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Soil Investigations Wind Farm Zones

Section IV

Remuneration Geotechnical Survey – Lot 2

IJmuiden Ver Wind Farm Zone

Colophon

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1 Introduction

1.1 **Remuneration document**

This document details the CONTRACT PRICE as part of the SPECIFIC AGREEMENT that CLIENT has awarded to CONTRACTOR for carrying out the geotechnical survey Lot 2 at IJmuiden Ver Wind Farm Zone.

Also rates, Payment Schedule and Pricing schedule are determined, as part of the SPECIFIC AGREEMENT that CLIENT has awarded to CONTRACTOR for carrying out the geotechnical survey Lot 2 at IJmuiden Ver Wind Farm Zone.

2 Rates, prices and percentages

2.1 Currency

The rates and prices set out in the PRICING SCHEDULE in this Annex 6 - Section IVb (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. No Value Added Tax is levied on work outside the 12 Nautical Mile Zone.

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 Section IV (Remuneration) relates to the Scope of Work as detailed in Section V 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 6 - Section V (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 paragraph 4.3 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 REPRESENTATIVES 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 REPRESENTATIVES;
- (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;

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.

2.14 Payment for Boreholes, P-S logging, downhole density logging, spectral gamma logging and downhole magnetic resonance logging

Payment for Borehole, PS-logging, downhole density logging, spectral gamma logging and downhole magnetic resonance logging on:

- (i) Full thickness of strata investigated and interpreted in accordance with the Specification;
- (ii) Depths measured from seabed level.

2.15 Payment for laboratory tests

Payment for laboratory testing shall be based on the deliverables being accepted by the CLIENT.

2.16**Rates for testing shall include for:**

- (i) The supply of a copy of the preliminary test results to the CLIENT OFFSHORE REPRESENTATIVE or the CLIENT REPRESENTATIVE as required by the CLIENT;
- (ii) The cost of moisture content or density determinations where they form part of the test;
- (iii) The cost of supplying example excel files showing the method of calculation for each test.

3 Payment Schedule

Payment shall be based on the pro-rata amount of completed and approved Works up to a maximum of 80% of the CONTRACT PRICE, minus activities related to the dissemination of results (see Annex 4b – item 6.4. Final payment of 20% minus activities related to the dissemination of results (see Annex 4b – item 6.4), will be due after completion and approval of all of the final versions of all deliverables, i.e. reports (Field Reports, Final Report Seabed CPT campaign, Final Report Downhole campaign, Particle Size Distribution Memo, and Final Report Cyclic Tests) and associated digital deliverables. Final payment for activities related to the dissemination of results will be due upon completion of these activities.

Applications for payment shall be at monthly intervals with the exception following mobilisation of vessel, equipment and personnel.

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/excludes WAITING ON WEATHER and excludes any additional authorised work chargeable at the rates set out in the Schedule of Rates contained within paragraph 4.3

4.1 Limitations of proposed equipment

Descriptions	WORKABLE WEATHER LIMITS		
	Wave height (H _s)	Wind speed (m/s) (W _{s_10})	Required Window (Ww)
<u>Vessel 1: Part A</u>			
Working at site	[●]m	[●]m/s	[●]hrs
<u>Vessel 2: Part B</u>			
Working at site	[●]m	[●]m/s	[●]hrs
<u>Vessel 3: Part C</u>			
Working at site	[●]m	[●]m/s	[●]hrs
<u>Vessel 4: Part D</u>			
Working at site	[●]m	[●]m/s	[●]hrs

Table 1 Maximum allowable weather conditions for carrying out the geotechnical survey works.

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

4.2 Waiting on Weather

Option 1: Lump sum including weather

CONTRACTOR has allowed for WAITING ON WEATHER as per Table 2. In case of VARIATIONS to the specified amounts (more or less seabed tests) 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 2 shall be used for the determination of EXCEPTIONAL WEATHER DELAY as basis for adjustment of KEY DATES as determined by Annex 6 – Section VII (Quality requirements & Administrative instructions) - Chapter 8.

Activity	Allowance	
Vessel 1: Part A (activities to be copied from annex 4b)	€[•]	[•] days
Vessel 2: Part B (activities to be copied from annex 4b)	€[•]	[•] days
Vessel 3: Part C (activities to be copied from annex 4b)	€[•]	[•] days
Vessel 4: Part D (activities to be copied from annex 4b)	€[•]	[•] days

Table 2 Allowance in euros and days for WAITING ON WEATHER.

Option 2: 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.

Option 3: Lump sum including risk sharing mechanism

CONTRACTOR has allowed for a compensation of WAITING ON WEATHER days as per Table 3. 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
Vessel 1: Part A (activities to be copied from annex 4b)	[•] days
Vessel 2: Part B (activities to be copied from annex 4b)	[•] days
Vessel 3: Part C (activities to be copied from annex 4b)	[•] days
Vessel 4: Part D (activities to be copied from annex 4b)	[•] days

Table 3 Allowance for WAITING ON WEATHER.

4.3 Rates and prices

The elements of the CONTRACT PRICE together with rates and prices for all variations to the WORK are presented in Annex 4b.

5 Bonus

The Contracting Authority has included a bonus performance system as an incentive for an early offshore completion and timely issuing of data and reports milestones. The bonus performance system applies to both Lot 1 and Lot 2.

5.1 Bonus and Malus milestones

The CLIENT has identified 3 key dates for Lot 2, which are used in the Bonus scheme.

1. OFFSHORE COMPLETION DATE for High Priority Area (incl. WOW)
2. DELIVERY OF FINAL GEOTECHNICAL BOREHOLE REPORT for High Priority Area
3. DELIVERY OF ALL FINAL REPORTS for High Priority Area

The desired dates for [1,2 and 3] are stipulated by the CLIENT in Annex 4b Cycle times and Prices.

5.2 Bonus

If the Contractor succeeds to complete [1,2 or 3] before the **desired** date taking into account all requirements (Annex 6 Section V Scope of Work, Annex 6 Section VII Quality Requirements and Administrative Instructions) are completed for all individual reports, to a satisfactory level and approved by the CLIENT offshore representative or the CLIENT then the CONTRACTOR is awarded a bonus of up to 3% the Contract Value as shown in Table 4 below.

Table 4: Bonus percentages per milestone

Item	Description	Percentage for meeting or before desired date
1	Offshore Completion Date (including Waiting on Weather)	1.0 % of CONTRACT PRICE
2	DELIVERY OF FINAL GEOTECHNICAL BOREHOLE REPORT for HPA	1.0 % of CONTRACT PRICE
3	DELIVERY OF ALL FINAL REPORTS for HPA	1.0 % of CONTRACT PRICE