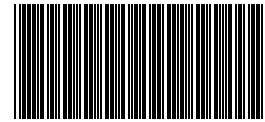




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Form 9
UCPR 9.1

THIRD CROSS-CLAIM STATEMENT OF CROSS-CLAIM

COURT DETAILS

Court	Supreme Court of NSW
Division	Common Law
List	Common Law General
Registry	Supreme Court Sydney
Case number	2024/00338021

TITLE OF PROCEEDINGS

First Plaintiff	Adam James Bray
First Defendant	TRANSPORT FOR NSW ABN 18804239602
Second Defendant	ACCIONA INFRASTRUCTURE PROJECTS AUSTRALIA PTY LTD
Number of defendants	3

TITLE OF THIS CROSS-CLAIM

First Cross-claimant	AECOM COST CONSULTING PTY LTD
First Cross-defendant	BRETT ANDREW BUTTON
Second Cross-defendant	LINQ BUSLINES PTY. LTD.
Number of cross-defendants	7

FILING DETAILS

Filed for	AECOM COST CONSULTING PTY LTD, Cross Claimant 1
Filed in relation to	Plaintiff's claim
Legal representative	Gregory McKenzie
Legal representative reference	
Contact name and telephone	Natale Ilardo
Your reference	GJM:2129148

NOTICE OF LISTING

A Notice of Listing will be attached and served with this statement of cross claim.

ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Statement of Cross Claim (e-Services), along with any other documents listed below, were filed by the Court.

Statement of Cross Claim (UCPR 9) (2025.10.27 - Third Cross-Claim.pdf)

[attach.]

Form 9 (version 6)
UCPR 9.1

THIRD CROSS-CLAIM STATEMENT OF CROSS-CLAIM

COURT DETAILS

Court	Supreme Court of New South Wales
Division	Common Law
List	General
Registry	Sydney
Case number	2024/00338021

TITLE OF PROCEEDINGS

Plaintiff	ADAM JAMES BRAY
First defendant	TRANSPORT FOR NEW SOUTH WALES ABN 18 804 239 602
Number of defendants	3

TITLE OF THIS CROSS-CLAIM (THIRD CROSS-CLAIM)

Cross-claimant	AECOM COST CONSULTING PTY LIMITED ACN 008 657 289
First cross-defendant	BRETT ANDREW BUTTON
Number of cross-defendants	7 Refer to Party Details at rear for full list of parties

FILING DETAILS

Filed for	AECOM Cost Consulting Pty Limited , cross-claimant
Legal representative	Greg McKenzie Lander & Rogers
Legal representative reference	PCN: P0000755 VIC Ref: GJM:2129148
Contact name and telephone	Natale Ilardo Tel. +61 2 8020 7847
Contact email	nilardo@landers.com.au

RELIEF CLAIMED

The cross-claimant claims:

As against the first cross-defendant (**Mr Button**)

1. A declaration that the Cross-Claimant (**ACC**) is entitled to contribution, in equity, under s 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW) and, or alternatively, under s 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW), from Mr Button in respect of any damages which ACC may be liable to pay to the Plaintiff in these proceedings.
2. Judgment for ACC against Mr Button in the amount of the contribution.

As against the second cross-defendant (**Linq**)

3. A declaration that ACC is entitled to contribution, in equity, under s 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW) and, or alternatively, under s 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW), from Linq in respect of any damages which ACC may be liable to pay to the Plaintiff in these proceedings.
4. Judgment for ACC against Linq in the amount of the contribution.

As against the third cross-defendant (**TfNSW**)

5. A declaration that ACC is entitled to contribution, in equity, under s 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW) and, or alternatively, under s 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW), from TfNSW in respect of any damages which ACC may be liable to pay to the Plaintiff in these proceedings.
6. Judgment for ACC against TfNSW in the amount of the contribution.

As against the fourth cross-defendant (**Acciona**)

7. A declaration that ACC is entitled to contribution, in equity, under s 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW) and, or alternatively, under s 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW), from Acciona in respect of:
 - (a) any damages which ACC may be liable to pay to the Plaintiff in these proceedings;
and, or alternatively
 - (b) any damages which ACC may be liable to pay to TfNSW in these proceedings.
8. Judgment for ACC against Acciona in the amount of the contribution.

