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Soil Investigations Wind Farm Zones

Annex 5 - Section III

Remuneration Geophysical Survey

CONTRACT PRICE

Hollandse Kust (west) Wind Farm Zone

Colophon

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Contents

1	Introduction	4
2	Rates, prices and percentages	5
3	Payment Schedule	7
4	PRICING SCHEDULE	8

1 Introduction

1.1 **CONTRACT PRICE document**

This document details the CONTRACT PRICE as part of the CONTRACT that CLIENT has awarded to CONTRACTOR for carrying out geophysical investigations at Wind Hollandse Kust (west) Wind Farm Zone.

2 Rates, prices and percentages

2.1 Currency

The rates and prices set out in the PRICING SCHEDULE in this Annex 5 - Section III (Remuneration) are in Euros (€).

2.2 Taxes (VAT)

The rates and prices contained herein exclude Value Added Tax that shall be charged in accordance with prevailing legislation.

2.3 Applicable rate with regard to large / small fluctuating quantities

The rates and prices contained herein shall apply equally to executing the WORK in large, small or fluctuating quantities.

2.4 Applicable equally to measured work

Rates, prices and percentages shall apply equally to any measured WORK and/or VARIATION regardless of ease, difficulty, location, quantity or whether it is an addition or a reduction to the WORK.

2.5 Variations

Should the CLIENT exercise their entitlement to vary the WORK, then the amended WORK shall be valued by the CLIENT at the rates and prices contained herein insofar as it is fair and reasonable to do so or, where appropriate on a pro-rata basis and adjust the CONTRACT PRICE accordingly.

2.6 Contract Price

The CONTRACT PRICE set out herein shall be the total remuneration payable to the CONTRACTOR for the WORK set out in the CONTRACT and shall take full account of the liabilities and obligations of the CONTRACTOR under this CONTRACT.

2.7 Scope of work

The Scope of WORK set out in this Annex 5 -Section III (Remuneration) relates to the scope of work as detailed in Annex 5 - Section IV (Scope of Work) of this CONTRACT.

2.8 Rates and prices not foreseen

When CLIENT is extending the Scope of Work and these services are not foreseen in Annex 5 - Section IV – (Scope of Work), the CLIENT and the CONTRACTOR shall agree, acting reasonably, additional rates and prices as required, taking full account of rates and prices for similar work and prevailing market conditions.

All new rates, prices and percentages when approved by the CLIENT shall remain valid for the duration of the CONTRACT.

2.9 Rates to include all contractors costs

All rates and prices set out in Table 1 herein are inclusive of all the CONTRACTOR' GROUP'S costs of whatever nature, unless otherwise agreed, associated with performing the WORK in accordance with the CONTRACT and shall include but not be limited to expenses, management time, overheads, labour (including but not

limited to the cost of all productive and non-productive labour), supervision, direct remuneration and payroll related costs (including but not limited to salaries, National Insurance contributions or equivalent in the country of levy, payroll taxes, welfare funds, sick pay, bonus and incentive payments, statutory and annual holidays, health plans and the like), plant & equipment (including but not limited to maintenance and repair), goods, materials and consumables, delivery and collection charges, customs dues.

2.10 Fixed rates and prices

The rates and prices contained herein shall be fixed for the entire period of the CONTRACT including any extensions of time to the CONTRACT term by way of VARIATION.

2.11 Rates to include all other costs

Rates, prices and percentages shall include but not be limited to:

- (i) all equipment, materials, consumables to conduct the WORK;
- (ii) daily and/or shift change transfer of personnel, including the CLIENT OFFSHORE REPRESENTATIVE(S) and including lost time to the schedule of or during personnel transfer activities due to delays however caused;
- (iii) accommodation, subsistence and meals onboard the vessel for the CONTRACTOR personnel and CLIENT OFFSHORE REPRESENTATIVE(S);
- (iv) port, harbour dues and pilotage;
- (v) loading and unloading of the marine vessel(s);
- (vi) communication and transmission charges;
- (vii) redundancy of consumables, materials and equipment, as appropriate, to avoid non-productive time;
- (viii) data processing;
- (ix) port calls for equipment and crew change out;
- (x) transfer vessel for moving crews between the land and the marine vessel(s)

2.12 Operational regime

All day rates are based on twenty four (24) hours per day. In the event that only part of a day is worked the day rates shall be reduced pro rata.

2.13 Professional attendance

Professional attendance associated with the supervision and technical direction of the fieldwork and other duties as required by the CONTRACT shall be included in the appropriate rates.

3 Payment Schedule

Payment shall be based on the pro-rata amount of completed Works up to a maximum of 80% of the CONTRACT PRICE. Final payment of the remainder 20% shall become payable after completion and approval of all Final Reports.

4 PRICING SCHEDULE

The WORK as set out in the CONTRACT shall be undertaken for a lump sum total CONTRACT PRICE of [•]. The CONTRACT PRICE [•] includes/excludes¹ WAITING ON WEATHER and excludes any additional authorised work chargeable at the rates set out in the Schedule of Rates contained within Table 1 below.

Table 1 below sets out the elements of the CONTRACT PRICE together with rates and prices for all variations to the WORK. All costs related to carrying out the WORK but not specifically mentioned in this table are included in the specified rates.

