenancy liability

262. The Temporary Measures have caused, and the Permanent Rectification Works have and are likely to cause, disruption to the business of some Centre tenants (the **Affected Tenants**).
263. In the premises of paragraph 262, the plaintiffs have been and will likely be subject to claims from the Affected Tenants.

Particulars

Particulars of the claims from Affected Tenants will be provided following completion of the Permanent Rectification Works.

264. The claims from Affected Tenants will cause loss and damage to both Wadren and QIC (the **Affected Tenant Loss**).

Particulars

Particulars of the Affected Tenant Loss and the proportions in which those losses will be borne by Wadren and QIC will be provided following completion of the Permanent Rectification Works and expert evidence.

T Indemnities

265. Further to the matters set out in paragraphs 253 to 264 above, Wadren is entitled to be indemnified by Probuild for its losses arising from:
- (a) the cost of the Temporary Measures, the Periodic Inspections, the Confinement Tie Rectification, the Permanent Rectification Works and the Mitigation Works;
 - (b) the Diminution of Value Loss;
 - (c) the Maintenance Loss;
 - (d) the Durability Loss;
 - (e) the Satisfaction Loss;
 - (f) the Permanent Centre Loss; and
 - (g) the Affected Tenant Loss,

pursuant to the indemnities provided by clauses 9.3(b), 17.1 and 51.1 of the D&C Contract.

U Summary of losses claimed

266. By reason of the matters set out above, the plaintiffs have suffered or will suffer loss in respect of the following matters:

- (a) the cost of the Temporary Measures, the Periodic Inspections, the Confinement Tie Rectification, the Permanent Rectification Works and the Mitigation Works;
 - (b) the Diminution of Value Loss;
 - (c) the Maintenance Loss;
 - (d) the Durability Loss;
 - (e) the Satisfaction Loss;
 - (f) the Permanent Centre Loss; and
 - (g) the Affected Tenant Loss,
- (collectively, the **Total Losses**).

267. The plaintiffs are entitled to recover the Total Losses from the defendants pursuant to the causes of action described herein.

AND THE PLAINTIFFS CLAIM:

- A. As against Probuild:
- (a) Wadren claims damages for breach of contract in a sum to be determined;
 - (b) the plaintiffs claim:
 - (i) damages pursuant to section 236 of Australian Consumer Law in a sum to be determined;
 - (ii) an order for compensation pursuant to section 237 of the ACL;
 - (iii) interest; and
 - (iv) costs.
- B. As against Calibre:
- (a) Wadren claims damages for breach of contract in a sum to be determined;
 - (b) the plaintiffs claim:
 - (i) damages pursuant to section 236 of Australian Consumer Law in a sum to be determined;
 - (ii) an order for compensation pursuant to section 237 of the ACL;
 - (iii) interest; and
 - (iv) costs.
- C. As against Cesarello, the plaintiffs claim:
- (a) damages pursuant to section 236 of Australian Consumer Law in a sum to be determined;
 - (b) an order for compensation pursuant to section 237 of the ACL;
 - (c) interest; and
 - (d) costs.
- D. As against Gardner:
- (a) Wadren claims:

- (i) damages for breach of contract in a sum to be determined;
- (ii) further and / or alternatively, damages for negligence in a sum to be determined;
- (b) the plaintiffs claim:
 - (i) damages pursuant to section 236 of Australian Consumer Law in a sum to be determined;
 - (ii) an order for compensation pursuant to section 237 of the ACL;
 - (iii) interest; and
 - (iv) costs.

E. As against Slatter:

- (a) the plaintiffs claim:
 - (i) damages pursuant to section 236 of Australian Consumer Law in a sum to be determined;
 - (ii) an order for compensation pursuant to section 237 of the ACL;
 - (iii) interest;
 - (iv) costs
- (b) Wadren claims damages for negligence in a sum to be determined.

Dated: ~~26-October-2023~~ 19 December 2023

Nicholas Pane

Geraldine Gray

Allens
Solicitors for the plaintiffs

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
TECHNOLOGY, ENGINEERING AND CONSTRUCTION LIST S CI 2023

B E T W E E N

WADREN PTY LTD (ACN 005 537 235) IN ITS CAPACITY AS TRUSTEE FOR THE
HOPPERS CROSSING UNIT TRUST (ABN 83 405 769 465) AND QIC WERRIBEE PTY
LTD (ACN 624 121 204) AS TRUSTEE FOR THE QIC WERRIBEE TRUST (ABN 76 994
021 211)

Plaintiffs

and

PROBUILD CONSTRUCTIONS (AUST) PTY LTD (SUBJECT TO A DEED OF COMPANY
ARRANGEMENT) (ACN 095 250 945)

First defendant

AND OTHERS (ACCORDING TO THE SCHEDULE)

SCHEDULE OF PARTIES

WADREN PTY LTD (ACN 005 537 235) IN ITS CAPACITY AS TRUSTEE FOR THE
HOPPERS CROSSING UNIT TRUST (ABN 83 405 769 465)

First plaintiff

QIC WERRIBEE PTY LTD (ACN 624 121 204) AS TRUSTEE FOR THE QIC WERRIBEE
TRUST (ABN 76 994 021 211)

Second plaintiff

and

PROBUILD CONSTRUCTIONS (AUST) PTY LTD (SUBJECT TO A DEED OF COMPANY
ARRANGEMENT) (ACN 095 250 945)

First defendant

EGIS CONSULTING PTY LTD (ACN 109 448 982)

Second defendant

GARDNER GROUP PTY. LTD. (ACN 056 178 262)

Third defendant

DARREN JOHN SLATTER

Fourth defendant

ANTHONY GERARD CESARELLO

Fifth defendant

~~26 October 2023~~ 19 December 2023

Schedule 2 - Regulation 1507 Certificates

1. On each of the dates identified in **Column B**, Cesarello or Spencer (as identified in **Column E**) issued a Regulation 1507 Certificate certifying that the documents identified in **Column C** complied with the standards identified in **Column D**.
2. In all cases, the Regulation 1507 Certificates listed were relied upon for grant of a building permit.

#	Issue date	Design Documents	Standards	Issued by	Document ID
A	B	C	D	E	F
1.	21 February 2014	S001 Revision 0, S002 Revision 0, S003 Revision 0, S004 Revision 0, S005 Revision 0, S006 Revision 0, S007 Revision 0, S008 Revision 0, S009 Revision 0, S010 Revision 0, S050 Revision 0, S051 Revision 0, S060 Revision 0, S061 Revision 0, S062 Revision 0, S063 Revision 0, S520 Revision 0, S521 Revision 0, S522 Revision 0, S523 Revision 0, S524 Revision 0, S447 Revision 0, S448 Revision 0 and S449 Revision 0	AS/NZS 1170.4:2007: Structural design actions – Earthquake Actions in Australia AS 3600 – 2009: Concrete Structures Building Code of Australia Importance Level 3 – Table B1.2a and B1.2b Clauses B1.1, B1.2 and B1.4 where applicable to those items designed and documented by Brown Consulting	Anthony Cesarello	CAL.500.001.0710
2.	21 February 2014	S001 Rev0, S002 Rev0, S003 Rev0, S004 Rev0, S005 Rev0, S006 Rev0, S007 Rev0, S008 Rev0, S009 Rev0, S010 Rev0, S050 Rev0, S051 Rev0, S060 Rev0, S061 Rev0, S062 Rev0, S063 Rev0, S540 Rev0, S541 Rev0, S542 Rev0, S543 Rev0, S544 Rev0, S545 Rev0, S580 Rev0, S581 Rev0, S582 Rev0, S583 Rev0, S584 Rev0, S585 Rev0, S586 Rev0, S587 Rev0, S588 Rev0, S589 Rev0, S590 Rev0, S591 Rev0, S592 Rev0, S593 Rev0, S596 Rev0, S597 Rev0 and S599 Rev0.	AS/NZS 1170.4:2007: Structural design actions – Earthquake Actions in Australia AS 3600 – 2009: Concrete Structures Building Code of Australia Importance Level 3 – Table B1.2a and B1.2b Clauses B1.1, B1.2 and B1.4 where applicable to those items designed and documented by Brown Consulting	Anthony Cesarello	CAL.500.001.0711

#	Issue date	Design Documents	Standards	Issued by	Document ID
A	B	C	D	E	F
3.	21 February 2014	S001 Rev0, S002 Rev0, S003 Rev0, S004 Rev0, S005 Rev0, S006 Rev0, S007 Rev0, S008 Rev0, S009 Rev0, SOW Rev0, S050 Rev0, S051 rev0, S060 Rev0, S061 Rev0, S062 Rev0, S063 rev0, S600 Rev0, S601 Rev0, S602 Rev0, S603 Rev0, S604 Rev0, S605 Rev0, S606 Rev0 and S607 Rev0.	AS/NZS 1170.4:2007: Structural design actions – Earthquake Actions in Australia AS 3600 – 2009: Concrete Structures Building Code of Australia Importance Level 3 – Table B1.2a and B1.2b Clauses B1.1, B1.2 and B1.4 where applicable to those items designed and documented by Brown Consulting	Anthony Cesarello	CAL.500.001.0712
4.	21 February 2014	S001 Rev0, S002 Rev0, S003 Rev0, S004 Rev0, S005 Rev0, S006 Rev0, S007 Rev0, S008 Rev0, S009 Rev0, S010 Rev0, S050 Rev0, S051 Rev0, S060 Rev0, S061 Rev0, S062 Rev0, S063 Rev0, S150 Rev0, S151 Rev0, S164 Rev0, S200 Rev0, S201 Rev0, S214 Rev0, S224 Rev0, S225 Rev0, S101 Rev0, S102 Rev0, S106 Rev0, S107 Rev0, S108 Rev0, S111 Rev0, S112 Rev0, S113 Rev0, S116 Rev0, S130 Rev0, S131 Rev0, S137 Rev0, S150 Rev0, S151 Rev0, S152 Rev0, S156 Rev0, S157 Rev0, S158 Rev0, S159 Rev0, S161 Rev0, S162 Rev0, S163 Rev0, S164 Rev0, SI 66 Rev0, S200 Rev0, S201 Rev0, S202 Rev0, S206 Rev0, S207 Rev0, S208 Rev0, S209 Rev0, S211 Rev0, S212 Rev0, S213 Rev0, S214 Rev0, S216 Rev0,	AS/NZS 1170.4:2007: Structural design actions – Earthquake Actions in Australia AS 3600 – 2009: Concrete Structures Building Code of Australia Importance Level 3 – Table B1.2a and B1.2b Clauses B1.1, B1.2 and B1.4 where applicable to those items designed and documented by Brown Consulting	Anthony Cesarello	CAL.500.001.0713

CEM-1

#	Issue date	Design Documents	Standards	Issued by	Document ID
A	B	C	D	E	F
		S220B Rev0, S221 Rev0, S223 Rev0, S230 Rev0, S231 Rev0, S232 Rev0, S233 Rev0, S234 Rev0, S235 Rev0, S236 Rev0, S237 Rev0, S238 Rev0, S239 Rev0, S240 Rev0, S241 Rev0, S242 Rev0, S250 Rev0, S251 Rev0, S252 Rev0, S259 Rev0, S264 Rev0, S300 Rev0, S301 Rev0, S302 Rev0, S309 Rev0, S314 Rev0, S337 Rev0, S338 Rev0, S341 Rev0, S342 Rev0, S348 Rev0, S349 Rev0, S350 Rev0, S351 Rev0, S357 Rev0, S358 Rev0, S359 Rev0, S360 Rev0, S361 Rev0, S370 Rev0, S371 Rev0, S372 Rev0, S384 Rev0, S396 Rev0, S398 Rev0, S399 Rev0, S400 Rev0, S401 Rev0, S402 Rev0, S410 Rev0, S413 Rev0, S420 Rev0, S421 Rev0, S431 Rev0, S432 Rev0, S436 Rev0, S438 Rev0, S440 Rev0, S441 Rev0, S444A Rev0, S444B Rev0, S445 Rev0, S450 Rev0, S451 Rev0, S452 Rev0, S453 Rev0, S454 Rev0, S457 Rev0, S458 Rev0, S459 Rev0, S460 Rev0, S460 Rev0, S463 Rev0, S470 Rev0, S471 Rev0.			
5.	28 March 2014	S103 Rev 0, S104 Rev 0, S105 Rev 0, S109 Rev 0, S110 Rev 0, S132 Rev 0, S133 Rev 0, S135 Rev 0, S153 Rev 0, S154 Rev 0, S155 Rev 0, S160 Rev 0, S165 Rev 0, S203 Rev 0, S204 Rev 0, S205 Rev 0, S210 Rev 0, S215 Rev 0, S220A Rev 0, S243 Rev 0, S244 Rev 0, S245 Rev 0, S246	AS/NZS 1170.4:2007: Structural design actions – Earthquake Actions in Australia AS 3600 – 2009: Concrete Structures Building Code of Australia Importance Level 3 – Table B1.2a and B1.2b	Anthony Cesarello	QPW.505.001.0007, PDF p 1.

#	Issue date	Design Documents	Standards	Issued by	Document ID
A	B	C	D	E	F
		Rev 0, S253 Rev 0, S254 Rev 0, S255 Rev 0, S256 Rev 0, S257 Rev 0, S258 Rev 0, S260 Rev 0, S261 Rev 0, S262 Rev 0, S263 Rev 0, S265 Rev 0, S266 Rev 0, S303 Rev 0, S304 Rev 0, S305 Rev 0, S306 Rev 0, S307 Rev 0, S308 Rev 0, S310 Rev 0, S311 Rev 0, S312 Rev 0, S313 Rev 0, S315 Rev 0, S316 Rev 0, S330 Rev 0, S331 Rev 0, S332 Rev 0, S333 Rev 0, S334 Rev 0, S335 Rev 0, S336 Rev 0, S339 Rev 0, S340 Rev 0, S343 Rev 0, S344 Rev 0, S411 Rev 0, S412 Rev 0, S414 Rev 0, S422 Rev 0	Clauses B1.1, B1.2 and B1.4 where applicable to those items designed and documented by Brown Consulting		
6.	14 April 2014	S228 Rev 0, S345 Rev 0, S346 Rev 0, S347 Rev 0, S353 Rev 0, S354 Rev 0, S355 Rev 0, S356A Rev 0, S356B Rev 0, S373 Rev 0, S374 Rev 0, S375 Rev 0, S376 Rev 0, S376 Rev 0, S377 Rev 0, S378 Rev 0, S379 Rev 0, S380 Rev 0, S381 Rev 0, S382 Rev 0, S383 Rev 0, S386 Rev 0, S390 Rev 0, S392 Rev 0, S393 Rev 0, S394 Rev 0, S395 Rev 0, S430 Rev 0, S439 Rev 0, S442 Rev 0, S443 Rev 0, S446 Rev 0, S466 Rev 0, S467 Rev 0, S468 Rev 0, S469 Rev 0, S474 Rev 0, S475 Rev 0, S476 Rev 0, S477 Rev 0, S478 Rev 0, S479 Rev 0, S480 Rev 0, S481 Rev 0, S482 Rev 0, S483 Rev 0, S484 Rev 0, S485 Rev 0, S488 Rev 0, S492 Rev 0, S493 Rev 0	AS/NZS 1170.4:2007: Structural design actions – Earthquake Actions in Australia Building Code of Australia Importance Level 3 – Table B1.2a and B1.2b	Anthony Cesarello	QPW.505.001.0009

#	Issue date	Design Documents	Standards	Issued by	Document ID
A	B	C	D	E	F
		0, S494 Rev 0, S496 Rev 0, S497 Rev 0, S500 Rev 0, S501 Rev 0, S502 Rev 0, S503 Rev 0, S504 Rev 0, S505 Rev 0, S506 Rev 0, S507 Rev 0, S560 Rev 0, S561 Rev 0, S562 Rev 0, S563 Rev 0, S564 Rev 0, S565 Rev 0.			
7.	17 March 2015	S050 Rev 5, S051 Rev 18, S150 Rev 2, S151 Rev 7, S152 Rev 15, S164 Rev 4, S200 Rev 0, S201 Rev 2, S202 Rev 8, S214 Rev 0, S224 Rev 1, S225 Rev 2, S226 Rev 1, S243 Rev 1, S244 Rev 2, S250 Rev 4, S251 Rev 8, S252 Rev 13, S262 Rev 5, S264 Rev 5, S300 Rev 1, S301 Rev 0, S302 Rev 5, S314 Rev 0, S339 Rev 0, S340 Rev 3, S347 Rev 2, S353 Rev 4, S354 Rev 5, S355 Rev 6, S356A Rev 4, S356B Rev 5, S356C Rev 3, S370 Rev 5, S371 Rev 8, S372 Rev 7, S384 Rev 5, S450 Rev 4, S451 Rev 3, S452 Rev 2, S453 Rev 4, S454 Rev 3, S492 Rev 6, S493 Rev 8 and S494 Rev 7.	AS 3600 – 2009: Concrete Structures Building Code of Australia	Anthony Cesarello	QPW.505.001.0013
8.	9 November 2015	S050 Rev 10, S051 Rev 24, S060 Rev 5, S159 Rev 7, S160 Rev 5, S259 Rev 13, S260 Rev 12, S264 Rev 7, S348 Rev 3, S349 Rev 4, S350 Rev 2, S379 Rev 8, S380 Rev 1, S384 Rev 7, S483 Rev 3, S484 Rev 4, S485 Rev 8.	AS/NZS 1170.4:2007: Structural design actions – Earthquake Actions in Australia AS 3600 – 2001: Concrete Structures NCC 2009 Volume 1, Building Code of Australia, Part B1	Anthony Cesarello	QPW.505.001.0014
9.	18 December 2015	S154 Rev 11, S155 Rev 2, S159 Rev 7, S160 Rev 5, S204 Rev 10, S205	AS 1170.4: 2007: Structural design actions – Earthquake actions in Australia	Anthony Cesarello	CAL.500.001.0715

#	Issue date	Design Documents	Standards	Issued by	Document ID
A	B	C	D	E	F
		Rev 1, S209 Rev 3, S210 Rev 2, S236 Rev 3, S237 Rev 4, S244 Rev 5, S254 Rev 11, S255 Rev 3, S259 Rev 15, S260 Rev 12, S304 Rev 7, S305 Rev 2, S309 Rev 4, S310 Rev 4, S333 Rev 5, S335 Rev 4, S374 Rev 4 and S379 Rev 8.	AS 3600 – 2001 Concrete Structures NCC 2009 Volume 1, Building Code of Australia, Part B1		
10.	2 October 2016	S001 Rev 0, S002 Rev 0, S010 Rev 2, S011 Rev 0, S012 Rev 0, S020 Rev 1, S021 Rev 0, S025 Rev 0, S026 Rev 0, S030 Rev 0, S031 Rev 0 and S035 Rev 0.	AS/NZS 1170.4:2007: Structural design actions – Earthquake Actions in Australia AS 3600 – 2001: Concrete Structures NCC 2009 Volume 1, Building Code of Australia, Part B1, SPEC C1.11	Anthony Spencer	QPW.505.001.0016
11	9 February 2017	S01 Rev 0, S02 Rev 0, S03 Rev 0, S04 Rev 0 and S05 Rev 0. C01 Rev 0	AS/NZS 1170.4:2007: Structural design actions – Earthquake Actions in Australia AS 3600 – 2001: Concrete Structures NCC 2009 Volume 1, Building Code of Australia, Part B1	Anthony Spencer	QPW.505.001.0015

Schedule 3 – Calibre Monthly

As part of the Calibre Reporting Obligations, Calibre provided monthly statements to Wadren on each of the dates identified in **Column B**.

#	Issue date	Document ID	Issued by	Description
A	B	C	D	E
1.	26 May 2014	QPW.500.009.5404	Brown (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
2.	25 June 2014	QPW.500.005.6348	Brown (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
3.	25 July 2014	QPW.500.006.1174	Brown (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
4.	22 August 2014	QPW.500.006.3761	Brown (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
5.	20 November 2014	QPW.500.007.6278	Brown (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
6.	25 January 2015	QPW.500.008.2365	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
7.	25 February 2015	QPW.500.008.7427	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.

