

**Public Tender 14/2025 for Planning, Design, Engineering, and Consulting Services**  
**For Marine Structures and Auxiliary Facilities as Part of the Marina Development at Reading**

Atarim in Tel Aviv Coastline Touristic Sites Development Company in Tel Aviv Yafo Ltd. (hereinafter: the "**Company**") is interested in contracting with a marine planning engineer who will provide the Company with planning, design, engineering, and consulting services related to marine structures and auxiliary facilities as part of the marina development (hereinafter: the "**Project**"), as specified in the tender documents.

The tender documents (**in English**) can be viewed , purchased and downloaded from the Company's website at <https://www.atarim.gov.il> starting from April 29, 2025.

The cost of purchasing the tender documents is 1,500 NIS including VAT at law.

Clarification questions may be submitted by email to: [sigal.y@atarim.gov.il](mailto:sigal.y@atarim.gov.il) by **Thursday, May 29<sup>th</sup>, 2025, at 16:00.**

The final deadline for submitting proposals is **Monday, June 30<sup>th</sup>, 2025, at 12:00.** Submissions must be delivered to the tender box at the Company's offices at Atarim's headquarters, 21 HaArbaa Street, Tel Aviv (6th floor – Platinum Building), in accordance with the detailed instructions in the tender documents.

Cordially,

**Atarim in Tel Aviv Coastline Touristic Sites Development Company in Tel Aviv Yafo Ltd**

**Atarim in Tel Aviv Coastline Touristic Sites  
Development Company in Tel Aviv Yafo Ltd**

**Public Tender No. 14/2025**

For planning, design, engineering, and consulting services  
related to marine structures and auxiliary facilities  
as part of the development of the marina at Reading

**April 2025**

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**Tender No. 14/2025 – Public Tender No. 14/2025**  
**For Planning, Design, Engineering, and Consulting Services**  
**Related to Marine Structures and Auxiliary Facilities**  
**As part of the Development of the Marina at Reading**

1. **General**

Atarim in Tel Aviv Coastline Touristic Sites Development Company in Tel Aviv Yafo Ltd. (hereinafter: "the **Company**") is seeking to engage with a marine design engineer who will provide the Company with planning, design, engineering, and consulting services related to marine structures and auxiliary facilities, as part of the development of the marina (hereinafter: "the Project" or "the Site"), in accordance with the detailed requirements set forth in this invitation.

2. **Principles of Engagement**

The details provided in this section below are for general information only, and the provisions of this section shall be binding on the parties only in cases where no other reference is made in any of the tender documents. If such other reference exists, the specific provision detailed therein shall prevail.

The planning services shall include all the services specified in Appendix A to Document C (Scope of Work – SOW) (hereinafter: "**the Services**").

- 2.1. Reading Power Station is located at the north part of Tel Aviv, State of Israel. The Company intends to rehabilitate the existing Reading Anchorage and to transform the site into a Marina suitable for pleasure craft, yachts and small boats (approximately 300 berths) within the existing rubble mound breakwaters of the cooling water basin.
- 2.2. The Company invites suitable and capable Consulting Firms to submit proposals for planning, design, engineering and consultancy services ("The Services") related to certain marine works, marine structures and associated facilities. Land Based Works are excluded.
- 2.3. Some typical construction and navigation elements that are expected to be included in the Reading Marina Project are, for example:
  - 2.3.1. Jetties, Berths, Piers, Quays and/or Docks.
  - 2.3.2. Approach Channel, Entrance Channel, Turning Basin, Mooring Basin.
  - 2.3.3. Buoys, Beacons, Navigation Lights.

- 2.3.4. Breakwaters (Rehabilitation and/or Upgrade and/or Retrofit).
- 2.3.5. Bollards, Fenders, Ladders, Walkways.
- 2.3.6. Mooring Systems, Anchorage.
- 2.3.7. Boat Ramp/Boat Lift.
- 2.4. Supply of electricity, potable water, fuel, communication, internet, etc. (for avoidance of doubt: the Company will appoint third-party designer(s) for these services and the Consulting Firm shall coordinate with these designer(s) and integrate these services and facilities, insofar applicable, into its design as further described in the Scope of Work).
- 2.5. The Scope of Work (SOW) provides a detailed description of the required services. They include, inter alia, the following subjects and disciplines:
  - 2.5.1. Civil, Coastal, Hydro-Technical and Dredging Engineering.
  - 2.5.2. Geotechnical, Geophysical & Seismic Analysis.
  - 2.5.3. Structural, Mechanical & Electrical Engineering.
  - 2.5.4. Bathymetric & Topographic Survey Analysis.
  - 2.5.5. Navigation, Marine Traffic Control & Marine Communication Systems.
  - 2.5.6. Environmental, Health & Safety Assessments (offshore, in and on the water)
  - 2.5.7. Corrosion Protection Systems.
  - 2.5.8. Maintenance & Repairs.
  - 2.5.9. Cost Estimation & Quantity Surveying.
  - 2.5.10. Economical & Feasibility Analysis.
  - 2.5.11. Preparation of Technical Specifications, Design Drawings & Bills of Quantities.
  - 2.5.12. Planning & Scheduling.
- 2.6. Project Management & Site Supervision.
- 2.7. The services are expected to be performed partly in the Consulting Firm's place of normal operations and partly physically at or adjacent to the project site.



Figure 1: Aerial view of existing Reading Power Station, cooling water basin and rubble mound breakwaters (source: Google Earth 2022).



Figure 2: Indicative artist's impression of the future Reading Marina.

- 2.8. For the removal of doubt, in the event of any contradiction and/or inconsistency between the provisions of the Agreement and the tender documents and/or the appendices to the Agreement and/or the Bidder's proposal, the provisions of Appendix A shall prevail. However, this shall not be construed as limiting the scope of services included by the Bidder in its proposal. In any case, the interpretation preferred by the Company shall prevail. Any such contradiction must be immediately brought to the attention of the Company.
- 2.9. The term of engagement shall be until the completion of the Project.
- 2.10. It is hereby clarified that the information presented in this tender and its appendices is for informational purposes only and does not constitute any form of commitment or obligation on the part of the Company, but serves as an estimate only.
- 2.11. It is hereby clarified that, in addition to the documents attached as part of Appendix A to the Agreement (Document C), the Company holds additional background documents in Hebrew, which shall be provided to the winning bidder for the purpose of preparation for the provision of the Services. It is the sole responsibility of the winning bidder to review the aforementioned documents, either through a representative in Israel or by having them translated, at the bidder's own expense and under its sole responsibility.
- 2.12. It is hereby clarified that a participant that is a corporation incorporated overseas (hereinafter: "**the Foreign Corporation**") will be required to meet all of the above eligibility requirements. It is clarified

that a foreign corporation **may**, as part of its proposal, submit a cooperation agreement with a corporation incorporated in Israel (hereinafter: "**the Israeli Corporation**"). However, it is expressly stated that the engagement agreement pursuant to this tender shall be signed between the Company and the foreign corporation, and the foreign corporation shall be fully liable for all obligations defined in the tender documents and the agreement pursuant thereto.

### 2.13. Tender Deadlines;

<b>Start Date for Purchasing Tender Documents</b>	From the date April 29 <sup>th</sup> , 2025 between 9:00 AM – 15:00 at Atarim’s headquarters, 21 HaArbaa Street, Tel Aviv (Platinum Tower – 6th floor)  <b>or</b>  on Atarim’s website at the designated location: <a href="https://www.atarim.gov.il">https://www.atarim.gov.il</a>
<b>Price of Tender Booklet</b>	NIS 1,500 (including VAT)
<b>Deadline for Clarification Questions</b>	On the date May 29 <sup>th</sup> , 2025 at 16:00
<b>Deadline for Submitting Tender Proposals</b>	On the date June 30 <sup>th</sup> , 2025 at 12:00 at Atarim’s headquarters, 21 HaArbaa Street, Tel Aviv (Platinum Tower – 6th floor)
<b>Tender Box Opening Date</b>	Envelopes will be opened on Zoom  Anyone wishing to attend the opening must register in advance—prior to the proposal submission deadline—by emailing: <a href="mailto:sigal.y@atarim.gov.il">sigal.y@atarim.gov.il</a> and receiving written confirmation of registration.

**In case of any discrepancy between the dates listed in this table and any other dates stated elsewhere in the tender documents or appendices (if any), the dates listed in this table shall prevail.**

### 3. Eligibility Criteria

- 3.1. The Bidder shall complete Document A(1), demonstrating proven relevant experience in planning, design, and engineering services of at least three (3) rubble mound breakwater projects in the last twenty (20) years i.e. between 1<sup>st</sup> January 2005 and the tender submission date.
- 3.2. The Bidder shall complete Document A(1), demonstrating proven relevant experience in planning, design, and engineering services of at least three (3) marina projects for at least 200 vessels in the last twenty (20) years i.e. between 1<sup>st</sup> January 2005 and the tender submission date.
- 3.3. The Bidder must have an average annual financial turnover of at least **\$1,000,000** during the years **2019–2023**.
- 3.4. The Bidder shall demonstrate that the Weighted Average Operating Cash Flow for the declared three (3) fiscal years is not negative (either positive or equal to zero)

**To demonstrate the Bidder's compliance with the threshold requirements in Sections 3.3–3.4, the Bidder must attach a CPA certificate in the format of Document A(6).**

- 3.5. The Bidder is not subject to insolvency proceedings, liquidation, receivership, or creditor arrangements, and their bank account is not restricted. **To demonstrate compliance with this eligibility requirement, the participant must sign the attached Declaration provided as Document A(5).**
- 3.6. The Bidder has purchased the tender documents, as detailed in Section 7.1 below.

**4. Bid Documents**

**Every Bidder must attach all of the following documents to its bid**

- 4.1. A complete set of the tender documents, including all accompanying documents and Declarations, as well as any written notices/clarification documents sent to bidders by the Company (if any), all signed by the Bidder.
- 4.2. All documents required to demonstrate the Bidder's compliance with the eligibility criteria, as well as for the purpose of receiving qualitative score points.
- 4.3. The Bidder's proposal and declaration (**Document B**), in **two copies**.
- 4.4. A current certificate from the VAT authorities confirming that the Bidder is a registered merchant ("Osek Morshe"). In the case of a participant reporting under a consolidated file, a certificate from the tax authorities confirming that the participant is included in the consolidated file of the registered dealer to which the certificate applies must also be attached.
- 4.5. A valid certificate of tax withholding at source, issued in the name of the participant.
- 4.6. All certificates required under the Public Entities Transactions Law, 1976, namely:
- 4.6.1. A certificate from the assessing officer, an accountant, or a tax advisor, or a copy thereof, confirming that the Bidder maintains the accounting books and records required under the Income Tax Ordinance and the Value Added Tax Law, 1976 (hereinafter: "**VAT Law**"), or that the Bidder is exempt from maintaining them, and that the Bidder regularly reports income to the assessing officer and reports taxable transactions to the VAT Authority in accordance with the VAT Law.
- 4.6.2. A Declaration in accordance with the Public Entities Transactions Law, in the format of **Document A(2)** attached to this tender.
- 4.7. If the proposal is submitted by a corporation, the following documents shall also be attached:
- 4.7.1. A copy of the participant's certificate of incorporation, certified by an attorney as a true copy of the original.
- 4.7.2. An updated extract from the Registrar of Companies / Associations detailing the corporation's registration information, corporate officers, and any encumbrances on its assets.
- 4.7.3. Confirmation from an attorney or accountant that the Bidder is a limited liability company and/or a company registered in Israel, and that it is active and in good standing; that all necessary



resolutions and approvals have been obtained by the Bidder pursuant to its incorporation documents and applicable law, for signing the tender documents and submitting the bid; and that the signatures on the tender documents are those of the authorized signatories of the Bidder, who have been fully authorized to bind the Bidder in all respects and to sign any additional or other document required for the purposes of this tender and its execution (included at the end of the proposal or as a separate document).

- 4.8. If the proposal is submitted by an individual / private entity / non-corporate entity, the participant shall attach, in addition to all the documents listed above, the following documents:
  - 4.8.1. A copy of the participant's identity certificate, certified by an attorney as a true copy of the original.
  - 4.8.2. Confirmation from an attorney or accountant confirming that the signatures on the proposal documents are those of the participant (either at the end of the declaration form or in a separate document).
- 4.9. A copy of the receipt for the purchase of the tender documents, in the name of the participant.
- 4.10. In addition to the above documents, the Bidder will be required to prepare and attach the following documents to their proposal:
  - 4.10.1. The Method Statement shall be presented in one (1) single document with not more than twenty-five (25) A4 size pages including attachments, tables, figures, etc. It shall be presented orderly with a table of contents, paragraph numbers, page numbers, figure numbers, table numbers, annex numbers, etc.
  - 4.10.2. The Method Statement shall include a Project Organization Chart. The Bidder shall explain in a flow chart (diagram) the project organization structure, including key personnel, main consultant, sub-consultant(s), joint venture partner(s) and hierarchy. It should be clearly visible who are the in-house key personnel and who are external (hired) key personnel. In case of a foreign Bidder, the Bidder's proposed permanent representative (engineer and/or architect) in Israel, as indicated, inter alia, in paragraph 5.1 of the SOW, should be mentioned.
  - 4.10.3. If available, a copy of a valid **ISO 9001:2015 certificate – Quality Management System** shall be attached to the Method Statement in accordance with Scope of Work paragraph 5.2.21.  
**It is emphasized that the Bidder's proposed Method Statement and/or Project Organization Chart and/or Key Personnel do not constitute acceptance by the Company.**
- 4.11. It is clarified that a foreign corporation, as defined above, will be required to submit only the documents listed in Sections 4.1, 4.2, 4.3, 4.7.1, 4.7.3, 4.9, and 4.10, as well as the following documents:
  - 4.11.1. An accountant's confirmation that the Bidder operates in accordance with the tax laws of the country of origin.

- 4.11.2. An accountant’s confirmation that the Bidder is authorized and capable of issuing valid invoices for the benefit of the Israeli tax and customs authorities, including for goods and services under this tender.

It is clarified that all of the above-mentioned documents must be submitted in the original language as well as in an official translation into English.

- 4.12. It is further clarified that a **foreign corporation** collaborating with an Israeli corporation, as specified in Section 2.11 above, will be required to submit the documents listed in Section 4.11 above in the name of the foreign corporation, and in addition, all the aforementioned documents in the name of the Israeli corporation.
- 4.13. If a Bidder does not attach any of the above-mentioned documents to their proposal, the Company may, on this ground alone and at its sole and absolute discretion, disqualify the Bidder's proposal or, alternatively, request that the Bidder add and/or complete and/or amend and/or clarify any of the documents in their proposal and/or the information detailed therein. The Company may also, at its sole discretion, disregard non-material defects.
- 4.14. Without derogating from the generality of the above, during the evaluation of the proposals, the Company shall be entitled to request that the Bidder elaborate on and/or clarify and/or add documents to those submitted with the proposal as stated. The Bidder undertakes to cooperate with the Company and/or anyone acting on its behalf who is involved in the evaluation process and to provide any document that may be required by them, as stated.

## **5. Manner of Submission of the Bid**

- 5.1. The tender documents and any required attachments must be submitted in two copies, including any notices sent to the bidders in writing by the Company (if any), all signed by the Bidder. These should be placed in an envelope marked only with the name of the tender.
- 5.2. The tender envelope must be deposited in the tender box at the Company's offices in a sealed envelope marked only with: “Public Tender No. 14/2025,” by **June 30th, 2025** at exactly **12:00 PM**.
- 5.3. The Bidder shall submit their proposal using the original tender documents without making any corrections, alterations, additions, or reservations of any kind, and shall attach all the documents listed above to their proposal.
- 5.4. If the Bidder makes any changes, corrections, or reservations of any kind to the tender documents (except for completing the required details in the proposal), the Company may, solely for this reason and at its exclusive discretion, disqualify the proposal or request the Bidder to amend their submission. In any case (even if the Company does not address the changes), the version of the tender documents prepared by the Company and delivered to the bidders shall be binding on all parties.

- 5.5. Each proposal shall remain valid for a period of 120 days from the final submission date of the tender. The Company shall be entitled, at its discretion, to request an extension of the proposal's validity, and the Bidder shall be obligated to comply with such a request.
- 5.6. If the Bidder fails to submit their proposal in accordance with the above, the Company may, solely on this basis, disqualify the proposal or, alternatively and at its sole discretion, request that the Bidder amend and/or complete and/or clarify their proposal and/or attach additional documents and/or correct them.

## **6. The Proposal**

- 6.1. The proposal shall be submitted by one legal entity only (the submitting party shall be referred to above and below as the "**Participant**" or the "**Bidder**"), except as stated in Section 2.11 above, in two copies. All required documents and certifications in the tender must be in the name of the Participant in the tender, unless otherwise specified in the tender.
- 6.2. The Bidder must submit a price quote in **US Dollars** (US \$) only, as detailed in **Document B1**.
- 6.3. Any change or addition made to the tender documents, or any reservation regarding them—whether by way of insertion within the documents, via an accompanying letter, or in any other form—may result in the disqualification of the proposal. In any event, the version prepared by the Company shall be binding on the parties, without any changes, additions, or reservations.
- 6.4. It is hereby clarified and emphasized that the Bidder's proposal includes all of the Bidder's expenses, whether special or regular, of any type or kind, related to the execution of all tasks according to the terms of the tender. This includes personnel, equipment, vehicles, insurance, full warranties and services as specified in the agreement, etc.
- 6.5. The Participant must complete all sections in all of the tender documents.
- 6.6. Each Bidder must sign all tender documents, including the Participant's proposal, the engagement agreement and its appendices, in the designated places, as well as in the margins of each page.

## **7. The Bidders' Expenses**

- 7.1. The tender documents booklet may be purchased for a fee of 1,500 NIS (including V.A.T.) at the Company's offices and/or via bank transfer and/or with credit card in the Company's website: <https://www.atarim.gov.il>. This amount is non-refundable under any circumstances. It is clarified that the purchase of the tender documents by the Bidder is a precondition for submitting a proposal under this tender. Additionally, this right may not be transferred to another corporation.
- 7.2. All expenses of any type of kind whatsoever, related to the purchase of the tender booklet and/or the preparation of the bids for the tender and participation in the tender, shall be borne exclusively by the participant in the tender, regardless of the outcome of the tender and/or the Company's decisions in this matter, and the Bidders shall have no claim and/or demand in this regard.

