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Status Final

Soil Investigation Wind Farm Zones

Annex 6 - Section VII

Quality Requirements & Administrative Instructions Geotechnical Survey

IJmuiden Ver Wind Farm Zone

Colophon

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1 CLIENT quality assurance requirements

1.1 Quality management system

The quality of processes, protocols, operations and communications are to be maintained and assured throughout the duration of the contract. The contract consists of two Lots:

The site investigation has been divided over 2 Lots, i.e. offshore site investigation comprising:

- A seabed campaign (Lot 1): CPTs, (i.e.: PCPTs/SCPTs/TCPTs), Vibrocores, laboratory testing and reporting.
- A downhole campaign (Lot 2): borehole sampling, downhole in-situ testing, standard and advanced laboratory testing and reporting.

For both Lots the Contractor shall operate a quality assurance and quality control (QA/QC) system compliant with the latest international quality standards (European standards series EN 45000 or equivalent) certified by an accredited body as recognized by the European Co-operation for Accreditation (EA), or the International Accreditation Forum (IAF). The certified system must relate to all stages of the WORK and provide a full auditable trail for all works. The possession of valid certification will not affect CLIENT's right to verify and monitor the Contractor's QA/QC arrangements being comprehensive and implemented for the WORK.

The sections below outline which requirements are applicable to Lots 1 or 2, or both.

1.2 Project Execution Plan (Lot 1 and Lot 2)

The CONTRACTOR shall implement a management system assuring the safe and adequate management of the WORK covering all (Work) preparation, engineering, transportation, measurement/ inspection, quality, health, safety, environmental and interface aspects, all in accordance with the requirements of the CONTRACT.

The overall management structure of the project shall be described in a Project Execution Plan to be submitted by CONTRACTOR. The Project Execution Plan shall describe the implemented procedures including, but not limited to, the management of:

- The overall project;
- Scope;
- Investigation methods and vessel(s) used;
- Planning;
- QHSE;
- Organisation;
- Communication and Information;
- Risks;
- Proposed laboratory test methods and specifications
- Sample transfer; and
- Procurement.

Geodetic parameters (Datum Definitions, Projection Definitions and Height Datum Definitions), navigational accuracy, tidal height accuracy, frequency and method of navigation checks and positioning specifications as well as the specifics of all co-

ordinate system transformations are expected to be stated in the CONTRACTOR's Project Execution Plan for approval by the CLIENT and reported in the Field Report.

The units of measurements and the horizontal and vertical datum are specified in Annex 8 - Starting Points & Assumptions.

The vessel(s) and equipment have been thoroughly thought through to achieve the investigation objectives in an efficient and safe manner. The vessel(s) and equipment configuration are optimised for efficient data acquisition and are described in adequate detail to demonstrate this. The investigation data processing, analysis, interpretation and reporting methodologies are sufficiently detailed to demonstrate compliance with Section V Scope of Work.

The CONTRACTOR shall ensure that the Project Execution Plan is approved by the CLIENT at least three (3) days before the offshore survey WORK under the CONTRACT is commenced, and that any subsequent amendments to the Project Execution Plan during the execution of the WORK by the CONTRACTOR are approved beforehand by the CLIENT.

CONTRACTOR shall allow sufficient time for review and revision taking into account the review periods as detailed in this CONTRACT document.

1.3 Project Quality Plan (Lot 1 and Lot 2)

The CONTRACTOR shall prepare a Project Quality Plan (PQP) describing how its quality policy is implemented for the WORK. The PQP shall address the systems and specific Quality Assurance (QA) requirements, taking into account all relevant provisions in all Sections of the CONTRACT. The PQP shall be in accordance with CONTRACTOR's documented quality management system and shall describe, as a minimum, all quality assurance and quality control issues that are relevant for all activities of the Works awarded under the CONTRACT. The PQP shall describe at least:

- Quality management organisation and staffing (including but not limited to organisation charts, CV's, qualifications, previous experiences, etc.);
- Quality management procedures;
- Project control procedures;
- Procedure handling of documents;
- Calibration and checks of equipment procedure;
- Validation, verification & performance test procedures;
- Project Audit Plan; and
- A comprehensive inventory of the risks that lead to a lower data quality or risks that have an impact on the quality of the deliverables of the survey including mitigation measures.