#	Issue date	Document ID	Issued by	Description
A	B	C	D	E
8.	31 March 2015	QPW.500.008.7407	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
9.	30 April 2015	QPW.500.009.1601	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
10.	22 June 2015	QPW.500.009.6298	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
11.	27 July 2015	QPW.500.010.1787	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
12.	21 August 2015	QPW.500.010.5568	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
13.	21 September 2015	QPW.500.010.8680	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
14.	23 October 2015	QPW.500.011.1245	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
15.	23 November 2015	QPW.500.011.4665	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.

#	Issue date	Document ID	Issued by	Description
A B		C	D	E
16.	16 December 2015	CAL.500.001.2027	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
17.	18 January 2016	CAL.500.001.1920	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
18.	22 February 2016	QPW.500.012.1035	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
19.	24 June 2016	CAL.500.001.2049	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
20.	21 July 2016	CAL.500.001.2083	Calibre Consulting (Tony Cesarello)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
21.	22 August 2016	CAL.500.001.2093	Calibre Consulting (John Cox)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
22.	21 September 2016	CAL.500.001.2094	Calibre Consulting (John Cox)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
23.	20 October 2016	CAL.500.001.2101	Calibre Consulting (John Cox)	Monthly statement confirming the works substantially comply with the requirements of the design documents.

#	Issue date	Document ID	Issued by	Description
A	B	C	D	E
24.	24 November 2016	CAL.500.001.2102	Calibre Consulting (John Cox)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
25.	9 December 2016	CAL.500.001.2103	Calibre Consulting (John Cox)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
26.	23 January 2017	CAL.500.001.2104	Calibre Consulting (John Cox)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
27.	21 February 2017	CAL.500.001.2105	Calibre Consulting (John Cox)	Monthly statement confirming the works substantially comply with the requirements of the design documents.
28.	24 March 2017	CAL.500.001.2106	Calibre Consulting (John Cox)	Monthly statement confirming the works substantially comply with the requirements of the design documents.

Schedule 4 - Building Permits

1. On the dates identified in **Column D**, Slatter issued building permits with the permit number in **Column E** in respect of the stages of the Stage 7 Works identified in **Column B**. Those permits were applied for on the dates in **Column C**.

#	Stage	Application date	Issue date	Building Permit No.	Document ID
A	B	C	D	E	F
1.	Stage 1	20 March 2014	21 March 2014	1162/140064/1	QPW.500.004.7979
2.	Stage 2	1 April 2014	2 April 2014	1162/140064/2	QPW.503.001.6796
3.	Stage 3	17 April 2014	24 April 2014	1162/140064/3	QPW.503.001.6884
4.	Stage 4	15 May 2014	16 May 2014	1162/140064/4	QPW.503.001.6903
5.	Stage 5	15 May 2014	4 June 2015	1162/140064/5	QPW.503.001.6921
6.	Stage 6	30 June 2014	30 June 2014	1162/140064/6	QPW.503.001.6939
7.	Stage 7	7 July 2014	9 July 2014	1162/140064/7	QPW.503.001.6957
8.	Stage 8	30 July 2014	1 August 2014	1162/140064/8	QPW.503.001.6980
9.	Stage 9	14 August 2014	25 August 2014	1162/140064/9	QPW.503.001.6999
10.	Stage 10	24 September 2014	27 October 2014	1162/140064/10	QPW.503.001.6347
11.	Stage 11	24 March 2015	1 April 2015	1162/140064/11	QPW.503.001.6451
12.	Stage 12	24 March 2015	1 April 2015	1162/140064/12	QPW.503.001.6491
13.	Stage 13	17 April 2015	28 April 2015	1162/140064/13	QPW.503.001.6513

#	Stage	Application date	Issue date	Building Permit No.	Document ID
A	B	C	D	E	F
14.	Stage 14	27 April 2015	1 May 2015	1162/140064/14	QPW.503.001.6548
15.	Stage 15	18 May 2015	18 May 2015	1162/140064/15	QPW.503.001.6583
16	Stage 16	18 May 2015	4 August 2015	1162/140064/16	QPW.503.001.6618
17.	Amended Stage 10	24 September 2014	24 August 2015	1162/140064/10	QPW.503.001.6399
18.	Stage 17	28 August 2015	19 October 2015	1162/140064/17	QPW.503.001.6692
19.	Stage 18	4 November 2015	12 November 2015	1162/140064/18	QPW.503.001.6729
20.	Amended Stage 17	28 August 2015	24 March 2016	1162/140064/17 (Amended 2)	PAC.002.001.3829
21	Stage 19	22 December 2015	29 March 2016	1162/140064/19	QPW.503.001.6757
22.	Amended Stage 22	28 October 2016	4 April 2016	1162/140064/22 Amendment 1	QPW.503.001.7062
23.	Stage 20	11 March 2016	20 May 2016	1162/140064/20	QPW.503.001.6813
24.	Stage 21	26 August 2016	26 August 2016	1162/140064/21	QPW.503.001.6853
25.	Stage 22	28 October 2016	18 November 2016	1162/140064/22	QPW.503.001.7023
26.	Stage 23	16 January 2017	20 January 2017	1162/140064/23	QPW.503.001.7101
27.	Stage 24	23 January 2017.	23 January 2017	1162/140064/24	QPW.503.001.7141
28.	Stage 25	14 February 2017	14 February 2017	1162/140064/25	QPW.503.001.7179

#	Stage	Application date	Issue date	Building Permit No.	Document ID
A	B	C	D	E	F
29.	Stage 26	15 February 2017	17 March 2017	1162/140064/26	QPW.503.001.7268
30.	Amended Stage 26	15 February 2017	21 April 2017	1162/140064/26 Amendment 1	QPW.503.001.7220

Schedule 5 – Consultant Coordination Meetings and Design Meetings

Gardner representatives were regular attendees at consultant coordination meetings and design meetings from 4 August 2010 to 26 March 2014. The dates on which those meetings were held identified in **Column B**. The minutes of those meetings are detailed at **Column C**.

#	Meeting date	Meeting Number	Document ID
A	B	C	D
Consultant Coordination Meeting Minutes			
1.	14/04/2010	Consultant Coordinating Meeting No.1	PAC.003.005.5588
2.	21/04/2010	Consultant Coordinating Meeting No.2	PAC.003.005.5591
3.	28/04/2010	Consultant Coordinating Meeting No.3	PAC.003.005.5593
4.	5/05/2010	Consultant Coordinating Meeting No.4	PAC.003.005.5856
5.	12/05/2010	Consultant Coordinating Meeting No.5	PAC.003.005.5858
6.	19/05/2010	Consultant Coordinating Meeting No.6	PAC.003.005.5860
7.	19/05/2010	Consultant Coordinating Meeting No.7	PAC.003.005.5863
8.	2/06/2010	Consultant Coordinating Meeting No.8	PAC.003.005.5865
9.	7/07/2010	Consultant Coordinating Meeting No.9	PAC.003.006.8187
10.	14/07/2010	Consultant Coordinating Meeting No.10	PAC.003.005.6130
11.	21/07/2010	Consultant Coordinating Meeting No.11	PAC.003.005.6132

#	Meeting date	Meeting Number	Document ID
A	B	C	D
12.	28/07/2010	Consultant Coordinating Meeting No.12	PAC.003.005.6135
13.	4/08/2010	Consultant Coordinating Meeting No.13	PAC.003.005.6137
14.	11/08/2010	Consultant Coordinating Meeting No.14	PAC.003.005.6139
15.	25/08/2010	Consultant Coordinating Meeting No.16	PAC.003.006.8184
16.	1/09/2010	Consultant Coordinating Meeting No.17	PAC.003.005.6433
17.	8/09/2010	Consultant Coordinating Meeting No.18	PAC.003.005.6442
18.	15/09/2010	Consultant Coordinating Meeting No.19	PAC.003.005.6453
19.	22/09/2010	Consultant Coordinating Meeting No.20	PAC.003.005.6465
20.	29/09/2010	Consultant Coordinating Meeting No.21	PAC.003.005.6476
21.	6/10/2010	Consultant Coordinating Meeting No.22	PAC.003.005.6486
22.	13/10/2010	Consultant Coordinating Meeting No.23	PAC.003.005.6496
23.	20/10/2010	Consultant Coordinating Meeting No.24	PAC.003.005.6506
24.	27/10/2010	Consultant Coordinating Meeting No.25	PAC.003.005.6516
25.	10/11/2010	Consultant Coordinating Meeting No.26	PAC.003.005.6526
26.	17/11/2010	Consultant Coordinating Meeting No.27	PAC.003.005.6536
27.	24/11/2010	Consultant Coordinating Meeting No.28	PAC.003.005.6546

#	Meeting date	Meeting Number	Document ID
A	B	C	D
28.	1/11/2010	Consultant Coordinating Meeting No.29	PAC.003.005.6556
29.	08/11/2010	Consultant Coordinating Meeting No.30	PAC.003.005.6566
30.	15/11/2010	Consultant Coordinating Meeting No.31	PAC.003.004.1814
31.	12/11/2010	Consultant Coordinating Meeting No.32	PAC.003.005.6586
32.	19/01/2011	Consultant Coordinating Meeting No.33	PAC.003.005.6596
33.	28/01/2011	Consultant Coordinating Meeting No.34	PAC.003.005.6606
34.	2/02/2011	Consultant Coordinating Meeting No.35	PAC.003.005.6616
35.	9/02/2011	Consultant Coordinating Meeting No.36	PAC.003.005.6626
36.	16/02/2011	Consultant Coordinating Meeting No.37	PAC.003.005.6635
37.	23/02/2011	Consultant Coordinating Meeting No.38	PAC.003.005.6644
38.	2/03/2011	Consultant Coordinating Meeting No.39	PAC.003.005.6654
39.	9/03/2011	Consultant Coordinating Meeting No.40	PAC.003.005.6664
40.	15/03/2011	Consultant Coordinating Meeting No.41	PAC.003.005.6673
41.	23/03/2011	Consultant Coordinating Meeting No.42	PAC.003.005.6681
42.	30/03/2011	Consultant Coordinating Meeting No.43	PAC.003.005.6690
43.	6/04/2011	Consultant Coordinating Meeting No.44	PAC.003.005.6700

#	Meeting date	Meeting Number	Document ID
A	B	C	D
44.	13/04/2011	Consultant Coordinating Meeting No.45	PAC.003.005.6710
45.	20/04/2011	Consultant Coordinating Meeting No.46	PAC.003.005.6720
Design Meeting Minutes			
1.	27/02/2013	Werribee Plaza - Design Meeting No.03	PAC.001.004.3506
2.	13/03/2013	Werribee Plaza - Design Meeting No.05	PAC.001.002.4652
3.	8/05/2013	Werribee Plaza - Design Meeting No.12	PAC.001.001.4013
4.	15/05/2013	Werribee Plaza - Design Meeting No.13	PAC.001.001.4003
5.	22/05/2013	Werribee Plaza - Design Meeting No.14	PAC.001.001.3994
6.	29/05/2013	Werribee Plaza - Design Meeting No.15	PAC.001.001.3986
7.	5/06/2013	Werribee Plaza - Design Meeting No.16	PAC.001.001.3971
8.	12/06/2013	Werribee Plaza - Design Meeting No.17	PAC.001.001.3935
9.	19/06/2013	Werribee Plaza - Design Meeting No.18	PAC.001.001.3865
10.	26/06/2013	Werribee Plaza - Design Meeting No.19	PAC.001.001.3815
11.	3/07/2013	Werribee Plaza - Design Meeting No.20	PAC.001.001.3674
12.	10/07/2013	Werribee Plaza - Design Meeting No.21	PAC.001.001.3661
13.	10/07/2013	Werribee Plaza - Design Meeting No.22	PAC.001.001.3647

#	Meeting date	Meeting Number	Document ID
A	B	C	D
14.	24/07/2013	Werribee Plaza - Design Meeting No.23	PAC.001.001.3631
15.	31/07/2013	Werribee Plaza - Design Meeting No.24	PAC.001.001.3324
16.	7/08/2013	Werribee Plaza - Design Meeting No.25	PAC.001.001.3272
17.	14/08/2013	Werribee Plaza - Design Meeting No.26	PAC.001.001.2579
18.	21/08/2013	Werribee Plaza - Design Meeting No.27	PAC.001.001.2247
19.	28/08/2013	Werribee Plaza - Design Meeting No.28	PAC.001.001.2230
20.	4/09/2013	Werribee Plaza - Design Meeting No.29	PAC.001.001.2219
21.	11/09/2013	Werribee Plaza - Design Meeting No.30	PAC.001.001.2205
22.	18/09/2013	Werribee Plaza - Design Meeting No.31	PAC.001.001.2072
23.	25/09/2013	Werribee Plaza - Design Meeting No.32	PAC.001.001.2024
24.	2/10/2013	Werribee Plaza - Design Meeting No.33	PAC.001.001.2007
25.	9/10/2013	Werribee Plaza - Design Meeting No.34	PAC.001.001.1981
26.	16/10/2013	Werribee Plaza - Design Meeting No.35	PAC.001.001.1953
27.	16/10/2013	Werribee Plaza - Design Meeting No.36	PAC.001.001.1912
28.	30/10/2013	Werribee Plaza - Design Meeting No.37	PAC.001.001.1892
29.	13/11/2013	Werribee Plaza - Design Meeting No.38	PAC.001.001.1778

#	Meeting date	Meeting Number	Document ID
A	B	C	D
30.	27/11/2013	Werribee Plaza - Design Meeting No.39	PAC.001.001.1656
31.	11/12/2013	Werribee Plaza - Design Meeting No.40	PAC.001.001.1550
32.	15/01/2014	Werribee Plaza - Design Meeting No.41	PAC.001.001.1442
33.	22/01/2014	Werribee Plaza - Design Meeting No.42	PAC.001.001.1427
34.	29/01/2014	Werribee Plaza - Design Meeting No.43	PAC.001.001.1407
35.	5/02/2014	Werribee Plaza - Design Meeting No.44	PAC.001.001.1391
36.	12/02/2014	Werribee Plaza - Design Meeting No.45	PAC.003.002.2098
37.	19/02/2014	Werribee Plaza - Design Meeting No.46	PAC.003.002.6826
38.	26/02/2014	Werribee Plaza - Design Meeting No.47	QPW.500.002.6513
39.	5/03/2014	Werribee Plaza - Design Meeting No.48	QPW.500.002.6553
40.	12/03/2014	Werribee Plaza - Design Meeting No.49	QPW.500.002.6618
41.	19/03/2014	Werribee Plaza - Design Meeting No.50	QPW.500.002.6762
42.	26/03/2014	Werribee Plaza - Design Meeting No.51	QPW.500.004.8010

Schedule 6 – Calibre attendance at Consultant Coordination Meetings and Design Meetings

Consultant coordination meetings were held on the dates listed in **Column B**. The minutes of those meetings are located in **Column C**. The attendance of Tony Cesarello as a representative of Calibre (then, Brown) is detailed at **Column E**.

#	Date	Document ID	Meeting number	Tony Cesarello's attendance
A	B	C	D	E
Consultant Coordination Meetings				
1.	14 April 2010	PAC.003.005.5588	Consultant Coordinating Meeting No.1	N/A
2.	21 April 2010	PAC.003.005.5591	Consultant Coordinating Meeting No.2	N/A
3.	28 April 2010	PAC.003.005.5593	Consultant Coordinating Meeting No.3	N/A
4.	5 May 2010	PAC.003.005.5856	Consultant Coordinating Meeting No.4	N/A
5.	12 May 2010	PAC.003.005.5858	Consultant Coordinating Meeting No.5	Tony Cesarello in attendance
6.	19 May 2010	PAC.003.005.5860	Consultant Coordinating Meeting No.6	Tony Cesarello in attendance
7.	19 May 2010	PAC.003.005.5863	Consultant Coordinating Meeting No.7	Tony Cesarello in attendance
8.	2 June 2010	PAC.003.005.5865	Consultant Coordinating Meeting No.8	Tony Cesarello in attendance
9.	7 July 2010	PAC.003.006.8187	Consultant Coordinating Meeting No.9	Tony Cesarello an apology
10.	14 July 2010	PAC.003.005.6130	Consultant Coordinating Meeting No.10	Tony Cesarello in attendance
11.	21 July 2010	PAC.003.005.6132	Consultant Coordinating Meeting No.11	Tony Cesarello in attendance
12.	28 July 2010	PAC.003.005.6135	Consultant Coordinating Meeting No.12	Tony Cesarello in attendance
13.	4 August 2010	PAC.003.005.6137	Consultant Coordinating Meeting No.13	Tony Cesarello in attendance

#	Date	Document ID	Meeting number	Tony Cesarello's attendance
A	B	C	D	E
14.	11 August 2010	PAC.003.005.6139	Consultant Coordinating Meeting No.14	Tony Cesarello in attendance
15.	25 August 2010	PAC.003.006.8184	Consultant Coordinating Meeting No.16	Tony Cesarello in attendance
16.	1 September 2010	PAC.003.005.6433	Consultant Coordinating Meeting No.17	Tony Cesarello in attendance
17.	8 September 2010	PAC.003.005.6442	Consultant Coordinating Meeting No.18	Tony Cesarello in attendance
18.	15 September 2010	PAC.003.005.6453	Consultant Coordinating Meeting No.19	Tony Cesarello in attendance
19.	22 September 2010	PAC.003.005.6465	Consultant Coordinating Meeting No.20	Tony Cesarello in attendance
20.	29 September 2010	PAC.003.005.6476	Consultant Coordinating Meeting No.21	Tony Cesarello in attendance
21.	6 October 2010	PAC.003.005.6486	Consultant Coordinating Meeting No.22	Tony Cesarello in attendance
22.	13 October 2010	PAC.003.005.6496	Consultant Coordinating Meeting No.23	Tony Cesarello in attendance
23.	20 October 2010	PAC.003.005.6506	Consultant Coordinating Meeting No.24	Tony Cesarello in attendance
24.	27 October 2010	PAC.003.005.6516	Consultant Coordinating Meeting No.25	Tony Cesarello in attendance
25.	10 November 2010	PAC.003.005.6526	Consultant Coordinating Meeting No.26	Tony Cesarello in attendance
26.	17 November 2010	PAC.003.005.6536	Consultant Coordinating Meeting No.27	Tony Cesarello in attendance
27.	24 November 2010	PAC.003.005.6546	Consultant Coordinating Meeting No.28	Tony Cesarello in attendance
28.	1 November 2010	PAC.003.005.6556	Consultant Coordinating Meeting No.29	Tony Cesarello in attendance
29.	8 November 2010	PAC.003.005.6566	Consultant Coordinating Meeting No.30	Tony Cesarello in attendance
30.	15 November 2010	PAC.003.004.1814	Consultant Coordinating Meeting No.31	Tony Cesarello in attendance

#	Date	Document ID	Meeting number	Tony Cesarello's attendance
A	B	C	D	E
31.	12 November 2010	PAC.003.005.6586	Consultant Coordinating Meeting No.32	Tony Cesarello in attendance
32.	19 January 2011	PAC.003.005.6596	Consultant Coordinating Meeting No.33	Tony Cesarello in attendance
33.	28 January 2011	PAC.003.005.6606	Consultant Coordinating Meeting No.34	Tony Cesarello in attendance
34.	2 February 2011	PAC.003.005.6616	Consultant Coordinating Meeting No.35	Tony Cesarello in attendance
35.	9 February 2011	PAC.003.005.6626	Consultant Coordinating Meeting No.36	Tony Cesarello in attendance
36.	16 February 2011	PAC.003.005.6635	Consultant Coordinating Meeting No.37	Tony Cesarello in attendance
37.	23 February 2011	PAC.003.005.6644	Consultant Coordinating Meeting No.38	Tony Cesarello in attendance
38.	2 March 2011	PAC.003.005.6654	Consultant Coordinating Meeting No.39	Tony Cesarello in attendance
39.	9 March 2011	PAC.003.005.6664	Consultant Coordinating Meeting No.40	Tony Cesarello in attendance
40.	15 March 2011	PAC.003.005.6673	Consultant Coordinating Meeting No.41	Tony Cesarello in attendance
41.	23 March 2011	PAC.003.005.6681	Consultant Coordinating Meeting No.42	Tony Cesarello in attendance
42.	30 March 2011	PAC.003.005.6690	Consultant Coordinating Meeting No.43	Tony Cesarello in attendance
43.	6 April 2011	PAC.003.005.6700	Consultant Coordinating Meeting No.44	Tony Cesarello in attendance
44.	13 April 2011	PAC.003.005.6710	Consultant Coordinating Meeting No.45	Tony Cesarello in attendance
45.	20 April 2011	PAC.003.005.6720	Consultant Coordinating Meeting No.46	Tony Cesarello in attendance
Design Meeting Minutes				
1.	27/02/2013	PAC.001.004.3506	Werribee Plaza - Design Meeting No.03	Tony Cesarello in attendance