**8.Changes and Clarifications**

8.1. By **May 29th, 2025** at **16:00 PM**, each of the Bidders may submit clarification questions to the Company by email to [sigal.y@atarim.gov.il](mailto:sigal.y@atarim.gov.il) only, in writing and in a WORD document only, using the following format. If the Company decides to make any changes, a changes and clarifications document will be sent to all tender purchasers and the text will be added to the tender booklet.

<b>The Question</b>	<b>The Document or Appendix to which the clarification relates</b>	<b>Serial Number</b>
		1
		2

8.2. The Bidder shall thoroughly examine all tender documents. Should the Bidder identify any ambiguities, contradictions, or inconsistencies between the various tender documents or between their provisions, or any other inconsistencies, the Bidder shall notify the Company in writing, detailing such findings, no later than the deadline specified in Section 8.1 above. A Bidder who fails to request clarifications as stated and within the specified timeframe shall be precluded from raising any claims in the future regarding such ambiguities, contradictions, or inconsistencies.

8.3. Any explanation, interpretation, or response provided orally shall not be valid or binding in any way. Only written responses shall be binding upon the Company.

8.4. The Company reserves the right, at any time and up to the final deadline for submission of proposals, to make changes or amendments to the tender documents, whether at its own initiative or in response

Criteria	Manner of awarding points	Maximum Points
Price for Planning, Design, Engineering & Consultancy Services	The Bidder whose proposal offers the lowest price shall receive the maximum score. All other Bidders shall receive a proportional score based on the difference between their proposed price and the lowest-priced proposal.	65 points
Proven experience*) in designing rubble mound breakwaters, model management, wave agitation and stability calculations. *) representing at least three (3) rubble mound breakwater projects between 1 <sup>st</sup> January 2005 and tender submission date, as stated in clause 3.1 above.	<ol style="list-style-type: none"> <li>1) Design experience*) from 700 to 1,500 linear meters of rubble mound breakwaters – 4 points.</li> <li>2) Design experience*) from 1,501 to 3,000 linear meters of rubble mound breakwaters – 8 points.</li> <li>3) Design experience*) exceeding 3,000 linear meters of rubble mound breakwaters – 12 points.</li> </ol>	12 points
Proven experience*) in designing at least three (3) marina projects for at least 200 vessels between 1 <sup>st</sup> January 2005 and tender submission date, as stated in clause 3.1 above.	<ol style="list-style-type: none"> <li>1) Design experience*) in planning at least 3 marinas – 1.5 points.</li> <li>2) Design experience*) in planning 4-5 marinas – 3 points.</li> <li>3) Design experience*) in planning 6-7 marinas – 4.5 points.</li> <li>4) Design experience*) in planning 8 or more marinas – 6 points.</li> </ol>	6 points
Submission of Method Statement & Project Organization Chart	<p>Up to 1 point for each of the components listed below:</p> <ol style="list-style-type: none"> <li>1) Description of the Marina planning method</li> <li>2) Description of the Breakwaters rehabilitation planning method</li> <li>3) Presentation of Project Organization Chart and Key Personnel</li> <li>4) Description of Deliverables based on, inter alia, SOW chapter 8</li> </ol>	4 points
Number of letters of Recommendation for planning, design and engineering of marinas and/or breakwaters related to the relevant projects which the Bidder presented in the Bid	<p>Each Letter of Recommendation earns up to 1 point, depending on the recommendation content.</p> <p>The Company shall be entitled to seek references from clients not specified by the Bidder and/or speak with references to obtain further recommendations. Additionally, the Company may take into account its own opinion as well as the opinion of the Tel Aviv-Jaffa Municipality regarding their experience with the Bidder, should the Bidder have performed work for them, for the</p>	3 points

Criteria	Manner of awarding points	Maximum Points
	purpose of scoring this component. It is clarified that the opinions obtained by the Company as described in this paragraph shall override any written references.	
Interview and evaluation	The purpose of the interview is to evaluate the Bidder’s proposed professional team, their experience and proposed methodology for the Project. The Project Manager and at least one (1) of the Lead Engineers shall attend the interview. The score shall reflect the professional presentation by the Bidder, general impression of the Bidder’s understanding of the Project and key issues in the Project.	10 points
Total		100 Points

8.5. to questions submitted by Bidders. Such changes and amendments shall constitute an integral part of the tender terms and shall be communicated in writing to all purchasers of the tender documents via email, based on the contact details provided by such purchasers. The changes shall be signed by the Bidder and attached to its proposal.

**9. Reservation of Rights**

- 9.1. All rights in and to the tender documents are reserved by the Company, and the Bidders shall not be permitted to make any use of the tender documents other than for the purpose of preparing and submitting a proposal under this tender.
- 9.2. The Company shall be entitled to enforce the terms of the proposal submitted by any Bidder whose proposal is selected as the winning bid.
- 9.3. The Bidder hereby declares and undertakes that it waives any legal remedy against the Company and/or anyone acting on its behalf, other than monetary relief, and shall be precluded, whether directly or indirectly, from seeking any legal remedy and/or judicial order of any kind in connection with this tender, other than monetary relief.

**10. Evaluation of Proposals**

- 10.1. The Company shall select the winning proposal in accordance with the following process:
  - 10.1.1. **Stage A** – Examination of the completeness of the Bidder’s proposal and the Bidder’s compliance with the threshold (eligibility) requirements. Bidders whose proposals are found to be complete and who meet the eligibility requirements shall proceed to Stage B of the tender, as detailed below.

**Stamp and Signature of Bidder \_\_\_\_\_**

- 10.1.2. **Stage B** – The proposal of any Bidder who has met all eligibility requirements, as stipulated in the tender, shall be evaluated based on **quality** and **price** components, in accordance with the evaluation criteria detailed below.
- 10.2. As a general rule, the Company shall select the proposal that receives the highest overall score.
- 10.3. Failure to submit a price proposal and/or to complete any required section and/or any modification or addition made to the tender documents, whether by way of change or addition within the documents themselves, by cover letter, or in any other manner, may result in the disqualification of the proposal and/or its completion by the Tender Committee, and/or any other outcome or action as determined by the Tender Committee.
- Failure to submit any document(s) required under this tender may also result in the disqualification of the proposal, a request for completion, and/or any other outcome or action, as determined by the Tender Committee.
- 10.4. Without derogating from the generality of the above, the Company shall be entitled to request and obtain from the Bidders any additional information, confirmation, or documentation related to the tender, and the Bidders hereby undertake to fully cooperate with the Company as required. Should a Bidder refuse to cooperate as stated, the Company may draw conclusions at its sole discretion, including disqualifying the proposal.
- The Company may disregard any proposal deemed unreasonable due to its terms, lack of response to the requirements or data specified in the tender documents, or any other aspect which, in the Company's view, prevents the proper evaluation of the proposal.
- 10.5. Notwithstanding any of the foregoing, the Tender Committee is under no obligation to select the lowest-priced proposal or any proposal at all. The Tender Committee may condition the award on additional terms, without obligation to provide justification. The Tender Committee may also elect not to select any proposal in its entirety, to select parts of any proposal, or to accept multiple suitable proposals and engage with multiple Bidders (i.e., split the award), such that each selected Bidder shall perform only part of the work specified in the tender.
- It is hereby expressly clarified that the Bidders shall have no claim—monetary or otherwise—against the Company in connection with the above and/or as a result of the rejection of a proposal or the cancellation of the tender.
- 10.6. The Company reserves the right to request additional details and/or clarifications from the Bidders to its full satisfaction, even after the proposals have been opened. In addition, the Company and/or its representatives may conduct site visits to the Bidders' offices for the purpose of evaluating the proposals.
- 10.7. The Company reserves the right to prepare a preliminary estimate of the contract value in question in this tender. The Company may, at its sole discretion, reject any price proposal that significantly deviates from such estimate, should it consider the deviation to be unreasonable. Furthermore, the

Company may cancel the tender entirely in the event that the price proposals submitted (or the majority thereof) significantly deviate from the said estimate.

- 10.8. Without derogating from the generality of the above, the Tender Committee may decide not to review, or to disqualify, a Bidder's proposal if there is reasonable cause to believe that the Bidder acted in bad faith and/or not in accordance with accepted tender procedures, or if the Bidder intended to mislead the Committee through deliberate errors or improper practices. Proposals may also be disqualified if found to be based on a misunderstanding of the tender subject, incorrect assumptions, or if the prices stated therein are deemed unreasonable.
- 10.9. For the avoidance of doubt, it is clarified that in the event only one proposal is submitted to the tender, or only one proposal remains for discussion before the Tender Committee, the Committee shall be entitled to decide whether to select such proposal or to cancel the tender. It is emphasized that the decision to cancel the tender may be taken even if the sole proposal does not offer a price unfavorable to the Company in comparison with the estimated contract value, and without providing the Bidder an opportunity to submit a revised, improved price proposal. Such a decision may be made if the Tender Committee believes that cancelling the tender and issuing a new one, or conducting negotiations in accordance with applicable law, will promote competition among multiple Bidders for the tender and/or provide the greatest benefits to the Company.
- 10.10. The Tender Committee may take into account, when evaluating the proposals, the Bidder's reliability, experience, qualifications, financial capacity, as well as the prior experience of the Company, local authorities, municipal corporations, and/or other entities with the Bidder. For this purpose, the Company shall be entitled to request and obtain from the Bidders any supporting documentation and evidence, and the Bidders hereby undertake to fully cooperate with the Company as required.
- 10.11. In the event that the tender is cancelled, or its scope is reduced or expanded, or its execution and/or any part thereof is postponed, or the award is split or not split for any reason whatsoever, the Bidder and/or the selected awardee shall have no claim and/or right to claim any compensation, even if damage is caused to it as a result. The Bidder and/or the awardee shall not be entitled to any compensation of any kind or nature.

## 11. **Notice of Award and Engagement**

- 11.1. Upon selection of the winning Bidder, the Company shall notify the awardee accordingly.
- 11.2. By the deadline specified in the Company's notice of award, the awardee shall submit all documents and confirmations required under the tender documents, including proof of insurance, and shall sign the agreement attached to the tender (Document C).
- 11.3. Should the awardee fail to fulfill any of its obligations as specified in Section 11.3 above within the stated deadline—including, but not limited to, failure to provide one or more of the required documents or withdrawal of its proposal—the Company shall be entitled to cancel the award, without prejudice



to any other rights and/or remedies available to it as a result of such breach. In such a case, the Company may engage with any other Bidder or third party at terms it deems appropriate, without prejudice to any other remedy to which the Company is entitled under the tender or under applicable law.

- 11.4. Without derogating from the above, if the awardee fails to fulfill any of its obligations arising from the award and the Company, at its sole discretion, chooses not to cancel the award, the Company shall be entitled to receive from the awardee liquidated damages in the amount of NIS 1,000 (one thousand shekels) for each day of delay beyond the deadline stated in Section 11.3 until such time as the awardee fulfills its obligations or submits all required documents.
- 11.5. The Company shall issue a written notice to all other participants in the tender informing them that they were not selected.
- 11.6. Execution of the engagement is subject to the Company duly receiving all the required approvals.
- 11.7. The agreement attached to this Request for Proposals, including all its appendices, constitutes an integral part of this tender. This tender and the attached agreement, with its appendices, shall be considered a single, cohesive document. In the event of a contradiction between the terms of this tender and the terms of the agreement, efforts shall be made to reconcile the two. In circumstances where reconciliation is not possible, the terms of the agreement shall prevail and shall be deemed binding upon the Bidders, and as the operative version for the purposes of this tender.

## 12. **Second Eligible Awardee**

- 12.1. The Tender Committee may select one Bidder, whose proposal is ranked immediately after the winning proposal, as the "Second Eligible Awardee" Should the Second Eligible Awardee decline to serve in this capacity, the Company shall be entitled to select the next-ranked Bidders in descending order, and so forth.
- 12.2. Notwithstanding any provision to the contrary in the tender documents, the proposal of the Second Eligible Awardee shall remain valid for a period of six months from the date of signature of the contract with the original awardee, and no later than one year from the final submission date of the tender, whichever occurs first. If necessary, and upon request by the Company, the Second Eligible Awardee shall extend the validity of its proposal for an additional period.
- 12.3. The Tender Committee may declare the Second Eligible Awardee as the successful Bidder in any case where the original awardee withdraws its proposal, fails to sign the agreement, or the signed agreement is cancelled for any reason, all subject to the sole discretion of the Tender Committee.
- 12.4. A notice regarding the selection of a Bidder as the Second Eligible Awardee shall be sent to the respective Bidder, if so ranked.
- 12.5. The Second Eligible Awardee shall have no cause of action against the Company should the Company choose not to enter into an agreement with it during this period, including any extensions thereof.

Engagement with the Second Eligible Awardee shall be at the sole discretion of the Company, and the Company may choose not to approach the Second Eligible Awardee, and instead cancel the tender or issue a new one.

### **13. Budgetary Approval**

- 13.1. It is hereby clarified that the selection of a winning Bidder in this tender is subject to budgetary approval by the authorized bodies within the Company. In the event that the proposal exceeds the Company's allocated budget for the tender, the Company shall be entitled to cancel the tender.
- 13.2. The Company shall also be entitled, at its sole discretion, to reduce the scope of services to match the approved and available budget, all in accordance with the approved budget and the tender results.
- 13.3. The Bidder and/or any party on its behalf shall have no claims, demands, and/or contentions of any kind whatsoever against the Company due to the Company's exercise of the aforementioned rights.

### **14. Cancellation of the Tender**

- 14.1. The Company reserves the right to reduce the scope of the tender, cancel it, cancel parts thereof, or issue a new tender for any reason whatsoever, including in cases where the proposals received are unreasonable, fail to meet the threshold requirements, or due to unforeseen disruptions to the schedule, budgetary issues, etc.
- 14.2. In addition to the above and to the provisions of any applicable law, it is hereby clarified that the Company shall be entitled – but not obligated – to cancel the tender in any of the following cases:
  - 14.2.1. The proposals submitted are materially or unreasonably lower or higher than the estimate prepared and/or than the price deemed by the Company to be fair and reasonable for the services.
  - 14.2.2. It becomes apparent to the tender organizer, after the publication of the tender documents and/or in light of clarification questions and/or after opening the proposals, that there was an error in the specifications or in the requirements detailed in the documents, or that essential data/requirements were omitted from the specifications, or that such were based on incorrect or incomplete data.
  - 14.2.3. There is a reasonable basis to assume that the Bidders, all or some of them, coordinated price proposals and/or acted in an attempt to create a restrictive arrangement.
- 14.3. Should the Company decide to cancel the tender, none of the Bidders and/or purchasers of the tender documents shall have any claim and/or demand and/or contention against the Company and/or its agents.

### **15. General Provisions**

- 15.1. If it becomes evident to the Company, whether through the Bidder or otherwise, that any of the Bidder's declarations or any other representation made by the Bidder toward the Company within the

framework of its proposal, is incorrect, incomplete, or inaccurate, the Company shall be entitled to disqualify the proposal, and if such proposal was selected as the winning proposal – to cancel the award.

- 15.2. The tender documents are the intellectual property of the Company and are provided to the Bidders solely for the purpose of submitting proposals. The tender documents may not be used for any purpose other than the preparation and/or submission of proposals.
- 15.3. The exclusive and sole jurisdiction over all matters arising from or related to this tender shall rest with the competent courts in the Tel Aviv District.

**Tender 14/2025**  
**Document A(1)**  
Participant Evaluation Documents

**Evaluation Documents and Eligibility Conditions**

**1. Participant Details**

- 1.1. Participant Name: \_\_\_\_\_
- 1.2. Identification Number: \_\_\_\_\_
- 1.3. Participant Address (including postal code): \_\_\_\_\_
- 1.4. Contact Person at the Participant: \_\_\_\_\_
- 1.5. Contact Person's Position: \_\_\_\_\_
- 1.6. Phone Numbers: \_\_\_\_\_
- 1.7. Email Address: \_\_\_\_\_

**2. Participant's Experience for Demonstrating Eligibility Conditions per Section 3.1**

The Bidder shall complete the table below demonstrating proven relevant experience in planning, design, and engineering services of at least three (3) rubble mound breakwater projects in the last twenty (20) years i.e. between 1st January 2005 and the tender submission date.

**The Bidder shall attach supporting documents such as sketches, drawings, sections, etc., which shall be clearly marked and numbered.**

A	B	C	D	E	F
Serial Number	Name of the entity that received the planning services from the bidder	The project and its description	Details regarding the scope of the breakwater – including the length of the breakwater in meters	Date of performance of the service (month and year)	Name, position, and phone number of a contact person at the entity

Stamp and Signature of Bidder \_\_\_\_\_



**Table 2: Participant’s proven relevant experience in planning design and engineering services of marina projects**

**The above tables must also be used for the purpose of quality scoring as specified in Section 10.1.2 of the tender documents**

I hereby declare that this is my name, my signature is below, and that the contents of this declaration are true.

\_\_\_\_\_  
**Signature of declarant**                      **Name of declarant**                      **Date of signature**

**Certification of Signature by Attorney - Declaration**

I hereby confirm that on the \_\_\_\_\_ day of \_\_\_\_\_, there appeared before me, Adv. \_\_\_\_\_ License No. \_\_\_\_\_, whose office is located at \_\_\_\_\_, Mr./Mrs. \_\_\_\_\_, who is known to me personally, and after I cautioned him/her that he/she must declare the truth and that he/she would be subject to the penalties prescribed by law if he/she fails to do so, he/she confirmed the accuracy of the above Declaration and signed it in my presence.

\_\_\_\_\_  
date    Attorney

**Attorney Confirmation – Authorized Signatory**

I confirm that the signatures above are those of \_\_\_\_\_, who are duly authorized to sign and commit on behalf of \_\_\_\_\_ [the participant] at law, and that their signatures, together with the company stamp, legally bind the participant for all intents and purposes.

\_\_\_\_\_  
date    Attorney

**Stamp and Signature of Bidder** \_\_\_\_\_

**Tender 14/2025**  
**Document A(2)**  
Transactions Declaration

**Declaration Pursuant to the Public Entities Transactions Law**

I, the undersigned, \_\_\_\_\_, ID No. \_\_\_\_\_, after having been cautioned that I must declare the truth and that I will be subject to the penalties prescribed by law if I do not do so, hereby declare as follows:

1. I am authorized to issue this declaration on behalf of the Bidder \_\_\_\_\_ (hereinafter: “the Bidder”).

**2. Please mark the relevant section below:**

- The Bidder or a related party\* has not been convicted\*\* of more than two offenses\*\*\*;
- The Bidder or a related party\* has been convicted\*\* of more than two offenses\*\*\*, but at least one year has passed since the date of the last conviction as of the final date for submission of bids.