As against the fifth cross-defendant (**SKM**)

9. A declaration that ACC is entitled to contribution, in equity, under s 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW) and, or alternatively, under s 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW), from SKM in respect of:
 - (a) any damages which ACC may be liable to pay to the Plaintiff in these proceedings;
and, or alternatively
 - (b) any damages which ACC may be liable to pay to TfNSW in these proceedings;
and, or alternatively
 - (c) any damages which ACC may be liable to pay to Acciona in these proceedings.
10. Judgment for ACC against SKM in the amount of the contribution.

As against the sixth cross-defendant (**SMEC**)

11. A declaration that ACC is entitled to contribution, in equity, under s 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW) and, or alternatively, under s 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW), from SMEC in respect of:
 - (a) any damages which ACC may be liable to pay to the Plaintiff in these proceedings;
and, or alternatively
 - (b) any damages which ACC may be liable to pay to TfNSW in these proceedings;
and, or alternatively
 - (c) any damages which ACC may be liable to pay to Acciona in these proceedings.
12. Judgment for ACC against SMEC in the amount of the contribution.

As against the seventh cross-defendant (**GHD**):

13. A declaration that GHD is, pursuant to the GHD Subcontract, liable to indemnify ACC in respect of any of the Plaintiff Claims, the TfNSW Claims, and / or the Acciona Claims that succeed on the basis of a Verification Related Breach.
14. A declaration that ACC is entitled to contribution, in equity, under s 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW) and, or alternatively, under s 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW), from GHD in respect of:
 - (a) any damages which ACC may be liable to pay to the Plaintiff in these proceedings;
and, or alternatively;
 - (b) any damages which ACC may be liable to pay to TfNSW in these proceedings;
and, or alternatively
 - (c) any damages which ACC may be liable to pay to Acciona in these proceedings.

15. Judgment for ACC against GHD in the amount of the contribution.

And as against all cross-defendants:

16. Interest

17. Costs.

18. Interest on costs.

19. Such further or other order as the Court thinks fit.

PLEADING AND PARTICULARS

1. Aecom Costs Consulting Pty Limited (**ACC**) advances this cross-claim in the event (which is denied) that ACC is liable to the plaintiff or any group members for loss as pleaded in the Amended Statement of Claim (**ASOC**), and/or to Transport for New South Wales (**TfNSW**) in respect of the matters pleaded in the First Cross-Claim Statement of Cross-Claim (**First Cross-Claim**), and/or to Acciona Infrastructure Projects Pty Ltd (**Acciona**) in respect of the matters pleaded in the Second Cross-Claim Statement of Cross-Claim (**Second Cross-Claim**).

Brett Andrew Button

2. The first cross-defendant, Brett Andrew Button (**Mr Button**), was at all material times the driver of the bus the subject of the plaintiff's claim in these proceedings.

3. As the driver of the bus, Mr Button owed:

- (a) to each passenger of the bus (including any group members who were passengers) a duty to take reasonable care to avoid harm to them from the manner in which he drove the bus; and
- (b) to the plaintiff and other group members who were not passengers a duty to take reasonable care not to cause mental harm to them from the manner in which he drove the bus.

4. At the time of the crash, Mr Button was driving in a manner dangerous to other persons, in that he:

- (a) was under the influence of Tramadol to the degree that there was impairment of his driving ability, having consumed Tramadol in a quantity exceeding the maximum recommended by medical professionals, and knowing that consuming substantial amounts of Tramadol had the capacity to affect his ability to drive;
- (b) engaged in risk-taking behaviour; and
- (c) drove too quickly to safely negotiate the roundabout.