#	Date	Document ID	Meeting number	Tony Cesarello's attendance
A	B	C	D	E
2.	13/03/2013	PAC.001.002.4652	Werribee Plaza - Design Meeting No.05	Tony Cesarello in attendance
3.	8/05/2013	PAC.001.001.4013	Werribee Plaza - Design Meeting No.12	Tony Cesarello in attendance
4.	15/05/2013	PAC.001.001.4003	Werribee Plaza - Design Meeting No.13	Tony Cesarello in attendance
5.	22/05/2013	PAC.001.001.3994	Werribee Plaza - Design Meeting No.14	Tony Cesarello in attendance
6.	29/05/2013	PAC.001.001.3986	Werribee Plaza - Design Meeting No.15	Tony Cesarello in attendance
7.	5/06/2013	PAC.001.001.3971	Werribee Plaza - Design Meeting No.16	Tony Cesarello in attendance
8.	12/06/2013	PAC.001.001.3935	Werribee Plaza - Design Meeting No.17	Tony Cesarello in attendance
9.	19/06/2013	PAC.001.001.3865	Werribee Plaza - Design Meeting No.18	Tony Cesarello in attendance
10.	26/06/2013	PAC.001.001.3815	Werribee Plaza - Design Meeting No.19	Tony Cesarello in attendance
11.	3/07/2013	PAC.001.001.3674	Werribee Plaza - Design Meeting No.20	Tony Cesarello in attendance
12.	10/07/2013	PAC.001.001.3661	Werribee Plaza - Design Meeting No.21	Tony Cesarello in attendance
13.	10/07/2013	PAC.001.001.3647	Werribee Plaza - Design Meeting No.22	Tony Cesarello in attendance
14.	24/07/2013	PAC.001.001.3631	Werribee Plaza - Design Meeting No.23	Tony Cesarello in attendance
15.	31/07/2013	PAC.001.001.3324	Werribee Plaza - Design Meeting No.24	Tony Cesarello in attendance
16.	7/08/2013	PAC.001.001.3272	Werribee Plaza - Design Meeting No.25	Tony Cesarello in attendance
17.	14/08/2013	PAC.001.001.2579	Werribee Plaza - Design Meeting No.26	Tony Cesarello in attendance
18.	21/08/2013	PAC.001.001.2247	Werribee Plaza - Design Meeting No.27	Tony Cesarello in attendance

#	Date	Document ID	Meeting number	Tony Cesarello's attendance
A	B	C	D	E
19.	28/08/2013	PAC.001.001.2230	Werribee Plaza - Design Meeting No.28	Tony Cesarello in attendance
20.	4/09/2013	PAC.001.001.2219	Werribee Plaza - Design Meeting No.29	Tony Cesarello in attendance
21.	11/09/2013	PAC.001.001.2205	Werribee Plaza - Design Meeting No.30	Tony Cesarello in attendance
22.	18/09/2013	PAC.001.001.2072	Werribee Plaza - Design Meeting No.31	Tony Cesarello in attendance
23.	25/09/2013	PAC.001.001.2024	Werribee Plaza - Design Meeting No.32	Tony Cesarello in attendance
24.	2/10/2013	PAC.001.001.2007	Werribee Plaza - Design Meeting No.33	Tony Cesarello an apology
25.	9/10/2013	PAC.001.001.1981	Werribee Plaza - Design Meeting No.34	Tony Cesarello in attendance
26.	16/10/2013	PAC.001.001.1953	Werribee Plaza - Design Meeting No.35	Tony Cesarello in attendance
27.	16/10/2013	PAC.001.001.1912	Werribee Plaza - Design Meeting No.36	Tony Cesarello in attendance
28.	30/10/2013	PAC.001.001.1892	Werribee Plaza - Design Meeting No.37	Tony Cesarello in attendance
29.	13/11/2013	PAC.001.001.1778	Werribee Plaza - Design Meeting No.38	Tony Cesarello in attendance
30.	27/11/2013	PAC.001.001.1656	Werribee Plaza - Design Meeting No.39	Tony Cesarello in attendance
31.	11/12/2013	PAC.001.001.1550	Werribee Plaza - Design Meeting No.40	Tony Cesarello in attendance
32.	15/01/2014	PAC.001.001.1442	Werribee Plaza - Design Meeting No.41	Tony Cesarello in attendance
33.	22/01/2014	PAC.001.001.1427	Werribee Plaza - Design Meeting No.42	Tony Cesarello in attendance
34.	29/01/2014	PAC.001.001.1407	Werribee Plaza - Design Meeting No.43	Tony Cesarello in attendance
35.	5/02/2014	PAC.001.001.1391	Werribee Plaza - Design Meeting No.44	Tony Cesarello in attendance

#	Date	Document ID	Meeting number	Tony Cesarello's attendance
A	B	C	D	E
36.	12/02/2014	PAC.003.002.2098	Werribee Plaza - Design Meeting No.45	Tony Cesarello in attendance
37.	19/02/2014	PAC.003.002.6826	Werribee Plaza - Design Meeting No.46	Tony Cesarello in attendance
38.	26/02/2014	QPW.500.002.6513	Werribee Plaza - Design Meeting No.47	Tony Cesarello in attendance
39.	5/03/2014	QPW.500.002.6553	Werribee Plaza - Design Meeting No.48	Tony Cesarello in attendance
40.	12/03/2014	QPW.500.002.6618	Werribee Plaza - Design Meeting No.49	Tony Cesarello in attendance
41.	19/03/2014	QPW.500.002.6762	Werribee Plaza - Design Meeting No.50	Tony Cesarello in attendance
42.	26/03/2014	QPW.500.004.8010	Werribee Plaza - Design Meeting No.51	Tony Cesarello in attendance

Schedule 7 – Slatter attendance at Consultant Coordination Meetings and Design Meetings

Consultant coordination meetings were held on the dates listed in **Column B**. The minutes of those meetings are located in **Column C**. The attendance of Darren Slatter as a representative of Gardner is detailed at **Column E**.

#	Date	Document ID	Meeting number	Darren Slatter's attendance
A	B	C	D	E
Consultant Coordination Meetings				
1.	14 April 2010	PAC.003.005.5588	Consultant Coordinating Meeting No.1	N/A
2.	21 April 2010	PAC.003.005.5591	Consultant Coordinating Meeting No.2	N/A
3.	28 April 2010	PAC.003.005.5593	Consultant Coordinating Meeting No.3	N/A
4.	5 May 2010	PAC.003.005.5856	Consultant Coordinating Meeting No.4	N/A
5.	12 May 2010	PAC.003.005.5858	Consultant Coordinating Meeting No.5	N/A
6.	19 May 2010	PAC.003.005.5860	Consultant Coordinating Meeting No.6	N/A
7.	19 May 2010	PAC.003.005.5863	Consultant Coordinating Meeting No.7	N/A
8.	2 June 2010	PAC.003.005.5865	Consultant Coordinating Meeting No.8	N/A
9.	7 July 2010	PAC.003.006.8187	Consultant Coordinating Meeting No.9	N/A
10.	14 July 2010	PAC.003.005.6130	Consultant Coordinating Meeting No.10	N/A
11.	21 July 2010	PAC.003.005.6132	Consultant Coordinating Meeting No.11	N/A
12.	28 July 2010	PAC.003.005.6135	Consultant Coordinating Meeting No.12	N/A
13.	4 August 2010	PAC.003.005.6137	Consultant Coordinating Meeting No.13	N/A

#	Date	Document ID	Meeting number	Darren Slatter's attendance
A	B	C	D	E
14.	11 August 2010	PAC.003.005.6139	Consultant Coordinating Meeting No.14	N/A
15.	25 August 2010	PAC.003.006.8184	Consultant Coordinating Meeting No.16	N/A
16.	1 September 2010	PAC.003.005.6433	Consultant Coordinating Meeting No.17	N/A
17.	8 September 2010	PAC.003.005.6442	Consultant Coordinating Meeting No.18	Darren Slatter in attendance
18.	15 September 2010	PAC.003.005.6453	Consultant Coordinating Meeting No.19	Darren Slatter in attendance
19.	22 September 2010	PAC.003.005.6465	Consultant Coordinating Meeting No.20	Darren Slatter in attendance
20.	29 September 2010	PAC.003.005.6476	Consultant Coordinating Meeting No.21	Darren Slatter an apology
21.	6 October 2010	PAC.003.005.6486	Consultant Coordinating Meeting No.22	Darren Slatter in attendance
22.	13 October 2010	PAC.003.005.6496	Consultant Coordinating Meeting No.23	Darren Slatter an apology
23.	20 October 2010	PAC.003.005.6506	Consultant Coordinating Meeting No.24	Darren Slatter an apology
24.	27 October 2010	PAC.003.005.6516	Consultant Coordinating Meeting No.25	Darren Slatter in attendance
25.	10 November 2010	PAC.003.005.6526	Consultant Coordinating Meeting No.26	Darren Slatter in attendance
26.	17 November 2010	PAC.003.005.6536	Consultant Coordinating Meeting No.27	Darren Slatter in attendance
27.	24 November 2010	PAC.003.005.6546	Consultant Coordinating Meeting No.28	Darren Slatter an apology
28.	1 November 2010	PAC.003.005.6556	Consultant Coordinating Meeting No.29	Darren Slatter an apology
29.	8 November 2010	PAC.003.005.6566	Consultant Coordinating Meeting No.30	Darren Slatter an apology
30.	15 November 2010	PAC.003.004.1814	Consultant Coordinating Meeting No.31	Darren Slatter in attendance

#	Date	Document ID	Meeting number	Darren Slatter's attendance
A	B	C	D	E
31.	12 November 2010	PAC.003.005.6586	Consultant Coordinating Meeting No.32	Darren Slatter an apology
32.	19 January 2011	PAC.003.005.6596	Consultant Coordinating Meeting No.33	Darren Slatter an apology
33.	28 January 2011	PAC.003.005.6606	Consultant Coordinating Meeting No.34	Darren Slatter in attendance
34.	2 February 2011	PAC.003.005.6616	Consultant Coordinating Meeting No.35	Darren Slatter in attendance
35.	9 February 2011	PAC.003.005.6626	Consultant Coordinating Meeting No.36	Darren Slatter an apology
36.	16 February 2011	PAC.003.005.6635	Consultant Coordinating Meeting No.37	Darren Slatter an apology
37.	23 February 2011	PAC.003.005.6644	Consultant Coordinating Meeting No.38	Darren Slatter an apology
38.	2 March 2011	PAC.003.005.6654	Consultant Coordinating Meeting No.39	Darren Slatter an apology
39.	9 March 2011	PAC.003.005.6664	Consultant Coordinating Meeting No.40	Darren Slatter an apology
40.	15 March 2011	PAC.003.005.6673	Consultant Coordinating Meeting No.41	Darren Slatter an apology
41.	23 March 2011	PAC.003.005.6681	Consultant Coordinating Meeting No.42	Darren Slatter an apology
42.	30 March 2011	PAC.003.005.6690	Consultant Coordinating Meeting No.43	Darren Slatter an apology
43.	6 April 2011	PAC.003.005.6700	Consultant Coordinating Meeting No.44	Darren Slatter an apology
44.	13 April 2011	PAC.003.005.6710	Consultant Coordinating Meeting No.45	N/A
45.	20 April 2011	PAC.003.005.6720	Consultant Coordinating Meeting No.46	Darren Slatter an apology
Design Meeting Minutes				
1.	27/02/2013	PAC.001.004.3506	Werribee Plaza - Design Meeting No.03	Darren Slatter an apology

CEM-1

#	Date	Document ID	Meeting number	Darren Slatter's attendance
A	B	C	D	E
2.	13/03/2013	PAC.001.002.4652	Werribee Plaza - Design Meeting No.05	Darren Slatter an apology
3.	8/05/2013	PAC.001.001.4013	Werribee Plaza - Design Meeting No.12	Darren Slatter an apology
4.	15/05/2013	PAC.001.001.4003	Werribee Plaza - Design Meeting No.13	Darren Slatter an apology
5.	22/05/2013	PAC.001.001.3994	Werribee Plaza - Design Meeting No.14	Darren Slatter in attendance
6.	29/05/2013	PAC.001.001.3986	Werribee Plaza - Design Meeting No.15	Darren Slatter an apology
7.	5/06/2013	PAC.001.001.3971	Werribee Plaza - Design Meeting No.16	Darren Slatter in attendance
8.	12/06/2013	PAC.001.001.3935	Werribee Plaza - Design Meeting No.17	Darren Slatter an apology
9.	19/06/2013	PAC.001.001.3865	Werribee Plaza - Design Meeting No.18	Darren Slatter an apology
10.	26/06/2013	PAC.001.001.3815	Werribee Plaza - Design Meeting No.19	Darren Slatter an apology
11.	3/07/2013	PAC.001.001.3674	Werribee Plaza - Design Meeting No.20	Darren Slatter an apology
12.	10/07/2013	PAC.001.001.3661	Werribee Plaza - Design Meeting No.21	Darren Slatter an apology
13.	10/07/2013	PAC.001.001.3647	Werribee Plaza - Design Meeting No.22	Darren Slatter an apology
14.	24/07/2013	PAC.001.001.3631	Werribee Plaza - Design Meeting No.23	Darren Slatter in attendance
15.	31/07/2013	PAC.001.001.3324	Werribee Plaza - Design Meeting No.24	Darren Slatter in attendance
16.	7/08/2013	PAC.001.001.3272	Werribee Plaza - Design Meeting No.25	Darren Slatter an apology
17.	14/08/2013	PAC.001.001.2579	Werribee Plaza - Design Meeting No.26	Darren Slatter in attendance
18.	21/08/2013	PAC.001.001.2247	Werribee Plaza - Design Meeting No.27	Darren Slatter an apology

#	Date	Document ID	Meeting number	Darren Slatter's attendance
A	B	C	D	E
19.	28/08/2013	PAC.001.001.2230	Werribee Plaza - Design Meeting No.28	Darren Slatter in attendance
20.	4/09/2013	PAC.001.001.2219	Werribee Plaza - Design Meeting No.29	Darren Slatter an apology
21.	11/09/2013	PAC.001.001.2205	Werribee Plaza - Design Meeting No.30	Darren Slatter in attendance
22.	18/09/2013	PAC.001.001.2072	Werribee Plaza - Design Meeting No.31	Darren Slatter an apology
23.	25/09/2013	PAC.001.001.2024	Werribee Plaza - Design Meeting No.32	Darren Slatter an apology
24.	2/10/2013	PAC.001.001.2007	Werribee Plaza - Design Meeting No.33	Darren Slatter an apology
25.	9/10/2013	PAC.001.001.1981	Werribee Plaza - Design Meeting No.34	Darren Slatter in attendance
26.	16/10/2013	PAC.001.001.1953	Werribee Plaza - Design Meeting No.35	Darren Slatter an apology
27.	16/10/2013	PAC.001.001.1912	Werribee Plaza - Design Meeting No.36	Darren Slatter in attendance
28.	30/10/2013	PAC.001.001.1892	Werribee Plaza - Design Meeting No.37	Darren Slatter an apology
29.	13/11/2013	PAC.001.001.1778	Werribee Plaza - Design Meeting No.38	Darren Slatter an apology
30.	27/11/2013	PAC.001.001.1656	Werribee Plaza - Design Meeting No.39	Darren Slatter an apology
31.	11/12/2013	PAC.001.001.1550	Werribee Plaza - Design Meeting No.40	Darren Slatter an apology
32.	15/01/2014	PAC.001.001.1442	Werribee Plaza - Design Meeting No.41	Darren Slatter an apology
33.	22/01/2014	PAC.001.001.1427	Werribee Plaza - Design Meeting No.42	Darren Slatter an apology
34.	29/01/2014	PAC.001.001.1407	Werribee Plaza - Design Meeting No.43	Darren Slatter in attendance
35.	5/02/2014	PAC.001.001.1391	Werribee Plaza - Design Meeting No.44	Darren Slatter in attendance

#	Date	Document ID	Meeting number	Darren Slatter's attendance
A	B	C	D	E
36.	12/02/2014	PAC.003.002.2098	Werribee Plaza - Design Meeting No.45	Darren Slatter in attendance
37.	19/02/2014	PAC.003.002.6826	Werribee Plaza - Design Meeting No.46	Darren Slatter an apology
38.	26/02/2014	QPW.500.002.6513	Werribee Plaza - Design Meeting No.47	Darren Slatter an apology
39.	5/03/2014	QPW.500.002.6553	Werribee Plaza - Design Meeting No.48	Darren Slatter in attendance
40.	12/03/2014	QPW.500.002.6618	Werribee Plaza - Design Meeting No.49	Darren Slatter an apology
41.	19/03/2014	QPW.500.002.6762	Werribee Plaza - Design Meeting No.50	Darren Slatter in attendance
42.	26/03/2014	QPW.500.004.8010	Werribee Plaza - Design Meeting No.51	Darren Slatter in attendance

Schedule 8 – Structural Documentation Table

1. For each of the drawings identified in Column B:

- the Revision No. and the date of the design comprising the Preliminary Design as included in Annexure M to the D&C Contract is that in Columns E to F respectively;
- the Revision No., status and date of the structural design as at the date of novation of the Calibre Consultant Agreement pursuant to the Calibre Novation Deed is that in Columns H to J respectively;
- the Revision No. and date of the final design of the Stage 7 Buildings is that in Columns L to M respectively.