\* “*Related party*” – As defined in Section 2B(a) of the Public Entities Transactions Law, 1976.

\*\* “*Convicted*” – Convicted by a final judgment of an offense committed after October 31, 2002.

\*\*\* “*Offense*” – An offense under the Minimum Wage Law, 1987, or under the Foreign Workers Law (Prohibition of Unlawful Employment and Assurance of Fair Conditions), 1991. In the case of service contracts as defined in Section 2 of the Law to Increase Enforcement of Labor Laws, 2011 – this also includes offenses listed in the Third Schedule of that law.

**3. Please mark the relevant section below:**

- Option A** – The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 1998 (hereinafter: “**Equal Rights Law**”) do not apply to the Bidder.
- Option B** – The provisions of Section 9 of the Equal Rights Law apply to the Bidder, and the Bidder complies with them.

4. A **Bidder** who selected Option B in Section 3 above – **must also select from the following sub-options:**

- Sub-option (1)** – The Bidder employs fewer than 100 employees.
- Sub-option (2)** – The Bidder employs at least 100 employees and undertakes to contact the Director General of the Ministry of Labor, Social Affairs and Social Services for the purpose of reviewing the implementation of its obligations under Section 9 of the Equal Rights Law, and if necessary – to receive guidance regarding their implementation.

In the event that the Bidder has previously undertaken to contact the Director General of the Ministry of Labor, Social Affairs and Social Services pursuant to Sub-option (2) above, and entered into a

contract for which such an undertaking was made – the Bidder declares that it has contacted the Director General as required, and if guidance was received regarding the implementation of its obligations under Section 9 of the Equal Rights Law, it has acted to implement them.

5. A Bidder who selected Sub-option B in Section 4 above – the Bidder undertakes to submit a copy of this declaration to the Director General of the Ministry of Labor, Social Affairs and Social Services within 30 days from the date of entering into an agreement with the Contracting Authority (if such an agreement is made).
6. I hereby declare that this is my name, my signature is below, and that the contents of this declaration are true.

signature \_\_\_\_\_

Attorney Certification

I, Adv. \_\_\_\_\_ License No. \_\_\_\_\_, hereby confirm that on the \_\_\_\_\_ day of \_\_\_\_\_, there appeared before me Mr./Mrs. \_\_\_\_\_, ID \_\_\_\_\_ and after I cautioned him/her that he/she must declare the truth and that he/she would be subject to the penalties prescribed by law if he/she fails to do so, he/she confirmed the accuracy of the above Declaration and signed it in my presence.

\_\_\_\_\_  
stamp and signature

**Stamp and Signature of Bidder** \_\_\_\_\_



**Tender 14/2025**  
**Document A(3)**  
Declaration of Absence of  
Convictions

**Declaration of Absence of Criminal Convictions**

I, the undersigned, \_\_\_\_\_, ID No. \_\_\_\_\_, after having been cautioned that I must tell the truth and that I will be subject to the penalties prescribed by law if I do not do so, hereby declare as follows:

1. I am making this Declaration as the Bidder or on behalf of \_\_\_\_\_ (hereinafter: "the Bidder"), who is seeking to enter into an agreement with *Atarim Tel Aviv Coast Company - Tourism Sites in Tel Aviv-Jaffa Ltd.* (hereinafter: "the **Company**") following the publication of Tender **No. 14/2025** (hereinafter: "the **Tender**"). I declare that I am authorized to make this Declaration on behalf of the Bidder.
2. I hereby declare that neither the Bidder nor, as applicable, any of its directors and/or authorized signatories and/or shareholders and/or employees, whether directly or indirectly, has been convicted of a criminal offense involving moral turpitude, a violent offense, or a sexual offense.
3. I hereby declare that no indictments have been filed against the Bidder and/or, as applicable, against any of its owners and/or directors for offenses involving moral turpitude.
4. This is my name, this is my signature, and the contents of my above Declaration are true.

\_\_\_\_\_  
**Signature of declarant**

Certification

I hereby confirm that on the \_\_\_\_\_ day of \_\_\_\_\_, there appeared before me, Adv. \_\_\_\_\_ License No. \_\_\_\_\_, whose office is located at \_\_\_\_\_, Mr./Mrs. \_\_\_\_\_, who is known to me personally, and after I cautioned him/her that he/she must declare the truth and that he/she would be subject to the penalties prescribed by law if he/she fails to do so, he/she confirmed the accuracy of the above Declaration and signed it in my presence.

Attorney's signature: \_\_\_\_\_

**Tender 14/2025**  
**Document A(4)**  
Declaration of No Personal  
Affiliation

**Re: Declaration and Undertaking of No Personal Affiliation**

I hereby declare as follows:

1. I, the Bidder, am not one of the following:
  - a. A relative (spouse, parent, son or daughter, brother or sister, nephew or niece) of a member of the management of *Atarim Tel Aviv Coast Company – Tourism Sites in Tel Aviv-Jaffa Ltd* or a member of the Tel Aviv-Jaffa City Council (hereinafter: "the Company" and "the Municipality," respectively).
  - b. An agent or partner of a member of the Company's management or a City Council member.
  - c. A spouse, partner, or agent of an employee of the Company and/or the Municipality.
  - d. A corporation in which any of the persons listed in sub-sections (1)–(2) above holds more than ten percent of its capital or profits, and none of the persons listed in sub-sections (1) and (2) above serves as a manager or responsible employee in the corporation.
  
2. I hereby declare that I am aware of the legal provisions prohibiting the engagement in a contract or transaction between the Company and a member of the Company's management as stated in Section A above, as well as the provisions prohibiting the engagement in a contract between the Company and any of the persons listed in Section A above. I am also aware that, in addition to the criminal sanctions applicable to anyone violating these provisions, any contract entered into in violation of the law as stated above may be canceled by the Company at its discretion, and upon cancellation, the Company shall not be obligated to return what it received under the contract nor to pay for the value of what it received.
  
3. I further declare and undertake that if any change occurs regarding my declaration as stated in Section A above, I undertake to notify the Company immediately upon such change.

\_\_\_\_\_

date

\_\_\_\_\_

stamp and signature

**Tender 14/2025**  
**Document A(5)**  
Declaration of No Pending  
Claims

**Declaration of No Bankruptcy and No Pending Claims**

I, the undersigned, \_\_\_\_\_, ID No. \_\_\_\_\_, after having been cautioned that I must tell the truth and that I will be subject to the penalties prescribed by law if I do not do so, hereby declare as follows:

1. I issue this declaration on behalf of \_\_\_\_\_, the entity seeking to enter into an agreement with the contracting authority under this tender (hereinafter: "the **Bidder**"). I serve as \_\_\_\_\_, and I am authorized to issue this declaration on behalf of the Bidder.
2. I hereby declare that, as of the date of this declaration, there are no legal claims pending against the Bidder that may affect its obligations under this tender, and that the Bidder is not undergoing bankruptcy and/or liquidation and/or receivership proceedings that may impair its performance should it be awarded the tender.
3. This is my name, this is my signature, and the contents of my above affidavit are true.

\_\_\_\_\_  
**The Declarant**

**Attorney's Certification**

I hereby confirm that on the \_\_\_\_\_ day of \_\_\_\_\_, there appeared before me, Adv. \_\_\_\_\_ License No. \_\_\_\_\_, whose office is located at \_\_\_\_\_, Mr./Mrs. \_\_\_\_\_, who identified himself with Identity Certificate no' \_\_\_\_\_ / who is known to me personally, and after I cautioned him/her that he/she must declare the truth and that he/she would be subject to the penalties prescribed by law if he/she fails to do so, he/she confirmed the accuracy of the above Declaration and signed thereupon.

\_\_\_\_\_  
**Attorney**

\_\_\_\_\_  
**stamp**

**Tender 14/2025**  
**Document A(6)**  
Accountant Confirmation

To

\_\_\_\_\_ (the Bidder)

Re: **Confirmation of Financial Turnover for 2019-2023**

**At your request, and as your Company's accountants, we hereby confirm the following:**

- a. We have served as the accountants of your Company since the year \_\_\_\_\_.
- b. The audited/reviewed financial statements of your Company as of \_\_\_\_\_ (or alternatively, as of \_\_\_\_\_ and \_\_\_\_\_) (1) were audited/reviewed (respectively) by our firm.

**Alternatively:**

The audited/reviewed financial statements of your Company as of \_\_\_\_\_(1) were audited by other auditors.

- c. The opinion/review report provided for the audited/reviewed financial statements (respectively) as of \_\_\_\_\_(1) does not include any qualifications and/or emphasis of matter or any other deviation from the standard wording.(2)

**Alternatively:**

The opinion/review report provided for the audited/reviewed financial statements (respectively) as of \_\_\_\_\_(1) includes a deviation from the standard wording; however, this deviation has no effect on the information detailed in Section d. below.

**Alternatively:**

The audit opinion/review report provided for the audited/reviewed financial statements (respectively) as of \_\_\_\_\_(1) includes a deviation from the standard wording which does have implications, as detailed above, on the information presented in Section d. below.

- d. Based on the aforementioned audited/reviewed financial statements as of \_\_\_\_\_,(1) **the average financial turnover of your Company during the years 2019–2023 exceeded USD 1,000,000.**

Furthermore, I hereby confirm that:

The Bidder's Weighted Average Operating Cash Flow for the declared three (3) fiscal years is not negative (either positive or equal to zero)

Cordially

\_\_\_\_\_  
Accountant

**Stamp and Signature of Bidder** \_\_\_\_\_

1. The dates must be indicated in accordance with the requirements set out in the tender documents.
2. For the purpose of this letter, audit opinions that include additions as specified in the examples of Audit Standard No. 99 shall be considered as opinions without deviation from the standard wording.

**Notes:**

- This reporting format was determined by a joint committee of the Government Procurement Administration and the Institute of Certified Public Accountants in Israel – August 2009.
- Must be printed on the official letterhead of the CPA firm.

**Tender 14/2025**  
**Document B**  
Bidders Declaration

**Bidders Declaration**

To

Atarim Tel Aviv Coast Company – Tourism Sites in Tel Aviv-Jaffa Ltd (hereinafter: “the Company”)

Dear Sir, Madam,

**Declaration and Undertaking**

We, the undersigned, having carefully read and thoroughly reviewed all the tender documents, hereby submit our proposal under Tender No. 14/2025 for the planning, design, engineering, and provision of consulting services related to marine structures and associated facilities as part of the development of the marina at Reading, and hereby declare and undertake as follows:

1. We have understood everything stated in the tender documents, whether attached or referenced, and have reviewed all factors related to or that may affect the performance of the services.
2. We hereby declare that we have reviewed and understood all the tender documents, including the agreement and the full SOW document, along with all of their appendices.
3. We hereby declare that we have read and understood everything stated in the tender documents in full and without exception; that we have conducted all necessary and/or required inquiries for the purpose of submitting this proposal; and that we have considered all other factors affecting the costs involved in performing the services, and have based our proposal accordingly. We have not relied in this proposal on any representations, publications, statements, or promises made orally by the Company and/or its employees and/or anyone on its behalf, but solely on the contents of the tender documents. We further declare that we agree to all the terms set forth in the tender documents and will not present any claims or demands based on lack of knowledge and/or misunderstanding, and we hereby waive in advance any such claims.
4. We possess the knowledge, expertise, qualifications, licenses, permits, and capabilities required to perform the services subject to this tender, both in terms of financing and professional capacity, in accordance with all the tender documents.
5. We meet all the eligibility conditions required of participants in the tender, and this proposal complies with all the requirements set forth in the tender documents. As evidence thereof, we are attaching all required documents. We are aware that if we fail to attach any of the documents and/or certifications listed above, the Tender Committee may disqualify our proposal. We further acknowledge that the Tender Committee reserves the right to investigate, contact third parties, and/or request that we submit any additional information or documents necessary to prove our

**Stamp and Signature of Bidder** \_\_\_\_\_

qualifications, experience, expertise, financial capabilities, suitability to perform the services, etc. If we refuse to provide such information or documents, the Committee may draw conclusions at its sole discretion, including disqualification of the proposal.

6. We undertake to fulfill all obligations and conditions included in the tender without any reservations.
7. We hereby undertake that, should we be awarded the tender and the Company enters into an agreement with us, we will perform the services subject to the tender in full, in accordance with the tender documents, all safety regulations, and all applicable laws, to the satisfaction of the Company.
8. We are also aware that every obligation appearing in this tender booklet, including in the agreement, shall be binding upon us even if not explicitly mentioned in this document.
9. We hereby declare that this proposal is submitted without any communication or coordination with other participants.
10. We are familiar with all laws and regulations applicable to the works and services subject to the agreement.
11. This proposal is irrevocable and may not be cancelled or amended, and shall remain valid for 120 (one hundred and twenty) days from the final date for submission of proposals in the tender. We are aware that the Company may request an extension of the proposal's validity, and that if we do not agree to such an extension when requested, we shall be considered as having withdrawn our proposal, without prejudice to any other remedy or relief to which the Company is entitled under the tender and/or by law.
12. Should our proposal be accepted, we undertake to provide, upon your request, all documents and certifications we are required to submit in accordance with the tender documents, including the duly signed agreement and proof of insurance coverage.
13. We understand that any tax, levy, mandatory payment, of any kind, applicable now or in the future in connection with the performance of the services under this contract, shall be borne and paid by us. To that end, the Company may deduct from any amount due to us any amount required by law, and the transfer of such amounts to the entitled authority shall be considered payment to us.
14. We declare that we shall have no claim and/or demand of any kind or nature whatsoever against the Company in any matter relating to payment of the consideration, including, but not limited to, in the event of delays in payment. We declare and undertake that should we breach this provision and nonetheless file a claim against the Company, we shall indemnify and compensate the Company for any damage, loss, and/or expense incurred as a result.
15. In the event this proposal is submitted by a corporation – we declare that this proposal falls within the purposes and authorities set forth in the corporation's incorporation documents, that we are authorized to sign this proposal on behalf of the corporation, and that there is no legal or contractual bar to our signing this proposal.

16. We hereby confirm that we waive any legal remedy against the Company that is not monetary in nature, and declare that, with regard to this tender, we shall be barred—directly or indirectly—from seeking any legal remedy and/or court order other than monetary relief.
17. We confirm that the consideration detailed in the tender documents and the agreement is understood and accepted by us, and we undertake not to raise any demand for any additional payment and/or compensation.
18. And in witness whereof, we hereby sign, having fully understood the meaning and implications of this declaration:

**Name of the Bidder:** \_\_\_\_\_

**Identification Number:** \_\_\_\_\_

**Address (including postal code):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Mobile Phone:** \_\_\_\_\_

**Attorney’s Certification – Submission of Proposal by a Corporation**

I, the undersigned, \_\_\_\_\_, attorney for \_\_\_\_\_, Company No. \_\_\_\_\_ (hereinafter: "the **Participant**"), hereby confirm that on \_\_\_\_\_, the following persons appeared before me and signed this declaration on behalf of the Participant: \_\_\_\_\_. I further confirm that all resolutions and approvals required under the Participant’s incorporation documents and any applicable law for the signing of this declaration have been duly obtained, and that the signatures of the abovementioned persons legally bind the Participant.

\_\_\_\_\_ date \_\_\_\_\_ Stamp+Signature of Attorney

**Attorney’s Confirmation – Submission of Proposal by an Individual**

I, the undersigned, \_\_\_\_\_, attorney for \_\_\_\_\_, ID No. \_\_\_\_\_ (hereinafter: "the **Participant**"), hereby confirm that on \_\_\_\_\_, the Participant appeared before me and signed this declaration.

\_\_\_\_\_ date \_\_\_\_\_ Stamp+Signature of Attorney

**Stamp and Signature of Bidder** \_\_\_\_\_



**Tender 14/2025  
Document B1  
Bid**

**Proposal of Price and Quantities**

F	E	D	C	B	A
Amount (USD)	Rate (USD)	Quantity	Unit	Description	Item
				<b>PRELIMINARY PLANNING, DESIGN, ENGINEERING &amp; CONSULTANCY SERVICES</b>	<b>1</b>
			hour	Submit Feasibility Study Report of the Project, incorporating recommendations and/or instructions by the Employer's Architects and Consultants and the relevant Local Authorities and Stakeholders and including Project Design Schedule	1.1
			hour	Submit Study Report about the condition of the existing breakwaters, including program for (field) surveys to be conducted and incorporating recommendations in case rehabilitation and/or retrofit and/or upgrading and/or expansion is deemed necessary	1.2
				<b>MARINA - PLANNING, DESIGN, ENGINEERING &amp; CONSULTANCY SERVICES</b>	<b>2</b>
			hour	Submit Preliminary Design Study Report including Construction Cost Estimate and Application for Building Permit	2.1
			hour	Submit Tender Documents for Construction including ITB, Threshold Requirements, Specifications, Drawings, Bill of Quantities, Construction Cost Estimate, Construction Schedule	2.2
			hour	Provide Professional Services during construction stage(s)	2.3
				<b>BREAKWATERS - PLANNING, DESIGN, ENGINEERING &amp; CONSULTANCY SERVICES</b>	<b>3</b>
			hour	Submit Preliminary Design Study Report including Construction Cost Estimate and Application for Building Permit	3.1
			hour	Submit Tender Documents for Construction including ITB, Threshold Requirements, Specifications, Drawings, Bill of Quantities, Construction Cost Estimate, Construction Schedule	3.2

			hour	Provide Professional Services during construction stage(s)	3.3
				<b>SUPREME SUPERVISION</b>	<b>4</b>
			unit	Conduct Supreme Supervision visits at the project construction site	4.1
			unit	Submit Supreme Supervision Reports	4.2
			<b>Total (USD)</b>		<b>5</b>

Total In Words: \_\_\_\_\_ USD

**Notes to the Bill of Quantities**

1. The descriptions in column "B" of the BoQ are indicative and summarized. The required tasks are further described in the SOW.
2. The Bidder shall enter the quantity for each BoQ item in column "D" as "For Information Only".
3. The Bidder shall enter fixed rates (column "E") and fixed amounts (column "F") for each BoQ item i.e. the rates and amounts are not variable.
4. The priced BoQ submitted by the Bidder shall be the full and final consideration for the Bidder's Services, unless the Company, at its' sole discretion, agrees to deviations and/or variations.
  - Prices must be quoted in U.S. dollars (USD). The price proposal must include all expenses of the Bidder, **including taxes** (in Israel or abroad), insofar as they apply to the engagement. **It is mandatory to complete the price proposal for all items in the Price Proposal Form; otherwise, the proposal will be disqualified.** A proposal that is not completed as required may be disqualified.
  - The lowest weighted price proposal will receive the highest score for this component, in accordance with the scoring method specified in Section 10.1.2 of the tender documents.
  - The payment stages are as detailed in the Payment Schedule Appendix to the Agreement (**Appendix E** to **Document C**).