Particulars

Statement of Agreed Facts dated 3 May 2024, filed in the District Court of New South Wales, [9]

5. In doing so, Mr Button breach his duty of care to the plaintiff and to each group member.
6. By reason of the matters pleaded in paragraphs 3 to 5 above, , if ACC is liable to the plaintiff or any group members for loss, then:
 - (a) Mr Button is a tortfeasor liable to the plaintiff and each group member for the same damage;
 - (b) ACC and Mr Button have a coordinate liability;
 - (c) if and to the extent that ACC discharges that coordinate liability, in whole or in part, then Mr Button is liable to contribute to ACC an amount that is just and equitable, by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

Linq Buslines

7. The second cross-defendant, Linq Buslines Pty Ltd (**Linq Buslines**), is:
 - (a) a company registered under the *Corporations Act 2001* (Cth); and
 - (b) capable of being sued in its own name.
8. Linq Buslines was at all material times the employer of Mr Button.
9. At the time of the incident the subject of these proceedings, Mr Button was driving a bus provided by Linq Buslines, as part of Linq Buslines' business.
10. The acts and omissions of Mr Button pleaded in paragraph 4 above occurred in the course of his duties as an employee bus driver of Linq Buslines.
11. In the premises of paragraphs 8 to 10 above, Linq Buslines is vicariously liable for the acts and omissions of Mr Button in breach of his duty of care to the plaintiff and to group members.
12. By reason of the matters pleaded in paragraphs 2 to 11 above, if ACC is liable to the plaintiff or any group members for loss, then:

- (a) Linq Buslines is a tortfeasor who would, if sued, be liable to the plaintiff and each group member for the same damage;
- (b) ACC and Linq Buslines have a coordinate liability;
- (c) if and to the extent that ACC discharges that coordinate liability, in whole or in part, then Mr Button is liable to contribute to ACC an amount that is just and equitable, by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

Transport for NSW

- 13. The third cross-defendant, TfNSW, is a corporation duly constituted by section 3C(1) of the *Transport Administration Act 1988* (NSW) as amended by the *Transport Administration Amendment (RMS Dissolution) Act 2019* (NSW).
- 14. As at 11 June 2023, and at all material times, TfNSW had responsibility for the design, construction, management and maintenance of the main road known as M220, being Wine Country Drive and the Greta Interchange.
- 15. Without admissions and for the purposes of this cross-claim only, ACC:
 - (a) repeats the allegations in paragraphs 3 to 11 of the ASOC against TfNSW, which contain the plaintiff's claim for damages against TfNSW for breach of a duty of care (which is not admitted); and
 - (b) repeats the allegations in paragraphs 25 to 33 of the ASOC against ACC, which contain the plaintiff's claim for damages against ACC for breach of a duty of care (which is denied).
- 16. If the plaintiff's claims against TfNSW and against ACC are established and both TfNSW and ACC are liable to the plaintiff (which is denied):
 - (a) TfNSW is a tortfeasor liable to the plaintiff and each group member for the same damage;
 - (b) ACC and TfNSW have a coordinate liability;
 - (c) if and to the extent ACC discharges that coordinate liability, in whole or in part, then TfNSW is liable to contribute to ACC an amount that is just and equitable, by reason of:
 - (i) equitable contribution;

- (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).
- 17. If Acciona's claims pleaded in the Second Cross-Claim against TfNSW and against ACC are established and both TfNSW and ACC are liable to Acciona (which is denied):
 - (a) TfNSW is a tortfeasor liable to Acciona;
 - (b) ACC and TfNSW have a coordinate liability;
 - (c) if and to the extent that ACC discharges that coordinate liability, in whole or in part, then TfNSW is liable to contribute to ACC an amount that is just and equitable, by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

Acciona Infrastructure Projects Australia Pty Ltd

- 18. The fourth cross-defendant, Acciona, is:
 - (a) a company registered under the *Corporations Act 2001* (Cth), and
 - (b) capable of being sued in its own name.
- 19. Without admissions and for the purposes of this cross-claim only, ACC:
 - (a) repeats the allegations in paragraphs 12 to 24 of the ASOC against Acciona, which contain the plaintiff's claim for damages against Acciona for breach of a duty of care (which is not admitted);
 - (b) repeats the allegations in paragraphs 25 to 33 of the ASOC against ACC, which contain the plaintiff's claim for damages against ACC for breach of a duty of care (which is denied);
 - (c) repeats the allegations in paragraphs 13 to 21 and 27 to 29 of the First Cross-Claim against Acciona, which contain TfNSW's claims for damages against Acciona for breach of a duty of care and contract (which is not admitted);
 - (d) repeats the allegations in paragraphs 30 to 34 and 40 to 42 of the First Cross-Claim against ACC, which contain TfNSW's claims for damages against ACC for breach of a duty of care (which is denied).