#	Drawing		Preliminary Design (D&C Contract, Annexure M)					As at Novation				Final Version			
	Number	Title	Document ID	Revision No.	Date		Document ID	Revision No.	Status	Date	Document ID	Revision No.	Date		
A	B	C	D	E	F		G	H	I	J	K	L	M		
1.	M120038-S001	Drawing Index and Zone Key Plan	PAC.003.001.3126	G	7/11/2013		CAL.501.001.4009	Ø	For Construction	21 February 2014	CAL.502.001.0396	6	13 December 2015		
2.	M120038-S002	General Notes	PAC.003.002.0672	C	8/02/2013		CAL.501.001.4010	Ø	For Construction	21 February 2014	CAL.501.001.4010	Ø	8 February 2013		
3.	M120038-S003	Typical Footing Details	PAC.003.001.3131	E	7/10/2013		CAL.501.001.4011	Ø	For Construction	21 February 2014	CAL.501.001.4011	Ø	21 February 2014		
4.	M120038-S004	Typical Band Beam Detail	PAC.003.001.3141	C	7/10/2013		CAL.501.001.4012	Ø	For Construction	21 February 2014	CAL.501.001.4012	Ø	21 February 2014		
5.	M120038-S005	Typical Post Tensioning Details	PAC.003.002.0688	B	8/02/2013		CAL.501.001.4013	Ø	For Construction	21 February 2014	CAL.501.001.4013	Ø	21 February 2014		
6.	M120038-S006	Typical Lift / Travelator Pit and Stair Detail	PAC.003.001.3136	C	7/10/2013		CAL.501.001.4014	Ø	For Construction	21 February 2014	CAL.501.001.4014	Ø	21 February 2014		
7.	M120038-S007	Typical Steel Details Sheet 1	PAC.003.001.3157	C	7/10/2013		CAL.501.001.4015	Ø	For Construction	21 February 2012	CAL.501.001.4015	Ø	21 February 2014		
8.	M120038-S008	Typical Steel Details Sheet 2	PAC.003.001.3162	C	7/10/2013		CAL.501.001.4016	Ø	For Construction	21 February 2014	CAL.501.001.4016	Ø	21 February 2014		
9.	M120038-S009	Typical Masonry Detail	PAC.003.001.3167	C	7/10/2013		CAL.501.001.4017	Ø	For Construction	21 February 2014	CAL.501.001.4016	Ø	21 February 2014		

#	Drawing		Preliminary Design (D&C Contract, Annexure M)				As at Novation				Final Version			
	Number	Title	Document ID	Revision No.	Date		Document ID	Revision No.	Status	Date	Document ID	Revision No.	Date	
A	B	C	D	E	F		G	H	I	J	K	L	M	
10.	M120038-S010	Typical Precast Panel Details	PAC.003.001.5439	D	5/06/2013		CAL.501.001.4018	Ø	For Construction	21 February 2014	CAL.501.002.1613	2	28 April 2014	
11.	M120038-S050	Footing Schedule	PAC.003.001.3172	E	7/10/2013		CAL.501.001.4019	Ø	For Construction	21 February 2014	CAL.502.001.0283	10	18 September 2015	
12.	M120038-S051	Member Schedule	PAC.003.001.3177	H	7/10/2013		CAL.501.001.4020	Ø	For Construction	21 February 2014	CAL.502.001.0397	25	15 December 2015	
13.	M120038-S060	Footing Detail	PAC.003.001.3186	E	7/10/2013		CAL.501.001.4021	Ø	For Construction	21 February 2014	CAL.502.001.0398	5	28 August 2015	
14.	M120038-S061	Retaining Wall Detail	PAC.003.001.3191	D	7/10/2013		CAL.501.001.4022	Ø	For Construction	21 February 2014	CAL.502.001.0399	2	8 September 2014	
15.	M120038-S062	Panel Detail	PAC.003.001.5499	C	5/06/2013		CAL.501.001.4023	Ø	For Construction	21 February 2014	CAL.501.002.2744	4	20 May 2014	
16.	M120038-S063	Steel Details – Sheet 1	PAC.003.001.3196	H	7/10/2013		CAL.501.001.4024	Ø	For Construction	21 February 2014	CAL.502.001.0400	1	29 August 2014	
17.	M120038-S101	Lower Ground Floor and Footing Plan – Zone 2	PAC.003.001.3202	D	7/10/2013		CAL.501.001.4025	Ø	For Construction	21 February 2014	CAL.502.001.0401	1	15 July 2014	
18.	M120038-S102	Lower Ground Floor and Footing Plan – Zone 3	PAC.003.001.3217	E	7/10/2013		CAL.501.001.4026	Ø	For Construction	21 February 2014	CAL.502.001.0402	3	15 August 2014	
19.	M120038-S103	Lower Ground Floor and Footing Plan – Zone 4	QPW.503.003.5585	D	7/10/2013		CAL.501.001.4027	Ø	For Construction	25 February 2014	CAL.502.001.0403	2	28 August 2015	
20.	M120038-S104	Lower Ground Floor and Footing Plan – Zone 5	QPW.503.003.5586	D	7/10/2013		CAL.501.001.4028	Ø	For Construction	25 February 2014	CAL.502.001.0404	4	28 August 2015	

#	Drawing		Preliminary Design (D&C Contract, Annexure M)					As at Novation				Final Version			
	Number	Title	Document ID	Revision No.	Date		Document ID	Revision No.	Status	Date	Document ID	Revision No.	Date		
A	B	C	D	E	F		G	H	I	J	K	L	M		
21.	M120038-S105	Lower Ground Floor and Footing Plan – Zone 6	QPW.503.003.5587	C	7/10/2013		CAL.501.001.4029	Ø	For Construction	25 February 2014	CAL.502.001.0405	4	24 September 2015		
22.	M120038-S106	Lower Ground Floor and Footing Plan – Zone 7	PAC.003.001.3236	C	7/10/2013		CAL.501.001.4030	Ø	For Construction	21 February 2014	CAL.502.001.0406	3	28 October 2014		
23.	M120038-S107	Lower Ground Floor and Footing Plan – Zone 8	PAC.003.001.3241	C	7/10/2013		CAL.501.001.4031	Ø	For Construction	21 February 2014	CAL.502.001.0407	1	29 July 2014		
24.	M120038-S108	Lower Ground Floor and Footing Plan – Zone 9	PAC.003.001.3246	D	7/10/2013		CAL.501.001.4032	Ø	For Construction	21 February 2014	CAL.502.001.0408	2	29 July 2014		
25.	M120038-S109	Lower Ground Floor and Footing Plan – Zone 10	QPW.503.003.5591	C	7/10/2013		CAL.501.001.4033	Ø	For Construction	25 February 2014	CAL.502.001.0409	4	28 August 2015		
26.	M120038-S110	Lower Ground Floor and Footing Plan – Zone 11	QPW.503.003.5592	C	7/10/2013		CAL.501.001.4034	Ø	For Construction	25 February 2014	CAL.502.001.0410	4	28 August 2015		
27.	M120038-S111	Lower Ground Floor and Footing Plan – Zone 12	PAC.003.001.3262	D	7/10/2013		CAL.501.001.4035	Ø	For Construction	21 February 2014	CAL.501.001.4035	Ø	21 February 2014		
28.	M120038-S112	Lower Ground Floor and Footing Plan – Zone 13	PAC.003.001.3282	D	7/10/2013		CAL.501.001.4036	Ø	For Construction	21 February 2014	CAL.501.001.4036	Ø	21 February 2014		
29.	M120038-S113	Lower Ground Floor and Footing Plan – Zone 14	PAC.003.001.3288	D	7/10/2013		CAL.501.001.4037	Ø	For Construction	21 February 2014	CAL.502.001.0411	2	9 October 2014		

#	Drawing		Preliminary Design (D&C Contract, Annexure M)				As at Novation				Final Version			
	Number	Title	Document ID	Revision No.	Date		Document ID	Revision No.	Status	Date	Document ID	Revision No.	Date	
A	B	C	D	E	F		G	H	I	J	K	L	M	
30.	M120038-S115	Lower Ground Floor and Footing Plan – Zone 25	PAC.003.001.3293	C	7/10/2013		CAL.501.001.4038	Ø	For Construction	21 February 2014	CAL.501.001.4038	Ø	21 February 2014	
31.	M120038-S130	Carpark Lower Ground Floor Footing Details – Sheet 1	PAC.003.001.3299	B	7/10/2013		CAL.501.001.4039	Ø	For Construction	21 February 2014	CAL.501.002.1619	1	28 April 2014	
32.	M120038-S131	Carpark Lower Ground Floor Footing Details – Sheet 2	PAC.003.001.3305	B	7/10/2013		CAL.501.001.4040	Ø	For Construction	21 February 2014	CAL.501.002.1620	1	28 April 2014	
33.	M120038-S132	Carpark Lower Ground Floor Footing Details – Sheet 2	QPW.503.003.5596	B	7/10/2013		CAL.501.001.4041	Ø	For Construction	25 February 2014	CAL.502.001.0412	4	28 August 2015	
34.	M120038-S133	Carpark Lower Ground Floor Footing Details – Sheet 4	QPW.503.003.5597	B	7/10/2013		CAL.501.001.4042	Ø	For Construction	25 February 2014	CAL.502.001.0413	7	28 August 2015	
35.	M120038-S135	Department Store/Myer Lower Ground Floor Footing Details – Sheet 1	QPW.503.003.5598	B	7/10/2013		CAL.501.001.4043	Ø	For Construction	25 February 2014	CAL.501.001.4043	Ø	25 February 2014	
36.	M120038-S137	Tavern/Hotel Lower Ground Floor Footing Details - Sheet 1	PAC.003.001.3352	B	7/10/2013		CAL.501.001.4044	Ø	For Construction	21 February 2014	CAL.501.001.4044	Ø	21 February 2014	
37.	M120038-S150	Ground Floor and Post Tension Plan Zone 1	PAC.003.001.3357	D	7/10/2013		CAL.501.001.4045	Ø	For Construction	21 February 2014	CAL.502.001.0414	2	1 July 2014	
38.	M120038-S151	Ground Floor and Post Tension Plan Zone 2	PAC.003.001.3369	E	7/10/2013		CAL.501.001.4046	Ø	For Construction	21 February 2014	CAL.502.001.0415	7	29 August 2014	
39.	M120038-S152	Ground Floor and Post Tension Plan Zone 3	PAC.003.001.5708	E	5/06/2013		CAL.501.001.4047	Ø	For Construction	21 February 2014	CAL.502.001.0416	19	19 August 2015	

#	Drawing		Preliminary Design (D&C Contract, Annexure M)						As at Novation				Final Version			
	Number	Title	Document ID	Revision No.	Date	Document ID	Revision No.	Status	Date	Document ID	Revision No.	Date				
A	B	C	D	E	F	G	H	I	J	K	L	M				
40.	M120038-S153	Ground Floor and Post Tension Plan Zone 4	QPW.503.003.5602	D	7/10/2013	CAL.501.001.4048	Ø	For Construction	25 February 2014	CAL.502.001.0284	9	19 August 2015				
41.	M120038-S154	Ground Floor and Post Tension Plan Zone 5	QPW.503.003.5603	C	7/10/2013	CAL.501.001.4049	Ø	For Construction	25 February 2014	CAL.502.001.0417	11	28 August 2015				
42.	M120038-S155	Ground Floor and Post Tension Plan Zone 6	QPW.503.003.5604	C	5/05/2013	CAL.501.001.4050	Ø	For Construction	25 February 2014	CAL.502.001.0418	2	28 August 2015				
43.	M120038-S156	Ground Floor and Post Tension Plan Zone 7	PAC.003.001.3402	C	7/10/2013	CAL.501.001.4051	Ø	For Construction	21 February 2014	CAL.502.001.0419	3	12 January 2015				
44.	M120038-S157	Ground Floor and Post Tension Plan Zone 8	PAC.003.001.3409	C	7/10/2013	CAL.501.001.4052	Ø	For Construction	21 February 2014	CAL.502.001.0420	2	28 October 2014				
45.	M120038-S158	Ground Floor and Post Tension Plan Zone 9	PAC.003.001.5837	C	5/06/2013	CAL.501.001.4053	Ø	For Construction	21 February 2014	CAL.502.001.0421	3	14 August 2014				
46.	M120038-S159	Ground Floor and Post Tension Plan Zone 10	PAC.003.001.3448	C	7/10/2013	CAL.501.001.4054	Ø	For Construction	21 February 2014	CAL.502.001.0285	7	18 September 2015				
47.	M120038-S160	Ground Floor and Post Tension Plan Zone 11	QPW.503.003.5609	C	7/10/2013	CAL.501.001.4055	Ø	For Construction	25 February 2014	CAL.502.001.0422	5	28 August 2015				
48.	M120038-S161	Ground Floor and Post Tension Plan Zone 12	PAC.003.001.5841	C	5/06/2013	CAL.501.001.4056	Ø	For Construction	21 February 2014	CAL.502.001.0423	2	9 September 2014				
49.	M120038-S162	Ground Floor and Post Tension Plan Zone 13	PAC.003.001.5898	C	5/06/2013	CAL.501.001.4057	Ø	For Construction	21 February 2014	CAL.502.001.0424	3	2 September 2014				
50.	M120038-S163	Ground Floor and Post Tension Plan Zone 14	PAC.003.001.3502	D	7/10/2013	CAL.501.001.4058	Ø	For Construction	21 February 2014	CAL.502.001.0425	4	9 October 2014				
51.	M120038-S164	Ground Floor and Post Tension Plan Zone 15	PAC.003.001.3540	D	7/11/2013	CAL.501.001.4059	Ø	For Construction	21 February 2014	CAL.502.001.0426	4	2 September 2014				
52.	M120038-S165	Ground Floor and Post Tension Plan Zone 16	QPW.503.003.5614	B	8/02/2013	CAL.501.001.4060	Ø	For Construction	25 February 2014	CAL.502.001.0427	1	3 July 2015				

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53.	M120038-S166	Ground Floor and Post Tension Plan Zone 25	PAC.003.001.5871	B	5/06/2013		CAL.501.001.4061	Ø	For Construction	21 February 2014	CAL.502.001.0428	2	13 October 2014			
54.	M120038-S200	Ground Floor and Reinforcement Plan Zone 1	PAC.003.002.0818	B	8/02/2013		CAL.501.001.4062	Ø	For Construction	21 February 2014	CAL.501.001.4062	Ø	21 February 2014			
55.	M120038-S201	Ground Floor and Reinforcement Plan Zone 2	PAC.003.001.3559	D	7/10/2013		CAL.501.001.4063	Ø	For Construction	21 February 2014	CAL.502.001.0429	2	31 July 2014			
56.	M120038-S202	Ground Floor and Reinforcement Plan Zone 3	PAC.003.001.5935	C	5/06/2013		CAL.501.001.4064	Ø	For Construction	21 February 2014	CAL.502.001.0430	12	19 August 2015			
57.	M120038-S203	Ground Floor and Reinforcement Plan Zone 4	QPW.503.003.5618	C	7/10/2013		CAL.501.001.4065	Ø	For Construction	25 February 2014	CAL.502.001.0431	7	19 August 2015			
58.	M120038-S204	Ground Floor and Reinforcement Plan Zone 5	QPW.503.003.5619	B	8/02/2013		CAL.501.001.4066	Ø	For Construction	25 February 2014	CAL.502.001.0432	10	28 August 2015			
59.	M120038-S205	Ground Floor and Reinforcement Plan Zone 6	OPW.503.003.5620	C	5/06/2013		CAL.501.001.4067	Ø	For Construction	25 February 2014	CAL.502.001.0433	1	14 August 2015			
60.	M120038-S206	Ground Floor and Reinforcement Plan Zone 7	PAC.003.002.0835	B	8/02/2013		CAL.501.001.4068	Ø	For Construction	21 February 2014	CAL.502.001.0434	2	28 October 2014			
51.	M120038-S207	Ground Floor and Reinforcement Plan Zone 8	PAC.003.002.0833	B	8/02/2013		CAL.501.001.4069	Ø	For Construction	21 February 2014	CAL.502.001.0435	2	28 October 2014			

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62.	M120038-S208	Ground Floor and Reinforcement Plan Zone 9	PAC.003.001.5949	C	5/06/2013		CAL.501.001.4070	Ø	For Construction	21 February 2014	CAL.502.001.0436	1	17 July 2014			
63.	M120038-S209	Ground Floor and Reinforcement Plan Zone 10	PAC.003.002.0832	B	8/02/2013		CAL.501.001.4071	Ø	For Construction	21 February 2014	CAL.502.001.0437	3	28 August 2015			
64.	M120038-S210	Ground Floor and Reinforcement Plan Zone 11	QPW.503.003.5625	B	8/02/2013		CAL.501.001.4072	Ø	For Construction	25 February 2014	CAL.502.001.0438	2	14 August 2015			
65.	M120038-S211	Ground Floor and Reinforcement Plan Zone 12	PAC.003.001.6189	C	5/06/2013		CAL.501.001.4073	Ø	For Construction	21 February 2014	CAL.501.001.4073	Ø	21 February 2014			
66.	M120038-S212	Ground Floor and Reinforcement Plan Zone 13	PAC.003.001.6227	C	5/06/2013		CAL.501.001.4074	Ø	For Construction	21 February 2014	CAL.502.001.0439	1	17 July 2014			
67.	M120038-S213	Ground Floor and Reinforcement Plan Zone 14	PAC.003.001.3601	D	7/10/2013		CAL.501.001.4075	Ø	For Construction	21 February 2014	CAL.502.001.0440	2	17 July 2014			
68.	M120038-S214	Ground Floor and Reinforcement Plan Zone 15	PAC.003.002.0840	B	8/02/2013		CAL.501.001.4076	Ø	For Construction	21 February 2014	CAL.501.001.4076	Ø	21 February 2014			
69.	M120038-S215	Ground Floor and Reinforcement Plan Zone 16	QPW.503.003.5629	B	8/02/2013		CAL.501.001.4077	Ø	For Construction	25 February 2014	CAL.501.001.4077	Ø	25 February 2014			
70.	M120038-S216	Ground Floor and Reinforcement Plan Zone 25	PAC.003.001.5366	B	5/06/2013		CAL.501.001.4078	Ø	For Construction	21 February 2014	CAL.501.001.4078	Ø	21 February 2014			

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71	M120038-S220A	Retail Ground Floor Footing Details Sheet 1	OPW.503.003.5629	B	7/10/2013		CAL.501.001.4079	Ø	For Construction	25 February 2014	CAL.502.001.0441	1	11 August 2014			
72	M120038-S220B	Retail Ground Floor Footing Details Sheet 1	PAC.003.001.3597	B	7/10/2013		CAL.501.001.4080	Ø	For Construction	21 February 2014	CAL.501.001.4080	Ø	21 February 2014			
73	M120038-S221	Department Store/Myer Ground Floor Footing Details Sheet 1	PAC.003.001.8958	B	12/03/2013		CAL.501.001.4081	Ø	For Construction	21 February 2014	CAL.502.001.0442	3	21 August 2014			
74	M120038-S223	Cinema (Extension) Ground Floor Footing Details Sheet 1									CAL.501.001.4856	Ø	21 February 2014			
75	M120038-S224	North Entertainment Ground Floor Footing Details Sheet 1	PAC.003.001.3606	D	7/10/2013		CAL.501.001.4082	Ø	For Construction	21 February 2014	CAL.501.002.1610	1	29 April 2014			
76	M120038-S225	North Entertainment Ground Floor Footing Details Sheet 2	PAC.003.001.3612	B	7/10/2013		CAL.501.001.4083	Ø	For Construction	21 February 2014	CAL.501.002.2990	2	26 May 2014			
77	M120038-S226	North Entertainment Ground Floor Footing Details Sheet 1	CAL.501.001.4084	B	7/10/2013		CAL.501.002.0218	Ø	For Construction	14 April 2014	CAL.502.001.0443	1	29 August 2014			
78	M120038-S230	Carpark Ground Floor Concrete Details Sheet 1	PAC.003.002.0842	B	8/02/2013		CAL.501.001.4085	Ø	For Construction	21 February 2014	CAL.502.001.0444	2	4 August 2014			
79	M120038-S231	Carpark Ground Floor Concrete Details Sheet 2	PAC.003.002.0844	B	8/02/2013		CAL.501.001.4086	Ø	For Construction	21 February 2014	CAL.502.001.0445	2	17 July 2014			

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80.	M120038-S232	Carpark Ground Floor Concrete Details Sheet 3	PAC.003.002.0877	B	8/02/2013		CAL.501.001.4087	Ø	For Construction	21 February 2014	CAL.502.001.0446	2	17 July 2014		
81.	M120038-S233	Carpark Ground Floor Concrete Details Sheet 4	PAC.003.002.0884	B	8/02/2013		CAL.501.001.4088	Ø	For Construction	21 February 2014	CAL.501.001.4088	Ø	21 February 2014		
82.	M120038-S234	Carpark Ground Floor Concrete Details Sheet 5	PAC.003.002.0889	B	8/02/2013		CAL.501.001.4089	Ø	For Construction	21 February 2014	CAL.501.001.4089	Ø	21 February 2014		
83.	M120038-S235	Carpark Ground Floor Concrete Details Sheet 6	PAC.003.002.0900	B	8/02/2013		CAL.501.001.4090	Ø	For Construction	21 February 2014	CAL.502.001.0447	2	28 August 2015		
84.	M120038-S236	Carpark Ground Floor Concrete Details Sheet 7	PAC.003.002.0913	B	8/02/2013		CAL.501.001.4091	Ø	For Construction	21 February 2014	CAL.502.001.0448	3	28 August 2015		
85.	M120038-S237	Carpark Ground Floor Concrete Details Sheet 8	PAC.003.002.0906	B	8/02/2013		CAL.501.001.4092	Ø	For Construction	21 February 2014	CAL.502.001.0449	4	28 August 2015		
86.	M120038-S238	Carpark Ground Floor Concrete Details Sheet 9	PAC.003.001.6395	B	5/06/2013		CAL.501.001.4093	Ø	For Construction	21 February 2014	CAL.502.001.0450	6	19 August 2015		
87.	M120038-S239	Tavern / Hotel Ground Floor Concrete Details Sheet 1	PAC.003.002.0918	B	8/02/2013		CAL.501.001.4094	Ø	For Construction	21 February 2014	CAL.501.001.4094	Ø	21 February 2014		
88.	M120038-S240	Tavern / Hotel Ground Floor Concrete Details Sheet 2	PAC.003.002.0925	B	8/02/2013		CAL.501.001.4095	Ø	For Construction	21 February 2014	CAL.501.001.4095	Ø	21 February 2014		