All activities and works by CONTRACTOR and his subcontractors shall be carried out in compliance with the Project Quality Plan.

The CONTRACTOR shall ensure that the Project Quality Plan is approved by the CLIENT at least three (3) days before the offshore WORK under the CONTRACT is commenced, and that any subsequent amendment to it by the CONTRACTOR is approved beforehand by the CLIENT.

CONTRACTOR shall allow for sufficient time for review and revision taking into account the review periods as detailed in Section 3.3 of this document.

2 Project Progress Reporting

Besides the reports to be delivered as result of the surveys as specified in Section V – Scope of Work, CONTRACTOR shall issue daily and/or weekly project progress reports as detailed in Sections 2.1 and 2.2.

The purpose of the progress reporting is to inform CLIENT on all aspects of CONTRACTOR's performance over the reporting period and to provide an up-to-date and clear picture of the project progress such that CLIENT can directly establish whether the project is on schedule and within budget.

At the start of the project CLIENT and CONTRACTOR shall agree on the content and frequency of the reporting. CONTRACTOR shall provide accurate reports of the progress of the project and shall highlight all trends that have impact on the execution of the WORK. A draft format of the weekly and daily progress report shall be included in the PEP for CLIENT review and approval.

2.1 Weekly Progress Reporting (Lot 1 and Lot 2)

CONTRACTOR shall issue to CLIENT weekly progress reports. These weekly progress reports shall provide progress data on the progress achieved during the reporting period of critical phases.

The weekly progress report of CONTRACTOR shall include -but not be limited- to the following subjects as indicated in Table 1:

Table 1: Details Requirements for Weekly Progress Reporting

Subject	Lot 1	Lot 2
Work completed to date	✓	✓
Work in progress	✓	✓
Health, Safety and Environment update	✓	✓
Safety statistics	✓	✓
Status summary work schedule, including weekly planning update and weather outlook	✓	✓
Forward looking information for the next two reporting periods	✓	✓
In case of deviations from the program: proposals for remedial action together with any revised plans and projections needed to substantiate or explain proposals	✓	✓
Status of queries / concession requests	✓	✓
Risk Log including areas of concern and actions taken to address them	✓	✓
Change control, including list of issued and Potential Variation Orders	✓	✓
Updated document register	✓	✓
Photographs of relevant achievements		✓
Up to date sample inventory and proposed laboratory schedule during survey	✓	✓
Laboratory testing progress		✓
Areas of concern	✓	✓

The Weekly Progress Report shall be based on a week cut-off date being each Sunday at 24:00h. CONTRACTOR shall issue the reports every Monday before close of business, following the cut-off date.

2.2 Daily Progress Reporting (Lot 1 and Lot 2)

During the offshore execution of the works CONTRACTOR shall issue to CLIENT Daily Progress Reports (DPR) to be submitted before 12:00hrs the next day. The format and content of the daily report shall be submitted to the CLIENT for approval prior to implementation, but shall include as a minimum:

- Activities executed in the past 24 hours and cumulative to date described in all phases, in total numbers and in percentages;
- Activities planned for the upcoming 24 hours;
- Any occurrence causing delay to the project with consistent abbreviations/codes, including but not limited to
 - equipment downtime;
 - scheduled maintenance;
 - instrument calibrations;
 - WAITING ON WEATHER as defined in Chapter 8.3;
 - Weather standby below WORKABLE WEATHER LIMITS;
 - other standby;
- Daily observation and registration of weather and sea state;
- Draft PCPT and borehole logs of completed locations;
- HSE occurrences such as incidents, accidents, near misses, safety meetings, safety stand downs, number of safety drills, tool box talks and persons on board, number of HSE observations, together with measures taken and status; and
- Non-conformance reporting.

The DPRs will be provided in a consistent PDF format to be pre-approved by the CLIENT and will not be scanned. CONTRACTOR submits the DPR to the CLIENT REPRESENTATIVE for comments and approval.

3 Document Management (Lot 1 and Lot 2)

3.1 Document management system

CONTRACTOR shall implement a document management system in which all documents are uniform, in which they have a unique number, in which they can be traced, and in which they are kept in a safe and easy way.

The quality documents must be part of / integrated in the overall document management system.