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Stamp and Signature of Bidder \_\_\_\_\_



**Document C – The Agreement**

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_

By and Between:

**Atarim in Tel Aviv Coastline Touristic Sites Development Company in Tel Aviv Yafo Ltd.**

21 Ha'arba'a St., Tel Aviv

(**"Atarim"**)

**And**

\_\_\_\_\_ **Ltd.**

**Corporate I.D.:** \_\_\_\_\_

a company registered in \_\_\_\_\_

**Tel:** \_\_\_\_\_, **Fax:** \_\_\_\_\_

(the **"Service Provider"**)

Each of Atarim and the Service Provider shall be referred to as **"Party"** and together the **"Parties"**.

**WHEREAS** Atarim is a municipality-owned company entrusted with infrastructure and touristic site development projects in the Tel Aviv - Yafo area, under which it is promoting the rehabilitation of the existing Reading Anchorage and to transform the site into a Marina suitable for pleasure craft, yachts and small boats (approximately 300 berths) within the existing rubble mound breakwaters of the cooling water basin (hereinafter: **"the Marina"**); and

**WHEREAS** As a part of the development of such Marina, Atarim desires to procure the Services as further described in **Appendix A** (Scope of Work) extension and therefore Atarim published Tender No. 14/2025 for the Planning, Design, Engineering and Consultancy Services Related to Marine Structures and Associated Facilities within **The Development of Reading Marina, Tel Aviv** (the **"Tender"**); and

**WHEREAS** The Service Provider was selected by Atarim as the Successful Bidder of the Tender (as defined under the Tender); and

**WHEREAS** The Service Provider represents that it has the necessary expertise, capabilities, resources, competent personnel and experience to carry out the Services, all consistent with reasonable skill and care, and is willing to provide the Services on the terms and conditions set out in this Agreement.

**NOW, THEREFORE, the Parties hereto declare, agree, and stipulate as follows:**

**1. GENERAL PROVISIONS**

1.1. General

1.1.1. The preamble of this Agreement constitutes an integral part hereof.

1.1.2. The paragraph headings of this Agreement are intended for convenience purposes only and shall bear no relevance to the interpretation of this Agreement.

1.1.3. The following Appendices are attached to this Agreement and constitute an integral part hereof:

Appendix A	Scope of Work
Appendix B	Insurance
Appendix C	Preliminary project time schedule
Appendix D	Tentative project organization chart
Appendix E	Payment Milestones

1.2. Definitions

The following terms and expressions shall have the meanings ascribed to them herein, except where the context requires otherwise or as otherwise expressly provided:

**“Additional Services”** shall have the meaning ascribed thereto in Section 3.8 of this Agreement.

**“Agreement”** means, this Agreement, including all appendices and attachments thereto, and any additional document as may be expressly incorporated and any amendments made from time to time to any of such documents, in the manner provided hereunder.

**“Authority”** means, the State of Israel, any governmental, semi-governmental, municipal, administrative, fiscal or judicial body, department, commission, tribunal, agency, or other body, authority or person, statutory or otherwise.

**“Claim”** means, any claim whatsoever for an increase in the Consideration or for any other payment (including damages) under, arising out of or in any way in connection with this Agreement, including by any change in Law.

<b>“Confirmations”</b>	Means the approval in writing by Atarim in relation to the Deliverables and/or outputs submitted to it as contemplated hereunder in the Milestones.
<b>“Consideration”</b>	means, the total consideration payable to the Service Provider for the Services as set out in Section 4 of this Agreement.
<b>“Deliverables”</b>	means the deliverables, including any reports, models, findings or documents identified in the Scope of Work.
<b>“Effective Date”</b>	means, the date hereof, on which Atarim and the Service Provider have signed this Agreement.
<b>“Entitlement”</b>	means an entitlement to: (i) any extension of time; (ii) any adjustment to the Consideration or any payment to the Service Provider by Atarim; or (iii) recover any loss, costs, profit, fees, damages or expense directly arising from breach of this Agreement, the performance of the Services or by any change in Law.
<b>“Laws” or “Israeli Law”</b>	means, all laws, statutes, rules, ordinances, regulations and orders of the State of Israel or Authority, including procedures, permits, directives, specifications, standards, safety requirements and decisions in effect in the State of Israel, all as may be amended, updated or replaced from time to time, whether they are expressly mentioned in the Agreement or not.
<b>“Liquidated Damages”</b>	500 US\$ per day and in accordance with clause 4.8 below.
<b>“Milestone(s)”</b>	shall have the meaning ascribed thereto in the table included in Section 4.1 of this Agreement.
<b>“Scope of Work”</b>	means the work specification as set out under <b><u>Appendix A</u></b> (Scope of Work).
<b>“Services”</b>	shall be the services which are described in <b><u>Appendix A</u></b> (Scope of Work).
<b>“Service Products”</b>	means intellectual property created by Service Provider solely for the purpose of producing the Deliverables, including the reports, designs, drawings excluding any know-how or proprietary process, procedures, and method, any software or datasets under license from a third-party used by Service Provider in delivering the Services or connection with this Agreement.
<b>“Services Timetable”</b>	shall mean be the time provided to Service Provider to meet the Milestones as set fourth in Section 4.1.

## **2. REPRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER**

The Service Provider represents, warrants, and undertakes as follows:

- 2.1. that it is a corporation duly incorporated and registered and validly existing under the laws of its country of incorporation.
- 2.2. that this Agreement has been duly authorized and executed by the Service Provider and its obligations are legal, valid and binding and that there is no legal, contractual or any other limitations or obstacles, including in accordance with the Service Provider's incorporation documents, to sign and execute this Agreement or to provide the Service, and that by performing the Services it will not breach any law, agreement or any of its contractual obligations.
- 2.3. that its engagement in this Agreement does not stipulate a breach of any of its obligations to, or violation of any right of a third party.
- 2.4. that it and anyone on its behalf involved in the performance of the Services, possesses the necessary experience, knowledge, expertise, and professional capabilities for the execution of the Services in a timely manner in accordance with the Service Timetable and in accordance with this Agreement.
- 2.5. Deliverables
  - 2.5.1. The Service Provider undertakes to provide Atarim (or anyone on its behalf as instructed by Atarim) with the Deliverables in a timely manner in accordance with the Service Timetable and in accordance with this agreement.
  - 2.5.2. the Service Provider undertakes to ensure that at all times, the Deliverables it is providing are updated as required and are accurate, and it undertakes to submit such Deliverables to Atarim dully signed by it and in such data format, means and media as defined in the Scope of Work. Without derogating from the above, the Service Provider shall deliver to Atarim each document prepared by it by magnetic storage media.
  - 2.5.3. All Deliverables shall be deemed approved only after Atarim's written approval acting reasonably and in good faith, which shall be provided after Atarim has received satisfactory clarifications, explanations or after the necessary changes have been made as per Atarim's requests to comply with the Scope of Work which could reasonably be required.

## **3. THE SERVICES**

- 3.1. Atarim hereby orders the Services from the Service Provider and the Service Provider is responsible towards Atarim to provide the Services.
- 3.2. The Services shall include reasonable incidental services which arise in connection therewith and are required to complete the Services. Service Provider shall supply at no additional costs any equipment or instruments required for the performance of the Services. In performing the Services it will use best endeavors to cooperate as required with Atarim and the other relevant

consultants and contractors engaged in connection with the Services.

- 3.3. The Service Provider undertakes to perform the Services in full compliance with all reasonable instructions by Atarim in relation to the Services, provided that they do not materially change the scope of the Services in terms of time or resource required. Furthermore, after Atarim approves the Service Provider's final programs and products and during the implementation of the models, the Service Provider may be requested to implement several replacement alternatives, implementation in stages including a change in location, the length of the installation, the direction, and the depth of the installation (the "**Implementation Changes**"). Other than with respect to the first three (3) Implementation Changes which are included as part of the Services, such Implementation Changes are subject to variation of Consideration and time for performance in accordance with clause 3.8.
- 3.4. The Service Provider will perform the Services with the expertise and professionalism required by customary professional standards. The Service Provider undertakes to perform the Services in accordance with the Services Timetable. The Parties agree that each Milestone in respect of, shall only be deemed as satisfied and completed subject to the written confirmation of the representative of Atarim and that the work on each Milestone shall commence only after the satisfaction of the previous Milestone.
- 3.5. Where required, Service Provider shall ensure that it has properly registered or obtained the license, permit, approval or consent required by applicable law or an Authority in order to perform the Services.
- 3.6. The Service Provider shall participate in meetings in Atarim's offices or at the site or through video conference (as applicable) with Atarim's representatives at reasonable working hours (the "**Work Meetings**"). A notice of a Work Meeting shall be given no less than seven (7) business days in advance. The Service Provider shall be required to be available for Work Meetings for a period of two (2) consecutive days. Furthermore, as part of the validation of the Final Report (as set out under **Appendix A**) Atarim may require a meeting to be held in Israel, where the Service Provider will present the Final Report (the "**Final Report Meeting**"). A notice of the Final Report Meeting shall be given fourteen (14) business days in advance. The Service Provider should consider three (3) full business days in Israel, during which it must be completely available for meetings.
- 3.7. For the avoidance of doubt it is hereby clarified that nothing in this Agreement provides any exclusivity to the Service Provider with respect to the Services and Atarim reserves its right to publish any new proceedings (including a tender) with respect to any or all of the Services or any part thereof, which may include the same, similar or other requirements and may, or may not, invite any entity or participant to take part in such process, or execute any or all of the Services or any part thereof, in any other way as shall be deemed appropriate by Atarim. The foregoing notwithstanding, as long as the Service Provider is not in breach of this Agreement, the above shall not give Atarim any right to reduce or remove any of the Services from Service Provider, and where Atarim engages another provider, it shall ensure that this will not impact the ability of Service Provider



to perform its obligations hereunder.

- 3.8. Atarim shall be entitled, at any point during the term of this Agreement, at its sole discretion, to request the Service Provider to provide additional services other than the Services (“**Additional Services**”), in such case the Service Provider shall be entitled to receive an additional consideration as shall be agreed between the Parties in writing and signed by the Parties, and, if applicable, additional time for performance. Atarim shall define the scope of services for the Additional Services to be performed by the Service Provider which will be subject to the agreement of the Service Provider. The terms and provisions of this Agreement shall apply, *mutatis mutandis*, to the changes in the Services once agreed.

#### 4 THE CONSIDERATION AND MILESTONES

- 4.1 In consideration of the performance of the Services, Atarim shall pay the Service Provider the Consideration, at such time and terms as follows:
- 4.1.1 Atarim shall pay to the Service Provider IN US\$ (the "**Consideration**") with respect to the performance of the Services.
- 4.1.2 The Services shall be performed to meet the Milestones as set in Appendix E.
- 4.2 The Service Provider shall be responsible to obtain the required Confirmations and meet the Milestones. Atarim shall use reasonable efforts to support the Service Provider in having Tel Aviv Municipality provide the required feedback, Confirmations, and any other information required to meet each Milestone, and to ensure that feedback on each report and note is provided. For the avoidance of doubt, the Service Provider shall not be entitled for any addition to the Considerations due to any delay.
- 4.3 Once Atarim provides its approval to the Deliverables in respect of a Milestone in accordance with Section 2.5.3 (“**Atarim Approval**”), the Service Provider shall be entitled to raise an invoice for Services completed pursuant to the Milestones in amount equal to 50% of the allocated percentage attached to the relevant Milestone upon completion thereof. Another 30% may be invoiced two-months following the Atarim Approval (provided that if Atarim requires amendments or clarifications to the Deliverables to comply with the Scope of Work, the Service Provider shall deliver such amendments and/or clarifications, and the two-month period shall restart from such date of delivery). The remaining 20% may be invoiced on Atarim providing the relevant Confirmation.
- 4.4 Upon issuance of a valid invoice, payment shall be made within 45 calendar days of the date of despatch shown on the invoices. If Atarim disputes any portion of an invoice, Atarim will pay the part not in dispute and notify the Service Provider in writing of the reasons for the dispute within 15 business days of the date of receiving the invoice. It is clarified that the Service Provider will not be entitled to cancel the Agreement and/or suspend any further work for Atarim in any delay.
- 4.5 Unless otherwise stated in the Agreement payment shall be made in US \$.

- 4.6 The Consideration covers all payments, benefits, expenses and costs (including, but not limited to, any costs and expenses with respect to Work Meetings and Final Report Meeting (Section 3.6), along with the first three Implementation Changes as set out in Section 3.3. The Service Provider will not be entitled to, nor shall it require any payment or benefit from Atarim, unless explicitly specified in this Agreement or as otherwise agreed in writing between the Parties.
- 4.7 The Service Provider shall not accept and shall cause all relevant personnel (including sub-contractors, if approved by Atarim in accordance with this Agreement) not to accept any trade, commission, discount, allowances, indirect payment or any other fee or consideration in connection with this Agreement, except as payable by Atarim in accordance with this Agreement.
- 4.8 To the extent that the Service Provider causes a delay in meeting a Milestone in accordance with the Services' Timetable, Service Provider shall pay to Atarim the Liquidated Damages in relation to such a delay, subject to a cap of 10% of the Consideration without derogating from any other remedy available to Atarim in accordance with applicable law or this Agreement. Per each Milestone, no Liquidated Damages shall be due in the event that the Service Provider has submitted the respective Milestone's Deliverable in a timely manner and the Service Provider has not obtained Atarim's confirmation for such Milestone for reasons not within the responsibility of the Service Provider.
- 4.9 The Service Provider undertakes to pay any taxes, payments, fees and caps applicable to it or its business as a service provider (if applicable).
- 4.10 VAT, if applicable, shall be paid as follows:
- 4.10.1 If the Service Provider is an entity registered outside of Israel, VAT is not applicable.
- 4.10.2 If the Service Provider is an entity registered in Israel, VAT will be paid to the Israel Tax Authority directly by the Service Provider.

## **5 THE AGREEMENT TERM**

- 5.1 This Agreement shall be in full force and effect, binding upon the Parties as of the date of signature thereof until completion of the Services.

## **6 INDEPENDENT CONTRACTOR**

- 6.1 The Service Provider is an independent contractor. None of the provisions of this Agreement creates any employer-employee relations between the Service Provider, any sub-contractor or any employee of any of them, and Atarim or anyone on its behalf.
- 6.2 None of the provisions of this Agreement is intended to create, nor shall it be deemed or construed to create, any joint venture, partnership, agency, or any other similar relationship between the Service Provider and Atarim.
- 6.3 The Service Provider shall be solely responsible for damages or compensations or any other

payments due according to the Laws to any person employed by it or any of its sub-contractors.

- 6.4 It is agreed that the Service Provider shall indemnify and hold harmless Atarim for any expenses, losses or damages caused as a direct result of any claim made against Atarim by any of the Service Provider, its employees or sub-contractors with respect to employee-employer relations, including any employer obligations, payments with respect to work related accidents, legal fees and expenses incurred by Atarim as a result of such claims. Atarim shall have the right to set off any amount for payable to Atarim under this Section 6 from the Consideration payable to the Service Provider according to this Agreement.

## **7 DAMAGE LIABILITY AND INDEMNIFICATION**

- 7.1 Without derogating from the provisions of this Agreement and from the Service Provider's liability under the Law but subject to the exclusions and limitations of liability in this clause, the Service Provider shall be responsible, liable, answerable and accountable for any damages, losses, costs or expenses caused to Atarim and any of its respective successors, assignees, officers, directors, and employees, and to any third party, directly arising out of the Services, the negligent performance or non-performance by the Service Provider of its obligations under this Agreement or breach thereof or incompatibility with required standards (including, *inter alia*, acts, omissions or negligence of the Service Provider's employees, agents or sub-contractors).
- 7.2 The Service Provider hereby undertakes to perform the Services with the reasonable skill and care, all in accordance with this Agreement. The Service Provider undertakes to carry out any works or services required in order to repeat or complete Services partially performed or not performed as required hereunder, and to repair any defect in the Services, in accordance with this Agreement during the term of this Agreement, including as a result of any error, omission, delay caused by the Service Provider or any of its personnel, and the Service Provider shall have no Entitlement to and shall not Claim in respect of Atarim's demand to repeat, complete or repair the Services, to the extent the Claim arises due to Service Provider's failure to perform as required hereunder.

For the removal of doubt, the Service Provider liability according to this Section 7 shall apply to any event discovered following the term of this Agreement for a period of six (6) years starting on the date of completion of the service provider's services.

- 7.3 The Service Provider exempts Atarim and/or its employees and/or any party on its behalf from liability for any damage or loss which are at its responsibility as stated, save in relation to a party who shall maliciously or negligently cause damage, and hereby undertakes to compensate and to indemnify Atarim or any party on its behalf for any damage or loss and against any claim or demand for any cause whatsoever which shall be submitted by any person whatsoever against it or against any of its employees, representatives or any party on its behalf, in respect of any loss, breakage or damage which are the responsibility of the Service Provider in accordance with any law and in accordance with this Contract, including legal expenses which shall be caused subsequent thereto. Atarim shall inform the Service Provider of any claim or demand as

mentioned and shall enable it to defend against these at its expense

7.4 The Service Provider shall be required to compensate and/or indemnify Atarim, immediately upon its first demand, in respect of any damage which shall be caused as stated above, directly or indirectly, or any loss and any payment which it was required to pay due to a demand and/or a claim which shall be submitted against Atarim and/or a judgment which shall be awarded against it, including expenses, fine or other administrative or judicial obligatory payment which shall be imposed upon it, and the Service Provider undertakes to pay any amount as mentioned in the stead of Atarim or to Atarim and to bear all of the expenses which were caused to Atarim including expenses and legal professional fees

7.5 In so far as it may be at fault and always within the amount reasonably attributable to such fault the Service Provider's (which term in the context of this clause shall include the Service Provider's respective officers, directors, shareholders and employees) total liability pursuant to this Agreement including its liability to indemnify Atarim or any other person hereunder (the "**Indemnified Person**") shall (to the fullest extent permitted by law) be strictly limited as follows;

7.5.1 Except in respect of death or personal injury or other liability which cannot be limited by law for which no limit will apply the Service Provider's total liability hereunder whether in contract tort or howsoever arising (including attorney or counsel fees awarded under this Agreement) will be limited [•] (euro/dollar) million; and

7.5.2 The Service Provider shall not be liable to Atarim (or through its third parties) for:

- a) loss of profits or revenue (whether direct or indirect);
- b) loss of contracts;
- c) any indirect or incidental or consequential losses;

save where such liability cannot be excluded or limited by the law of the contract; and

7.5.3 Any indemnity given to an Indemnified Person by the Service Provider pursuant to this Agreement shall be given on the understanding that the Indemnified Person shall reasonably mitigate its losses, expenses, costs and liabilities to which the indemnity relates and shall bring any claim under the indemnity within a period of six (6) years from the date that the Service Provider has completed the Services. It is agreed that the Indemnified Person shall notify the Service Provider as soon as reasonably practicable in the event that the Indemnified Person becomes aware that a claim is made or is threatened to be made and that the Service Provider shall have the conduct of any such claim (provided that the Service Provider shall (i) engage legal counsel acceptable to the Indemnified Person such acceptance not to be unreasonably withheld or delayed; (ii) keep the Indemnified Person fully informed of the claim; and (iii) not settle, waive any settlement offer or admit guilt without the consent of the Indemnified Person such acceptance not to be unreasonably withheld or delayed). The Service Provider shall be entitled to the reasonable assistance of the Indemnified Person in respect of the defense

of any claim provided that if this is required the Service Provider shall be responsible for the Indemnified Person's reasonable expenses arising as a result of assistance given.