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89.	M120038-S241	Tavern / Hotel Ground Floor Concrete Details Sheet 3		B	21/03/2014		CAL.501.001.4096	Ø	For Construction	21 February 2014	CAL.502.001.0451	1	31 July 2014		
90.	M120038-S242	Tavern / Hotel Ground Floor Concrete Details Sheet 3		B	21/03/2014		CAL.501.001.4097	Ø	For Construction	21 February 2014	CAL.502.001.0452	3	13 November 2014		
91.	M120038-S243	Retail Ground Floor Concrete Details Sheet 1	QPW.503.003.5643	B	8/02/2013		CAL.501.001.4098	Ø	For Construction	25 February 2014	CAL.502.001.0453	3	19 August 2015		
92.	M120038-S244	Retail Ground Floor Concrete Details Sheet 2	QPW.503.003.5644	B	8/02/2013		CAL.501.001.4099	Ø	For Construction	25 February 2014	CAL.502.001.0454	5	28 August 2015		
93.	M120038-S244A	Retail Ground Floor Concrete Details Sheet 3					CAL.502.001.0455	Ø	For Construction	25 February 2014 OR 19 August 2015	CAL.502.001.0455	Ø	19 August 2015		
94.	M120038-S245	Department Store / Myer Ground Floor Concrete Details Sheet 1	QPW.503.003.5645	B	8/02/2013		CAL.501.001.4100	Ø	For Construction	25 February 2014	CAL.502.001.0286	1	7 August 2015		
95.	M120038-S246	Department Store / Myer Ground Floor Concrete Details Sheet 2	QPW.503.003.5646	B	8/02/2013		CAL.501.001.4101	Ø	For Construction	25 February 2014	CAL.502.001.0287	3	18 June 2015		
96.	M120038-S250	Level 1 / Lower Roof Framing and Post Tension Plan Zone 1	PAC.003.001.3622	C	7/10/2013		CAL.501.001.4102	Ø	For Construction	21 February 2014	CAL.502.001.0456	4	13 August 2014		
97.	M120038-S251	Level 1 / Lower Roof Framing and Post Tension Plan Zone 2	PAC.003.001.3627	D	7/11/2013		CAL.501.001.4103	Ø	For Construction	21 February 2014	CAL.502.001.0457	8	30 September 2014		

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98.	M120038-S252	Level 1 / Lower Roof Framing and Post Tension Plan Zone 3	PAC.003.001.3632	E	7/11/2013		CAL.501.001.4104	Ø	For Construction	21 February 2014	CAL.502.001.0458	17	22 October 2015		
99.	M120038-S253	Level 1 / Lower Roof Framing and Post Tension Plan Zone 4	QPW.503.003.5650	E	7/10/2013		CAL.501.001.4105	Ø	For Construction	25 February 2014	CAL.502.001.0459	8	18 August 2015		
100.	M120038-S254	Level 1 / Lower Roof Framing and Post Tension Plan Zone 5	QPW.503.003.5651	D	7/10/2013		CAL.501.001.4106	Ø	For Construction	25 February 2014	CAL.502.001.0460	11	20 October 2015		
101.	M120038-S255	Level 1 / Lower Roof Framing and Post Tension Plan Zone 6	QPW.503.003.5652	C	5/06/2013		CAL.501.001.4107	Ø	For Construction	25 February 2014	CAL.502.001.0461	3	28 August 2015		
102.	M120038-S256	Level 1 / Lower Roof Framing and Post Tension Plan Zone 7	QPW.503.003.5653	C	7/10/2013		CAL.501.001.4108	Ø	For Construction	25 February 2014	CAL.502.001.0462	1	11 July 2014		
103.	M120038-S257	Level 1 / Lower Roof Framing and Post Tension Plan Zone 8	QPW.503.003.5654	C	7/10/2013		CAL.501.001.4109	Ø	For Construction	25 February 2014	CAL.502.001.0463	4	28 October 2014		
104.	M120038-S258	Level 1 / Lower Roof Framing and Post Tension Plan Zone 9	QPW.503.003.5655	C	5/06/2013		CAL.501.001.4110	Ø	For Construction	25 February 2014	CAL.502.001.0464	1	14 August 2014		
105.	M120038-S259	Level 1 / Lower Roof Framing and Post Tension Plan Zone 10	PAC.003.001.3678	D	7/10/2013		CAL.501.001.4111	Ø	For Construction	21 February 2014	CAL.502.001.0465	15	22 October 2015		
106.	M120038-S260	Level 1 / Lower Roof Framing and Post Tension Plan Zone 11	QPW.503.003.5657	C	5/06/2013		CAL.501.001.4112	Ø	For Construction	25 February 2014	CAL.502.001.0288	12	18 September 2015		

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107.	M120038-S261	Level 1 / Lower Roof Framing and Post Tension Plan Zone 12	QPW.503.003.5658	C	5/06/2013		CAL.501.001.4113	Ø	For Construction	25 February 2014	CAL.502.001.0466	3	17 September 2014	
108.	M120038-S262	Level 1 / Lower Roof Framing and Post Tension Plan Zone 13	QPW.503.003.5659	C	5/06/2013		CAL.501.001.4114	Ø	For Construction	25 February 2014	CAL.502.001.0467	5	1 December 2014	
109.	M120038-S263	Level 1 / Lower Roof Framing and Post Tension Plan Zone 14	QPW.503.003.5660	D	7/10/2013		CAL.501.001.4115	Ø	For Construction	25 February 2014	CAL.502.001.0468	2	20 November 2014	
110.	M120038-S264	Level 1 / Lower Roof Framing and Post Tension Plan Zone 15	PAC.003.001.3685	D	7/11/2013		CAL.501.001.4116	Ø	For Construction	21 February 2014	CAL.502.001.0469	7	22 September 2015	
111.	M120038-S265	Level 1 / Lower Roof Framing and Post Tension Plan Zone 16	QPW.503.003.5662	C	5/06/2013		CAL.501.001.4117	Ø	For Construction	25 February 2014	CAL.501.001.4117	Ø	25 February 2014	
112.	M120038-S266	Level 1 / Lower Roof Framing and Post Tension Plan Zone 25	QPW.503.003.5663	C	7/10/2013		CAL.501.001.4118	Ø	For Construction	25 February 2014	CAL.502.001.0470	4	13 October 2014	
113.	M120038-S300	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 1	PAC.003.001.3694	B	8/02/2013		CAL.501.001.4119	Ø	For Construction	21 February 2014	CAL.502.001.0471	Ø	20 June 2014	
114.	M120038-S301	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 2	PAC.003.001.3698	D	7/10/2013		CAL.501.001.4120	Ø	For Construction	21 February 2014	CAL.501.001.4120	Ø	21 February 2014	
115.	M120038-S302	Level 1 / Lower Roof Framing and	PAC.003.001.3719	E	7/10/2013		CAL.501.001.4121	Ø	For Construction	21 February 2014	CAL.502.001.0472	7	22 October 2015	

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		Reinforcement Plan Zone 3														
116.	M120038-S303	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 4	QPW.503.003.5666	E	7/10/2013		CAL.501.001.4122	Ø	For Construction	25 February 2014	CAL.502.001.0473	6	18 August 2015			
117.	M120038-S304	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 5	QPW.503.003.5667	D	7/10/2013		CAL.501.001.4123	Ø	For Construction	25 February 2014	CAL.502.001.0474	7	28 August 2015			
118.	M120038-S305	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 6	QPW.503.003.5668	C	5/06/2013		CAL.501.001.4124	Ø	For Construction	25 February 2014	CAL.502.001.0475	2	18 August 2015			
119.	M120038-S306	Upper Roof Framing Plan and Reinforcement Plan Zone 7	QPW.503.003.5669	B	8/02/2013		CAL.501.001.4125	Ø	For Construction	25 February 2014	CAL.502.001.0476	1	11 July 2014			
120.	M120038-S307	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 8	QPW.503.003.5670	B	8/02/2013		CAL.501.001.4126	Ø	For Construction	25 February 2014	CAL.502.001.0477	2	28 October 2014			
121.	M120038-S308	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 9	QPW.503.003.5671	C	5/06/2013		CAL.501.001.4127	Ø	For Construction	25 February 2014	CAL.501.001.4127	Ø	25 February 2014			
122.	M120038-S309	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 10	PAC.003.001.3727	D	7/10/2013		CAL.501.001.4128	Ø	For Construction	21 February 2014	CAL.502.001.0478	4	22 October 2015			

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123.	M120038-S310	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 11	QPW.503.003.5673	C	5/06/2013	CAL.501.001.4129	Ø	For Construction	25 February 2014	CAL.502.001.0479	4	18 August 2015		
124.	M120038-S311	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 12	QPW.503.003.5674	C	5/06/2013	CAL.501.001.4130	Ø	For Construction	25 February 2014	CAL.502.001.0480	1	11 July 2014		
125.	M120038-S312	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 13	QPW.503.003.5675	C	5/06/2013	CAL.501.001.4131	Ø	For Construction	25 February 2014	CAL.502.001.0481	1	11 July 2014		
126.	M120038-S313	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 14	QPW.503.003.5676	D	7/10/2013	CAL.501.001.4132	Ø	For Construction	25 February 2014	CAL.502.001.0482	1	20 November 2014		
127.	M120038-S314	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 15	PAC.003.001.6878	C	5/06/2013	CAL.501.001.4133	Ø	For Construction	21 February 2014	CAL.501.001.4133	Ø	21 February 2014		
*28.	M120038-S315	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 16	QPW.503.003.5677	C	5/06/2013	CAL.501.001.4134	Ø	For Construction	25 February 2014	CAL.501.001.4134	Ø	25 February 2014		
129.	M120038-S316	Level 1 / Lower Roof Framing and Reinforcement Plan Zone 25	QPW.503.003.5678	B	5/06/2013	CAL.501.001.4135	Ø	For Construction	25 February 2014	CAL.502.001.0483	2	20 October 2014		

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130.	M120038-S330	Carpark Level 1 / Lower Roof Concrete Details Sheet 1	QPW.503.003.5679	B	8/02/2013		CAL.501.001.4136	Ø	For Construction	25 February 2014	CAL.502.001.0484	1	4 August 2014		
131.	M120038-S331	Carpark Level 1 / Lower Roof Concrete Details Sheet 2	QPW.503.003.5680	B	8/02/2013		CAL.501.001.4137	Ø	For Construction	25 February 2014	CAL.502.001.0485	2	18 August 2015		
132.	M120038-S332	Carpark Level 1 / Lower Roof Concrete Details Sheet 3	QPW.503.003.5681	B	8/02/2013		CAL.501.001.4138	Ø	For Construction	25 February 2014	CAL.501.001.4138	Ø	25 February 2014		
133.	M120038-S333	Carpark Level 1 / Lower Roof Concrete Details Sheet 4	QPW.503.003.5682	B	8/02/2013		CAL.501.001.4139	Ø	For Construction	25 February 2014	CAL.502.001.0486	5	22 October 2015		
134.	M120038-S334	Carpark Level 1 / Lower Roof Concrete Details Sheet 5	QPW.503.003.5683	B	8/02/2013		CAL.501.001.4140	Ø	For Construction	25 February 2014	CAL.502.001.0487	1	18 August 2015		
135.	M120038-S335	Carpark Level 1 / Lower Roof Concrete Details Sheet 6	QPW.503.003.5684	B	8/02/2013		CAL.501.001.4141	Ø	For Construction	25 February 2014	CAL.502.001.0488	4	28 August 2015		
136.	M120038-S336	Carpark Level 1 / Lower Roof Concrete Details Sheet 7		B	21/03/2014		CAL.501.001.4142	Ø	For Construction	25 February 2014	CAL.502.001.0489	5	-		
137.	M120038-S337	North Entertainment Level 1 / Lower Roof Concrete Details – Sheet 1	PAC.003.002.1609	B	8/02/2013		CAL.501.001.4143	Ø	For Construction	21 February 2014	CAL.502.001.0491	1	20 June 2014		
138.	M120038-S338	North Entertainment Level 1 / Lower Roof Concrete Details – Sheet 2	PAC.003.002.1620	B	8/02/2013		CAL.501.001.4144	Ø	For Construction	21 February 2014	CAL.501.001.4144	Ø	21 February 2014		

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139.	M120038-S339	Retail Level 1 / Lower Roof Concrete Details – Sheet 1	QPW.503.003.5686	B	8/02/2013	CAL.501.001.4145	Ø	For Construction	25 February 2014	CAL.502.001.0491	1	22 October 2015		
140.	M120038-S340	Retail Level 1 / Lower Roof Concrete Details – Sheet 2	QPW.503.003.5687	B	8/02/2013	CAL.501.001.4146	Ø	For Construction	25 February 2014	CAL.502.001.0289	5	22 October 2015		
141.	M120038-S340A	Retail Level 1 / Lower Roof Concrete Details – Sheet 3				QPW.500.005.6371	Ø	For Construction	24 June 2014	CAL.502.001.0492	1	22 October 2015		
142.	M120038-S341	Cinema (Extension) Level 1 / Lower Roof Concrete Details – Sheet 1	PAC.003.002.1652	B	8/02/2013	CAL.501.001.4147	Ø	For Construction	21 February 2014	CAL.502.001.0493	2	13 November 2014		
143.	M120038-S342	Cinema (Extension) Level 1 / Lower Roof Concrete Details – Sheet 2		B	21/03/2014	CAL.501.001.4148	Ø	For Construction	21 February 2014	CAL.502.001.0494	1	15 October 2014		
144.	M120038-S343	Department Store / Myer Level 1 / Lower Roof Concrete Details – Sheet 1	QPW.503.003.5690	B	8/02/2013	CAL.501.001.4149	Ø	For Construction	25 February 2014	CAL.502.001.0495	1	27.05.2015		
145.	M120038-S344	Department Store / Myer Level 1 / Lower Roof Concrete Details – Sheet 2	QPW.503.003.5691	B	8/02/2013	CAL.501.001.4150	Ø	For Construction	25 February 2014	CAL.502.001.0496	2	27 May 2015		
146.	M120038-S345	Level 1 / Lower Roof Steel Details Sheet 1	QPW.503.003.5692	C	7/10/2013	CAL.501.002.0219	Ø	For Construction	14 April 2014	CAL.502.001.0497	1	17 September 2014		
147.	M120038-S346	Level 1 / Lower Roof Steel Details Sheet 2	CAL.501.001.4152	C	7/10/2013	CAL.501.002.0220	Ø	For Construction	14 April 2014	CAL.502.001.0498	3	1 December 2014		

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148.	M120038-S347	Level 1 / Lower Roof Steel Details Sheet 3	QPW.503.003.5694	C	7/10/2013		CAL.501.002.0221	Ø	For Construction	14 April 2014	CAL.502.001.0499	5	7 September 2015				
149.	M120038-S348	Level 1 / Lower Roof Steel Details Sheet 4	PAC.003.001.3785	B	7/10/2013		CAL.501.001.4154	Ø	For Construction	21 February 2014	CAL.502.001.0500	3	24 September 2015				
150.	M120038-S349	Level 1 / Lower Roof Steel Details Sheet 5	PAC.003.001.3805	B	7/10/2013		CAL.501.001.4155	Ø	For Construction	21 February 2014	CAL.502.001.0290	4	27 September 2015				
151.	M120038-S350	Level 1 / Lower Roof Steel Details Sheet 6	PAC.003.001.3819	B	7/10/2013		CAL.501.001.4156	Ø	For Construction	21 February 2014	CAL.502.001.0501	2	24 July 2015				
152.	M120038-S351	Department Store/Myer Level 1 / Lower Roof Steel Details Sheet 1	PAC.003.001.3831	B	7/10/2013		CAL.501.001.4157	Ø	For Construction	21 February 2014	CAL.502.001.0502	4	24 July 2015				
153.	M120038-S352	North Entertainment Level 1 - Lower Roof Steel Details Sheet 1					CAL.501.002.2993	Ø	For Construction	26 May 2014	CAL.501.002.2993	Ø	26 May 2014				
154.	M120038-S353	Entertainment Plaza Level 1 / Lower Roof Steel Details Sheet 1	QPW.503.003.5699	C	7/11/2013		CAL.501.002.1869	1	For Construction	6 May 2014	CAL.502.001.0503	4	7 October 2014				
155.	M120038-S354	Entertainment Plaza Level 1 / Lower Roof Steel Details Sheet 2	QPW.503.003.5700	C	7/11/2013		CAL.501.002.1870	1	For Construction	6 May 2014	CAL.502.001.0504	5	11 November 2014				
156.	M120038-S355	Entertainment Plaza Level 1 - Lower Roof Steel Details Sheet 3					CAL.501.002.1871	1	For Construction	6 May 2014	CAL.502.001.0505	6	30 September 2014				
157.	M120038-S356A	Entertainment Plaza Level 1 - Lower Roof Steel Details Sheet 4					CAL.501.002.1872	1	For Construction	6 May 2014	CAL.502.001.0506	4	7 November 2014				

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158.	M120038-S356B	Entertainment Plaza Level 1 - Lower Roof Steel Details Sheet 5					CAL.501.002.1873	1	For Construction	6 May 2014	CAL.502.001.0507	5	5 September 2014			
159.	M120038-S356C	Entertainment Plaza Level 1 - Lower Roof Steel Details Sheet 6					See note regarding status at novation.				CAL.502.001.0508	3	7 October 2014			
160.	M120038-S357	Level 1 / Lower Roof Steel Details	PAC.003.002.1713	B	8/02/2013		CAL.501.001.4160	Ø	For Construction	21 February 2014	CAL.502.001.0509	4	24 September 2015			
161.	M120038-S357A	Level 1 / Lower Roof Steel Details Sheet 2					See note regarding status at novation.				CAL.502.001.0510	1	14 August 2014			
162.	M120038-S357B	Level 1 / Lower Roof Steel Details Sheet 3					See note regarding status at novation.				CAL.502.001.0511	Ø	11 August 2014			
163.	M120038-S358	Tavern / Hotel Level 1 / Lower Roof Steel Details Sheet 1	PAC.003.001.3902	B	7/10/2013		CAL.501.001.4161	Ø	For Construction	21 February 2014	CAL.501.001.4161	Ø	21 February 2014			
164.	M120038-S359	Tavern / Hotel Level 1 / Lower Roof Steel Details Sheet 2	PAC.003.001.3942	B	7/10/2013		CAL.501.001.4162	Ø	For Construction	21 February 2014	CAL.501.001.4162	Ø	21 February 2014			
165.	M120038-S360	Mezzanine Floor Plan Zone 3	PAC.003.001.3959	D	7/10/2013		CAL.501.001.4163	Ø	For Construction	21 February 2014	CAL.502.001.0512	2	6 October 2014			
166.	M120038-S361	Mezzanine Details	PAC.003.001.3956	B	7/10/2013		CAL.501.001.4164	Ø	For Construction	21 February 2014	CAL.502.001.0513	2	6 October 2014			
167.	M120038-S370	Upper Roof Framing Plan Zone 1	PAC.003.001.4009	C	7/10/2013		CAL.501.001.4165	Ø	For Construction	21 February 2014	CAL.502.001.0514	5	13 August 2014			
168.	M120038-S371	Upper Roof Framing Plan Zone 2	PAC.003.001.4055	D	7/11/2013		CAL.501.001.4166	Ø	For Construction	21 February 2014	CAL.502.001.0515	8	24 October 2014			