All documents produced by or on behalf of CONTRACTOR shall be subject to CONTRACTOR's internal review, to verify compliance with CONTRACT requirements, statutory requirements and good engineering practice.

The CONTRACTOR shall provide a Master Document Register or similar. Where naming, status and planning of transfer of documents shall be maintained.

3.2 Document control and distribution

CONTRACTOR shall provide CLIENT with a procedure describing its document control and distribution system: every document can be followed, at each moment the actual situation is visible, the distribution is clear (who is informed, who is concerned).

The document distribution procedures of CONTRACTOR must correspond to the project organisation and must be aligned with the organisation of CLIENT.

Information requested by CLIENT in any stage of the project shall be submitted as soon as possible and within the timeline as indicated by CLIENT, as far as reasonably possible.

3.3 Review and Approval

For documents that shall be submitted to CLIENT and/or to third parties for approval, the following maximum review terms shall be taken in account:

- Review times for the project documentation and main deliverables are specified in Annex 4;
- For other documents, the following review times apply:
 - if approval only by CLIENT is necessary: two (2) weeks for each first revision of the document and five (5) working days for each subsequent revision;
 - if approval by any third party is necessary: four (4) weeks for each first revision of the document and two (2) weeks for each subsequent revision; Should the contract with the third party stipulate a longer review period, this shall be communicated with CONTRACTOR.
 - CONTRACTOR shall issue an updated revision of a commented document, which was sent for approval to CLIENT, within one (1) week after the comments have been issued by the CLIENT;
- In case approval documents are provided to the CLIENT during the field investigation and maintaining these review terms causes a delay of the campaign, then all costs arising from this delay will be borne by the CONTRACTOR; and

For reviewing documents, CLIENT shall use the document review form. When CLIENT has sent the review form to CONTRACTOR, CONTRACTOR shall respond

within the review terms stated above, or faster if possible. CONTRACTOR shall fill in the complete CONTRACTOR response box with its response. CLIENT shall respond in the same form. Maximum review terms as described above shall be maintained. The document review form template can be found in Attachment 4 of this document.

4 Communication (Lot 1 and Lot 2)

4.1 Meetings

The CONTRACTOR shall be available for regular meetings with CLIENT to discuss the coordination and progress of the project. As a minimum the following meetings will be established:

- Project Kick-off Meeting (Lot 1 and Lot 2);
- Hazard Identification (HAZID) workshop (Lot 1 and Lot 2), to be held after first review of project documentation;
- Weekly Progress meetings with CLIENT via video conference or at CLIENT office when requested during the execution of the WORK (Lot 1 and Lot 2);
- Daily meetings on site between Client Offshore Representative and CONTRACTOR key personnel (Lot 1 and Lot 2); and
- Lessons learned and close out meeting (Lot 1 and Lot 2).

The CLIENT reserves the right to plan any other meetings that are deemed necessary prior or during the execution of the works. CONTRACTOR shall make relevant representatives available for these meetings.

4.2 Language

All correspondence, documents, drawings, schedules, minutes of meetings and other commercial or technical data shall be in the English language.

CONTRACTOR shall secure at all sites where work is performed, a 24/7 availability of fluent English speaking and reading supervisors.

CONTRACTOR shall secure at all sites where work is performed, sufficient knowledge of the Dutch language is available within the project team to enable communications with third parties and to correctly interpret written and spoken instructions.

4.3 Correspondence

All correspondence under the CONTRACT shall be addressed, directed and controlled successively between CLIENT's Representative and CONTRACTOR's Representatives.

The CLIENT's REPRESENTATIVE is specified in Annex 6 – Section I - Draft Agreement/Contract.

Correspondence is defined as letters, e-mails and minutes of meetings – all including potential attachments. All correspondence must be properly numbered, dated, identified with a subject and signed if in hard copy.

Oral communicated instructions or information in connection with the CONTRACT by all parties involved shall be confirmed in writing.

4.4 Communication authorities

All correspondence concerning review/approval/comment by Statutory Authority, Local Authority and or third parties shall be copied to CLIENT.

4.5 Communication in case of emergency

In case of emergency, CONTRACTOR shall communicate directly with the emergency services and inform the Netherlands Enterprise Agency immediately. The

communication procedure in case of emergencies shall be clearly defined in the Emergency Response Plan as specified in Annex 6 - Section VI (HSE requirements).