20. If the plaintiff's claims pleaded in the ASOC against Acciona and against ACC are established and both Acciona and ACC are liable to the plaintiff (which is denied):
- (a) Acciona is a tortfeasor liable to the plaintiff and each group member for the same damage;
 - (b) ACC and Acciona have a coordinate liability;
 - (c) if and to the extent that ACC discharges that coordinate liability, in whole or in part, then Acciona is liable to contribute to ACC an amount that is just and equitable, by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).
21. If TfNSW's claims pleaded in the First Cross-Claim against Acciona and against ACC are established and both Acciona and ACC are liable to TfNSW (which is denied):
- (a) Acciona is a tortfeasor liable to TfNSW;
 - (b) ACC and Acciona have a coordinate liability;
 - (c) if and to the extent that ACC discharges that coordinate liability, in whole or in part, then Acciona is liable to contribute to ACC an amount that is just and equitable, by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

Jacobs Group (Australia) Pty Ltd

22. The fifth cross-defendant, Jacobs Group (Australia) Pty Ltd:
- (a) is a company incorporated under the *Corporations Act 2001* (Cth);
 - (b) is capable of being sued in its own name and corporate style; and
 - (c) was formerly known as Sinclair Knight Merz Pty Ltd ACN 001 024 095 (**SKM**).
23. Without admissions and for the purposes of this cross-claim only, ACC:

- (a) repeats the allegations in paragraphs 25 to 33 of the ASOC against ACC, which contain the plaintiff's claim for damages against ACC for breach of a duty of care (which is denied);
 - (b) repeats the allegations in paragraphs 30 to 34 and 40 to 42 of the First Cross-Claim against ACC, which contain TfNSW's claims for damages against ACC for breach of a duty of care (which is denied);
 - (c) repeats the allegations in paragraphs 49 to 66 and 70 to 71 of the Second Cross-Claim against ACC, which contain Acciona's claim for damages against ACC for breach of a duty of care (which is denied); and
 - (d) repeats the allegations in paragraphs 15 to 36 and 40 to 41 of the Second Cross-Claim against SKM, which contain Acciona's claim for damages against SKM for breach of a duty of care.
- 24. If ACC owed the plaintiff and group members the duty pleaded in paragraph 32 of the ASOC, or at all, then by undertaking design work under the DJV Subcontract (as defined in paragraph 17 of the Second Cross-Claim), SKM owed the plaintiff and group members a duty:
 - (a) to exercise reasonable skill and care in the performance of that work;
 - (b) at least equivalent in scope to that owed by ACC in respect of that work;
 - (c) alternatively, coextensive in part with the duty owed by ACC.
- 25. If ACC owed TfNSW the duty pleaded in paragraph 37 of the First Cross-Claim, or at all, then by undertaking design work under the DJV Subcontract, SKM owed TfNSW a duty:
 - (a) to exercise reasonable skill and care in the performance of that work;
 - (b) at least equivalent in scope to that owed by ACC in respect of that work;
 - (c) alternatively, coextensive in part with the duty owed by ACC.
- 26. If ACC owed Acciona the duty pleaded in paragraph 72 of the Second Cross-Claim, or at all, then by undertaking design work under the DJV Subcontract, SKM owed Acciona a duty:
 - (a) to exercise reasonable skill and care in the performance of that work;
 - (b) at least equivalent in scope to that owed by ACC in respect of that work;
 - (c) alternatively, coextensive in part with the duty owed by ACC.
- 27. If any of the breaches of duty alleged by the plaintiff, and/or by TfNSW, and/or by Acciona with respect to the verification and certification of the design of the interchange, they are breaches of duty by SKM.