7.5.4 Any assignment of the Agreement shall be dependent upon the agreement of the person to whom the Agreement is assigned to the limits of liability contained in this clause. For the avoidance of doubt the limitation of liabilities contained in this Agreement shall survive termination or expiration of this Agreement.

## **8 INSURANCE**

8.1 Without derogating from the liability of the Service Provider in accordance with this Agreement or in accordance with any Law (but subject to the exclusions and limitations of liability in this Agreement), the Service Provider is required to arrange, at the expense of the Service Provider, for the entire duration of the Agreement the insurance covers detailed in **Appendix B** of this Agreement (Insurance) which constitutes an integral part thereof (the "**Service Provider's Insurance Covers**").

## **9 INTELLECTUAL PROPERTY**

9.1 It is agreed that all Deliverables shall be solely belong to Atarim and the Service Provider and anyone on its behalf will not have any copyrights or any other rights with respect thereto.

9.2 Service Provider grants to Atarim an irrevocable, non-exclusive, royalty-free, world-wide, transferable, licence to use the Service Products as required to exploit the benefit of the Services.

9.3 Each party warrants that it shall not infringe the rights, including any intellectual property rights, of any third party.

9.4 The Service Provider hereby undertakes not to prevent, delay the use, change or open a procedure due to violation of copyrights, including a moral right, in respect of the Services Products.

9.5 Without derogating from the generality of the foregoing, the Service Provider undertakes to make the Services Products available to Atarim and transfer them to Atarim's possession, at any time on Atarim's demand, and that immediately upon termination of the Agreement, for any reason, it will transfer to Atarim all Services Products, also, if applicable, in a magnetic media, and will provide any assistance, as needed, to Atarim so that it will be able to use them independently at cost of Atarim.

## **10 CONFIDENTIALITY**

10.1 "**Confidential Information**" shall mean all information disclosed by Atarim to, or obtained by the Service Provider from Atarim whether before or after the Effective Date or while performing the Services, including but not limited to any information relating to the Services and the terms and conditions of this Agreement, including but not limited to the Services Products, Atarim's operations, processes, assets, plans, intentions, know-how, designs, trade secrets, software, market opportunities, business affairs, contracts, technical data, financial documents or data and

any other information whether or not such information is expressly stated to be confidential or marked as such or which, by its nature should be considered as confidential. Notwithstanding, the Confidential Information shall not include any information that is or became public knowledge following the Effective Date, not as result of breach by the Service Provider of the Agreement.

- 10.2 Except as otherwise permitted in writing by Atarim, (i) the Service Provider will protect the Confidential Information by using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and will not disclose or use any Confidential Information for any purpose outside the express scope of this Agreement; and (ii) the Service Provider will limit access to the Confidential Information to those of its employees, sub-contractors and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality agreements with the Service Provider containing protections no less stringent than those herein. The Service Provider will be directly liable to Atarim for any breach of confidentiality obligations set forth herein by anyone on its' behalf.
- 10.3 Except as expressly set forth herein, no license or other rights to the Confidential Information are granted or implied hereby by Atarim.

## **11 COMPLIANCE WITH LAWS**

- 11.1 The Service Provider shall observe and comply with all applicable Laws, as applicable from time to time to the Services.
- 11.2 The Service Provider undertakes that at all times during the term of this Agreement, its undertakings under this Agreement shall be adjusted to take into account any change in the Israeli Law, including in respect of any Law enacted, made, amended or promulgated after the Effective Date, which may affect the Service Provider's obligations, responsibilities, liabilities or rights under the Agreement. The Service Provider shall have no Entitlement and shall not make a Claim in respect of any change in Law.

## **12 TERMINATION OF THE AGREEMENT**

- 12.1 Atarim shall be entitled to terminate this Agreement, at any time and for any reason at its sole discretion, by providing notice of such termination to the Service Provider. The termination shall take effect thirty (30) days following the issuance of a notice of termination to the Service Provider by Atarim.
- 12.2 Atarim may terminate this Agreement immediately by providing the Service Provider a written notice, in any of the following events which shall constitute a material breach of this Agreement:
- 12.2.1 receivership, liquidation or reorganization proceedings have been commenced by or against the Service Provider unless such proceedings are discharged within 21 (twenty-one) days (including the appointment of any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, permanent or interim receiver, administrator or any equivalent of such in respect of the Service Provider or any material part of its assets);

- 12.2.2 the Service Provider has become insolvent or commits an act of bankruptcy, or is unable to pay its debts (or is deemed as such for the purposes of any law) or admits inability to pay its debts as they fall due;
- 12.2.3 any of the representations or warranties made by the Service Provider in this Agreement or any certificate, schedule, instrument or other document delivered by the Service Provider pursuant to this Agreement have been false or misleading when made;
- 12.2.4 criminal charges were brought against the Service Provider or any of its shareholders, directors or officers;
- 12.2.5 the Service Provider paid or received a bribe or any other benefit or solicitation with regard to this Agreement or the Services, other than the Consideration according to this Agreement;
- 12.2.6 the Service Provider is found to be in conflict of interests with regard to this Agreement or the Services; or
- 12.2.7 the Service Provider has breached this Agreement which breach has not been cured by the Service Provider within 14 days from Atarim's written notice.

### 12.3 Effect of Termination

Upon the termination of this Agreement, for any reason, the Service Provider shall:

- 12.3.1 make all necessary arrangements and take all necessary measures for the proper and orderly cessation and transfer, as Atarim may direct, of the Services and the mitigation of any and all costs related thereto;
- 12.3.2 submit to Atarim all Deliverables and Services Products and any other document in its possession or by anyone acting on its behalf but if Deliverables are only partially completed the Service Provider shall have no liability for them. Deliverables will only be submitted provided that where Atarim have terminated in accordance with clause 12.1 full payment has been made by Atarim for Services completed to the date of termination;
- 12.3.3 return to Atarim any Confidential Information (including such Confidential Information held by all relevant personnel and sub-contractors), equipment or instruments that have been made available to the Service Provider (if applicable); and
- 12.3.4 submit to Atarim a final payment request for all outstanding amounts regarding Services performed by the Service Provider until the time the termination takes effect.

While concluding the amount of the final payment request and without derogating from any other remedy of Atarim relating to such termination, Atarim may deduct or set-off from the final payment due to the Service Provider all applicable amounts, according to Section 15.6 to this Agreement. The remaining final payment amount shall be paid to the Service Provider in accordance with the provisions of Section 4 above.

- 12.4 In any event of termination of this Agreement pursuant to this Section 12, the Service Provider

specifically, unconditionally and irrevocably waives and relinquishes any right it might have to claim enforcement, or for any injunctions, decrees, writs, caveats or any other procedure which may result in, directly or indirectly, a disturbance to, or the suspension of the implementation of the Services, and the sole remedy that may be available to the Service Provider shall be limited to monetary compensation.

- 12.5 It is hereby clarified that in any event of termination, for any reason, Atarim may complete the Services or arrange for any other entities to do so. Atarim and these entities may use the Deliverables provided by the Service Provider without any limitation or additional payment to the Service Provider, provided however, Service Provider shall have no liability whatsoever for such use by others or connection with any aspect of the Services not completed by the Service Provider.
- 12.6 Without derogating from Atarim's right under this Section 12 to terminate this agreement, Atarim may, at any time and for any reason suspend all Services or any part of the Services by providing the Service Provider with a seven (7) day prior notice, provided that if such suspension was not due to the performance of the Service Provider it shall not impact the right to be paid any amounts due for Services performed, and to the extent that such suspension makes it impossible to meet Milestones for payment, the Parties will work together in good faith to agree amounts for Services performed to be paid as if the Milestone had been completed except for the suspension.
- 12.7 Without derogating from any other provisions of this Agreement, following the termination of this Agreement, the provisions of Sections 7 (DAMAGE LIABILITY AND INDEMNIFICATION), 9 (INTELLECTUAL PROPERTY), 10 (CONFIDENTIALITY), 14 (GOVERNING LAW) and 15 (MISCELLANEOUS) shall survive the termination (for whatever reason) of this Agreement.

### **13 SUB-CONTRACTORS**

- 13.1 The Service Provider shall not engage with subcontractors for the provision of any of the Services, unless received Atarim's prior written consent, given at its sole discretion.
- 13.2 Subcontracting any part of the Services or any consent given by Atarim for such subcontracting (if at all), will not relieve the Service Provider from any warranties, liabilities or obligations under this Agreement and any breach by a sub-contractor of, or failure by a sub-contractor to comply with, the obligations of the Service Provider under this Agreement shall be deemed, for all intents and purposes, a breach or failure by the Service Provider itself.
- 13.3 Without derogating from any of the provisions in this Agreement, in any case in which any part of the Services is provided by a sub-contractor on behalf of the Service Provider following Atarim's prior written approval, the Service Provider shall ensure that the said sub-contractor holds insurance policies and bound by confidentiality undertaking, in compliance with the terms pursuant to this Agreement.

### **14 GOVERNING LAW**

- 14.1 This Agreement shall be governed and construed in accordance with the Laws of the State of



Israel (including non-contractual disputes or claims). The applicable courts in Tel Aviv shall have the sole jurisdiction with respect to any disputes under this Agreement.

- 14.2 Notwithstanding any other permitted mode of service, the Service Provider agrees that service of any claim form, notice or other document shall be duly served upon it if delivered by hand or by courier or sent by recorded or special delivery post or by E-mail, to the Service Provider's addresses as set above or to its agent in Israel **[enter full name of agent and address in Israel]** (the "**Agent for Service**").
- 14.3 The Service Provider hereby appoints the Agent for Services as its authorized agent for service of process for the purposes of Regulation 163 of the Israeli Civil Procedure Regulation.

## 15 MISCELLANEOUS

- 15.1 Agency. The Service Provider is not authorized to act as an agent of Atarim and is not authorized to accept any responsibility or obligation to a third party, on Atarim's behalf, without a prior written consent from Atarim.
- 15.2 Illegal Influence. The Service Provider shall not offer, provide or receive, directly or indirectly, any benefit, money or anything of value aimed to influence, directly or indirectly, the decision, act or omission of Atarim, office holder of Atarim, Atarim's employee, Atarim's representatives or any other party, concerning the Agreement or the Services.
- 15.3 Entire Agreement. This Agreement, including its Appendices and attachments, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements or understandings, written or oral, of the Parties with respect to that subject matter. This Agreement may be amended only by an agreement in writing executed and delivered by the Parties' duly authorized representatives (without derogating from any other right of Atarim pursuant to this Agreement).
- 15.4 No Lien. The Service Provider shall have no right of lien in or over any part of the Services, the Deliverable, the Confidential Information, the Services Products or any other asset or property of Atarim.
- 15.5 Assignments. Atarim will be entitled to assign or transfer any of its rights and/or obligations under this Agreement (or any part thereof) to any third party, at its sole and absolute discretion, provided that the Service Provider's rights under this Agreement will not be harmed. The Service Provider shall not assign, pledge, transfer or dispose in any manner whatsoever, whether directly or indirectly, any of its rights and obligations under this Agreement to any third party, unless it received Atarim's prior written consent.
- 15.6 Set Off. The Service Provider expressly waives any set off rights it might have towards Atarim pursuant to the Laws or otherwise. Atarim shall be entitled to set off any amount payable to it pursuant to the terms of this Agreement from any consideration payable to the Service Provider under this Agreement.
- 15.7 Severability. If any provision of this Agreement determined to be illegal, invalid or unenforceable,

the remaining provisions of this Agreement, to the extent permitted by law, shall remain in full force and effect, and the Parties will negotiate in good faith revisions to this Agreement to effect the intent of the severed provision in a manner permitted by Law.

- 15.8 Waiver. No failure or delay by either party to exercise any right or remedy provided to it under this agreement or Law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise by either party of that or any other right or remedy.
- 15.9 Third Party Rights. Except for any rights, indemnities or warranties expressly stated to be given in favor of a third party and which shall accrue directly for their benefit, none of the provisions of this Agreement are intended to confer a benefit on or be enforceable by any third parties according to the Law or otherwise.
- 15.10 Notices. Any notice or request given under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by registered mail or by email to the Party, at the Party's address as specified in the preamble of this Agreement (or at such other address as such Party shall have designated by written notice to the other Party). Any notice delivered by hand will be considered as if it was provided at the time of delivery; any notice sent by registered mail will be considered as if provided five (5) days following its delivery; any notice delivered by email will be considered as if it was provided on the following business day of the recipient and the sender will keep the approvals for the delivery of any notice in respect of this Agreement.
- 15.11 Force Majeure. For the purpose of this clause, "**Force Majeure**" means an event or circumstance which: (a) is beyond a Party's reasonable control; (b) could not have been reasonably foreseen by such Party at the date of the Agreement; (c) having arisen, such Party could not have avoided or overcome; and (d) is not substantially attributable to the other Party. Force Majeure may include but is not limited to: (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (ii) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war; (iii) riot, commotion, disorder, strike or lockout by persons other than in relation to Service Provider's personnel; (iv) munitions of war, explosive materials, ionising radiation or contamination by radio activity except as may be attributable to the Service Provider's actions; (v) inclement weather, flood, drought, fire or natural catastrophe such as earthquake, hurricane, typhoon or volcanic activity; (vi) disease outbreak, epidemic, pandemic or public health emergency; or (vii) restrictions imposed at law in response to Force Majeure, including embargo, quarantine or travel restrictions.

Notwithstanding anything contained herein to the contrary, should Force Majeure: (a) prevent, delay or hinder a Party from fulfilling its contractual obligations; or (b) compromise the health, safety and wellbeing or security of a Party's personnel; then such affected Party shall have the right, upon written notice to the other Party, to suspend all or any part of the Services and the Parties shall be discharged from further performance of the Agreement, provided that the Parties agree that Covid-19 (or any other pandemic) shall only be considered a Force Majeure only in relation to the obligation of the Service Provider to send personnel to the Final Report Meeting and only if such personnel cannot access Israeli airports due to Covid-19 (or any other pandemic) restrictions. In the event that the Services are suspended for a cumulative period of one hundred and eighty (180) calendar days, then either Party may terminate the Agreement upon seven (7) calendar days' written notice to the other Party.

15.12 It is clarified that in the event of any contradiction and/or inconsistency between the agreement documents, the order of precedence shall be as follows: (1) the SOW (Appendix A); (2) the stricter provision among the agreement documents, as determined at the sole discretion of the Company.

*[Signature Page Follows]*

**IN WITNESS WHEREOF** each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written.

Authorized signature(s) of Atarim:

---

*By its authorized signatory*

Name:

---

Address:

---

Authorized signature(s) of Service Provider:

---

*By its authorized signatory*

Name:

---

Address:


---


## **Appendix A**


### **Scope of Work**


#### **Attached as a separate document**


 2025.04.04 ADYR-RDG-P-00001\_SOW\_Planning, Design, Engineering & Consultancy Services-Marine Works


 Annex 9.1 - Reference Documents (1)

 Annex 9.2 - Reference Documents (2) - Drawings

 Annex 9.3 - Reference Documents (3) - ADYR Survey 2025-rev1

 Annex 9.4 - Reference Documents (4) - Additional Data by IEC

 Annex 9.5 - Consultants & Experts Employed by the Client

 Annex 9.6 - Preliminary Project Time Schedule-Marine Works

## **Appendix B**

### **Insurance**

1. Without derogating from its liability hereunder or under Law, the Service Provider shall procure and maintain the insurance policies as detailed in this insurance clause. (i) in respect of insurance policies providing coverage on a claims made basis, for the duration of the Term of the Agreement and for a period of seven (7) years following the expiry, completion, termination or cancelation (as the case may be) of this Agreement; and (ii) in respect of all other insurance policies, for the duration of the Term of the Agreement.
2. The Service Provider shall forthwith provide Atarim with evidence and/or certificate of insurance and/or policies signed by his insurer or the insurance broker, in accordance with the requirements and conditions mentioned on this section 2, including all its subsections:
  - 2.1. Third-Party Liability Insurance covering the legal liability of the Service Provider shall and its employees in connection with the Agreement, towards third parties, for physical injuries and/or property damages which may arise as a result of the services of the Agreement. The limit of liability thereof shall not be less than 250,000 USD for any one occurrence and in the aggregate for any annual insurance period.
  - 2.2. Employers' Liability Insurance and/or Worker's Compensation (as applicable) covering liability towards any and all persons and/or employers who shall be employed by the Service Provider shall in any duties connected with the Agreement.
  - 2.3. Professional Liability Insurance covering the legal liability of the Service Provider shall as a result of any negligent act, error or omission of the Service Provider, its employees, agents or other parties that may be engaged by the Service Provider in connection with the Agreement arising out of the services. The limit of liability thereof shall be no less than 5,000,000 USD for any one occurrence and in the aggregate for any insurance period. The Retroactive Date must coincide with, or precede, the commencement of the Agreement
  - 2.4. General:
    - 2.4.1. The insurance policies shall include Atarim and / or Tel Aviv Yafo municipality and their subsidiaries and employees (together regarding to this insurance Appendix: "Atarim") as an additional insured or shall be extended to indemnify Atarim for its liability due to any

act or omission of the service in connection with the Services, subject to a “cross liability” clause.

2.4.2. The insurance policies shall include a waiver of subrogation against Atarim. The waiver of subrogation shall not apply to the benefit of any natural person who causes malicious damage.