5 Programming (Lot 1 and Lot 2)

5.1 Time schedules

CONTRACTOR shall prepare project time schedules including important milestones and control the execution of the WORK. Project time schedule and planning activities and progress shall at all times provide a clear detailed status view of project development.

CONTRACTOR shall provide a weekly planning update in PDF format and in the original raw data format (MS Project). This planning update shall be part of the Weekly Progress Report. Hard copies shall be made available upon CLIENT's request.

CONTRACTOR shall coordinate and supervise all planning activities of his sub-CONTRACTOR and align these with the CLIENT's overall project planning and goals.

6 Queries (Lot 1 and Lot 2)

6.1 **CONTRACTOR's Queries**

CONTRACTOR shall use the CONTRACTOR Technical Query Form for any technical query. The template form can be found in Attachment 1 of this document.

CONTRACTOR shall fill in the entire CONTRACTOR Query box, including 'document name' and 'subject', but also the correct index and revision numbers. CONTRACTOR shall under '1. CONTRACTOR's Query' describe and detail the question as much as possible. Finally, CONTRACTOR shall also add the date of the query, the author and the approver of the query.

6.1.1 *CLIENT's response*

When CONTRACTOR has sent the query to CLIENT, CLIENT shall respond as quickly as possible. CLIENT shall fill in the complete CLIENT response box with its answer, including author and approver.

6.1.2 *Further information required*

In case the response of CLIENT is not clear to CONTRACTOR, or CONTRACTOR requires further explanation, another (third) page, marked 'CONTRACTOR's follow-up Query', can be added.

6.2 **CLIENT Technical Queries**

When CLIENT has a Technical Query, the process is similar. CLIENT will send a 'CLIENT Technical Query Form' with all information added and a fully detailed question. CONTRACTOR shall return this within the indicated response time with a 'CONTRACTOR's Response'.

7 Variations (Lot 1 and Lot 2)

7.1 **VARIATION Request**

In the event CLIENT considers initiating a VARIATION to the Works, CONTRACTOR is requested to make a detailed proposal and return the complete VARIATION Proposal filled out by an authorized person.

CLIENT will issue a VARIATION Request according to the template as included in Attachment 2 of this document.

7.2 **VARIATION Proposal**

CONTRACTOR shall issue a VARIATION Proposal at cost of CONTRACTOR as a response to a corresponding Variation Request or any other reason that is specified in Clause 11 of Annex 6 - Section III (Conditions of Contract).

The template to be used by CONTRACTOR for VARIATION Proposals is included in Attachment 3 of this document.

7.3 **VARIATION**

In the event CLIENT accepts the VARIATION Proposal the header of the form will be changed into CONTRACT VARIATION and will be issued formally to CONTRACTOR to confirm acceptance of the VARIATION Proposal. The CLIENT has the right to confirm the acceptance of the VARIATION Proposal in other ways than sending a CONTRACT VARIATION. In all cases, an acceptance of the Variation Proposal by the CLIENT is confirmed by formal communication.

8 Adverse Weather Determination (Lot 1 and Lot 2)

With reference to Annex 6 - Section IV (Remuneration), three different mechanism for the division of weather risk between the parties are defined. The mechanism to calculate WAITING ON WEATHER, shall be interpreted as follows:

8.1 Definitions

ACTUAL SURVEY TIME: Shall mean the actual aggregate of CONTRACTOR's survey activities. For the avoidance of doubt, ACTUAL SURVEY TIME shall have the meaning of actual net cycle times excluding WAITING ON WEATHER. Survey Activities shall mean the activities required for the performance of the WORK offshore.

PLANNED SURVEY TIME: Shall mean the aggregate of the CONTRACTOR planned survey time as indicated in the SCHEDULE OF KEY DATES. For the avoidance of doubt, PLANNED SURVEY TIME shall have the meaning of planned net cycle times excluding WAITING ON WEATHER.

OPERATIONAL CRITERIA: shall mean the Workable Weather Limits and the required Weather Window as indicated in Table 1 (WORKABLE WEATHER LIMITS for carrying out the geotechnical survey) of Annex 6 – Section IV (Remuneration).