28. If ACC is liable to the plaintiff, and/or to TfNSW, and/or to Acciona for loss caused by any breach of duty with respect to the verification and certification of the design of the interchange, then:
- (a) by reason of the matters pleaded in paragraphs 23 to 27 above, ACC and SKM have a coordinate liability;
 - (b) if and to the extent ACC discharges that coordinate liability in whole or in part, then SKM is liable to contribute to ACC an amount that is just and equitable, by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

SMEC Australia Pty Ltd

29. The sixth cross-defendant, SMEC Australia Pty Ltd (**SMEC**):
- (a) is a company incorporated under the *Corporations Act 2001* (Cth); and
 - (b) is capable of being sued in its own name and corporate style.
30. Without admissions and for the purposes of this cross-claim only, ACC:
- (a) repeats the allegations in paragraphs 25 to 33 of the ASOC against ACC, which contain the plaintiff's claim for damages against ACC for breach of a duty of care (which is denied);
 - (b) repeats the allegations in paragraphs 30 to 34 and 40 to 42 of the First Cross-Claim against ACC, which contain TfNSW's claims for damages against ACC for breach of a duty of care (which is denied);
 - (c) repeats the allegations in paragraphs 49 to 66 and 70 to 71 of the Second Cross-Claim against ACC, which contain Acciona's claim for damages against ACC for breach of a duty of care (which is denied); and
 - (d) repeats the allegations in paragraphs 15 to 36 and 40 to 41 of the Second Cross-Claim against SMEC, which contain Acciona's claim for damages against SMEC for breach of a duty of care.
31. If ACC owed the plaintiff and group members the duty pleaded in paragraph 32 of the ASOC, or at all, then by undertaking design work under the DJV Subcontract (as defined in paragraph 17 of the Second Cross-Claim), SMEC owed the plaintiff and group members a duty:

- (a) to exercise reasonable skill and care in the performance of that work;
 - (b) at least equivalent in scope to that owed by ACC in respect of that work;
 - (c) alternatively, coextensive in part with the duty owed by ACC.
- 32. If ACC owed TfNSW the duty pleaded in paragraph 37 of the First Cross-Claim, or at all, then by undertaking design work under the DJV Subcontract, SMEC owed TfNSW a duty:
 - (a) to exercise reasonable skill and care in the performance of that work;
 - (b) at least equivalent in scope to that owed by ACC in respect of that work;
 - (c) alternatively, coextensive in part with the duty owed by ACC.
- 33. If ACC owed Acciona the duty pleaded in paragraph 72 of the Second Cross-Claim, or at all, then by undertaking design work under the DJV Subcontract, SMEC owed Acciona a duty:
 - (a) to exercise reasonable skill and care in the performance of that work;
 - (b) at least equivalent in scope to that owed by ACC in respect of that work;
 - (c) alternatively, coextensive in part with the duty owed by ACC.
- 34. If any of the breaches of duty alleged by the plaintiff, and/or by TfNSW, and/or by Acciona with respect to the verification and certification of the design of the interchange, they are breaches of duty by SMEC.
- 35. If ACC is liable to the plaintiff, and/or to TfNSW, and/or to Acciona for loss caused by any breach of duty with respect to the verification and certification of the design of the interchange, then:
 - (a) by reason of the matters pleaded in paragraphs 30 to 34 above, ACC and SMEC have a coordinate liability;
 - (b) if and to the extent ACC discharges that coordinate liability in whole or in part, then SMEC is liable to contribute to ACC an amount that is just and equitable, by reason of:
 - (i) equitable contribution;
 - (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
 - (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

GHD Pty Ltd

36. The seventh cross-defendant, GHD Pty Ltd (**GHD**):

- (a) is a company incorporated under the *Corporations Act 2001* (Cth); and
 - (b) is capable of being sued in its own name and corporate style.
- 37. On or around 29 October 2010, the RTA, Acciona and ACC (then known as Davis Langdon) entered into a deed referred to as the Deed of Appointment of Project Verifier.
- 38. Under the Deed of Appointment of Project Verifier, ACC:
 - (a) accepted an appointment by each of RTA and Acciona as project verifier;
 - (b) agreed to provide the services in Schedule 2 to the deed (Verification Services), which included, but was not limited to, obligations under cll 12.2(b), (d) and (h) of the Design and Construct Project Deed in respect of the preparation of Design Documentation (as defined in the Design and Construct Project Deed).
- 39. Under the Deed of Appointment of Project Verifier, ACC was required to subcontract to GHD the design verification part of the Verification Services.