4.1 Overview of rates and prices

Item	Description	Unit	Unit rate	Quantity	Price
1.1	Mob/demob vessel(s) incl [MBES / SSS / MAGN / SBP / SCS / MCS] ² (part A)	Lump sum	€	[•]	€
1.2	Mob/demob vessel(s) incl [MBES / SSS / MAGN / SBP / SCS / MCS] ² (part B)	Lump sum	€	[•]	€
2.1	Surveying [MBES / SSS / MAGN / SBP / SCS / MCS] ² (part A)	/km ²	€	[•]	€
2.2	Survey additional line km [MBES / SSS / MAGN / SBP / SCS / MCS] ² (part B)	/Line km	€	[•]	€
3.1	Surveying [MBES / SSS / MAGN / SBP / SCS / MCS] ² (part A)	/km ²	€	[•]	€
3.2	Survey additional line km [MBES / SSS / MAGN / SBP / SCS / MCS] ² (part B)	/Line km	€	[•]	€
4.1	Processing of survey data obtained under Item 2.1	/km ²	€	[•]	€
4.2	Processing of survey data obtained under Item 3.1	/Line km	€	[•]	€
4.3	Processing of survey data obtained under Item 2.2	/km ²	€	[•]	€
4.4	Processing of survey data	/Line km	€	[•]	€

¹ Dependent of the waiting on weather option that will be chosen, to be updated at finalization of the CONTRACT documents after award

² To be updated at finalization of the CONTRACT documents after award, values will be taken from Annex 4 as completed by CONTRACTOR

Item	Description	Unit	Unit rate	Quantity	Price
	obtained under Item 3.2				
5.1	Full set of reports and drawings (digital)	Lump sum	€	[•]	€
5.2	Reporting of survey data obtained under Item 2.2	/Line km	€	[•]	€
5.3	Reporting of survey data obtained under Item 3.2	/Line km	€	[•]	€
6.1	Stand-by rate for vessel, equipment & personnel	/day ³	€	[•]	€
7.1	Project meetings to be held in Clients offices (Utrecht or the Hague)	/meeting	€	[•]	€

Table 1 Rates for carrying out the geophysical survey

4.2 Limitations of proposed equipment

Descriptions	WORKABLE WEATHER LIMITS		
	Wave height (H _s)	Wind speed (W _{s_10})	Required Window (Ww)
PART A: Execution of [MBES, SSS, MAGN, SBP, SCS, MCS] ²	[•]m	[•]m/s	[•]hrs
PART B: Execution of [MBES, SSS, MAGN, SBP, SCS, MCS] ²	[•]m	[•]m/s	[•]hrs

Table 2 WORKABLE WEATHER LIMITS for carrying out the geophysical survey

- a. H_s means the significant wave height in meters.
- b. W_{s_10} means 10-minute mean wind speed approx. 10 m above Mean Sea Level.
- c. Ww means minimum time in hours for an operation i.e. weather window required to start and execute the operation.

4.3 Waiting on Weather

[The options which are not selected will be deleted]

Option 1: Lump sum excluding weather

Contractor has not allowed for any compensation for WAITING ON WEATHER. The CONTRACT PRICE shall be adjusted by way of VARIATION for WAITING ON WEATHER and such adjustment shall be on a pro-rata basis measured to the nearest minute based upon the standby rate set out in this document.

³ To be used for determination of the costs for WAITING ON WEATHER in case the "lumpsum excluding weather" or "lumpsum including risk sharing mechanism" scenarios are chosen.

Option 2: Lump sum including weather

Contractor has allowed for WAITING ON WEATHER as per Table 3. In case of VARIATIONS to the specified amounts (more or less square kilometers to be surveyed) the CONTRACT PRICE shall be adapted on the basis of the rates as specified in the PRICING SCHEDULE and the WAITING ON WEATHER allowance shall be adapted on a pro rata basis.

CONTRACTOR shall in no case be entitled to any additional compensation or reimbursement on the basis of WAITING ON WEATHER other than the WAITING ON WEATHER ALLOWANCE and possible VARIATIONS.

The WEATHER DOWNTIME ALLOWANCE DAYS as specified in Table 3 shall be used for the determination of EXCEPTIONAL WEATHER DELAY as basis for adjustment of KEY DATES as determined by Annex 5 – Section VI (Quality requirements & Administrative instructions) - Chapter 8.

Activity	Allowance
Execution of simultaneous MBES, SSS, MAGN, SBP, SCS, MCS	€[●]
PART A: Execution of simultaneous [MBES, SSS, MAGN, SBP, SCS, MCS] ²	[●] days
PART B: Execution of simultaneous [MBES, SSS, MAGN, SBP, SCS, MCS] ²	[●] days

Table 3 Allowance in Euros and days for WAITING ON WEATHER during carrying out the geophysical survey

Option 3: Lump sum including risk sharing mechanism on weather downtime.

Contractor has allowed for a compensation of WAITING ON WEATHER days as per Table 4. In case the actual amount of WAITING ON WEATHER days deviates from the estimated amount of WAITING ON WEATHER days, the CONTRACT PRICE shall be adjusted by multiplying the difference between the estimated WAITING ON WEATHER days and the actual WAITING ON WEATHER days by 50% of the standby rate set out in this document.

Activity	Allowance
PART A: Execution of simultaneous [MBES, SSS, MAGN, SBP, SCS, MCS] ²	[●] days
PART B: Execution of simultaneous [MBES, SSS, MAGN, SBP, SCS, MCS] ²	[●] days

Table 4 Allowance in days for WAITING ON WEATHER during carrying out the geophysical survey