WAITING ON WEATHER: shall mean standby or non-operational time of installation equipment and/or vessels of the CONTRACTOR due to ADVERSE WEATHER CONDITIONS or forecasted weather conditions at the WORKSITE which affect the CONTRACTOR as defined and in accordance with the principles and criteria outlined in this Annex 6 - Section VII (Quality Requirements & Administrative Instructions).

ADVERSE WEATHER CONDITIONS: shall mean the weather conditions above the WORKABLE WEATHER LIMITS of CONTRACTOR's equipment as specified in Table 1 (WORKABLE WEATHER LIMITS for carrying out the survey activities) of Annex 6 - Section IV (Remuneration).

EXCEPTIONAL WEATHER DELAY: shall mean the number of WAITING ON WEATHER days exceeding the number of such days specified in Table 2 or 3 (Allowance in days for WAITING ON WEATHER during carrying out the survey activity) of Annex 6 - Section IV (Remuneration)

WEATHER REPORT: shall mean a detailed commercial daily weather forecast specifically made for the WORKSITE as detailed in Annex 6 - Section III (Conditions of Contract).

WEATHER WINDOW: the weather window is the minimum good weather period (weather conditions not exceeding the maximum weather condition) that is required to execute part of the Survey Activity or the entire Survey Activity.

WORKABLE WEATHER LIMITS: shall mean the maximum operational limits of the vessel including any equipment, as specified in Table 1 (WORKABLE WEATHER LIMITS for carrying out the geotechnical survey) of Annex 6 – of Section IV (- Remuneration).

WAITING ON WEATHER ALLOWANCE DAYS: shall mean the allowance in days to cover for the WAITING ON WEATHER encountered during the execution of the WORK as specified in Table 2 or 3 of Annex 6 - Section IV (Remuneration).

WAITING ON WEATHER ALLOWANCE: shall mean the fixed allowance (Euros) priced by CONTRACTOR to cover for the WAITING ON WEATHER DAYS encountered during the execution of the WORK. as specified in Table 2 of Annex 6 - Section IV (- Remuneration).

8.2 WAITING ON WEATHER General Principles

WAITING ON WEATHER shall exist if:

- (i) The execution of the WORK is interrupted as a result of the actual weather conditions at the Offshore Site exceeding WORKABLE WEATHER LIMIT applicable for a vessel including equipment; or
- (ii) The execution of the WORK is prevented from commencing as a result of the required specified WEATHER WINDOW for the planned activity not being available based on the forecasted weather conditions in the WEATHER REPORT predicting that at least one WORKABLE WEATHER LIMIT will be exceeded during the WEATHER WINDOW for the planned activity of a vessel including equipment.

then, subject to Section 8.3 below, the period that the WORK is interrupted in accordance with bullet (i) above and/or the period the WORK is delayed in accordance with bullet (ii) above, shall be deemed to be a period of WAITING ON WEATHER.

Consequences of WAITING ON WEATHER incurred by the CONTRACTOR in executing the WORK are handled by the CLIENT to the CONTRACTOR as follows (option will be selected by CLIENT in the AGREEMENT):

8.2.1 Option 1: Lump sum excluding weather scenario

In case Option 1: *lump sum excluding weather* as defined in Annex 6 - Section IV (- Remuneration) is chosen:

- (a) If the CONTRACTOR can show that it has suffered WAITING ON WEATHER, then subject to Annex 6 – Section III (Conditions of Contract) Clause 11 (VARIATIONS), the CLIENT shall issue a VARIATION to adjust the KEY DATE impacted by this delay and shall issue a VARIATION to adjust the CONTRACT PRICE to take into account any such delay.

8.2.2 Option 2: Lump sum including weather scenario

In case Option 2: *lump sum including weather* as defined in Annex 6 - Section IV (Remuneration) is chosen:

- (a) If the CONTRACTOR can show that it has suffered EXCEPTIONAL WEATHER DELAY, then subject to Annex 6 – Section III (Conditions of Contract) - Clause 11, the CLIENT shall issue a VARIATION to adjust the KEY DATE impacted by this delay to take into account any such delay. Except as otherwise provided in the CONTRACT, no adjustments to the CONTRACT PRICE shall be made in respect of any such delay.