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169.	M120038-S372	Upper Roof Framing Plan Zone 3	PAC.003.001.4067	F	7/11/2013		CAL.501.001.4167	Ø	For Construction	21 February 2014	CAL.502.001.0516	9	7 September 2015	
170.	M120038-S373	Upper Roof Framing Plan Zone 4	QPW.503.003.5707	D	7/10/2013		CAL.501.002.0227	Ø	For Construction	14 April 2014	CAL.502.001.0517	3	31 July 2015	
171.	M120038-S374	Upper Roof Framing Plan Zone 5	CAL.501.001.4169	E	7/10/2013		CAL.501.002.0228	Ø	For Construction	14 April 2014	CAL.502.001.0518	4	7 September 2015	
172.	M120038-S375	Upper Roof Framing Plan Zone 6	CAL.501.001.4170	C	20/03/2013		CAL.501.002.0229	Ø	For Construction	14 April 2014	CAL.501.002.0229	Ø	14 April 2014	
173.	M120038-S376	Upper Roof Framing Plan Zone 7	CAL.501.001.4171	B	8/02/2013		CAL.501.002.0230	Ø	For Construction	14 April 2014	CAL.501.002.0230	Ø	14 April 2014	
174.	M120038-S377	Upper Roof Framing Plan Zone 8	CAL.501.001.4172	C	20/03/2013		CAL.501.002.0231	Ø	For Construction	14 April 2014	CAL.502.001.0519	3	24 November 2014	
175.	M120038-S378	Upper Roof Framing Plan Zone 9	CAL.501.001.4173	B	8/02/2013		CAL.501.002.0232	Ø	For Construction	14 April 2014	CAL.501.002.0232	Ø	14 April 2014	
176.	M120038-S379	Upper Roof Framing Plan Zone 10	CAL.501.001.4174	D	7/10/2013		CAL.501.002.0233	Ø	For Construction	14 April 2014	CAL.502.001.0520	8	24 September 2015	
177.	M120038-S380	Upper Roof Framing Plan Zone 11	QPW.503.003.5714	C	20/03/2013		CAL.501.002.0234	Ø	For Construction	14 April 2014	CAL.502.001.0521	1	12 June 2015	
178.	M120038-S381	Upper Roof Framing Plan Zone 25	CAL.501.001.4176	C	7/10/2013		CAL.501.002.0235	Ø	For Construction	14 April 2014	CAL.501.002.0235	Ø	14 April 2014	
179.	M120038-S382	Upper Roof Framing Plan Zone 13	CAL.501.001.4177	B	8/02/2013		CAL.501.002.0236	Ø	For Construction	14 April 2014	CAL.501.002.0236	Ø	14 April 2014	
180.	M120038-S383	Upper Roof Framing Plan Zone 14	CAL.501.001.4178	B	8/02/2013		CAL.501.002.0237	Ø	For Construction	14 April 2014	CAL.501.002.0237	Ø	14 April 2014	
181	M120038-S384	Upper Roof Framing Plan Zone 15	PAC.003.001.4094	D	7/11/2013		CAL.501.001.4179	Ø	For Construction	21 February 2014	CAL.502.001.0522	7	22 September 2015	

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182.	M120038-S386	Upper Roof Framing Plan Zone 25	CAL.501.001.4180	B	5/05/2013		CAL.501.002.0238	Ø	For Construction	14 April 2014	CAL.501.002.0238	Ø	14 April 2014	
183.	M120038-S390	Carpark Upper Roof Steel Details Sheet 1	CAL.501.001.4181	B	20/03/2013		CAL.501.002.0239	Ø	For Construction	14 April 2014	CAL.502.001.0523	2	24 November 2014	
184.	M120038-S392	Retail Upper Roof Steel Details Sheet 1	CAL.501.001.4182	C	7/10/2013		CAL.501.002.0240	Ø	For Construction	14 April 2014	CAL.502.001.0524	5	7 September 2015	
185	M120038-S393	Retail Upper Roof Steel Details Sheet 2		C	21/03/2014		CAL.501.002.0241	Ø	For Construction	14 April 2014	CAL.501.002.0241	Ø	14 April 2014	
186.	M120038-S394	Department Store/Myer Upper Roof Steel Details Sheet 1	CAL.501.001.4184	B	7/10/2013		CAL.501.002.0242	Ø	For Construction	14 April 2014	CAL.502.001.0525	2	31 July 2015	
187	M120038-S395	Department Store/Myer Upper Roof Steel Details Sheet 2	CAL.501.001.4185	B	7/10/2013		CAL.501.002.0243	Ø	For Construction	14 April 2014	CAL.502.001.0526	1	22 September 2014	
188.	M120038-S396	Cinema (Extension) Upper Roof Steel Details Sheet 1		B	21/03/2014		CAL.501.001.4186	Ø	For Construction	21 February 2014	CAL.501.001.4186	Ø	21 February 2014	
189.	M120038-S398	Tavern / Hotel	PAC.003.001.4133	B	7/10/2013		CAL.501.001.4187	Ø	For Construction	21 February 2014	CAL.501.001.4187	Ø	21 February 2014	
190.	M120038-S399	Tavern/Hotel Upper Roof Steel Details Sheet 2	PAC.003.001.4140	B	7/10/2013		CAL.501.001.4188	Ø	For Construction	21 February 2014	CAL.501.001.4188	Ø	21 February 2014	
191.	M120038-S400	Tavern/Hotel Upper Roof Steel Details Sheet 3	PAC.003.001.4145	B	7/10/2013		CAL.501.001.4189	Ø	For Construction	21 February 2014	CAL.501.001.4189	Ø	21 February 2014	

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192.	M120038-S401	Tavern/Hotel Upper Roof Steel Details Sheet 4	PAC.003.001.4145	B	7/10/2013		CAL.501.001.4190	Ø	For Construction	21 February 2014	CAL.501.001.4190	Ø	21 February 2014			
193.	M120038-S402	Tavern/Hotel Upper Roof Steel Details Sheet 5	PAC.003.001.4160	B	7/10/2013		CAL.501.001.4191	Ø	For Construction	21 February 2014	CAL.501.001.4191	Ø	21 February 2014			
194.	M120038-S403	North Entertainment Upper Roof Steel Details Sheet 1					CAL.501.002.2995	Ø	For Construction	26 May 2014	CAL.501.002.2995	Ø	26 May 2014			
195.	M120038-S404	North Entertainment Upper Roof Steel Details Sheet 2					CAL.501.002.2996	Ø	For Construction	26 May 2014	CAL.502.001.0527	3	22 September 2014			
196.	M120038-S410	Carpark Ramp Plan Sheet 1	PAC.003.001.4166	C	7/10/2013		CAL.501.001.4192	Ø	For Construction	21 February 2014	CAL.502.001.0528	1	7 August 2015			
197.	M120038-S411	Carpark Ramp Plan Sheet 2	QPW.503.003.5726	C	7/10/2013		CAL.501.001.4193	Ø	For Construction	25 February 2014	CAL.502.001.0529	1	7 August 2015			
198.	M120038-S412	Carpark Ramp Plan Sheet 3	QPW.503.003.5727	C	5/06/2013		CAL.501.001.4194	Ø	For Construction	25 February 2014	CAL.501.001.4194	Ø	25 February 2014			
199.	M120038-S413	Carpark Details - Sheet 1	PAC.003.001.4178	R	7/10/2013		CAL.501.001.4195	Ø	For Construction	21 February 2014	CAL.501.001.4195	Ø	21 February 2014			
200.	M120038-S414	Carpark Details - Sheet 2	QPW.503.003.5728	B	7/10/2013		CAL.501.001.4196	Ø	For Construction	25 February 2014	CAL.501.001.4196	Ø	25 February 2014			
201.	M120038-S420	Carpark Pedestrian Ramp and Stair Plans	PAC.003.001.4216	C	7/10/2013		CAL.501.001.4197	Ø	For Construction	21 February 2014	CAL.501.001.4197	Ø	21 February 2014			
202.	M120038-S421	Carpark Pedestrian Ramp and Stair Details Sheet 1	PAC.003.001.4191	B	7/10/2013		CAL.501.001.4198	Ø	For Construction	21 February 2014	CAL.502.001.0530	1	1 July 2014			

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203.	M120038-S422	Carpark Pedestrian Ramp and Stair Details Sheet 2	QPW.503.003.5730	B	7/10/2013		CAL.501.001.4199	Ø	For Construction	25 February 2014	CAL.501.001.4199	Ø	25 February 2014	
204.	M120038-S430	Plant Platform Framing Plan Sheet 1	CAL.501.001.4200	B	8/02/2013		CAL.501.002.0244	Ø	For Construction	14 April 2014	CAL.502.001.0531	3	17 September 2014	
205.	M120038-S431	Plant Platform Framing Plan Sheet 2	PAC.003.001.4222	E	7/11/2013		CAL.501.001.4201	Ø	For Construction	21 February 2014	CAL.502.001.0532	4	24 July 2015	
206.	M120038-S432	Plant Platform Framing Plan Sheet 3	PAC.003.001.4275	D	7/10/2013		CAL.501.001.4202	Ø	For Construction	21 February 2014	CAL.502.001.0533	3	31 July 2015	
207.	M120038-S433	Plant Platform Post Tension, Reinforcement Plans and Details					See note regarding status at novation.				CAL.502.001.0534	1	31 July 2014	
208.	M120038-S436	Temporary Cinema Stairs Plans and Details		-	-		CAL.501.001.4203	Ø	For Construction	21 February 2014	CAL.501.001.4203	Ø	21 February 2014	
209.	M120038-S437	North Carpark Pedestrian Ramp Plan and Details	CAL.501.001.4204	Ø	28/06/2013		CAL.501.001.4204	Ø	For Construction	28 June 2013	CAL.501.001.4204	Ø	28 June 2013	
210.	M120038-S438	Steel Stair Plans and Details	PAC.003.001.4279	C	7/10/2013		CAL.501.001.4205	Ø	For Construction	21 February 2014	CAL.501.002.2869	3	23 May 2014	
211.	M120038-S438A	Steel Stair Plans and Details Sheet 2					CAL.501.002.2870	Ø	For Construction	23 May 2014	CAL.501.002.2870	Ø	23 May 2014	
212.	M120038-S439	Smoke Exhaust and Fresh Air Inlet Roof Framing Plan and Details	CAL.501.001.4206	C	5/06/2013		CAL.501.002.0245	Ø	For Construction	14 April 2014	CAL.501.002.0245	Ø	14 April 2014	

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213.	M120038-S440	Hotel Stair Plans and Screen Framing Elevation	PAC.003.001.4286	C	7/10/2013	CAL.501.001.4207	Ø	For Construction	21 February 2014	CAL.501.001.4207	Ø	21 February 2014	CAL.501.001.4207	Ø			
214.	M120038-S441	Substation Details Heaths Road	PAC.003.001.6843	B	8/02/2013	CAL.501.001.4208	Ø	For Construction	21 February 2014	CAL.502.001.0535	3	12 January 2015	CAL.502.001.0535	3			
215.	M120038-S441A	Substation Trench Plans and Details				CAL.501.002.2626	Ø	For Construction	13 May 2014	CAL.502.001.0536	5	29 January 2015	CAL.502.001.0536	5			
216.	M120038-S442	Southern Car Park Façade Details Sheet 1	CAL.501.001.4209	C	7/10/2013	CAL.501.002.0246	Ø	For Construction	14 April 2014	CAL.502.001.0537	1	29 July 2014	CAL.502.001.0537	1			
217.	M120038-S443	Southern Car Park Façade Details Sheet 2	CAL.501.001.4210	C	7/10/2013	CAL.501.002.0247	Ø	For Construction	14 April 2014	CAL.501.002.0247	Ø	14 April 2014	CAL.501.002.0247	Ø			
218.	M120038-S444A	Barber Drive Screen and Entry Ramp Signage Plans and Elevation	PAC.003.001.4664	C	7/10/2013	CAL.501.001.4211	Ø	For Construction	21 February 2014	CAL.502.001.0538	1	18 July 2014	CAL.502.001.0538	1			
219.	M120038-S444B	Barber Drive Screen and Entry Ramp Signage Details Sheet	PAC.003.001.4735	C	7/10/2013	CAL.501.001.4212	Ø	For Construction	21 February 2014	CAL.501.001.4212	Ø	21 February 2014	CAL.501.001.4212	Ø			
220.	M120038-S445	Bored Pile Plan and Details	PAC.003.001.5904	C	5/06/2013	CAL.501.001.4213	Ø	For Construction	21 February 2014	CAL.501.001.4213	Ø	21 February 2014	CAL.501.001.4213	Ø			
221.	M120038-S446	Heaths Road Pergola Details	CAL.501.001.4214	C	7/10/2013	CAL.501.002.0248	Ø	For Construction	14 April 2014	CAL.501.002.0248	Ø	14 April 2014	CAL.501.002.0248	Ø			
222.	M120038-S447	Northern Carpark Travelator Plans and Details	PAC.003.001.5915	C	5/06/2013	CAL.501.001.4215	Ø	For Construction	21 February 2014	CAL.501.001.7771	2	31 March 2014	CAL.501.001.7771	2			

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223.	M120038-S448	Northern Carpark Travelator Elevations	PAC.003.001.6917	B	5/06/2013		CAL.501.001.4216	Ø	For Construction	21 February 2014	CAL.501.001.7772	1	31 March 2014				
224.	M120038-S449	Northern Carpark Travelator Details					CAL.501.001.5331	1	For Construction	7 March 2014	CAL.501.001.5331	1	7 March 2014				
225.	M120038-S450	North Entertainment Elevations and Sections Sheet 1	PAC.003.001.4811	C	7/11/2013		CAL.501.001.4217	Ø	For Construction	21 February 2014	CAL.502.001.0539	4	22 September 2014				
226.	M120038-S451	North Entertainment Elevations and Sections Sheet 2	PAC.003.001.4824	C	7/11/2013		CAL.501.001.4218	Ø	For Construction	21 February 2014	CAL.502.001.0540	3	13 August 2014				
227.	M120038-S452	North Entertainment Elevations and Sections Sheet 3	PAC.003.001.4857	C	7/11/2013		CAL.501.001.4219	Ø	For Construction	21 February 2014	CAL.501.002.2999	2	26 May 2014				
228.	M120038-S453	North Entertainment Elevations and Sections Sheet 4	PAC.003.001.4863	C	7/11/2013		CAL.501.001.4220	Ø	For Construction	21 February 2014	CAL.502.001.0541	4	13 July 2014				
229.	M120038-S454	North Entertainment Elevations and Sections Sheet 5	PAC.003.001.4866	C	7/11/2013		CAL.501.001.4221	Ø	For Construction	21 February 2014	CAL.502.001.0542	3	1 July 2014				
230.	M120038-S457	Tavern/Hotel Elevations and Sections Sheet 1	PAC.003.001.4871	C	7/11/2013		CAL.501.001.4222	Ø	For Construction	21 February 2014	CAL.501.001.4222	Ø	21 February 2014				
231.	M120038-S458	Tavern/Hotel Elevations and Sections Sheet 2	PAC.003.001.4877	C	7/10/2013		CAL.501.001.4223	Ø	For Construction	21 February 2014	CAL.501.001.4223	Ø	21 February 2014				
232.	M120038-S459	Tavern/Hotel Elevations and Sections Sheet 3	PAC.003.001.3645	B	8/02/2013		CAL.501.001.4224	Ø	For Construction	21 February 2014	CAL.501.001.4224	Ø	21 February 2014				

#	Drawing Number	Title	Preliminary Design (D&C Contract, Annexure M)					As at Novation					Final Version			
			Document ID	Revision No.	Date			Document ID	Revision No.	Status	Date	Document ID	Revision No.	Date		
A	B	C	D	E	F		G	H	I	J	K	L	M			
233.	M120038-S460	Tavern/Hotel Elevations and Sections Sheet 4	PAC.003.001.9128	C	7/11/2013		CAL.501.001.4225	Ø	For Construction	21 February 2014	CAL.501.001.4225	Ø	21 February 2014			
234.	M120038-S461	Tavern/Hotel Elevations and Sections Sheet 5	PAC.003.001.4889	B	7/11/2013		CAL.501.001.4226	Ø	For Construction	21 February 2014	CAL.501.001.4226	Ø	21 February 2014			
235.	M120038-S463	Department Store/Myer Elevations and Sections Sheet 1	PAC.003.001.3806	B	7/11/2013		CAL.501.001.4227	Ø	For Construction	21 February 2014	CAL.501.002.2627	1	13 May 2014			
236.	M120038-S464	Department Store/Myer Elevations and Sections Sheet 2	CAL.501.001.4228	B	8/02/2013		CAL.501.001.4228	B	Tender Issue	8 February 2013	CAL.502.001.0543	2	27 May 2015			
237.	M120038-S465	Department Store/Myer Elevations and Sections Sheet 3									CAL.502.001.0544	2	27 May 2015			
238.	M120038-S466	Department Store/Myer Elevations and Sections Sheet 4					CAL.501.002.0249	Ø	For Construction	14 April 2014	CAL.502.001.0545	1	12 September 2014			
239.	M120038-S467	Department Store/Myer Elevations and Sections Sheet 5					CAL.501.002.0250	Ø	For Construction	14 April 2014	CAL.502.001.0546	1	12 September 2014			
240.	M120038-S468	Department Store/Myer Elevations and Sections Sheet 6					CAL.501.002.0251	Ø	For Construction	14 April 2014	CAL.502.001.0547	2	27 May 2015			
241.	M120038-S469	Department Store/Myer Elevations and Sections Sheet 7					CAL.501.002.0252	Ø	For Construction	14 April 2014	CAL.502.001.0548	2	27 May 2015			

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	Number	Title	Document ID	Revision No.	Date		Document ID	Revision No.	Status	Date	Document ID	Revision No.	Date			
A	B	C	D	E	F		G	H	I	J	K	L	M			
242.	M120038-S470	Discount Store Elevations and Sections Sheet 1	PAC.003.002.0545	C	7/10/2013		CAL.501.001.4229	Ø	For Construction	21 February 2014	CAL.502.001.0549	4	9 October 2014			
243.	M120038-S471	Discount Store Elevations and Sections Sheet 2	PAC.003.001.4978	C	7/10/2013		CAL.501.001.4230	Ø	For Construction	21 February 2014	CAL.501.002.1809	2	2 May 2014			
244.	M120038-S472	Retail Elevations and Sections Sheet 1	CAL.501.001.4231	B	8/02/2013		CAL.501.001.4231	B	Tender Issue	8 February 2013						
245.	M120038-S473	Retail Elevations and Sections Sheet 2	CAL.501.001.4232	B	8/02/2013		CAL.501.001.4232	B	Tender Issue	8 February 2013						
246.	M120038-S474	Retail Elevations and Sections Sheet 3	CAL.501.001.4233	B	8/02/2013		CAL.501.002.0253	Ø	For Construction	14 April 2014	CAL.501.002.0253	Ø	14 April 2014			
247.	M120038-S475	Retail Elevations and Sections Sheet 4	CAL.501.001.4234	B	8/02/2013		CAL.501.002.2756	1	For Construction	20 May 2014	CAL.502.001.0550	4	22 September 2015			
248.	M120038-S476	Retail Elevations and Sections Sheet 5	CAL.501.001.4235	B	8/02/2013		CAL.501.002.0255	Ø	For Construction	14 April 2014	CAL.502.001.0551	1	9 September 2014			
249.	M120038-S477	Retail Elevations and Sections Sheet 6	QPW.503.003.5755	C	7/10/2013		CAL.501.002.0256	Ø	For Construction	14 April 2014	CAL.502.001.0552	3	12 September 2014			
250.	M120038-S478	Retail Elevations and Sections Sheet 7	CAL.501.001.4237	C	7/10/2013		CAL.501.002.0257	Ø	For Construction	14 April 2014	CAL.502.001.0553	2	12 September 2014			
251.	M120038-S479	Retail Elevations and Sections Sheet 8	CAL.501.001.4238	C	7/10/2013		CAL.501.002.0258	Ø	For Construction	14 April 2014	CAL.502.001.0554	1	9 September 2014			
252.	M120038-S480	Retail Elevations and Sections Sheet 9	CAL.501.001.4239	C	7/10/2013		CAL.501.002.0259	Ø	For Construction	14 April 2014	CAL.502.001.0555	2	12 September 2014			
253.	M120038-S481	Retail Elevations and Sections Sheet :0	CAL.501.001.4240	C	7/10/2013		CAL.501.002.0260	Ø	For Construction	14 April 2014	CAL.502.001.0556	2	12 September 2014			