2.4.3. The insurance policies shall be primary to any insurance obtained or carried by Atarim and we waive any claim and/or demand and/or suit regarding participation in the insurance of Atarim.

2.4.4. The insurance policies may not be cancelled unless the insurer or anyone on his behalf will give Atarim prior written notice thereof at least sixty (30) days in advance.

3. Atarim may but is not obligated to check the insurance certificate issued by the Service Provider as aforesaid, and the Service Provider undertakes to make any changes and / or adjustments required to adjust the certificate of insurance his obligations under this Agreement. The Service Provider declares that Atarim rights to check and demand the changes as specified above do not impose on and / or anyone on its behalf any obligation and / or any responsibility regarding the insurances subject to the insurance approval and shall not derogate from any obligation, whether or not changes were required as specified above, whether or not the insurance approval was examined.
4. In the event that any insurance policy is due to expire or lapse prior to the end of the required validity period as specified in this insurance clause above, at least thirty (30) Days prior to the date on which it is due to expire or lapse, the Service Provider shall: (i) renew and extend the applicable insurance policy; and (ii) provide Atarim with a duly renewed and extended evidence of Insurance in respect of the applicable insurance policy.
5. Each and all insurance policies shall be issued by a recognized and reputable insurer.
6. The Service Provider shall pay any and all insurance premiums and deductibles in a timely manner and shall renew and extend the insurance policies as shall be necessary or required to ensure compliance with this Agreement and the Certificate of Insurance .
7. Furthermore, the Service Provider shall procure and maintain the following vehicle insurance policies, to which all applicable provisions of this insurance clause shall apply:
  - 7.1. Statutory motor bodily injury insurance; and
  - 7.2. Third party property damage liability insurance.
8. The limits of liability specified in section 2, are minimum amounts and the Service Provider shall have no claim or demand against Atarim or anyone on its behalf concerning or in connection with any matter related to the insurance requirements under this Agreement.
9. The Service Provider shall notify Atarim immediately of any event or circumstance which is likely to give rise to a claim under any of the insurance policies. Furthermore, and without derogating from the rights of the Service Provider insurer to manage or participate in the management (as

applicable) of claims under the insurance policies, the Service Provider shall cooperate with Atarim as may be necessary or required in order to reach a settlement with respect to any such insurance claim under the insurance policies, provided that nothing in this clause shall interfere with the Service Provider's insurers absolute right to handle and settle claims as they see fit.

10. Without derogating from any other provisions of this Agreement, to the extent that Subcontractors or Participating Entities are engaged by the Service Provider in connection with the Services and/or this agreement, the Service Provider shall ensure, as a precondition for the engagement of each and all such Subcontractors and Participating Entities, that they hold suitable insurance policies for their services, activities and involvement in connection with the services.
11. The Service Provider holds harmless and exempts Atarim and any person or entity on their behalf from any and all liability for loss or damage which occurs or may occur to property supplied by the Service Provider and/or anyone acting on its behalf in connection with the Services and/or this Agreement, including vehicles.
12. Breach of terms of any insurance policy by the Service Provider and/or anyone acting on its behalf shall not prejudice Atarim's indemnity in accordance with the insurance policies.
13. The obligations of the Service Provider under this insurance clause are material to this Agreement and any breach thereof shall constitute a material breach of this Agreement.



**Appendix C**

**Preliminary project time schedule**

**Attached as annex 9.6 to the SOW (Appendix A)**

**Appendix D**

**Tentative project organization chart**

**Attached as a separate document**

## Appendix E

### Payment Milestones

<b>1</b>	<b>PRELIMINARY PLANNING, DESIGN, ENGINEERING &amp; CONSULTANCY SERVICES</b>	
1.1	Submission of Feasibility Study Report of the Project, incorporating recommendations and/or instructions by the Employer's Architects and Consultants and the relevant Local Authorities and Stakeholders and including Project Design Schedule	3%
1.2	Submission of Report about the condition of the existing breakwaters, including program for (field) surveys to be conducted and incorporating recommendations in case rehabilitation and/or retrofit and/or upgrading and/or expansion is deemed necessary	3%
<b>2</b>	<b>MARINA - PLANNING, DESIGN, ENGINEERING &amp; CONSULTANCY SERVICES</b>	
2.1	Completion of Preliminary Design Study Report including Construction Cost Estimate and Application for Building Permit.	15%
2.2	Completion of Tender Documents for Construction including ITB, Threshold Requirements, Specifications, Drawings, Bill of Quantities, Construction Cost Estimate, Construction Schedule	17%
2.3	Provide Professional Services during construction stage(s)	10%
<b>3</b>	<b>BREAKWATERS - PLANNING, DESIGN, ENGINEERING &amp; CONSULTANCY SERVICES</b>	
3.1	Completion of Preliminary Design Study Report including Construction Cost Estimate and Application for Building Permit	15%
3.2	Completion of Tender Documents for Construction including Invitation to Bid document, Threshold Requirements, Specifications, Drawings, Bill of Quantities, Construction Cost Estimate, Construction Schedule	17%
3.3	Provide Professional Services during construction stage(s)	10%
<b>4</b>	<b>SUPREME SUPERVISION</b>	
4.1	Conduct Supreme Supervision visits at the project construction site + Submission Supreme Supervision Reports	10%



**THE DEVELOPMENT OF READING MARINA, TEL AVIV - ISRAEL**

**SCOPE OF WORK FOR PLANNING, DESIGN, ENGINEERING & CONSULTANCY SERVICES**

**Related To**

**MARINE WORKS, MARINE STRUCTURES AND ASSOCIATED FACILITIES -  
EXCLUDING LAND BASED WORKS**



March 24<sup>th</sup>, 2024

**A·D·Y·R**constructions



**THE DEVELOPMENT OF READING MARINA, TEL AVIV - ISRAEL**

**SCOPE OF WORK FOR PLANNING, DESIGN, ENGINEERING & CONSULTANCY SERVICES**

**Related To**

**MARINE WORKS, MARINE STRUCTURES AND ASSOCIATED FACILITIES -**

**EXCLUDING LAND BASED WORKS**

Client	ATARIM/TEL AVIV YAFO Municipality			
Title	The Development of Reading Marina, Tel Aviv – Israel Scope of Work for Planning, Design, Engineering & Consultancy Services			
Sub-Title	Related to Marine Works, Marine Structures and Associated Facilities - excluding Land Based Works			
Prepared by:	ADYR Constructions, Omer Industry Park 84965, P.O. Box 3025, Israel			
Document No.	2024.03.24 ADYR-RDG-P-00001			
<b>Rev.</b>	<b>date</b>	<b>Written by</b>	<b>Checked by</b>	<b>Approved by</b>
0	24/03/2024	KvW	YS	RL

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# 1. INTRODUCTION

Reading Power Station is located at the north part of Tel Aviv, State of Israel. ATARIM and TEL AVIV YAFO Municipality (“the Client”) intend to rehabilitate the existing Reading Anchorage and to transform the site into a Marina suitable for pleasure craft and small boats (approximately 300 berths) within the existing rubble mound breakwaters of the cooling water basin. This document describes the Scope of Work (SOW) for Planning, Engineering and Consultancy Services related to certain marine works, marine structures and associated facilities.

The power station was built during 1937-1938 with a capacity of 12MW. Its’ capacity was increased in later years. Currently, only the two “D” power units are operational, with each unit capable of producing 214 MW. The station is powered by natural gas. In 2011, a 60-dunam (15-acre) public park was dedicated west of Reading with paved paths linking the site to Tel Aviv Port and the northern beach boardwalk.

The power station was named after Rufus Isaacs, 1<sup>st</sup> Marquess of Reading, Lord Chief Justice of England and Viceroy of India, who became chairman of the Palestine Electric Corporation in 1926.



Figure 1: Aerial view of Reading Power Station, cooling water basin and rubble mound breakwaters (source: Google Earth 2022).





Figure 2: Reading Dock Tel Aviv Yafo Plan No. 4564. Construction and Development (indicative impression for information only).

## 2. DEFINITIONS, ABBREVIATIONS, ACRONYMS

ASTM	American Society for Testing and Materials
BAT	Best Available Techniques
BIM	Building Information Modeling
BOQ	Bill of Quantities
BS	British Standards
CAMERI	Coastal and Marine Engineering Research Institute, Haifa, Israel
CCTV	Closed-circuit television (video surveillance)
CIRIA	Construction Industry Research and Information Association
Client	Atarim Group/Tel Aviv Yafo Municipality
Consulting Firm	The selected entity with proven experience and expertise in the comprehensive planning, engineering, design and consultancy services of marinas for yachts and small craft, including, inter alia, breakwaters, berths, jetties, piers, quays, dredging, moorings, navigation, utilities and associated facilities.
CS	Capability Statement
D&C	Design and Construct
EN	European Norm
EPC	Engineering, Procurement and Construction
FTP	File Transfer Protocol
IEC	Israel Electric Corporation
ILSD	Israel Land Survey Datum
INGL	Israel Natural Gas Lines
IOLR	Israel Oceanographic & Limnological Research Institute, Haifa, Israel
IS	Israeli Standards
ITB	Invitation to Bid
Navigation Aids	Beacons, Lanterns, Towers, Poles, Radar Reflectors, Buoys
MEP	Ministry of Environmental Protection – Marine and Coastal Environment Division
MS	Method Statement
MOD	Ministry of Defense
MOH	Ministry of Health
MOT	Ministry of Transport, Administration of Shipping and Ports
NCR	Non-Conformance Report
NTP	Notice to Proceed
PIANC	World Association for Waterborne Transport Infrastructure
QA	Quality Control
QC	Quality Assurance
Quay Accessories	Fenders, Bollards, Ladders, Walkways

ROV	Remotely Operated Vehicle
RFC	Request for Clarifications
RFP	Request for Proposals
SLR	Sea Level Rise
SOW	Scope of Work for Design and Consultancy Services
Utilities	Water, drainage, electrical, communications infrastructure, conduits, sleeves, power pedestals, fuel stations, etc.

Table 1: Definitions, Abbreviations, Acronyms.

The websites of some relevant institutions and organizations are shown in Table 2.

Name	Website
ADYR	<a href="http://www.adyr.co.il">www.adyr.co.il</a>
ATARIM	<a href="http://www.atarim.gov.il">www.atarim.gov.il</a>
CAMERI	<a href="http://www.cameri-eng.com">www.cameri-eng.com</a>
IEC	<a href="http://www.iec.co.il">www.iec.co.il</a>
INGL	<a href="http://www.ingl.co.il">www.ingl.co.il</a>
IOLR	<a href="http://www.ocean.org.il">www.ocean.org.il</a>
MEP	<a href="http://www.gov.il/en/departments/topics/seas_and_coasts/govil-landing-page">www.gov.il/en/departments/topics/seas and coasts/govil-landing-page</a>
MOT, Administration of Shipping & Ports	<a href="http://www.gov.il/en/departments/authority_of_shipping_and_ports/govil-landing-page">www.gov.il/en/departments/authority_of_shipping_and_ports/govil-landing-page</a>
PIANC	<a href="http://www.pianc.org">www.pianc.org</a>
TEL AVIV YAFO Municipality	<a href="http://www.tel-aviv.gov.il">www.tel-aviv.gov.il</a>

Table 2: Websites of some relevant institutions and organizations (indicative, not exhaustive).

### 3. STANDARDS, CODES OF PRACTICE, GUIDELINES

The Consulting Firm shall propose the recommended Israeli and international Standards, Codes of Practice and Guidelines. Some typical, arbitrary examples (indicative, not exhaustive) are, for example:

- PIANC Guidelines for Marina Design, Report No. 149, Parts 1, 2 and 4 (2016-2017).
- The Yacht Harbour Association Ltd. – A Code of Practice for the Design and Construction of Marinas and Yacht Harbours, 7<sup>th</sup> edition (2013).
- Guidelines for Design of Marinas (2001), Australian Standard AS 3962-2001.
- CIRIA, CUR, CETMEF (2007): The Rock Manual. The Use of Rock in Hydraulic Engineering (2<sup>nd</sup> Edition), C683.
- Metallurgical and Inspection Requirements for Cast Sacrificial Anodes for Offshore Applications, NACE RP0387.
- IHO Standards for Hydrographic Surveys, Special Publication No. 44, 6<sup>th</sup> Edition, 2020.

The Consulting Firm may recommend and/or propose other and/or additional Standards, Codes of Practice and Guidelines than those listed above. BIM standards shall be included (guidelines for the organization and digitization of information about buildings and civil engineering works).

Reference is made to the “General Specifications for Construction” (the Blue Book), published by the Interministerial Committee, as amended from time to time, also referred to as “General Specifications” or G.S. and to specific Israeli Standards (IS), which are all written in Hebrew. Codes of Practice and Standards shall be Israeli, except where no such standards are available or they are deemed to be not suitable, then the most-up-to-date International Codes and Standards shall be applied, for example PIANC, CIRIA, ASTM, EN, BS, etc.

## 4. LOCAL OUTLINE PLAN (Excerpts)

Reading Marina must be designed and developed in accordance with the approved local planning regulations. Some relevant excerpts of the Local Outline Plan are mentioned below, based on the **“Planning & Building Law 1965 – Program Instructions 507-0524777 – File 4564 – Recreation & Water Sports at Reading Dock – Local Outline Plan”** (Hebrew) dated 08/11/2023. See Annex 10.1: Reference Documents. The excerpts below are indicative and not exhaustive. In case of translation ambiguities, the Hebrew text prevails.

### Explanatory Notes to the Program (page 2)

The goal of the plan: to rehabilitate the existing Reading anchorage into an active anchorage, which includes about 300 berths by virtue of TA-5000 and TAMA 10/a/3.

Plans in the land sector: Anchorage services for operation and service, including the allocation of an area for maritime education, sailing clubs and commercial areas for users and visitors.

In addition, the plan enables regulation of the required infrastructures while being subject to safety arrangements for the coastal gas distribution station existing on site, for IEC facilities, etc. In the maritime field: installation of piers and docks, including supporting infrastructure systems for anchored vessels. Make engineering adjustments in the breakwater at the bottom and sides of the anchorage.

### Program Settings (page 10)

In this program, each of the terms listed below shall have the meaning appearing on the side of the definition, unless it's implied differently from the provisions of the plan or the context of things.

Term	Definition
The Quiet Pool	The body of water located east of the anchorage and the pedestrian bridge and is not included in the scope of the plan
Terrestrial structures	All construction in the land area that forms the east wall of the sea
Marine structures	Structures for establishing a land area within the sea and including breakwaters, docks and marginal piers
Secondary breakwater	The northernmost maritime anchorage area facing the open sea
Main Breakwater	The westernmost maritime anchorage area facing parallel to the open sea

Table 3: Terms and Definitions in Local Outline Plan.

Any term that has not been defined in this plan shall have the meaning given to it in the Planning and Building Law, 5725-1965 (hereinafter: “the Law”) or in the regulations promulgated pursuant thereto, in the absence of any other intention implied.

### Terrestrial Structures (page 12)

Note: Terrestrial Structures (Land Based Works) as described below are excluded from the SOW.

1. Office system for anchorage operation and management.
2. Maintenance and storage for vessels and related equipment.
3. Education in the marine field, including water sports and diving and sailing clubs.
4. Commerce, including catering services.
5. Temporary stalls for commercial, cultural, educational and leisure uses.
6. Stations for emergency services such as fire station, Magen David Adom and police, border control.
7. Open public spaces.
8. Active recreational facilities, play facilities.
9. Car crossings, operational parking, bus parking and disabled parking
10. Toilets and showers, including a land-based sanitary wastewater disposal facility.
11. Engineering facilities integrated into buildings including sewage, gas, electricity, communications.
12. Crane for lifting vessels if necessary.
13. Facilities to produce renewable energy such as: wind, sea waves or solar.
14. Garbage storage facilities

### Dock – Land Domain (page 13)

#### TAMA 37/a/2/

1. The land area between the cooling pond to the west and the Reading power station to the east shall be open to the public and in accordance with the natural gas safety order according to TAMA 37/a/2 and the Master Plan TA/5000. Carrying out work to expand or consolidate this area, including the passage of heavy mechanical engineering equipment, on the adjacent bridge and above the overhead natural gas transmission line that crosses the Quiet Pool, shall be in accordance with the permitted loads as determined by an authorized entity in the field when submitting an application for a building permit, in coordination with INGL and/or gas authority.
2. Hazardous materials and other limitations shall not extend beyond the Blue Line of the power plant to the area of the plan for the dock.
3. The Quiet Pool will be controlled by the dock operator. Prevent access and take all precautions both from the terrestrial coastal environment and from the direction of the anchorage. The first building permit in the area of the plan will be attached to the safety plan regarding the risks of the Quiet Pool.

#### Parking

1. Disabled parking, buses, emergency vehicles and operational vehicles will be allowed in the anchorage area according to the valid standard at the time of issuance of a building permit.
2. In the architectural design and development plan, designated areas will be designated for parking vehicles and two-wheeled vehicles.

3. The plan does not add parking spaces except as specified in section 1.

#### Dock – Marine Domain (page 13)

##### Uses

1. Breakwater.
2. Docks, piers, mooring vessels including moorings for sports and maritime education and transit for users of the dock.
3. In the area of the anchorage: containers with a volume of about 2,000 liters will be placed for the absorption of oil, including the reservoir legally. A dedicated facility for pumping stormwater with a volume of about 1,000 liters will be installed, including a pump and a separator, a container will be installed, including a pump for pumping contaminated seawater, all according to the law.
4. Lighthouse.
5. Renewable energy production facilities such as sea, solar and wind waves.
6. Water quality monitoring facilities.
7. Move a vessel to the mainland if necessary.
8. Overpass (bridge) between parts of land and pedestrian and bicycle traffic.
9. Barrier between the anchorage areas and the Quit Pool.
10. Crane as needed.

#### Dock – Marine Domain (page 14)

1. Access to marine structures
  - a) Access to the anchorage areas in the maritime area and the access docks to the vessels will be permitted in accordance with the guidelines of the dock management.
  - b) The main breakwater will be defined as an open public area for pedestrians, emergency vehicles and maintenance. In this territory activities such as temporary fairs will be permitted. The transition to the public will be more in accordance with the instructions of the dock management.
  - c) At the end of the main breakwater, a lighthouse and a point of sale such as a kiosk will be permitted.
  - d) At the end of the main breakwater, free passage for the public will remain at least 2 meters wide.
  - e) Detailed planning of the marine structures will take into account sea level rise at a height acceptable in the literature when appointing the planning, no less than a meter by the end of the century.
2. The area marked in the sketch as an area of construction restrictions from the gas infrastructure is subject to what is specified in National Outline Plan 37/a/2 and according to the actual existing infrastructure.
3. Movement and docking of various vessels will be permitted in accordance with the instructions of the Dock Administration.
4. At least 20% of the marine area will be allocated for sports and marine education.

