

APPENDIX C
SITE ADDENDUM

1. DEFINITIONS

All terms used in this Appendix shall have the definitions ascribed to them herein or in Appendix A (*Definitions Volume*).

2. SCHEDULE FOR SITE DELIVERY

2.1. Possession of expropriated areas shall be taken in accordance with the following regional priorities:

2.1.1. Section 7

2.1.2. Section 3

2.2. Site delivery date shall occur not earlier than NTP.

2.3. Without derogating from the generality of the above, the following parts of the Site shall be delivered to the Concessionaire not earlier than the dates specified beside each Site:

2.3.1. Kibbutz Shaar Haamekim Water System & reservoirs: delivery date of this part of the Site shall be notified to the Bidders during the Tender Process.

Note: Kibbutz Shaar Haamekim has a complex water system in the area designated for the construction of the Haamekim Interchange. This system includes reservoirs for storing effluents and floodwaters, water reservoirs from "Maayan Haroshet" Spring and the kibbutz' wastewater treatment facility. The interchange is planned to be constructed on the wastewater treatment facility site, which is to be evacuated, and on the site of some of the existing pools and reservoirs. Further details are specified in Part B Volume 3 (*Introduction to Engineering*).

Specific provisions concerning this part of the Site, including with respect to the Concessionaire's rights therein, and delivery procedures thereof, shall be notified to the Bidders during the Tender Process.

2.3.2. Ibetin: the part of the Site located in Ibetin, as shown in the drawings attached to this Appendix C (*Site Addendum*), shall be delivered to the Concessionaire not earlier than April 2014.

3. TRANSFER PROCEDURE OF THE SITE TO THE CONCESSIONAIRE

3.1. The State shall deliver the Site or any part thereof, to the Concessionaire, clear of invaders and occupants, as shall be required for the performance of the

Concessionaire's obligations under the Concession Agreement, unless specifically stated otherwise in the Contract Documents.

- 3.2. The Concessionaire shall accept the Site "As Is" and shall bear full and sole responsibility for the removal of trees, fences, debris or any other nuisance or obstacle from the Site, as required for the performance of the Works and in accordance with all relevant Laws.
- 3.3. The Implementing Authority shall deliver the Site to the Concessionaire within thirty (30) days from the issuance of NTP (with the exclusion of the parts stated in Section 2.3 above) pursuant to the delivery schedule agreed by the State and the Concessionaire as set forth in Exhibit 13 (*Site Delivery Schedule*) and in accordance with the procedures set forth herein. The Implementing Authority shall inform the Concessionaire in writing of the date of delivery of any part(s) of the Site, whether the delivery date is as set forth in Exhibit 13 (*Site Delivery Schedule*) or if it is prior to or after the date set forth in Exhibit 13 (*Site Delivery Schedule*).
- 3.4. Without derogating from the above, parts of the Site which are under the responsibility of Maatz (The National Roads Company of Israel) will only be delivered to the Concessionaire in the presence of both the Implementing Authority and representative's of Maatz on a Back to Back basis.
- 3.5. Without derogating from any other provision of the Contract Documents, from the date of delivery of the Site or any part thereof, the Concessionaire shall be responsible for the water and electricity supply to the Site and any other infrastructure services including payment incurred with respect thereof and to the performance of any other part of the Works and the execution of the Concessionaire's obligations under the Contract Documents.
- 3.6. The Site delivery process will be executed using a 1:2500 scale map on a background of blocks and plots. The map shall include *inter alia* the following marked boundaries (marked with coordinates):
 - 3.6.1. The Blue Line;
 - 3.6.2. The actual boundary line (the red line - which may not necessarily overlap the aforementioned blue line)
- 3.7. The Site delivery or any part thereof to the Concessionaire will be performed as follows:
 - 3.7.1. a joint Site visit in the participation of representatives of the Implementing Authority, Maatz (National Roads Company of Israel) (if applicable) and the Concessionaire
 - 3.7.2. a joint signature on the Site visit protocol (in the form attached herein, in Hebrew) and the map mentioned in section 3.3 above.

As of the signature of the Site visit protocol and the map as stated above, the Site or the applicable part thereof, will be considered as "delivered" to the Concessionaire all in accordance with the provisions of Section 7 (*The Site*) of the Concession Agreement.

פרוטוקול למסירת השטח לזכיון

קטע _____ גיליון _____ מנקודה _____ עד _____

1. פרוטוקול למסירת השטח נערך ביום _____

2. משתתפים

מטעם חברת כביש חוצה ישראל

נציגי אגף נכסים-

נציגי אגף הנדסה-

מודד הקטע-

נציגי מנהל הפרויקט-

מטעם מעצ – החברה הלאומית לדרכים בישראל (אם רלבנטי)

שם: _____ תפקיד: _____

שם: _____ תפקיד: _____

שם: _____ תפקיד: _____

שם: _____ תפקיד: _____

שם: _____ תפקיד: _____

מטעם הזכיון

שם: _____ תפקיד: _____

שם: _____ תפקיד: _____

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שם: _____ תפקיד: _____

3. עזרים

מפות בקני"מ 1: 2,500

גליון מספר _____ תאריך הדפסה _____

(בהתאם למקרא ע"ג המפה)

- סימון תחום סטטוטורי – הקו הכחול: כחול רציף+קוארדינאטות
- סימון הגידור שבוצע בתחום הקו הכחול: אדום+קוארדינאטות
- סימון תא שטח למסירה בתחום התכנית הסטטוטורית: סימון מודגש בצבע

4. הערות

5. חתימת הנוכחים

מטעם חברת כביש חוצה ישראל

שם:	תפקיד:	חתימה
_____	_____	_____
שם:	תפקיד:	חתימה
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שם:	תפקיד:	חתימה
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שם:	תפקיד:	חתימה
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מטעם מעצ – החברה הלאומית לדרכים בישראל (אם רלבנטי)

שם:	תפקיד:	חתימה
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_____	_____	_____
שם:	תפקיד:	חתימה
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מטעם הזכ"ן

שם:	תפקיד:	חתימה
_____	_____	_____

_____ חתימה _____ תפקיד: _____ שם:
_____ חתימה _____ תפקיד: _____ שם:
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