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			Document ID	Revision No.	Date		Document ID	Revision No.	Status	Date	Document ID	Revision No.	Date	
A	B	C	D	E	F		G	H	I	J	K	L	M	
254.	M120038-S482	Retail Elevations and Sections Sheet 11	CAL.501.001.4240	C	7/10/2013		CAL.501.002.0261	Ø	For Construction	14 April 2014	CAL.502.001.0557	2	12 September 2014	
255.	M120038-S483	Retail Elevations and Sections Sheet 12	CAL.501.001.4242	C	7/10/2013		CAL.501.002.0262	Ø	For Construction	14 April 2014	CAL.502.001.0558	3	24 July 2015	
256.	M120038-S484	Retail Elevations and Sections Sheet 13	CAL.501.001.4243	C	7/10/2013		CAL.501.002.0263	Ø	For Construction	14 April 2014	CAL.502.001.0559	4	14 August 2015	
257.	M120038-S485	Retail Elevations and Sections Sheet 14	CAL.501.001.4244	C	7/10/2013		CAL.501.002.0264	Ø	For Construction	14 April 2014	CAL.502.001.0560	8	24 September 2015	
258.	M120038-S486	Retail Elevations and Sections Sheet 15									CAL.502.001.0561	1	7 September 2015	
259.	M120038-S487	Retail Elevations and Sections Sheet 16									CAL.502.001.0562	1	7 September 2015	
260.	M120038-S488	Retail Elevations and Sections Sheet 17	CAL.501.001.4245	C	7/10/2013		CAL.501.002.0265	Ø	For Construction	14 April 2014	CAL.501.002.0265	Ø	14 April 2014	
261.	M120038-S492	Entertainment Plaza Elevations and Sections Sheet 1	CAL.501.001.4246	C	7/11/2013		CAL.501.002.0266	Ø	For Construction	14 April 2014	CAL.502.001.0563	6	7 November 2014	
262.	M120038-S493	Entertainment Plaza Elevations and Sections Sheet 2	CAL.501.001.4247	C	7/11/2013		CAL.501.002.1875	1	For Construction	6 May 2014	CAL.502.001.0564	8	7 November 2014	
263.	M120038-S494	Entertainment Plaza Elevations and Sections Sheet 3	CAL.501.001.4248	A	7/11/2013		CAL.501.002.1876	1	For Construction	6 May 2014	CAL.502.001.0565	7	24 October 2014	
264.	M120038-S496	Carpark Elevations and Sections Sheet 1	CAL.501.001.4249	B	7/11/2013		CAL.501.002.0269	Ø	For Construction	14 April 2014	CAL.502.001.0566	3	24 November 2014	
265.	M120038-S497	Carpark Elevations and Sections Sheet 2	CAL.501.001.4250	C	7/10/2013		CAL.501.002.0270	Ø	For Construction	14 April 2014	CAL.501.002.0270	Ø	14 April 2014	

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A	B	C	D	E	F		G	H	I	J	K	L	M			
266.	M120038-S500	Fresh Food Mall Ground Floor and Footing Plan Zone 17	CAL.501.001.4251	C	7/11/2013		CAL.501.002.0271	Ø	For Construction	14 April 2014	CAL.501.002.0271	Ø	14 April 2014			
267.	M120038-S501	Fresh Food Mall Ground Floor and Footing Plan Zone 18		C	21/03/2014		CAL.501.002.0272	Ø	For Construction	14 April 2014	CAL.501.002.0272	Ø	14 April 2014			
268.	M120038-S502	Fresh Food Mall Footing Details	CAL.501.001.4253	B	8/02/2013		CAL.501.002.0273	Ø	For Construction	14 April 2014	CAL.501.002.0273	Ø	14 April 2014			
269.	M120038-S503	Fresh Food Mall Roof Framing Plan Zone 17	CAL.501.001.4254	C	7/11/2013		CAL.501.002.0274	Ø	For Construction	14 April 2014	CAL.501.002.0274	Ø	14 April 2014			
270.	M120038-S504	Fresh Food Mall Roof Framing Plan Zone 18	CAL.501.001.4255	B	8/02/2013		CAL.501.002.0275	Ø	For Construction	14 April 2014	CAL.501.002.0275	Ø	14 April 2014			
271.	M120038-S505	Fresh Food Mall Elevations and Sections	CAL.501.001.4256	B	8/02/2013		CAL.501.002.0276	Ø	For Construction	14 April 2014	CAL.501.002.0276	Ø	14 April 2014			
272	M120038-S506	Fresh Food Mall Steel Details	CAL.501.001.4257	B	8/02/2013		CAL.501.002.0277	Ø	For Construction	14 April 2014	CAL.501.002.0277	Ø	14 April 2014			
273.	M120038-S507	Fresh Food Mall Precast Panel Elevations	CAL.501.001.4258	B	8/02/2013		CAL.501.002.0278	Ø	For Construction	14 April 2014	CAL.501.002.0278	Ø	14 April 2014			
274.	M120038-S520	Reject Shop Ground Floor and Footing Plan Zone 19	PAC.003.001.5055	D	Undated		CAL.501.001.4259	Ø	For Construction	21 February 2014	CAL.501.001.4259	Ø	21 February 2014			
275.	M120038-S521	Reject Shop Footing Details	PAC.003.001.6952	B	25/03/2013		CAL.501.001.4260	Ø	For Construction	21 February 2014	CAL.501.001.4260	Ø	21 February 2014			
276.	M120038-S522	Reject Shop Roof Framing Plan Zone 19	PAC.003.001.5071	D	7/11/2013		CAL.501.001.4261	Ø	For Construction	21 February 2014	CAL.501.001.4261	Ø	21 February 2014			

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A	B	C	D	E	F	G	H	I	J	K	L	M								
277.	M120038-S523	Reject Ashup Elevations and Sections	PAC.003.001.5077	C	7/11/2013	CAL.501.001.4262	Ø	For Construction	21 February 2014	CAL.501.001.4262	Ø	21 February 2014			21 February 2014					
278.	M120038-S524	Reject Shop Steel Details	PAC.003.001.7718	B	25/02/2013	CAL.501.001.4263	Ø	For Construction	21 February 2014	CAL.501.001.4263	Ø	21 February 2014			21 February 2014					
279.	M120038-S540	Bottle Shop Ground Floor and Footing Plan Zone 20	PAC.003.001.5082	D	7/11/2013	CAL.501.001.4264	Ø	For Construction	21 February 2014	CAL.501.002.1795	1	21 February 2014			21 February 2014					
280.	M120038-S541	Bottle Shop Footing Details	PAC.003.001.7909	C	8/02/2013	CAL.501.001.4265	Ø	For Construction	21 February 2014	CAL.501.002.1796	1	2 May 2014			2 May 2014					
281.	M120038-S542	Bottle Shop Roof Framing Plan Zone 20	PAC.003.001.5087	C	7/11/2013	CAL.501.001.4266	Ø	For Construction	21 February 2014	CAL.501.001.4266	Ø	21 February 2014			21 February 2014					
282.	M120038-S543	Bottle Shop Elevations and Sections	PAC.003.001.5092	C	7/11/2013	CAL.501.001.4267	Ø	For Construction	21 February 2014	CAL.501.001.4267	Ø	21 February 2014			21 February 2014					
283.	M120038-S544	Bottle Shop Steel Details	PAC.003.001.7951	B	8/02/2013	CAL.501.001.4268	Ø	For Construction	21 February 2014	CAL.501.001.4268	Ø	21 February 2014			21 February 2014					
284.	M120038-S545	Bottle Shop Precast Panel Detail	PAC.003.001.7984	B	8/02/2013	CAL.501.001.4269	Ø	For Construction	21 February 2014	CAL.501.001.4269	Ø	21 February 2014			21 February 2014					
285.	M120038-S560	Woolworths (Extension) Ground Floor and Footing Plan Zone 21	QPW.503.003.5780	D	7/11/2013	CAL.501.002.0279	Ø	For Construction	14 April 2014	CAL.502.001.0567	1	27 March 2015			27 March 2015					
286.	M120038-S561	Woolworths (Extension) Footing Details	CAL.501.001.4271	C	25/02/2013	CAL.501.002.0280	Ø	For Construction	14 April 2014	CAL.502.001.0568	1	27 March 2015			27 March 2015					
287.	M120038-S562	Woolworths (Extension) Roof Framing Plan Zone 21	CAL.501.001.4272	C	25/02/2013	CAL.501.002.0281	Ø	For Construction	14 April 2014	CAL.502.001.0569	1	27 March 2015			27 March 2015					

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A	B	C	D	E	F	G	H	I	J	K	L	M			
288.	M120038-S563	Woolworths (Extension) Elevations and Sections	CAL.501.001.4273	C	25/02/2013	CAL.501.002.0282	Ø	For Construction	14 April 2014	CAL.502.001.0570	1	27 March 2015			
289.	M120038-S564	Woolworths (Extension) Steel Details	CAL.501.001.4274	C	25/02/2013	CAL.501.002.0283	Ø	For Construction	14 April 2014	CAL.502.001.0571	1	27 March 2015			
290.	M120038-S565	Woolworths (Extension) Precast Panel Details	CAL.501.001.4275	C	25/02/2013	CAL.501.002.0284	Ø	For Construction	14 April 2014	CAL.502.001.0572	1	27 March 2015			
291.	M120038-S580	North East Tenancies Ground Floor and Footing Plan Zone 22	PAC.003.001.3396	D	9/08/2013	CAL.501.001.4276	Ø	For Construction	21 February 2014	CAL.501.002.1664	1	30 April 2014			
292.	M120038-S581	North East Tenancies Ground Floor and Footing Plan Zone 23	PAC.003.001.3401	D	9/08/2013	CAL.501.001.4277	Ø	For Construction	21 February 2014	CAL.501.001.4277	Ø	21 February 2014			
293.	M120038-S582	North East Tenancies Footing Details	PAC.003.001.3447	D	9/08/2013	CAL.501.001.4278	Ø	For Construction	21 February 2014	CAL.501.002.1665	1	30 April 2014			
294.	M120038-S583	North East Tenancies - Level 1 Floor and Post Tension Plan Zone 22	PAC.003.001.3408	C	9/08/2013	CAL.501.001.4279	Ø	For Construction	21 February 2014	CAL.501.001.4279	Ø	21 February 2014			
295.	M120038-S584	North East Tenancies - Level 1 and Post Tension Plan Zone 23	PAC.003.001.3476	C	9/08/2013	CAL.501.001.4280	Ø	For Construction	21 February 2014	CAL.501.001.4280	Ø	21 February 2014			
296.	M120038-S585	North East Tenancies - Level 1 Floor and Reinforcement Plan Zone 22	PAC.003.001.3501	C	9/08/2013	CAL.501.001.4281	Ø	For Construction	21 February 2014	CAL.501.001.4281	Ø	21 February 2014			

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A	B	C	D	E	F		G	H	I	J	K	L	M			
297.	M120038-S586	North East Tenancies - Level 1 Floor and Reinforcement Plan Zone 23	PAC.003.001.3558	C	9/08/2013		CAL.501.001.4282	Ø	For Construction	21 February 2014	CAL.501.001.4282	Ø	21 February 2014			
298.	M120038-S587	North East Tenancies Roof Framing Plan Zone 22	PAC.003.001.3586	C	9/08/2013		CAL.501.001.4283	Ø	For Construction	21 February 2014	CAL.501.002.1666	2	30 April 2014			
299.	M120038-S588	North East Tenancies Roof Framing Plan Zone 23	PAC.003.001.3587	C	9/08/2013		CAL.501.001.4284	Ø	For Construction	21 February 2014	CAL.501.001.4284	Ø	21 February 2014			
300.	M120038-S589	North East Tenancies Elevation and Sections Sheet 1	PAC.003.001.3591	C	9/08/2013		CAL.501.001.4285	Ø	For Construction	21 February 2014	CAL.501.002.1667	1	30 April 2014			
301.	M120038-S590	North East Tenancies Elevation and Sections Sheet 2	PAC.003.001.3605	C	9/08/2013		CAL.501.001.4286	Ø	For Construction	21 February 2014	CAL.501.002.1668	1	30 April 2014			
302.	M120038-S591	North East Tenancies Elevation and Sections Sheet 3	PAC.003.001.3600	C	9/08/2013		CAL.501.001.4287	Ø	For Construction	21 February 2014	CAL.501.001.4287	Ø	21 February 2014			
303.	M120038-S592	North East Tenancies Elevation and Sections Sheet 4	PAC.003.001.3616	C	9/08/2013		CAL.501.001.4288	Ø	For Construction	21 February 2014	CAL.501.001.4288	Ø	21 February 2014			
304.	M120038-S593	North East Tenancies Concrete Details Sheet 1	PAC.003.001.3611	C	9/08/2013		CAL.501.001.4289	Ø	For Construction	21 February 2014	CAL.501.001.4289	Ø	21 February 2014			
305.	M120038-S596	North East Tenancies Steel Details Sheet 1	PAC.003.001.3621	C	9/08/2013		CAL.501.001.4290	Ø	For Construction	21 February 2014	CAL.501.002.1669	1	30 April 2014			

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A	B	C	D	E	F		G	H	I	J	K	L	M		
306.	M120038-S597	North East Tenancies Steel Details Sheet 2	PAC.003.001.3626	C	9/08/2013		CAL.501.001.4291	Ø	For Construction	21 February 2014	CAL.501.002.1670	1	30 April 2014		
307.	M120038-S599	North East Tenancies Precast Panel Details	PAC.003.001.3631	C	9/08/2013		CAL.501.001.4292	Ø	For Construction	21 February 2014	CAL.501.001.4292	Ø	21 February 2014		
308.	M120038-S600	K-Auto Ground Floor and Footing Plan Zone 24	PAC.003.001.5107	C	7/11/2013		CAL.501.001.4293	Ø	For Construction	21 February 2014	CAL.501.001.7715	2	28 March 2014		
309.	M120038-S601	K-Auto Footing Details	PAC.003.002.0598	B	8/02/2013		CAL.501.001.4294	Ø	For Construction	21 February 2014	CAL.501.001.7716	2	28 March 2014		
310.	M120038-S602	K-Auto Mezzanine Floor Plan Zone 24	PAC.003.001.5113	C	7/11/2013		CAL.501.001.4295	Ø	For Construction	21 February 2014	CAL.501.001.7717	3	28 March 2014		
311.	M120038-S603	K-Auto Roof Framing Plan Zone 24	PAC.003.002.0651	B	8/02/2013		CAL.501.001.4296	Ø	For Construction	21 February 2014	CAL.501.001.6976	1	5 March 2014		
312.	M120038-S604	K-Auto Elevations and Sections Zone 24	PAC.003.001.8985	B	8/02/2013		CAL.501.001.4297	Ø	For Construction	21 February 2014	CAL.501.001.4297	Ø	21 February 2014		
313.	M120038-S605	K-Auto Steel Details	PAC.003.002.0708	B	8/02/2013		CAL.501.001.4298	Ø	For Construction	21 February 2014	CAL.501.001.4298	Ø	21 February 2014		
314.	M120038-S606	K-Auto Precast Panel Details Sheet 1	PAC.003.002.0767	B	8/02/2013		CAL.501.001.4299	Ø	For Construction	21 February 2014	CAL.501.001.4299	Ø	21 February 2014		
315.	M120038-S607	K-Auto Precast Panel Details Sheet 2	PAC.003.002.0782	B	8/02/2013		CAL.501.001.4300	Ø	For Construction	21 February 2014	CAL.501.001.4300	Ø	21 February 2014		
316.	M120038-S700	Bulkhead Framing Plan and Details Zone 10 & 11									CAL.502.001.0573	Ø	15 December 2015		

Schedule 9 – Practical Completion of the Stage 7 Works

1. On each of the dates identified in **Column E**, the stage of the Stage 7 Works identified in **Column B** reached practical completion as certified by certificates dated as identified in **Column D**.

#	Stage	Doc ID	Date of Certificate	Date of Practical Completion
A	B	C	D	E
1.	Early Works	PAC.002.002.0935	17 April 2014	17 April 2014
2.	Separable Portion 1A	QPW.500.005.6989	27 June 2014	27 June 2014
3.	Separable Portion 1B	QPW.500.005.6998	27 June 2014	27 June 2014
4.	Separable Portion 1C	QPW.503.002.8649	29 August 2014	25 August 2014
5.	Separable Portion 2A	QPW.503.002.8711	20 August 2014	18 August 2014
6.	Separable Portion 2B	QPW.503.002.8698	19 September 2014	19 September 2014
7.	Separable Portion 2C	QPW.503.002.8774	16 September 2014	15 September 2014
8.	Separable Portion 2D	QPW.503.002.8808	26 September 2014	25 September 2014
9.	Separable Portion 3A	QPW.500.006.2255	25 July 2014	9 July 2014
10.	Separable Portion 3B	QPW.503.002.8996	8 August 2014	8 August 2014
11.	Separable Portion 4B	QPW.503.002.9298	16 March 2015	15 March 2015
12.	Separable Portion 4C	QPW.503.002.9385	22 December 2014	19 December 2014
13.	Separable Portion 4D/1	QPW.503.003.0032	2 April 2015	2 April 2015
14.	Separable Portion 4D/2	QPW.503.003.0074	28 May 2015	27 May 2015
15.	Separable Portion 4E/1	<i>To be provided following disclosure.</i>		
16.	Separable Portion 4F/1a	QPW.503.003.0188	28 May 2015	7 May 2015
17.	Separable Portion 4F/1b	QPW.503.003.0215	30 June 2015	28 May 2015

#	Stage	Doc ID	Date of Certificate	Date of Practical Completion
A	B	C	D	E
18.	Separable Portion 4F/2a	QPW.500.010.8717	22 September 2015	21 September 2015
19.	Separable Portion 4F/2b	QPW.503.003.0266	21 October 2015	14 October 2015
20.	Separable Portion 4G/1	QPW.503.003.1100	6 May 2015	24 April 2015
21.	Separable Portion 4G/2	QPW.503.003.1117	6 May 2015	24 April 2015
22.	Separable Portion 4H	QPW.503.003.1313	2 April 2015	2 April 2015
23.	Separable Portion 4I/1	QPW.503.003.1589	19 May 2015	12 May 2015
24.	Separable Portion 4I/2	QPW.503.003.2236	9 July 2015	25 June 2015
25.	Separable Portion 5A/1	QPW.503.003.2440	17 August 2015	27 August 2015 (as per Certificate 5A/1) 23 June 2015 (as per Contract)
26.	Separable Portion 5A/2	PAC.001.005.2283	26 August 2016	25 August 2015 (as per Contract) 27 August 2015 (as per Certificate 5A/1)
27.	Separable Portion 5B	QPW.503.003.2584	27 August 2015	27 August 2015
28.	Separable Portion 6A	QPW.503.003.2748	28 May 2015	27 May 2015
29.	Separable Portion 6B	QPW.503.003.2880	27 July 2015	11 June 2015
30.	Separable Portion 6C	QPW.503.003.2951	27 August 2015	30 July 2015
31.	Separable Portion 6D	PAC.001.005.2272	26 August 2015	25 August 2015
32.	Separable Portion 7	QPW.503.003.3603	2 September 2015	1 September 2015
33.	Separable Portion 8A	QPW.503.003.4021	3 May 2016	18 April 2016
34.	Separable Portion 8B/1	QPW.503.003.4323	21 April 2016	11 April 2016
35.	Separable Portion 8B/2	QPW.503.003.4363	5 April 2016	4 April 2016
36.	Separable Portion 8B/3	QPW.503.003.4782	1 June 2016	26 May 2016

#	Stage	Doc ID	Date of Certificate	Date of Practical Completion
A	B	C	D	E
37.	Separable Portion 8C	QPW.503.003.4859	6 June 2016	26 May 2016
38.	Separable Portion 8D	QPW.503.003.4880	6 June 2016	26 May 2016
39.	Separable Portion 8E	QPW.503.003.4983	25 July 2016	20 July 2016
40.	Separable Portion 9A	QPW.503.003.5056	2 August 2016	27 July 2016
41.	Separable Portion 9B	QPW.503.003.5056	30 November 2016	27 July 2016
42.	Separable Portion 10A	QPW.503.002.8558	9 March 2017	2 March 2017
43.	Separable Portion 10B	QPW.503.002.8559	31 March 2017	10 March 2017
44.	Separable Portion 10C/1	QPW.503.002.8560	22 March 2017	17 March 2017
45.	Separable Portion 10D	QPW.503.002.8562	7 April 2017	7 April 2017

Schedule 10 – Occupancy permits issued for Stage 7 Buildings

1. On each of the dates identified in **Column C**, Slatter issued an occupancy permit with respect to the part of the building identified in

Column D comprising the part of the Stage 7 Buildings identified in **Column E**.