5. Restoration, expansion, elevation, and sealing above the waterline of existing breakwaters and extension of existing breakwaters will be possible for the secondary breakwater.
6. Infrastructure lines, including gas, will be allowed to pass.
7. At each stage of the development of the berth, the minimum scope of docking places for maritime education shall not be less than 10% of the total docking places or 30 places, whichever is larger. These places will be arranged at the docks adjacent to the exit from the anchorage to the open sea.

Conditions in the Licensing Process (page 19)

6. In the marine space:
  - a) Promenade on the breakwaters, including guardrails, living areas and areas that will allow temporary stalls.
  - b) Design of the lighthouse and its surroundings, relating to the development of a trading point in the lighthouse.
  - c) Construction of piers and docks according to a detailed design and development plan.
  - d) If necessary, the boats and a lifting crane for vessels.
  - e) Providing a solution for all suitable infrastructure for vessels such as electricity/water/sewage disposal connections.



## 5. SCOPE OF WORK FOR PLANNING, DESIGN, ENGINEERING & CONSULTANCY SERVICES

### 5.1. GENERAL

The SOW includes rehabilitation of the existing Anchorage and the development of a Marina for approximately 300 berths within the boundaries of the existing cooling water basin of the Reading power station.

The Client appointed **ADYR Constructions** ([www.adyr.co.il](http://www.adyr.co.il)) to oversee, coordinate and manage the planning, design, engineering & consultancy services by the Consulting Firm. The services shall be conducted in Hebrew and English. If the Consulting Firm is based abroad, it's strongly recommended that the Consulting Firm appoints a competent local representative (Engineer and/or Architect) with a local office to assist, inter alia, with the Hebrew documents, application for Building Permit Plan(s), attend local meetings, interact with local authorities, obtain quotations of local contractors, suppliers, vendors, service providers, etc.

The Consulting Firm shall submit a Preliminary Design Study including three (3) alternative solutions for the Client's evaluation, which shall address, inter alia, layouts and all items as further mentioned in the SOW. Alternative solutions could be, for example: Floating docks secured by chains and anchors, or by vertical piles or a combination of both or any other solution.

The SOW for planning, design, engineering, and consultancy services is not a "Stand Alone" project. The Client already carried out initial planning and research jobs. Attention should be given, inter alia, to the coastal research reports by H.R. Wallingford Ltd. The Consulting Firm shall integrate its' engineering design solutions with the plans of third party planners and designers which are assigned by the Client. For example, architecture, buildings, onshore facilities, utilities, roads, paving, fences, sewage, soil, environmental, safety, security, electrical lines, etc.

Important: It is emphasized that the Application(s) for the Building Permit Plan(s) of Reading Marina must be signed by an approved structural engineer holding a license from an approved education institute in Israel, such as the TECHNION and who is authorized to sign such papers. The Consulting Firm shall provide and manage such an engineer and shall assist and be fully responsible in the preparation of the Application(s) for the Building Permit Plan(s), which are written in Hebrew.

The power station is still operational from time to time, cooling water periodically enters the power station and excess cooling water is discharged intermittently into the Yarkon River estuary (see the relevant Wallingford report).

The Consulting Firm shall apply Best Industry & Engineering Standards and BAT.

## 5.2. PLANNING, DESIGN, ENGINEERING AND CONSULTANCY TASKS

The following list gives a limited impression of the planning, design, engineering and consultancy topics and tasks that the Consulting Firm shall address and develop. The list is not exhaustive. The Consulting Firm is responsible for implementing the planning, design, engineering and consultancy tasks, applying the best and most-up-to-date international Codes of Practice and Standards, such as, inter alia, the PIANC Guidelines for Marina Design and others.

### 5.2.1. Methodology

Provide a detailed description of the proposed methodology and time schedule for the planning, design, engineering and consultancy services for the Reading Marina project including, inter alia, introduction, review of specific site conditions, detailed standards, codes of practice and guidelines for the design, concepts for alternative solutions, etc. for approval by the Client.

### 5.2.2. Research and Investigations

1. Desktop study of relevant reference documents, reference drawings, bathymetric and topographic survey charts, diving reports (Hebrew and English). A limited list of reference documents is shown in Annexes 10.1 and 10.2.
2. Study the relevant statutory building plan(s) and regulations, including TAMA, etc. (in Hebrew) and apply the instructions.
3. Record all existing emerged, buried, submerged and submarine infrastructure, such as gas pipeline, telecommunication lines, electrical power supply lines, potable water supply lines, wrecks, objects, obstacles, etc.
4. Check soil, site, environmental and physical conditions.
5. Determine Israeli and International Codes of Practice and Standards for design, construction and maintenance of Marinas.
6. Check with IEC the historical dredge records in the basin.
7. Conduct site tours and visits (land & sea).

### 5.2.3. Feasibility Study

1. Conduct a feasibility study to assess the viability and potential environmental impacts of the marina.
2. Identify the target market and demand for yacht and sailing services.
3. Evaluate the economic, social and environmental aspects of the project.

### 5.2.4. Marketing and Stakeholder Engagement

1. Provide guidelines in developing a marketing strategy to attract yacht owners and sailing enthusiasts.

2. Provide guidelines in engaging with the local community, government agencies and potential users to address concerns and build positive relationships.

#### 5.2.5. Consultation and Coordination

1. Consultation and coordination (Hebrew, English) with the Client, including all relevant consultants and advisors appointed by the Client, about topics such as, inter alia:
  - Environmental
  - Oceanographic, Hydraulic, Meteorologic
  - Geological, Geophysical, Seismic
  - Sedimentological
  - Hydrological
  - Planning, Architectural
  - Structural
  - Roads, Paving, Utilities
2. Consultation and coordination (Hebrew, English) with, inter alia:
  - IEC Engineering Department
  - Tel Aviv Yafo Municipality Engineering Department and/or ATARIM
  - HR Wallingford Ltd.
  - CAMERI and/or IOLR
  - INGL, MEP, MOT
  - Any other relevant local and/or national authority and/or institute

#### 5.2.6. Coastal, Hydraulic, Sedimentological and Meteorological

1. Water levels and tides, wind, waves, (rip)currents, sediments.
2. Climate change and SLR.
3. Numerical wave modelling.
4. Physical model tests (2D, 3D).
5. Determination of design wave event(s)
6. Wave overtopping study of breakwaters.
7. Wave penetration modelling
8. Hydraulic boundary conditions
9. Berthing tranquility
10. Wave reflection
11. Coastal hydrodynamics
12. Water circulation in the basin (refreshing the water mass in the basin), basin flushing and silting.
13. Tsunami event
14. Scour Protection
15. Sediment transport
16. Stability and/or erosion of beaches

#### 5.2.7. Building Permit Plan(s)

1. Prepare the Application(s) for Building Permit Plan(s). The Client will provide support and assistance where possible.
2. Accept the nomination as the Project Structural and Marine Engineer and act according to Israeli law.
3. Sign as the responsible entity for structural engineering and the Auditor of the Project (Form 1 – BPR).
4. Provide structural analysis calculation as required according to Israeli law.
5. Provide the required drawings to support the BPR-DWG files of the engineering works.

#### 5.2.8. Staging Area(s)

1. Provide recommendation(s) of Staging Area(s) for future Contractor(s) and temporary access roads to the construction site(s).
2. Provide recommendation(s) about Demolitions and Removals (if any).

#### 5.2.9. Dredging, Nautical and Navigation

1. Nautical study (channel and basin depths, approach, entrance, berthing of vessels, marine traffic, turning circles, maneuvering), provide detailed design drawings.
2. Ship Maneuvering Simulations.
3. Ship Downtime Assessment Study.
4. Navigation Aids (lights, buoys, radar reflectors, etc.).
5. Marine Traffic Control.
6. Dredging and disposal of dredged materials.
7. Plan and execute necessary dredging activities to maintain appropriate water depths.
8. Develop a sediment management plan to address potential environmental impacts. To be done together with Environmental Consultant.

Note: The Client's architect shall design the lighthouse or light tower. The Consulting Firm shall recommend the type of beacon(s), manufacturer, nautical range, elevation, etc.

#### 5.2.10. Bathymetry, Topography and Diving

Provide recommendations and guidelines about:

1. Bathymetric surveys, multi-beam echosounder surveys, Shaded Relief images, point cloud and 3D visualization.
2. Surveys in shallow waters (0-3 m depth).
3. Topographic surveys, including the use of drones.
4. Underwater inspections, including by divers, ROV's.

### 5.2.11. Marina Planning, Design, Engineering and Specifications

1. Specify the number and types of berths based on the expected demand and market analysis.
2. Berthing systems. Define the size and configuration of each berth, considering variations to accommodate different yacht and sailing boat sizes.
3. Determine the maximum number of boats the marina can accommodate simultaneously.
4. Consider both transient (short term) and permanent (long term) berths in the capacity calculations.
5. Define the sizes of slips or mooring spaces, considering the range of boat sizes expected to use the marina.
6. Consider variations in slip dimensions to accommodate different types of vessels.
7. Plan for accessible berths suitable for people with disabilities.
8. Consider the need for larger turning areas or specialized facilities to accommodate specific boat types.
9. Establish minimum separation distances between berths and navigational channels to ensure safe maneuverability for boats. Consider environmental and safety regulations when determining these distances.
10. Specify the maximum draft (depth) of boats that the marina can accommodate.
11. Ensure that the navigational channels and berths have adequate depth for various vessel sizes.
12. Define the types of vessels the marine is designed to accommodate, such as sailing yachts, motor yachts, catamarans, etc.
13. Consider whether the marina will cater to specific sailing sports or events.
14. Differentiate between transient berths for short term visitors and permanent berths for long term mooring.
15. Define the proportion of each type based on market demand.
16. If applicable, include specifications for superyacht berths, considering their unique size and infrastructure requirements.
17. Define the size and capacity of boatyard facilities for maintenance and repair work.
18. Specify the availability of utilities (electricity, water, Wi-Fi) at each berth.
19. Define other services provided, such as concierge services, security and marina amenities.
20. Plan for waiting areas for arriving boats and guest facilities for marina users.
21. Ensure that all marina definitions comply with local regulations, industry standards and environmental guidelines.
22. Develop and operational plan for the Marina, including staffing, maintenance schedules and emergency response protocols.
23. Implement best practices for efficient marina operations.

24. Design the layout, including berths, docks, piers and navigation channels.
25. Consider the needs of various yacht sizes and sailing sports requirements.
26. Include facilities such as fuel stations, pedestals, pump-out stations and waste disposal.
27. Provide detailed, comprehensive design drawings.

#### 5.2.12. Structural (Jetties, Berths, Piers, Docks and Quays)

1. Provide detailed, comprehensive design drawings, including jetties, berths, piers, quays, docks, anchor systems, etc.
2. Live loads, vehicle loads, deck loads.
3. Ship to shore connections (electricity, fuel, potable water, telecommunication, internet).
4. Corrosion protection of steel elements, such as coating, anodes, etc.
5. Fenders, bollards, ladders, walkways.
6. Slipway, Boat ramp (excluding the crane for lifting vessels, mechanical facilities, etc.) or synchro-lift.
7. All other marina and/or port facilities required to enable the vessels/yachts to moor and unmoor without problems.
8. Access Roads.
9. Determine design lifetime, technical lifetime and economical lifetime.
10. Demolitions and Removals.

#### 5.2.13. Breakwaters

1. Provide detailed, comprehensive design drawings.
2. Check if existing Breakwaters can remain AS-IS or need rehabilitation and/or retrofit and/or upgrading and/or expansion.
3. Conduct hydraulic stability analysis.
4. Conduct seismic stability analysis.
5. Check wave agitation inside the basin.
6. Check if yachts are safe inside the Marina without upgrading the breakwaters.
7. Determine Design lifetime, technical lifetime and economical lifetime.
8. Demolitions, Removals and/or Restoration.
9. Check if heavy grade rocks can be supplied by stone quarries in Israel.
10. Check if pedestrians and cyclists can safely travel on the crest of the breakwaters (overtopping waves).

#### 5.2.14. Geotechnical, Geophysical and Seismic

1. Provide recommendations about the necessity of geotechnical and/or geophysical and/or seismic investigations.
2. Determination of design seismic event.
3. Soil stability analysis.
4. Settlements analysis.
5. Soil improvement (if needed).

#### 5.2.15. Interfacing, Overlapping, Coordination and Integration

Interfacing, overlapping, coordination and cooperation of the plans and layouts with:

- Third party designers and planners such as architects, landscapers, engineers, etc.
- Clients' legal and financial teams when preparing the Tender Documents.
- Police and National Security authorities.
- IEC, MEP, INGL, MOT, etc.

#### 5.2.16. Time Schedule

The Consulting Firm shall provide detailed time schedules for site investigation, research, testing, planning, permitting, design, engineering, construction and handing over, including Phase A and Phase B.

#### 5.2.17. Cost Estimates, Cost Control, Budget and BOQ

1. Develop comprehensive budgets and BOQ's for the entire project, including design, engineering, permitting, quantity surveying, construction, and operational phases, including alternative solutions, Phase A (Base Case) and Phase B (Optional Works).
2. Implement cost control measures to ensure the project stays within budget.
3. Request price quotations from local and foreign contractors, manufacturers, suppliers, vendors, service providers, sub-consultants, etc.
4. Consider escalation, contingencies, currency risks, maintenance & repair costs, life cycle costs, etc.

#### 5.2.18. Maintenance, Repairs and Warranty

1. Assessment of maintenance and repairs of the marine structures and associated facilities, including dredging.
2. Warranty Period after handing over.

#### 5.2.19. Tender Documents

Prepare the Tender Documents related to Design only or D&C (jointly with the legal and financial experts of the Client) for Phase A and Phase B. The Client shall assess whether Design only or D&C will be selected, depending, inter alia, on the cost estimates by the Consulting Firm, construction costs, etc. The Tender Documents shall include, inter alia, the Technical Specifications, BOQ's and Construction Time Schedules.

#### 5.2.20. Assistance during Tender Process(es)

The Consulting Firm shall assist the Client related to the ITB's, the bidding process and evaluation of the technical proposals and price proposals by the Bidders.

#### 5.2.21. QC and QA

The Consulting Firm shall:

1. Possess the following valid certificates (or equivalent):
  - **ISO 9001:2015** (or later) – Quality Management System
  - **ISO 14001:2015** (or later) – Environmental Management System
  - **ISO 45001:2018** (or later) – Occupational Health and Safety Management Systems
2. State its' QC policy and procedures.
3. Cooperate with QA audits by the Client (if required).

#### 5.2.22. Proof Engineering

Only if required: The Consulting Firm shall prepare and submit design reports for review by Proof Engineer(s), who are appointed by the Client.

#### 5.2.23. Environmental

1. Evaluate and integrate the EIA's (Hebrew).
2. Pollution control (water, air, soil, noise).
3. Assistance with Environmental permitting.
4. Provide recommendation(s) and guidelines to prevent and/or control entry of jellyfish into Reading Marina.

Note: The environmental tasks shall be done in cooperation with the Client's environmental consultant(s).

#### 5.2.24. Health and Safety

1. Hazardous materials.
2. Sewage, waste disposal, bilge water disposal.
3. Guard rails, anti-slip surface.



4. Check the safety of tourists, pedestrians, yachts, vessels, surfers, bathers, etc. typically on a hot summer's day and during a storm event and recommend safety precaution measures.
5. Medical Emergency and First Aid Station (to be planned and designed by others).
6. Incorporation of local Health, Safety and Environmental (HSE) laws, bylaws and practices.
7. Fire & explosion prevention, Firefighting systems.

#### 5.2.25. Security

The Consulting Firm shall be aware of existing and future security measures (planned and designed by others) in Reading Marina, inter alia:

1. CCTV system(s).
2. Public shelters.
3. Fences, Gates, Barriers, Guard Booths.

#### 5.2.26. Terrestrial Structures

Excluded from the SOW are Terrestrial Structures (Land Based Works) as described in section 4 above, which are done by other parties. Typical examples of terrestrial structures are, for example: onshore service buildings, residential buildings, office buildings, commercial buildings, public toilets and showers, warehouses, roads, carparks, main electrical power lines, sewage pipelines, main fresh-water pipelines, landscaping, dry garbage collection system, etc.

However, the Consulting Firm shall provide professional assistance with interfacing, overlapping, coordination and integration to achieve an overall holistic design of Reading Marina. In other words, the plans made by the Consulting Firm (Marine Works) and the plans made by others (Land Based Works) of Reading Marina shall be integrated into single, comprehensive plans.

#### 5.2.27. Site Supervision and Supreme Supervision

During construction of Reading Marina the Consulting Firm shall:

1. Visit and inspect the site at agreed intervals, including QC and/or QA.
2. Respond to transmittals, NCR's, RFC's submitted by the Contractor.
3. Update Specifications, BOQ's and/or design drawings (if needed).
4. Check and sign the AS-MADE/AS-BUILT drawings.

## 5.3. CONSULTING FIRM'S ORGANIZATION

### 5.3.1. Organization Chart

The Consulting Firm shall submit an Organization Chart showing the main functions and job titles, in-house consultants, external consultants, sub-consultants, responsibilities, etc.

### 5.3.2. Key Personnel

The Consulting Firm shall appoint a Project Manager for approval by the Client. The PM shall be an engineer (B.Eng. degree or higher) with at least ten (10) year relevant experience in similar works. The Consulting Firm shall not replace the approved PM, unless the Consulting Firm proposes a competent and professional replacement for approval by the Client. The PM shall be assisted and supported by a team of professional, experienced engineers and experts in their fields. The Consulting Firm shall submit the education details and resumes of the proposed Key Personnel to the Client for approval.

### 5.3.3. Reporting

As a minimum, the Consulting Firm shall report to the Client as follows:

1. Weekly progress meetings with Client (either in person or by video conference calls).
2. Monthly Progress Reports.
3. Submittals of technical notes, memos, letters, sketches, e-mails, etc.
4. Submit the deliverables as mentioned in section 8 below.
5. Supreme Supervision Reports.

All documents shall be transferred to a FTP (e.g. SharePoint) to be agreed with the Client.

## 6. PROJECT PHASES

The SOW shall include planning, engineering design of Reading Marina intended for construction in two (2) separate phases, namely Phase A (Base Case) and Phase B (Optional Works), see Figure 3.

