

## INSTRUMENT OF AGREEMENT

1. This Agreement is made on the 18<sup>th</sup> day of OCTOBER 2019.

2. This Agreement is made between:

Belmadar Pty Ltd of 214 Willoughby Road, Naremburn NSW 2065

ABN: 53 156 053 351 ("the Contractor")

**AND**

Inner West Council of 7-15 Wetherill St Leichhardt NSW ("the Principal").

3. The Principal agrees to engage the Contractor for the construction of:

**Dawn Fraser Baths & Pier Repairs – T 20-19**

("the Works") for the fixed lump sum price excluding GST of:

**Five million, six hundred and eighty-one thousand, seven hundred and forty-seven dollars and fifty cents (\$5,681, 747.50)**

4. It is agreed between the Contractor and the Principal that the following documents shall comprise the Contract ("the Contract") between the parties (and if the Contractor is two or more persons then they shall be bound jointly and severally):

- AS 4000-1997 General Conditions of Contract as amended including its Annexure.
- The Inner West Preliminaries Specification, Technical Specifications, Drawings & Associated Reports incorporating;
  - Part 1: Preliminaries and Site Management
  - Part 2: Technical Specifications and Drawings – comprising Architectural, Structural, Electrical, Hydraulic, Mechanical and Fire services
  - Part 3: Associated reports
- Tender Addendum No.01 – 17 (inclusive)
- Tender schedules:
  - Respondent Declaration
  - Pricing Schedule
  - List of Assumptions
  - Requested Amendments to Proposed Contract
  - Details of Insurance
  - Proposed Methodology
  - Proposed schedule
  - Acknowledgement of RFT Addenda
  - Declaration of Site Inspection
  - Company Profile
  - Respondent's Experience
  - Key Personnel
  - Proposed Subcontractors
  - Quality Assurance Plan Checklist
  - Work Health & Safety Checklist
  - Sustainability Questionnaire
  - Construction Site Layout Plan
  - Proposed Communication Management Plan
  - Site Specific WHS Management Plan
  - Summary of Current and Pending Litigation
- Belmadar's Post tender clarifications No. 01-09 (inclusive)


5. If there is any ambiguity, inconsistency or conflict between the provisions of any of the documents referred to in 4. then the documents take precedence in the following order:

a. Instrument of Agreement

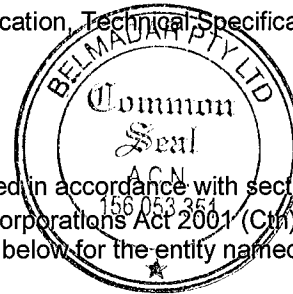


- b. AS 4000-1997 General Conditions of Contract as amended
- c. Tender Schedules
- d. Belmadar's Post Tender Clarifications No. 01-09 (Inclusive)
- e. Annexures to AS 4000-1997 General Conditions of Contract as amended
- f. Tender Addendum No. 01-17
- g. The Inner West Council Preliminaries, Specification, Technical Specifications, Drawings & Associated Reports


Signed for and behalf of  
Inner West Council

  
.....  
Michael Deegan  
Chief Executive Officer,  
Inner West Council

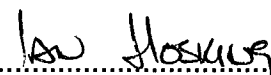
Executed in accordance with section 127  
of the Corporations Act 2001 (Cth) by the  
Named below for the entity named opposite.

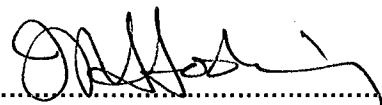


Signed by the Contractor

  
.....  
Signature of authorised person

In the presence of

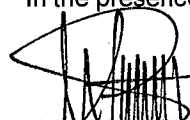
  
.....  
Signature of witness

  
.....  
Name of witness (print)

ALFREDO DOMENICO MARROCCO

Name of authorised person (print)

In the presence of

  
.....  
Signature of witness

Matthew John Stafford.

Name of witness (print)