Particulars

- (i) Deed of Appointment of Project Verifier, clause 3.4(c)
- 40. On or about 3 December 2010, ACC (then known as Davis Langdon) entered into a subcontract with GHD (**GHD Subcontract**), pursuant to which GHD agreed to provide the Services (as defined in the GHD Subcontract) to ACC.

Particulars

- (i) The full title of the GHD Subcontract is 'Independent Contractor Agreement'.
- 41. It was a term of the GHD Subcontract that GHD acknowledged that it:
 - (a) had received a copy of the Deed of Appointment of Project Verifier and that it had read, was familiar with and understood and appreciated the terms of the Deed of Appointment of Project Verifier to the extent it related to the Services;
 - (b) was obliged to observe the obligations of ACC under the Deed of Appointment of Project Verifier and Project Deed as relevant to the Services and would perform and discharge its obligations under the GHD Subcontract to enable ACC to perform and discharge its corresponding obligations and exercise its rights as relevant to the Services; and
 - (c) would not breach any obligations under the GHD Subcontract which may cause ACC to be in breach of its obligations or to not be capable of exercising its rights under the Deed of Appointment of Project Verifier.

Particulars

(i) GHD Subcontract, clause 2.1.

42. It was a term of the GHD Subcontract that GHD warranted to ACC that GHD would perform the Services (as defined in the GHD Subcontract):

- (a) in accordance with the GHD Subcontract;
- (b) in compliance with all laws (including ordinances, by-laws and regulations), legislative requirements, authorities and any other relevant standards or codes; and
- (c) with the degree of professional care, knowledge, skill, expertise, experience and care which would be reasonably expected of an expert professional providing services similar to the Services within the design and construction industry generally and the design and construction of major engineering works in particular.

Particulars

(i) GHD Subcontract, clause 2.2.

43. The Services to be provided by GHD included:

- (a) Review of design documentation for each design package for compliance with the Project Deed including the Scope of Works and Technical Criteria (**SWTC**);
- (b) Comment on and monitor the development of the design;
- (c) Review of the final design documentation for each design package;
- (d) Review Acciona's Design Consultant's verification of final design documentation and schedules;
- (e) Record any design departures from the requirements of the Project Deed and SWTC in the Design Verification Reports for relevant Design Package;
- (f) Issue Design Verification Reports to Acciona's Design Consultant for actions on identified design departures;
- (g) Issue a final Design Verification Report; and
- (h) Provide RTA with detailed responses to any comments raised by the RTA on any certificate provided pursuant to the Certification Schedule.

Particulars

(i) Schedule 1 of the GHD Subcontract

(ii) Schedule 3 of the GHD Subcontract

44. It was an express term of the GHD Subcontract, properly construed, that GHD is liable for and indemnifies ACC against any liability, loss, claim expense or damage which ACC may pay, suffer or incur in respect of:

- (a) any damage to or loss of property; or
- (b) death of or injury to any person,

insofar as the liability, loss, claim, expense or damage arises out of the negligent act, error or omission of GHD, its employees, agents, subcontractors or contractors (**GHD Subcontract Indemnity**).

Particulars

- (i) GHD Subcontract, clause 6.5.
- (ii) There is a clear error in the drafting of clause 6.5 which results in absurdity and inconsistency. It is to be read as if the words 'Company' and 'Contractor' are exchanged.

45. In or about February 2011, GHD prepared a Project Management Plan (**PMP**) for ACC (then known as Davis Langdon) in respect of the design verification of the project.

Particulars

- (i) Davis Langdon Hunter Expressway – Kurri Kurri to Branxton project Design Verification Project Management Plan Revision 0 dated February 2011.