### 6.1. PHASE A (Base Case)

The goal of Phase A is the earliest possible utilization of (part of) Reading Marina in its' basic shape. In other words: a quick start-up with minimum preparatory work, meaning that upgrading of the breakwaters (if necessary) should be avoided at this stage. The Consulting Firm shall investigate if this is feasible without compromising on safety. This means, for example, that maybe the berths along the rear side of the Main Breakwater cannot yet be installed due to risk of wave overtopping. And maybe the intended walkway on the crest of the Main Breakwater cannot yet be constructed due to risk of overtopping waves. The Consulting Firm shall check what's the possible boat capacity of the Marina in Phase A.

The Consultant Firm shall check the advantages and disadvantages of constructing Phases A and B separately or simultaneously.

After implementation of Phase A, the Client will evaluate the situation and decide if, and when, Phase B (Optional Works) will be implemented. Phase B depends, inter alia, on the available budget and commercial success of Phase A (laws of supply and demand).

### 6.2. PHASE B (Optional Works)

The goal of Phase B is to realize the maximum capacity of Reading Marina (counted in yachts and counted in the number of visitors, tourists, pedestrians, cyclists, etc.) and implement the "add-ons", such as, inter alia:

- a) Upgrade/Retrofit of Breakwaters (if needed).
- b) Berth(s) along the rear side of Main Breakwater.
- c) Walkway on top of Main Breakwater.
- d) Slipway / Boatlift / Boat Ramp / Synchro-Lift.

The Consulting Firm shall check if and how Phase B can be constructed without hindrance to the existing yachts in the basin (Phase A) and without compromising on safety. In other words: the Marina users should not be disturbed during construction of Phase B.

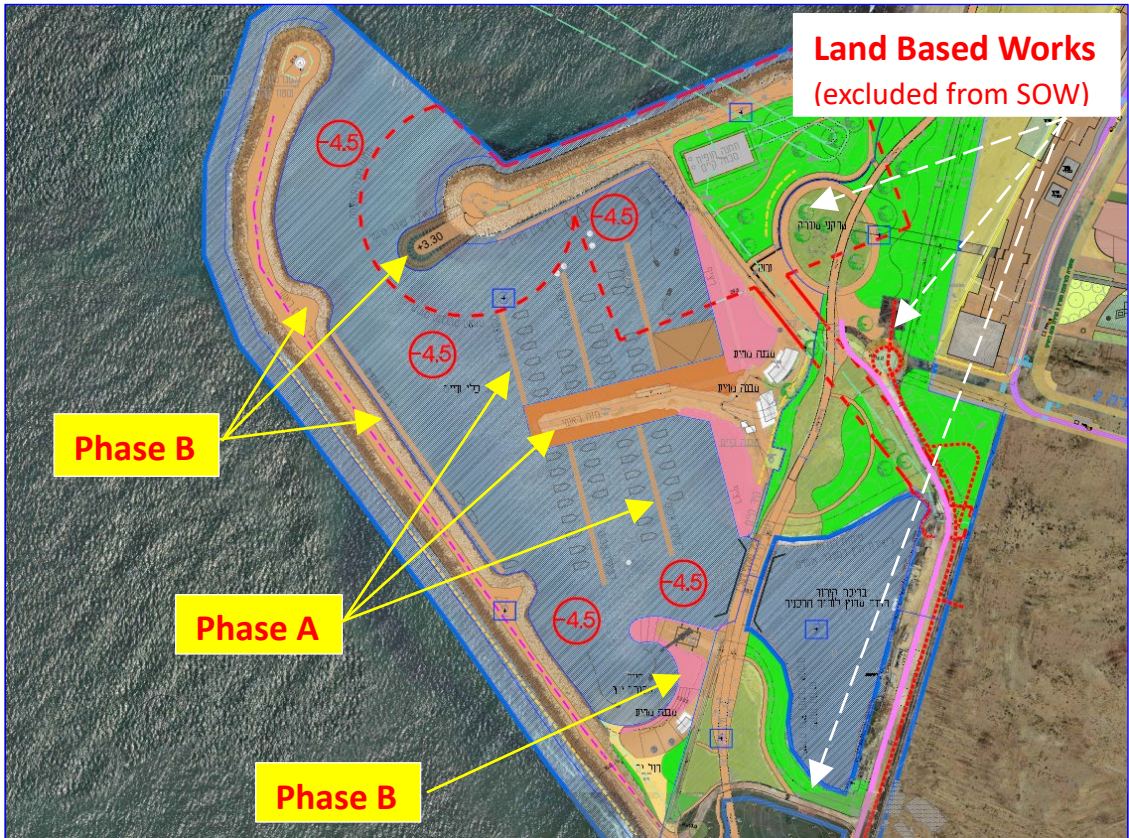


Figure 3: Schematic, indicative impression of Phase A (Base Case) and Phase B (Optional Works). For information only. The Consulting Firm shall make its' own assessment and recommendations.

## 7. PROJECT TIME SCHEDULE (Marine Works)

A tentative Project Time Schedule for the Planning, Engineering and Design of Reading Marina (Marine Works only) could be as follows:

#	Description / Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
<b>PRE-DESIGN PHASE</b>																															
1	Notice to Proceed	■																													
2	Obtain Expressions of Interest of Potential Consulting Firms	■	■																												
3	Write Invitation to Bid (ITB), including Threshold Requirements		■	■																											
4	Publish ITB's to Potential Consulting Firms & Follow-Up			■	■																										
5	Evaluation of Technical Proposals and Price Proposals					■	■																								
6	Appoint successful Bidder (Consulting Firm Marine Works)							■																							
7	Kick-off Meeting							■																							
<b>PHASE A (BASE CASE)</b>																															
8	Planning & Design according to SOW							■	■	■	■	■	■																		
9	Obtain Building Permit (integrated Marine & Land Works)												■	■	■																
10	Prepare Specifications, Drawings, Tender Docs for Contractors														■	■	■														
11	Submit Ultimate Deliverables Phase A																	■													
	Decision by Tel Aviv-Yafo/ATARIM (Construction Yes/No)																		■												
<b>PHASE B (OPTIONAL WORKS)</b>																															
12	Planning & Design according to SOW																			■	■	■	■	■							
13	Obtain Building Permit (integrated Marine & Land Works)																								■	■	■				
14	Prepare Specifications, Drawings, Tender Docs for Contractors																									■	■	■			
15	Submit Ultimate Deliverables Phase B																												■		
16	Decision by Tel Aviv-Yafo/ATARIM (Construction Yes/No)																													■	

Figure 4: Tentative Project Time Schedule for Planning, Engineering & Design of Reading Marina (Marine Works only).

Note: Construction of Marine & Land Based Works & Site Supervision are not shown. They shall be determined and integrated by the Consulting Firm.

## 8. DELIVERABLES

As a minimum, the Consulting Firm shall submit reports, documents and plans related to the following deliverables:

1. Evaluation based on Desktop study of reference documents, reference drawings, bathymetric and topographic survey charts, statutory building plans, etc.
2. Recommendations for further studies, investigations and/or tests (if required).
3. All topics and instructions as described in the SOW (this document).
4. Design Criteria (Basis of design), including Design Life, Return Period of Design Wave Event, Return Period of Design Seismic Event, Live Loads, Vehicular Loads, Vessel Characteristics, Design Water Depth, Codes and Standards, etc.
5. Interim Progress Reports.
6. Three (3) alternative solutions for evaluation by the Client, including, inter alia, specifications, plans, lay-outs, general arrangements, drawings, sections, sketches, cost estimates, budgets, BOQ's, time schedules, advantages and disadvantages.
7. Recommendations about realization of Phase A (Base Case), Phase B (Optional Works) or Phases A and B combined, including cost estimates, advantages and disadvantages, time schedules, etc.
8. Application(s) for Building Permit(s), signed by authorized structural engineer, as per Israeli law.
9. Standards, Codes of Practice and Guidelines for design, engineering, construction and maintenance of the Marina, including breakwaters, jetties, berths, piers, quays and associated facilities.
10. Technical Specifications, BOQ's and Time Schedules to serve as part of the Tender Documents to be submitted to future Contractor(s) who will be invited to construct Phase A and/or Phase B.
11. Drawings Album including, inter alia, plans, sections and construction details.
12. Coordinate grid, primary benchmarks and datum.
13. Market research of potential contractors, vendors and materials suppliers.
14. Recommendations, considering what's in the best interest of the Client, including about Design only or Design & Construct.
15. Supreme Supervision Reports (during and at completion of construction).

Documents shall be submitted in the following formats:

- Drawings in DWG with X-Refs and PDF.
- Time schedules in MS Project, PDF and Excel.
- Documents in MS Word and PDF.
- Calculations sheets in Excel and PDF.

The quantities, scales, shapes and presentation of the drawings in the drawings-album shall be agreed in advance with the Client (e.g. index, design criteria, plan views, general arrangements, layouts, sections, details, etc.).

## 9. DISCLAIMER

This SOW is preliminary and needs to be further developed and refined as the planning for Reading Marina goes ahead.



## 10. ANNEXES

### 10.1. REFERENCE DOCUMENTS

#	Title	Source	Date	Pages
1	History of Reading Power Station 1934-2011 (Hebrew)	IEC - Design & Engineering Dept.	Dec. 2011	221
2	Survey of the Breakwater at the Power Plant in Tel Aviv	Valeri Kagan	Sept. 2012	29
3	DER5812 Methodology Summary Report	HR Wallingford Ltd.	March 2018	37
4	DER5812 Site Inspection Report	HR Wallingford Ltd.	April 2018	18
5	DER5812 Calibration & Baseline Modelling Report	HR Wallingford Ltd.	May 2018	143
6	DER5812 Wave Agitation Modelling	HR Wallingford Ltd.	July 2018	114
7	Reading Marina: Final Report on Marina Upgrade in all matters related to marine structures (Hebrew)	R. Raviv Engineering & Consulting Ltd.	16/07/2018	4
8	Environmental Impact Assessment (EIA) – Part A (Hebrew)	ADAMA / Ari Cohen Architects & Urban Planners	01/05/2018	304
9	EIA – Part B (Hebrew)	ADAMA / Ori Cohen	01/05/2018	56
10	EIA – Part C (Hebrew)	ADAMA / Ori Cohen	01/05/2018	67
11	EIA – Part D (Hebrew)	ADAMA / Ori Cohen	01/05/2018	47
12	EIA – Part E (Hebrew)	ADAMA / Ori Cohen	01/05/2018	11
13	Environment-PPP slide show (Hebrew)	Unknown	02/01/2019	13
14	Planning & Building Law 1965 – Program Instructions 507-0524777 – File 4564 – Recreation & Water Sports at Reading Dock – Local Outline Plan (Hebrew)	Tel Aviv-Yafo Municipality	08/11/2023	25
15	Reading Marina – Outline for starting the development initiative – PPP slide show (Hebrew)	ADYR Constructions / Dr. Shuki Amrani / Ari Cohen, Michael Wind	13/12/2023	22

Table 4: Reference Documents (for information only).

## 10.2. REFERENCE DRAWINGS

#	Dwg. No.	Title	Source	Date
1	1	Bathymetric survey – Jaffa to Herzelia – General Map-Layout 1	Lia Marine Ltd.	July 2017
2	2	Bathymetric survey – Jaffa to Herzelia South – General Map-Layout 2	Lia Marine Ltd.	July 2017
3	3	Bathymetric survey – Jaffa to Herzelia – General Map-Layout 3	Lia Marine Ltd.	July 2017
4	1604-001	General plan	R. Raviv E & C	21/07/2018
5	1604-002	Principle breakwater sections	R. Raviv E & C	21/06/2018
6	1604-003	Typical sections of berths/Permanent piers	R. Raviv E & C	21/06/2018
7	1604-004	Floating piers	R. Raviv E & C	21/06/2018
8	1604-005	Lifting device, ramp, permanent dock	R. Raviv E & C	21/06/2018
9	1649-201	General plan to convert Reading Anchorage to Reading Marina	R. Raviv E & C	21/06/2018
10	1649-202	Floating docks in different alternatives	R. Raviv E & C	21/06/2018
11	1649-203	Main breakwater upgrade at Reading Marina – public promenade, breakwater sealing against water passage	R. Raviv E & C	21/06/2018
12	1649-204	Principle sections of main dock	R. Raviv E & C	21/06/2018
13	1649-211	General plan to convert Reading Anchorage to Reading Marina	R. Raviv E & C	21/06/2018
14	1649-212	Floating docks alternatives	R. Raviv E & C	21/06/2018
15	1649-213	Main breakwater upgrade at Reading Marina – public promenade, breakwater sealing against water passage	R. Raviv E & C	21/06/2018
16	1649-214	Main section of main pier	R. Raviv E & C	21/06/2018

Table 5: Reference Drawings (for information only).

### Notes:

- 1) The above reference documents and reference drawings are a limited selection and are for information only. The Consulting Firm will be given and should study more documents during the planning & design process.
- 2) The drawings made by R. Raviv (2018) are just a feasibility study, are for information only and may not be relevant and/or appropriate. The Consulting Firm shall make its' own assessment, plans and drawings.

## Appendix B - insurance

1. Without derogating from its liability hereunder or under Law, the Service Provider shall procure and maintain the insurance policies as detailed in **שגיאה! מקור ההפניה לא נמצא.** (i) in respect of insurance policies providing coverage on a claims made basis, for the duration of the Term of the Agreement and for a period of seven (7) years following the expiry, completion, termination or cancellation (as the case may be) of this Agreement; and (ii) in respect of all other insurance policies, for the duration of the Term of the Agreement.
2. The Service Provider shall forthwith provide Atarim with evidence and/or certificate of insurance and/or policies signed by his insurer or the insurance broker, in accordance with the requirements and conditions mentioned on this section 2, including all its subsections:
  - 2.1 Third-Party Liability Insurance covering the legal liability of the Service Provider shall and its employees in connection with the Agreement, towards third parties, for physical injuries and/or property damages which may arise as a result of the services of the Agreement. The limit of liability thereof shall not be less than **250,000 USD** for any one occurrence and in the aggregate for any annual insurance period.
  - 2.2 Employers' Liability Insurance and/or Worker's Compensation (as applicable) covering liability towards any and all persons and/or employers who shall be employed by the Service Provider shall in any duties connected with the Agreement.
  - 2.3 Professional Liability Insurance covering the legal liability of the Service Provider shall as a result of any negligent act, error or omission of the Service Provider, its employees, agents or other parties that may be engaged by the Service Provider in connection with the Agreement arising out of the services. The limit of liability thereof shall be no less than **5,000,000 USD** for any one occurrence and in the aggregate for any insurance period. The Retroactive Date must coincide with, or precede, the commencement of the Agreement
  - 2.4 General:
    - 2.4.1 The insurance policies shall include Atarim and / or Tel Aviv Yafo municipality and their subsidiaries and employees (together regarding to this insurance Appendix: "**Atarim**") as an additional insured or shall be extended to indemnify Atarim for its liability due to any act or omission of the service in connection with the Services, subject to a "cross liability" clause.
    - 2.4.2 The insurance policies shall include a waiver of subrogation against Atarim. The waiver of subrogation shall not apply to the benefit of any natural person who causes malicious damage.
    - 2.4.3 The insurance policies shall be primary to any insurance obtained or carried by Atarim and we waive any claim and/or demand and/or suit regarding participation in the insurance of Atarim.
    - 2.4.4 The insurance policies may not be cancelled unless the insurer or anyone on his behalf will give Atarim prior written notice thereof at least sixty (30) days in advance.
3. Atarim may but is not obligated to check the insurance certificate issued by the Service Provider as aforesaid, and the Service Provider undertakes to make any changes and / or adjustments required to adjust the certificate of insurance his obligations under this Agreement. The Service Provider declares that Atarim rights to check and demand the changes as specified above do not impose on and / or anyone on its behalf any obligation and / or any responsibility regarding the insurances subject to the insurance approval and shall not derogate from any obligation, whether or not changes were required as specified above, whether or not the insurance approval was examined.
4. In the event that any insurance policy is due to expire or lapse prior to the end of the required validity period as specified in this insurance clause above, at least thirty (30) Days prior to the date on which it is due to expire or lapse, the Service Provider shall: (i) renew and extend the applicable insurance policy; and (ii) provide Atarim with a duly renewed and extended evidence of Insurance in respect of the applicable insurance policy.

5. Each and all insurance policies shall be issued by a recognized and reputable insurer.
  6. The Service Provider shall pay any and all insurance premiums and deductibles in a timely manner and shall renew and extend the insurance policies as shall be necessary or required to ensure compliance with this Agreement and the Certificate of Insurance.
  7. Furthermore, the Service Provider shall procure and maintain the following vehicle insurance policies, to which all applicable provisions of this insurance clause shall apply:
    - 7.1 Statutory motor bodily injury insurance; and
    - 7.2 Third party property damage liability insurance.
  8. The limits of liability specified in section 2, are minimum amounts and the Service Provider shall have no claim or demand against Atarim or anyone on its behalf concerning or in connection with any matter related to the insurance requirements under this Agreement.
  9. The Service Provider shall notify Atarim immediately of any event or circumstance which is likely to give rise to a claim under any of the insurance policies. Furthermore, and without derogating from the rights of the Service Provider insurer to manage or participate in the management (as applicable) of claims under the insurance policies, the Service Provider shall cooperate with Atarim as may be necessary or required in order to reach a settlement with respect to any such<sup>1</sup> insurance claim under the insurance policies, provided that nothing in this clause shall interfere with the Service Provider 's insurers absolute right to handle and settle claims as they see fit.
  10. Without derogating from any other provisions of this Agreement, to the extent that Subcontractors or Participating Entities are engaged by the Service Provider in connection with the Services and/or this agreement, the Service Provider shall ensure, as a precondition for the engagement of each and all such Subcontractors and Participating Entities, that they hold suitable insurance policies for their services, activities and involvement in connection with the services.
  11. The Service Provider holds harmless and exempts Atarim and any person or entity on their behalf from any and all liability for loss or damage which occurs or may occur to property supplied by the Service Provider and/or anyone acting on its behalf in connection with the Services and/or this Agreement, including vehicles.
  12. Breach of terms of any insurance policy by the Service Provider and/or anyone acting on its behalf shall not prejudice Atarim's indemnity in accordance with the insurance policies.
  13. The obligations of the Service Provider under this insurance clause are material to this Agreement and any breach thereof shall constitute a material breach of this Agreement.
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TENTATIVE PROJECT ORGANIZATION CHART (24.03.2024)