8.2.3 Option 3: Lump sum including risk sharing mechanism scenario

In case Option 3: *Lump sum including risk sharing mechanism* as defined in Section III – Remuneration is chosen:

- (a) If the CONTRACTOR can show that it has EXCEPTIONAL WEATHER DELAY, then, subject to Annex 6 – Section III (Conditions of Contract) - Clause 11), the CLIENT shall issue a VARIATION to adjust the KEY DATE impacted by the

delay and shall issue a VARIATION to adjust the CONTRACT PRICE to take into account any such delay. Adjustment of the CONTRACT PRICE shall be determined by multiplying EXCEPTIONAL WEATHER DELAY days by 50% of the applicable Standby Dayrate as per the PRICING SCHEDULE included in Annex 6 - Section IV (Remuneration); and / or

- (b) If the number of WAITING ON WEATHER days is lower than the number of such days specified in Annex 6 –Section IV (Remuneration), then, subject to Annex 6 – (Section III (Conditions of Contract) - Clause 11), the CLIENT shall issue a VARIATION to adjust the CONTRACT PRICE to take into account the earlier completion of the WORK. Adjustment of the CONTRACT PRICE shall be determined by multiplying difference between the actual WAITING ON WEATHER days and such days specified in Annex 5 - Section III (Remuneration), by 50% of the applicable Standby Dayrate as per the PRICING SCHEDULE included in Annex 6 - Section IV (Remuneration);

8.3 WAITING ON WEATHER Determination

1. WAITING ON WEATHER will not apply under the following conditions:
 - (a) Before commencement of the WORK;
 - (b) During mobilisation and demobilisation activities (including but not limited to testing and calibration of equipment);
 - (c) During Suspension of the WORK, except when requested by the CLIENT for convenience of the CLIENT;
 - (d) When CONTRACTOR's vessel and/or equipment required for the execution of the survey activity is not or not fully operational and available due to, inter alia, breakdown, calibrations, maintenance or any other reason preventing the use of the equipment;
 - (e) When the full complement of CONTRACTOR's personnel required for the execution of the WORK is not available or operational;
 - (f) When CONTRACTOR's vessel(s) or auxiliary equipment is on standby as a consequence of weather conditions below the WORKABLE WEATHER LIMITS specified in Table 1 of Annex 6 - Section IV (Remuneration) and the availability of a minimum time window required for executing a survey activity;
 - (g) If the WORK cannot be performed or continued, for any other reason, under circumstances where the WORKABLE WEATHER LIMITS at the WORKSITE are not exceeded and the availability of a minimum time window required for executing a survey activity; and
 - (h) After the OFFSHORE COMPLETION DATE as defined in the SCHEDULE OF KEY DATES.
2. WAITING ON WEATHER is only applicable if operational offshore fieldwork that forms part of the WORK is interrupted or cannot start, with the result that the vessels, equipment and tools are forced to be on stand-by due to ADVERSE WEATHER CONDITIONS provided the following conditions are met:
 - (a) The CONTRACTOR's daily progress report clearly states
 - i. the survey activity that is planned according to the programme;
 - ii. the weather conditions at the Worksite, and the available daily WEATHER REPORT for the WORKSITE, showing that the weather conditions during the minimum required WEATHER WINDOW are or will be exceeded;
 - iii. the WORKABLE WEATHER LIMITS of the survey activity that is or will be exceeded, and the amount of excess;
 - iv. a statement from the CONTRACTOR's REPRESENTATIVE that the survey activity is interrupted or cannot start due weather

- conditions in excess of the WORKABLE WEATHER LIMITS, identifying the vessels, equipment and tools that are on standby, and their actual location;
- (b) OPERATIONAL CRITERIA, WORKABLE WEATHER LIMITS and WEATHER WINDOW of the activity required for performance of the WORK are specified in Annex 6 -Section IV (Remuneration); and
 - (c) WAITING ON WEATHER of part of the offshore operations will be compensated by a pro-rata VARIATION only.
- 3. In case more than one vessel is engaged, WAITING ON WEATHER will be determined per vessel based on the principles described above and the WORKABLE WEATHER LIMITS of the concerned vessel including equipment.
 - 4. CONTRACTOR shall only be entitled to an extension of the KEY DATE, as referred to in Sections 8.2.1, 8.2.2 and 8.2.3 related to the activity impacted by WAITING ON WEATHER.
 - 5. Extension of the OFFSHORE COMPLETION date is only applicable in case the vessel experiencing WAITING ON WEATHER is on the critical path towards the OFFSHORE COMPLETION DATE.
 - 6. WAITING ON WEATHER for a given day shall never be counted twice when determining extension of the OFFSHORE COMPLETION DATE. E.g. if two vessels are on the critical path towards offshore completion, and both qualify for WAITING ON WEATHER for a given day, then this will amount to a single day of extension.