#	Nuix document ID	Date issued	Part of building	Part of Stage 7
A	B	C	D	E
1.	QPW.500.006.1798	6 August 2014	K-Auto	K-Auto Tenancies
2.	QPW.500.007.0468	14 August 2014	Reject Shop Tenancy 025	Reject Shop Tenancy and Tenancy 025
3.	QPW.503.001.6185	27 August 2014	BWS	BWS Tenancy
4.	QPW.500.006.7234	19 September 2014	Supercheap Auto Midas	Supercheap Auto and Midas Tenancies
5.	QPW.503.002.9374	19 December 2014	Bingo Library	Bingo and Library Tenancies
6.	QPW.500.017.5787	2 April 2015	Tavern – Ground Tavern – First Floor Part LG Carpark including VT Node Exit Path	Tavern Tenancy
7.	QPW.503.003.1577	11 May 2015	Cinema Entry Ground Floor Vertical Transport First Floor Circulation Lobby and Exist Stair Cinema Foyer Extension and Games Area First Floor Level Ground Floor Corridor and Bin Store Adjacent VT Node	Cinemas Tenancy
8.	QPW.503.001.6188	19 May 2015	Gold Class Cinemas GC1 & GC2 First Floor Level Gold Class Lounge Kitchen and Amenities First Floor Level	Gold Class Cinemas Tenancy

CEM-1

#	Nuix document ID	Date issued	Part of building	Part of Stage 7
A	B	C	D	E
			Bio Box Extension Second Floor Level	
9.	QPW.500.017.5671	23 June 2015	Part Lower Ground and Ground Level Carpark (West End extending to Grid 33)	Lower Ground and Ground Level Carpark
10.	QPW.503.001.6255	24 June 2015	East Entry and Part East Mall to RE01	La Porchetta Tenancy
11.	QPW.503.001.6206	10 July 2015	Tenancy 245, 246, 247, 248 & T070a	Shops Tenancies
12.	QPW.500.017.5655	16 July 2015	JB Hi-Fi Part Mall form Tenancy RE01 to JB Hi-Fi Entry	JB Hi-Fi Tenancy
13.	QPW.500.010.2930	31 July 2015	Target	Target Tenancy
14.	QPW.500.010.5606	24 August 2015	Ground Floor – South West Mall and Specialty Shops Ground Floor – Mini Major MM07 Part Level One Carpark and VT Node Lower Ground Loading Dock	South West Mall
15.	QPW.503.001.6211	8 September 2015	Woolworths Tenancy	Woolworths Tenancy
16.	QPW.503.001.6219	14 October 2015	Tenancy 249, 250, 251, 252 and BOH Service Corridor	Shops Tenancies
17.	QPW.500.013.5805	13 July 2016	Remainder Ground Floor Carpark South East Remainder Lower Ground Carpark and VT Node South East excluding Carpark below Tavern previously approved	Ground Level and Lower Ground Carpark
18.	QPW.500.013.5783	13 July 2016	Ground floor – South East Mall and Specialty Shops First Floor Mall, RE 12 & RE 13 Ground Floor – Mini Majors MM05 & MM06 Remainder Level One Carpark and VT Node	Ground Floor, First Floor and Level One Carpark
19.	QPW.500.013.5795	13 July 2016	Myer – Ground Level Myer – First Floor	Myer Tenancy

#	Nuix document ID	Date issued	Part of building	Part of Stage 7
A	B	C	D	E
20.	QPW.503.001.6225	17 May 2017	Tenancy MM08 – Toys 'R' Us Warm Shell Base Building	Toys 'R' Us Tenancy

Schedule 11 – Defined Terms

The following are terms defined in the Statement of Claim and the paragraphs identified refer to the relevant paragraphs of the Statement of Claim.

28 April Letter Representations is defined in paragraph 200(b).

ACL is defined in paragraph 205(a).

Affected Tenant Loss is defined in paragraph 264.

Affected Tenants is defined in paragraph 262.

BCA is defined in paragraphs 19(b)(ii) and 37(a)(iii).

Building Act is defined in paragraph 37(a)(i).

Building Regulations is defined in paragraph 37(a)(ii).

Calibre is defined in paragraph 6.

Calibre 1507 Representations is defined in paragraph 199.

Calibre Certificates is defined in paragraph 196.

Calibre Consultant Agreement is defined in paragraph 15.

Calibre Monthly Statements is defined in the particulars to paragraph 120.

Calibre Novation Deed is defined in paragraph 16.

Calibre Reporting Obligations is defined in paragraph 119.

CCA is defined in paragraph 203.

Centre is defined in paragraph 10.

Cesarello is defined in paragraph 7.

Cesarello 1507 Representations is defined in paragraph 198.

Cesarello Certificates is defined in paragraph 103.

Confinement Tie Rectification is defined in paragraph 253(c).

D&C Contract is defined in paragraph 31.

Diminution of Value Loss is defined in paragraph 255.

Dispensation is defined in paragraph 40(b).

Durability Loss is defined in paragraph 256(b).

Earthquake Representation is defined in paragraph 200(b)(iii).

EDC II is defined in paragraph 64.

Final structural design is defined in paragraph 43(c).

FIOA is defined in paragraph 32(a).

Gardner is defined in paragraph 8.

Gardner Consultant Agreement is defined in paragraph 24.

Gardner Novation Deed is defined in paragraph 25.

General Conditions is defined in paragraph 32(b).

Impartial Engineer is defined in paragraph 174(b)(ii).

Independent Engineer is defined in paragraph 174(b)(i).

Maintenance Loss is defined in paragraph 256(a).

Mitigation Works is defined in paragraph 258.

Monthly Statement Representations is defined in paragraph 213.

MPN is defined in paragraph (a) of the particulars to paragraph 250(a).

Novation Representation is defined in paragraph 211.

Oversized blocks is defined in paragraph 47.

Periodic Inspections is defined in paragraph 250(b)(i).

Permanent Centre Loss is defined in paragraph 261.

Permanent Rectification Works is defined in paragraph 251.

Permit Representations is defined in paragraph 226.

Preliminary Design Representation is defined in paragraph 238.

Principal's Project Requirements (PPR) is defined in paragraph 34.

Probuild is defined in paragraph 3.

Probuild Design Obligations is defined in paragraph 127.

QIC is defined in paragraph 2.

Reinforced concrete design defects is defined in paragraph 116.

Risk of Harm is defined in paragraph 187.

Satisfaction Loss is defined in paragraph 257.

Seismic design defects is defined in paragraph 116.

Simplified design is defined in paragraph 66(b).

Slatter is defined in paragraph 9.

Slatter Memo is defined in paragraph (e) of the particulars to paragraph 172.

Spencer is defined in paragraph 103.

Spencer Certificates is defined in paragraph 103.

Stage 7 Buildings is defined in paragraph 13.

Stage 7 Works is defined in paragraph 13.

Temporary Measures is defined in paragraph 250(a).

Total Losses is defined in paragraph 266.

Wadren is defined in paragraph 1.

Form 2
Version 3, approved 8/10/2018

Rule 2.2
UCPR Schedule 1A

ORIGINATING APPLICATION
SUPREME COURT OF QUEENSLAND

REGISTRY: Brisbane
NUMBER: ~~35~~ 1333 of 2023

IN THE MATTER OF PROBUILD CONSTRUCTIONS (AUST) PTY LTD (SUBJECT TO A
DEED OF COMPANY ARRANGEMENT)
ACN: 095 250 945

First applicant: WADREN PTY LTD (ACN 005 537 235) IN ITS
CAPACITY AS TRUSTEE FOR THE HOPPERS
CROSSING UNIT TRUST (ABN 83 405 769 465)

AND

Second applicant: QIC WERRIBEE PTY LTD (ACN 624 121 204) IN ITS
CAPACITY AS TRUSTEE FOR THE QIC WERRIBEE
TRUST (ABN 76 994 021 211)

AND

First respondents: SALVATORE ALGERI, JASON TRACY, DAVID ORR
AND MATT DONNELLY IN THEIR CAPACITIES AS
DEED ADMINISTRATORS OF THE DEED
COMPANIES (LISTED IN SCHEDULE 2)

AND

Second respondent: PROBUILD CONSTRUCTIONS (AUST) PTY LTD
(ACN 095 250 945) (SUBJECT TO A DEED OF
COMPANY ARRANGEMENT)

A. DETAILS OF APPLICATION

This application is made under section 600K of the *Corporations Act 2001* (Cth)
(*Corporations Act*) and section 79-90 of the Insolvency Practice Schedule (*IPS*) contained
in Schedule 2 to the *Corporations Act*

Originating application
Filed on behalf of: the applicants
Form 2 – Rule 2.2

Allens
Level 26, 480 Queen Street
Brisbane QLD 4000
Tel (07) 3334 3000
Fax (07) 3334 3444
Email Michael.Illot@allens.com.au
Ref MGIB-CSMB:120994226

FILED 80/077600v1 120994226

On the facts stated in the supporting affidavit the Applicants apply for orders that, pursuant to section 600K of the Corporations Act and section 70-90 of the IPS:

1. The First Respondents give to the First Applicant and the Second Applicant the following relevant material and information:
 - (a) In respect of the professional indemnity insurance policies which insured Probuild Constructions (Aust) Pty Ltd (**Probuild**) issued by AIG Limited, Starr Underwriting Agents Limited for and on behalf of Lloyd's Underwriter Syndicate No. 1919 CVS and HCC International Insurance Company PLC covering the 30 June 2020 to 30 June 2022 policy years, all documents (including letters, emails, faxes, file notes and other written communications, whether electronic or hard copy) (**Documents**), that are or have been in the possession, custody or power of Probuild, relating to any notification made by Probuild in respect of:
 - (i) the Notification of Claim (as defined in paragraph 11 of the affidavit of Corin Eileen Morcom affirmed on 20 October 2023 to be filed with this application (**Morcom Affidavit**));
 - (ii) the Structural Defects (as defined in paragraph 12 of the Morcom Affidavit);
 - (iii) the Non-structural Defects (as defined in paragraph 14 of the Morcom Affidavit); and
 - (iv) the Other Defects (as defined in paragraph 13 of the Morcom Affidavit),
 (collectively, the **Claims**).
 - (b) In respect of the excess professional indemnity insurance policies held by Probuild for the policy years 30 June 2019 to 30 June 2022, all Documents that are or have been in the possession, custody or power of Probuild relating to any notification of the Claims under those policies
 - (c) All Documents that are or have been in the possession, custody or power of Probuild that relate to the remaining limit of indemnity or the extent to which the limit of indemnity on each policy has been exhausted or eroded in respect of each of:
 - (i) the policies referred to in paragraphs 1(a) and (b); and

- (ii) the professional indemnity insurance policies which Insured Probuild issued by AIG Limited, Starr Underwriting Agents Limited for and on behalf of Lloyd's Underwriter Syndicate No. 1919 CVS and HCC International Insurance Company PLC covering the 30 June 2019 to 30 June 2020 policy year,

(collectively, the *Relevant Policies*).

- (d) In the alternative to (c), confirmation of the remaining limit of indemnity or the extent to which the limit of indemnity on each policy has been exhausted or eroded in respect of each of the Relevant Policies.
- (e) All Documents that are or have been in the possession, custody or power of Probuild relating to whether any other claims have been made upon any of the Relevant Policies and the details of any such claims, including any resolution of them.
- (f) In the alternative to (e), confirmation of whether any other claims have been made upon any of the Relevant Policies and the details of any such claims, including any resolution of them.
- (g) All Documents that are or have been in the possession, custody or power of Probuild relating to any correspondence between Probuild or the First Respondents (in their capacity as administrators or deed administrators of Probuild) and any relevant insurer in relation to the remaining limit of indemnity on each of the Relevant Policies.

2. The First Respondents give to the First Applicant all Documents that are or have been in the possession, custody or power of Probuild relating to any correspondence between Probuild or the First Respondents (in their capacity as administrators or deed administrators of Probuild) and any relevant insurer in relation to the grant or denial of indemnity, and the conditions imposed on any grant of indemnity, in respect of the Claims under the policies referred to in 1(a) and 1(b) above.
3. The First Respondents give to the Second Applicant all Documents that are or have been in the possession, custody or power of Probuild relating to any correspondence between Probuild or the First Respondents (in their capacity as administrators or deed administrators of Probuild) and any relevant insurer in relation to the grant or denial of indemnity, and the conditions imposed on any grant of indemnity, in respect of the Claims under the Relevant Policies.

4. The material and information ordered to be given under paragraphs 1 to 3 above is limited to nominated representatives of the Applicants on terms that, prior to receiving that material and information, they sign the confidentiality undertaking attached in Schedule 1.
5. The Applicants have leave, nunc pro tunc, to begin and proceed against the Second Respondent in respect of this proceeding pursuant to section 444E(3) of the Corporations Act 2001 (Cth).
6. The First Applicant and the Second Applicant pay the First Respondents' reasonable costs in complying with any order made compelling production pursuant to section 70-90 of the IPS.
7. Such other relief as the Honourable Court deems fit.
8. There be no order as to costs.

Date: 20 October 2023



Signature the applicants' legal practitioner

B. NOTICE TO RESPONDENTS

TO: Salvatore Algeri, Jason Tracy, David Orr And Matt Donnelly in their capacities as Deed Administrators of the Deed Companies (listed in Schedule 2)

Of: C/- Deloitte Financial Advisory
477 Collins Street
Melbourne VIC 3000
dlinaker@deloitte.com.au

TO: Probuild Constructions (Aust) Pty Ltd (ACN 095 250 945) (Subject To A Deed Of Company Arrangement)

Of: C/- Deloitte Financial Advisory
477 Collins Street
Melbourne VIC 3000

This application will be heard by the Court at Law Courts Complex, 304 George Street, Brisbane at 10 am on 27 October 2023.

If you wish to oppose this application or to argue that any different order should be made, you must appear before the Court in person or by your lawyer and you shall be heard. If you do not appear at the hearing the orders sought may be made without further notice to you. In addition you must before the day for hearing file a notice of appearance in this Registry. The notice should be in Form 4. You must serve a copy of it at the applicant's address for service shown in this application as soon as possible.

C. FILING

Date of filing: 20 OCT 2023



This originating application is filed by Allens, solicitor for the Applicants.

D. SERVICE

The applicants' address for service is:

Applicants' solicitor:	Michael Hott
And firm name:	Allens
Address for service:	Level 26, 480 Queen Street, Brisbane QLD 4000
Telephone:	(07) 3334 3000
Fax:	(07) 3334 3444

It is intended to serve a copy of this originating application on each respondent and on any person listed below:

- 1 Salvatore Algeri, Jason Tracy, David Orr And Matt Donnelly in their capacities as Deed Administrators of the Deed Companies (listed in Schedule 2).
2. Probuild Constructions (Aust) Pty Ltd (ACN 095 250 945) (Subject to a Deed of Company Arrangement)

SCHEDULE 1 - CONFIDENTIALITY UNDERTAKING

Name:

Position:

Company:

Address:

In this undertaking,

"**Confidential Document**" means a document or information given by the Disclosing Party pursuant to orders made in the Proceeding.

"**Confidentiality Undertaking**" means a confidentiality undertaking in the form of this undertaking.

"**Court**" means the Supreme Court of Queensland.

"**Disclosing Party**" means the respondent giving the Confidential Document pursuant to orders made in the Proceeding.

"**Proceeding**" means Supreme Court of Queensland proceeding [*to be inserted*].

"**Receiving Party**" means the party receiving the Confidential Document pursuant orders made in the Proceeding.

I hereby undertake to the Disclosing Party that:

1. I will keep confidential any Confidential Document.
2. I will not use any Confidential Document for a purpose other than:
 - (a) the purpose of the Proceeding;
 - (b) considering whether the Applicants (or one of them) commence or continue proceedings against the Respondents (or one or more of them) or against any insurers in relation to the Claims (as that term is defined in the originating application filed [*to be inserted*]) (a **Separate Proceeding**). For the avoidance of doubt, Supreme Court of Victoria Proceeding S EC1 2023 00960 is a Separate Proceeding for this undertaking; or

Originating application
Filed on behalf of: the applicants
Form 2 – Rule 2.2

Allens
Level 26, 480 Queen Street
Brisbane QLD 4000
Tel (07) 3334 3000
Fax (07) 3334 3444
Email Michael.Illot@allens.com.au
Ref MGIB:CSMB:120994226

EDSE 607077600v1 12099-226

- (c) the purpose of any Separate Proceeding.
3. I will not disclose any Confidential Document to any person except:
- (a) the following persons:
 - i. external counsel and solicitors (including partners and staff whether legal practitioners or otherwise) retained by the Receiving Party to the Proceeding or any Separate Proceeding;
 - ii. employees or nominated representatives of the Receiving Party who have executed a Confidentiality Undertaking;
 - iii. employees, directors, officers or nominated representatives of related bodies corporate of the Receiving Party who have executed a Confidentiality Undertaking;
 - iv. third party experts or consultants retained by the Receiving Party who have executed a Confidentiality Undertaking;
 - v. third party litigation support personnel retained by the Receiving Party who have executed a Confidentiality Undertaking; or
 - (b) to a Judge or employee of the Court; or
 - (c) with the written consent of the Disclosing Party or its solicitors; or
 - (d) with the leave of the Court; or
 - (e) as compelled by law.
4. I acknowledge that my obligations under this undertaking will continue after the conclusion of the Proceeding and any Separate Proceeding, and any appeals therefrom.
5. At the conclusion of the Proceeding and any Separate Proceeding, and any appeals therefrom, I will, upon the written request of the first respondents, take reasonable steps to:
- (a) destroy any hard copies of Confidential Documents; and
 - (b) delete any electronic copies of Confidential Documents

Signature:

Date:

SUPREME COURT OF QUEENSLAND

REGISTRY: Brisbane
NUMBER: of 2023

PROBUILD CONSTRUCTIONS (AUST) PTY LTD (SUBJECT TO A DEED OF COMPANY
ARRANGEMENT)
ACN: 095 250 945

SCHEDULE 2 – DEED COMPANIES

WBHO Australia Pty Ltd (Subject To A Deed Of Company Arrangement) ACN 095 983 681

WBHO Construction Australia Pty Ltd (Subject To A Deed Of Company Arrangement) ACN
149 901 931

Northcoast Holdings Pty Ltd (Subject To A Deed Of Company Arrangement) ACN 009 296
780

Probuild Constructions (Aust) Pty Ltd (Subject To A Deed Of Company Arrangement) ACN
095 250 945

Probuild Civil Pty Ltd (Formerly Probuild Civil (Qld) Pty Ltd (Subject To A Deed Of Company
Arrangement) ACN 010 870 587

PCA (Qld) Pty Ltd (Subject To A Deed Of Company Arrangement) (Formerly Probuild
Constructions (Qld) Pty Ltd) ACN 141 148 245

Probuild Constructions (NSW) Pty Ltd (Subject To A Deed Of Company Arrangement) ACN
165 675 874

Probuild Constructions (VIC) Pty Ltd (Subject To A Deed Of Company Arrangement) ACN
165 675 865

Probuild Constructions (WA) Pty Ltd (Subject To A Deed Of Company Arrangement) ACN
165 676 095

Probuild Constructions (QLD) Pty Ltd (Subject To A Deed Of Company Arrangement) ACN
166 966 034

ACN 098 866 794 Pty Ltd (Subject To A Deed Of Company Arrangement) (Formerly
Probuild Constructions (NSW) Pty Ltd) ACN 098 866 794

Contexx Holdings Pty Ltd (Subject To A Deed Of Company Arrangement) ACN 144 707 022

Contexx Pty Ltd (Subject To A Deed Of Company Arrangement) ACN 147 249 786

Prodev Murphy Pty Ltd (Subject To A Deed Of Company Arrangement) ACN 120 758 803

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Prodev Investments 4 Pty Ltd (Subject To A Deed Of Company Arrangement) ACN 629 246 653

Monaco Hickey Pty Ltd (Subject To A Deed Of Company Arrangement) ACN 144 945 611

Date: 20 October 2023