

Capital Programme

**Now  
it's a nuisance  
Then  
it's an advantage**

ORIGINAL

Date  
19 April 2017  
Version  
1.0

**C5200 – Engineering Advisor**  
**Appendix 3 – Remuneration and Payment**

Perform today. Create tomorrow.

**Schiphol**

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# DEFINITIONS AND ABBREVIATIONS

The definitions contained in the Conditions of Contract shall apply equally herein.

Accepted Pricing Schedule	means the Pricing Schedule accepted by the Client in accordance with section 1.3 of this Appendix (annex A)
Fixed Price	means the price as agreed upon by the Client based on a lump-sum offer issued by the Consultant
Time Based Charges	means a rate calculated as a product of chargeable time and the approved charge rate as included in the Accepted Pricing Schedule

# 1. REMUNERATION

## 1.1 General provisions

- 1.1.1 The Client shall pay the Consultant for the Services in accordance with the provisions of the Agreement.
- 1.1.2 Annex A of this Appendix 3 contains the Accepted Pricing Schedule. The Accepted Pricing Schedule shall only be amended in accordance with the provisions of this Appendix 3.

## 1.2 Remuneration

- 1.2.1 The pricing mechanism of the Agreement shall be based on:
  - Task 1. A Fixed Price per peer review.
  - Task 2. A Fixed Price for queries/demands for reviews that require five (5) one person work days or more and Time Based Charges for queries/demands for reviews that require less than five (5) one person work days.
  - Task 3. Time Based Charges per seconded Core Team Member.

1.2.2 The Fixed Price per peer review (Task 1) is stated by the Client at:

Peer review	Fixed Price
Pier & airside: Definitive design	EUR ...
Pier & airside: Technical design	EUR ...
Terminal: Masterplan design	EUR ...
Terminal: Preliminary design	EUR ...
Terminal: Definitive design	EUR ...
Terminal: Technical design	EUR ...

- 1.2.3 The Fixed Price for queries/demands for reviews that require five (5) one person work days or more (Task 2) shall be determined once such a query/demand for review has been submitted to the Consultant. The confirmation of receipt of all queries/demands for reviews submitted to the Consultant shall include an offer containing a lump-sum fee for the required Services based upon the rates as included in the Accepted Pricing Schedule (annex A, work sheets 1 and 2). The Consultant shall only commence its Services once an agreement on this lump-sum fee has been reached. The lump-sum fee will then become the Fixed Price for the relevant query/demand for review.
- 1.2.4 Queries/demands for reviews that require less than five (5) one person work days (Task 2) will be remunerated based on Time Based Charges. These Time

Based Charges shall be a product of chargeable time and the charge rate for approved specialists named in the Accepted Pricing Schedule (annex A, work sheet 4).

- 1.2.5 Seconded Core Team Members shall be remunerated based on Time Based Charges. These Time Based Charges shall be a product of chargeable months and the charge rate for approved Core Team Members named in the Accepted Pricing Schedule (annex A, work sheet 3). Any overtime will not be remunerated unless it has been timely announced to and approved by SNBV.
- 1.2.6 All rates and prices shall be fully inclusive of all costs and charges and must cover:
- a. The remuneration actually paid to Consultant's staff;
  - b. The administrative costs of employing the staff, such as travel and accommodation expenses (which are separately specified in the Accepted Pricing Schedule, Annex A – work sheets 3 and 4), relocation and repatriation expenses, expatriation allowances, leave, (medical) insurances and security arrangements and other employment benefits accorded to Consultant's staff;
  - c. The margin, covering the Consultant's overheads, profit, contingencies and backstopping facilities;
  - d. Adjustments for overtime, penalty rates, night rates of any kind;
  - e. Any other expenditure which is needed to implement the Agreement and which is not covered elsewhere, including laptops, phones, IT licenses, printing or any other ancillary expenses.
- 1.2.7 In case the Consultant uses autonomously hired sub-consultants and/or independently working specialists to provide part of the Services instead of its own staff, all rates and prices shall be fully inclusive of all costs and charges related to the deployment of these sub-consultants and/or independently working specialists. They must thus cover:
- a. The remuneration actually paid to Consultant's sub-consultants and/or independently working specialists;
  - b. The administrative costs of attracting and deploying the sub-consultants and/or independently working specialists, such as travel and accommodation expenses (which are separately specified in the Accepted Pricing Schedule, Annex A – work sheets 3 and 4) and any other costs associated with the deployment of sub-consultants and/or independently working specialists;
  - c. The margin, covering the Consultant's overheads, profit, contingencies and backstopping facilities;
  - d. Any other expenditure which is needed to implement the Agreement and which is not covered elsewhere, including laptops, phones, IT licenses, printing or any other ancillary expenses.
- 1.2.8 Adjustment of a Fixed Price can only be initiated by the occurrence of the following events:
- a. A change in the Accepted Pricing Schedule – this includes a change in the design deliverables listed in the Accepted Pricing Schedule (annex A, work sheets 1 and 2);
  - b. Instruction of Additional Services and/or Exceptional Services.
- The occurrence of these events is a pre-condition for the submission of a Fixed Price in accordance with clause 4.3 Conditions of Contract (Variations).