8.4 Weather Measurements

During the performance of WORK, the wave and wind conditions shall be determined by either option:

- (a) Installation of measurement devices/instruments at the WIND FARM SITE, or;
- (b) Obtaining measurements from measurement stations that are located in the proximity of the WIND FARM SITE, or;
- (c) Installation of measurement devices/instruments on the vessel executing the survey, or;
- (d) Taking the predicted values from the WEATHER REPORT.

The preferred option is option(a).

Before signing of the AGREEMENT, CONTRACTOR and CLIENT shall agree upon the method (option a, b, c or d) that shall be used for Weather measurements. The correctness of the determined values shall be agreed upon by all parties involved. In case no agreement can be found on the method for Weather measurements, Option (d) shall be selected. Correctness of WAITING ON WEATHER time specified in the daily progress report shall then be validated against the predicted values from the WEATHER REPORT, issued at the time closest to the moment for which the daily report specifies that the survey activity is on standby due to ADVERSE WEATHER CONDITIONS.

8.5 WAITING ON WEATHER Reporting

In order to determine if a sufficient WEATHER WINDOW, required to start a Survey Activity, exists, the weather conditions and available WEATHER WINDOWS shall be assessed on the basis of a WEATHER REPORT including all limiting Operational Criteria as expected during the next 5 days prepared by a third party experienced in such work and mutually accepted by both Parties or by alternative means as agreed between the Parties. The WEATHER REPORT shall be made available by

CONTRACTOR via an internet portal to which the CONTRACTOR and CLIENT shall have unlimited access 24 hours / 7 days.

In the daily progress reports the WAITING ON WEATHER encountered shall be clearly noted and signed off, with or without comments, by CLIENT REPRESENTATIVE. The daily report shall indicate (next to the actuals of that specific day) the aggregate of the WAITING ON WEATHER encountered during the execution of the specific activity being carried out.

For sake of clarity, the signature of the CLIENT REPRESENTATIVE on the DPR does not constitute acceptance of the content of the DPR. The WAITING ON WEATHER as specified and signed off (either or not with comments from the CLIENT REPRESENTATIVE) on the DPRs will be checked and approved according to the principles in this chapter by the onshore team of the CLIENT. Therefore, the final approved WAITING ON WEATHER may deviate from the values mentioned on the DPRs.

8.6 WAITING ON WEATER Period

The periods of WAITING ON WEATHER shall be determined in as accurate as possible in half hour periods for which WORK are postponed or suspended due to WAITING ON WEATHER. In case of WAITING ON WEATHER at the Offshore Site such half hour periods shall be recorded by the CONTRACTOR's Party Chief at the investigation vessel.

The CONTRACTOR'S daily progress report shall clearly state the survey activity and/or sub activities that are interrupted or cannot start due to WAITING ON WEATHER and identifies the equipment and tools that are on standby due to WAITING ON WEATHER and/or forecasted weather conditions.

8.7 WAITING ON WEATHER Allowances

For the CONTRACT, the CLIENT has provided the CONTRACTOR with environmental data (persistence tables) related to the WIND FARM ZONE. Based on these data the CONTRACTOR has included an allowance for WAITING ON WEATHER both in days and in Euros in the programme, exclusively related to the use of the CONTRACTOR's Vessel and Equipment as indicated in specified in Section III – Remuneration (CONTRACT PRICE).

For sake of clarity any change of vessel and equipment other than specified in CONTRACTOR's proposal (CONTRACTOR'S vessel and equipment) is for the risk and account of the CONTRACTOR and will not entitle the CONTRACTOR for changes to the WAITING ON WEATHER allowances.

The WAITING ON WEATHER allowance days remain as indicated in Annex 6 - Section IV – (Remuneration) irrespective of the ACTUAL SURVEY TIME.

Attachment 1 Template-Contractor-Technical -Query

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