46. Pursuant to the PMP and the GHD Subcontract, GHD:

- (a) provided Design Verification Reports for each Design Lot, at three Design Stages for Civil Design Lots and at four Design Stages for Structural Design Lots, in respect of the design of the interchange;

Particulars

- (i) GHD Subcontract, Schedule 1.
- (ii) PMP s 4.5.2.
- (iii) Further particulars will be provided after discovery or evidence.
- (b) verified that the Design Documentation complies with the requirements of the Project Deed, including the SWTC, relevant project plans and documents in the quality system.

Particulars

- (i) GHD Subcontract, Schedule 1.
- (ii) PMP s 4.5.2.

- (iii) Further particulars will be provided after discovery or evidence.

Indemnity

47. The claims brought against ACC by:

- (a) the plaintiff (on his own behalf and on behalf of group members) in the ASOC (**Plaintiff Claims**);
- (b) TfNSW in the First Cross-Claim (**TfNSW Claims**); and
- (c) Acciona in the Second Cross-Claim (**Acciona Claims**),

are claims "in respect of death or injury to any person" within the meaning of the GHD Subcontract Indemnity.

48. To the extent any of:

- (a) the Plaintiff's Claims succeed on the basis of a breach pleaded at paragraph 33 of the ASOC;
- (b) TfNSW Claims succeed on the basis of a breach pleaded at paragraphs 36, 38, 41 or 42 of the First Cross-Claim;
- (c) Acciona's Claims succeed on the basis of a breach pleaded at paragraphs 69, 71, 73, or 76 of the Second Cross-Claim,

that relates to an aspect of the design that was verified by GHD as compliant with the Project Deed including the SWTC (**Verification Related Breach**), then any such liability of ACC (which is denied) will have arisen out of the negligent act, error or omission of GHD or its employees, agents, subcontractors or contractors, such that ACC will, pursuant to the GHD Subcontract Indemnity, be entitled to be indemnified by GHD.

Contribution

49. The duties of care:

- (a) alleged by the plaintiff in the ASOC as against ACC;
- (b) alleged by TfNSW in the First Cross-Claim as against ACC; and
- (c) alleged by Acciona in the Second Cross-Claim as against ACC,

are duties with respect to the verification and certification of the design and construction of the interchange.

50. The breaches of duty:

- (a) alleged by the plaintiff in the ASOC as against ACC;
- (b) alleged by TfNSW in the First Cross-Claim as against ACC; and

- (c) alleged by Acciona in the Second Cross-Claim as against ACC,
include allegations with respect to the verification and certification of the design of the interchange, which was delegated to GHD under the terms of the GHD Subcontract.
51. If ACC owed the plaintiff and group members the duty pleaded in paragraph 32 of the ASOC, or at all, then by undertaking the verification and certification of the design of the interchange, GHD owed the plaintiff and group members a duty:
- (a) to exercise reasonable skill and care in the performance of that work;
 - (b) at least equivalent in scope to that owed by ACC in respect of that work;
 - (c) alternatively, coextensive in part with the duty owed by ACC.
52. If ACC owed TfNSW the duty pleaded in paragraph 37 of the First Cross-Claim, or at all, then by undertaking the verification and certification of the design of the interchange, GHD owed TfNSW a duty:
- (a) to exercise reasonable skill and care in the performance of that work;
 - (b) at least equivalent in scope to that owed by ACC in respect of that work;
 - (c) alternatively, coextensive in part with the duty owed by ACC.
53. If ACC owed Acciona the duty pleaded in paragraph 72 of the Second Cross-Claim, or at all, then by undertaking the verification and certification of the design of the interchange, GHD owed Acciona a duty:
- (a) to exercise reasonable skill and care in the performance of that work;
 - (b) at least equivalent in scope to that owed by ACC in respect of that work;
 - (c) alternatively, coextensive in part with the duty owed by ACC.
54. If any of the breaches of duty alleged by the plaintiff, and/or by TfNSW, and/or by Acciona with respect to the verification and certification of the design of the interchange, they are breaches of duty by GHD.
55. If ACC is liable to the plaintiff, and/or to TfNSW, and/or to Acciona for loss caused by any breach of duty with respect to the verification and certification of the design of the interchange, then:
- (a) by reason of the matters pleaded in paragraphs 39 to 43 above, ACC and GHD have a coordinate liability;
 - (b) if and to the extent ACC discharges that coordinate liability in whole or in part, then GHD is liable to contribute to ACC an amount that is just and equitable, by reason of:

- (i) equitable contribution;
- (ii) section 5 of the *Law Reform (Miscellaneous Provisions) Act 1946* (NSW); and/or
- (iii) section 12 of the *Law Reform (Miscellaneous Provisions) Act 1965* (NSW).