1.2.9 The Fixed Price covers all products to be delivered by the Consultant.

### 1.3 Indexation of rates and prices

- 1.3.1 Each Fixed Price is established for the duration of the peer review/query/demand for review. Indexing is not applicable to the Fixed Price.
- 1.3.2 During the duration of the Agreement, indexation will take place annually, starting for the first time as from 1 January 2019, in the following manner: payments (following the date of the relevant invoices) will be indexed by applying the percentage change of the price index 'Dienstenprijzen; commerciële dienstverlening, en transport, index 2010 = 100' as published by the Dutch Central Bureau of Statistics, subject to the following conditions:
- a. If the change of the aforementioned index does not exceed 0.5% per annum, rates will not be indexed for that particular year;
  - b. If the change of the price index exceeds 0.5% per annum, rates will be indexed by applying the change in the price index for that particular year;
  - c. Changes in the price index will not lead to a downward adjustment of the Proposal price or rates;
  - d. During the full duration of the Agreement, the overall increase resulting from the indexation will never exceed 20% of the Proposal price.
- 1.3.3 Indexation shall be applied to the daily and monthly rates as included in the Accepted Pricing Schedule (Annex A, work sheets 3 and 4). Indexation of travel and accommodation costs as specified in the Accepted Pricing Schedule (Annex A, work sheets 3 and 4) shall be applied only if the Consultant can demonstrate, based on evidence of the previous year, an appropriate index to be applied to these costs.
- 1.3.4 The new rate for the staff shall apply from the first day of January in the year of indexation. Past rates shall not be adjusted.
- 1.3.5 If indexation is applied, the Consultant shall submit a revised pricing schedule with incorporated indexation for Approval to the Client.
- 1.3.6 Upon acceptance of the pricing schedule with incorporated indexation by the Client, it shall become the Accepted Pricing Schedule superseding any previous Accepted Pricing Schedule and annex A of this Appendix 3 shall be adjusted accordingly.
- 1.3.7 Any Consultant staff promotion/career advancement within his organization during the duration of the Agreement, shall not entitle the Consultant to any adjustment in the staff billing rate for the said staff unless there is a corresponding change in the responsibility of the staff on the Appointment, which has been accepted by the Client.

## 2. PAYMENT

### 2.1 Payment and retention

- 2.1.1 The remuneration of peer reviews (Task 1) encompasses two payment-parts:
- a. Payment per peer review (95% of the Fixed Price as stated in clause 1.2.2);
  - b. Retention per peer review (5% of the Fixed Price as stated in clause 1.2.2).
- 2.1.2 The invoicing per peer review (95% of the Fixed Price as stated in clause 1.2.2) shall be done upon completion of each peer review. To be able to send an invoice for a peer review, the Consultant needs a declaration of performance (DoP) approved by the Client. To this end, the Consultant submits a DoP for approval to the Client upon completion of each peer review. The Client will approve the DoP when the Consultant acts according to the expectations. When the Client is not satisfied with the performance of the Consultant, it can decline the DoP.
- 2.1.3 In accordance with Appendix 1 Scope of Services a DoP shall be approved once a peer review report submitted by the Consultant has been approved by the Client.
- 2.1.4 For each peer review a retention of 5% is stated, which will be billable after approval of the DoP for the peer review report of the next peer review.
- 2.1.5 After approval of the last peer review report, the retention of 5% becomes billable.
- 2.1.6 Invoicing of queries/demands for review (Task 2) shall be done upon completion of each query/demand for review. To be able to send an invoice for a query/demand for review, the Consultant needs a declaration of performance (DoP) approved by the Client. To this end, the Consultant submits a DoP for approval to the Client upon completion of each query/demand for review. The Client will approve the DoP when the Consultant acts according to the expectations. When the Client is not satisfied with the performance of the Consultant, it can decline the DoP.
- 2.1.7 In accordance with Appendix 1 Scope of Services a DoP shall be approved once a query/demand for review report submitted by the Consultant has been approved by the Client.
- 2.1.8 Invoicing of seconded staff (Task 3) shall be done monthly. The Consultant may send an invoice for its seconded staff once a month for the hours realised by its seconded staff in the previous month. All realised hours need to be approved by the Client beforehand.

## 2.2 Terms of payment

- 2.2.1 All amounts payable shall be determined on the basis of actual worked hours.
- 2.2.2 The Consultant shall send an invoice with the related performance stating the following address:

Schiphol Nederland BV  
Accounting House  
Locatie 99-99  
Postbus 7501  
1118 ZG Schiphol

- All invoices must be send electronically via e-mail to [invoices@schiphol.nl](mailto:invoices@schiphol.nl).
- 2.2.3 The invoice shall contain the details listed below. The Client may refuse to handle invoices that do not meet these requirements and may return them to the Consultant.
    - a. The assignment title: Capital Programme – Engineering Advisor ;
    - b. The Agreement number: C5200;
    - c. The purchase order number: [shall be provided after award];
    - d. The summary of the actual rates and prices with reference to the Approved Payment Schedule;
    - e. The invoice amount;
    - f. If applicable, the DoP approved by the Client.
  - 2.2.4 Separate invoices shall be issued per peer review/query/demand for review. For seconded staff, one invoice shall be issued per month.
  - 2.2.5 Payment of invoices that meet the requirements referred to in clause 2.2.3 shall be effected within the time specified in clause 5.2 of the Conditions of Contract from receipt of the invoice at the address referred to in clause 2.2.2.
  - 2.2.6 The payment of invoices shall under no circumstances lead to approval of Consultant's documents, Services or results of Services.
  - 2.2.7 Payment of any invoice shall not be evidence that the amount of the invoice is correct. Should the amount of any invoice be subsequently found to be incorrect, the correction shall be effected in the next payment following the discovery of the error(s).

## 2.3 Currency of payment

- 2.3.1 The currency applicable to the Agreement is: EUR.

## 3. ANNEXES

Annex A Accepted Pricing Schedule