Direct negligence

56. GHD owed a duty to ACC to exercise reasonable skill and care in carrying out one or more of the contractual duties pleaded in paragraphs 41 to 43 above.
57. If ACC is liable to the plaintiff or any group members for loss as pleaded in the ASOC, or to TfNSW for loss as pleaded in the First Cross-Claim, or to ACC as pleaded in the Second Cross-Claim then:
- (a) such loss will have been caused in whole (alternatively, in part) by a breach of the duty pleaded in paragraph 56 above; and
 - (b) GHD is liable to ACC in damages in an amount reflecting any loss suffered by ACC caused by GHD's breach.

Particulars

- (i) It was reasonably foreseeable that a failure to take care in carrying out one or more of the contractual duties pleaded in paragraphs 41 to 43 above could result in loss and damage to road users, for which ACC might be held liable or at least joined in proceedings, thereby incurring legal costs.

SIGNATURE OF LEGAL REPRESENTATIVE

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

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

Signature



Capacity

Solicitor on record

Date of signature

27/10/2025

NOTICE TO CROSS-DEFENDANT

If you do not file a defence you will be bound by any judgment or order in the proceedings so far as it is relevant to this cross-claim.

HOW TO RESPOND

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

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

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

You can respond in one of the following ways:

- 1 **If you intend to dispute the cross-claim or part of the cross-claim**, by filing a defence and/or making a cross-claim.
- 2 **If money is claimed, and you believe you owe the money claimed**, by:
 - Paying the cross-claimant all of the money and interest claimed.
 - Filing an acknowledgement of the claim.
 - Applying to the court for further time to pay the claim.
- 3 **If money is claimed, and you believe you owe part of the money claimed**, by:
 - Paying the cross-claimant that part of the money that is claimed.
 - Filing a defence in relation to the part that you do not believe is owed.

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

REGISTRY ADDRESS

Street address: Supreme Court of NSW, Level 5, Law Courts Building, Queens Square, 184 Phillip Street, Sydney NSW 2000

Postal address: Supreme Court of NSW, GPO Box 3, Sydney NSW 2001

DX: Supreme Court of NSW, DX 829, Sydney NSW

Telephone: 1300 679 272

PARTY DETAILS

A list of parties must be filed and served with this statement of cross-claim.

PARTIES TO THIS CROSS-CLAIM (THIRD CROSS-CLAIM)

Cross-claimant

AECOM COST CONSULTING PTY LIMITED
ACN 008 657 289
Cross-Claimant

Cross-defendants

BRETT ANDREW BUTTON
First Cross-Defendant

LINQ BUSLINES PTY LTD
ACN 131 153 896
Second Cross-Defendant

TRANSPORT FOR NEW SOUTH WALES
ABN 18 804 239 602
Third Cross-Defendant

**ACCIONA INFRASTRUCTURE PROJECTS
AUSTRALIA PTY LTD**
ACN 000 201 516
Fourth Cross-Defendant

JACOBS GROUP (AUSTRALIA) PTY LTD
ACN 001 024 095
Fifth Cross-Defendant

SMEC AUSTRALIA PTY LIMITED
ACN 065 475 149
Sixth Cross-Defendant

GHD PTY LTD
ACN 008 488 373
Seventh Cross-Defendant

DETAILS ABOUT CROSS-DEFENDANTS THAT ARE NEW PARTIES

Seventh Cross-Defendant

Name	GHD Pty Ltd (ACN 008 488 373)
Address	GHD Services Pty Ltd Level 15 133 - 145 Castlereagh Street Sydney NSW 2000