



Date 12 August 2022

Status Final

Geophysical Survey Nederwiek Wind Farm Zone, 3D-UHRS Survey Campaign

Annex 6 - Section III

Remuneration

CONTRACT PRICE

Nederwiek Wind Farm Zone

Colophon

Project name Geophysical Survey Nederwiek Wind Farm Zone, 3D-UHRS Survey

Project number WOZ2220046

Version Final

File name NW_3D-UHRS_20220812_RVO_GP_Annex
6_Section_III_Remuneration_F.docx

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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 3D geophysical investigations at the Nederwiek Wind Farm Zone (NWWFZ).

2 Rates, prices and percentages

2.1 Currency

The rates and prices set out in the PRICING SCHEDULE in this Annex 6 - 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 [6] - Section III Remuneration relates to the scope of work as detailed in Annex [6] - 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 [6] - 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);
- (xi) transfer of data from vessel by means of satellite connection or port call.

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 90% of the total CONTRACT PRICE.

This is 90% of the total contract price, including the price of potential variation orders signed during the lead time of the contract.

A payment of the remaining 9,8% of the contract price, including any variation orders, shall be paid after completion and approval CLIENT of all final reports. For an overview of the final reports please view Annex [4] – Cycle Times and Prices.

A retainer of 0,2% of the total contract price, including the price of potential variation orders, is in place and will be paid after finalisation of webinars.

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
Mob/Demob of vessel(s), survey equipment and personnel to site					
1.1	Mob/demob vessel incl. [MBES / SBP / 3DUHRS] ² (part A) ³	Lump sum	€	[•]	€
1.2	Mob/demob vessel incl. [MBES / SBP / 3DUHRS] ² (part B, if applicable) ³	Lump sum	€	[•]	€
Survey Operations Part A incl. transit from to site excluding WOW					
2.1	Surveying Nederwiek zuid [MBES / SBP / 3DUHRS] ² (part A) ³	/km ²	€	[•]	€
2.2	Surveying Nederwiek noord [MBES / SBP / 3DUHRS] ² (part A) ³	/km ²	€	[•]	€
2.3	Extra port call upon Client request	/port call	€	[•]	€
Survey Operations Part B incl. transit from to site excluding WOW					
3.1	Surveying Nederwiek zuid [MBES / SBP / 3DUHRS] ² (part B, if applicable) ³	/km ²	€	[•]	€

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

³ Part A and B is defined by CONTRACTOR in ANNEX [4] - Cycle times and Prices. Only if a two vessel solution is chosen, prices for part A and B are required. For a single vessel solution, part B can be omitted.

⁴ In the event CONTRACTOR decide to perform 3D survey with a separate run than survey with other equipment the price for item 2.2 and 3.2 should include both runs. The 3d survey area cannot be quoted both under 2.1 and 2.2 / 3.1 and 3.2.

Item	Description	Unit	Unit rate	Quantity	Price
3.2	Surveying Nederwiek noord [MBES / SBP / 3DUHRS] ² (part B, if applicable)	/km ²	€	[•]	€
3.3	Extra port call upon Client request (part B, if applicable)	/port call	€	[•]	€
Processing data					
4.1	Processing of survey data MBES SBP 3DUHRS obtained under 2.1 3.1	/km ²	€	[•]	€
4.2	Processing of survey data MBES SBP 3DUHRS obtained under 2.2 3.2	/km ²	€	[•]	€
Reporting					
5.1	Operations Report Nederwiek zuid – (part A) ³	Lump Sum	€	[•]	€
5.2	Operations Report Nederwiek zuid – (part B, if applicable) ^{2,3}	Lump Sum	€	[•]	€
5.3	Operations Report Nederwiek noord (part A) ³	Lump Sum	€	[•]	€
5.4	Operations Report Nederwiek noord (part B, if applicable) ^{2,3}	Lump Sum	€	[•]	€
5.5	Nederwiek Zuid: Processing Report (digital and complete set including raw data on HDD's)	Lump Sum	€	[•]	€
5.6	Nederwiek Noord: Processing Report (digital and complete set including raw data on HDD's)	Lump Sum	€	[•]	€
Waiting on Weather					
6.1	Stand-by rate for vessel, equipment & personnel (part A) ³	/day ^{Fout!} Bladwijzer niet gedefinieerd.	€	[•]	€

Item	Description	Unit	Unit rate	Quantity	Price
6.2	Stand-by rate for vessel, equipment & personnel (part B, if applicable) ³	/day	€	[•]	€
Other					
7.1	Project meetings to be held in Clients offices (Utrecht or the Hague)	/meeting	€	[•]	€
7.2	Activities related to dissemination of results	Lump Sum	€	[•]	€

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 ³ : Execution of [MBES, SBP, 3D-UHRS] ²	[•]m	[•]m/s	[•]hrs
PART B ³ : Execution of [MBES, SBP, 3D-UHRS] ² (part B, if applicable)	[•]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.

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 fewer square kilometres 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
PART A ³ : Execution of [MBES, SBP, 3D-UHRS] ²	€[●]
PART A ³ : Execution of [MBES, SBP, 3D-UHRS] ²	[●] days
PART B ³ : Execution of [MBES, SBP, 3D-UHRS] ²	€[●]
PART B ³ : Execution of [MBES, SBP, 3D-UHRS] 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 ³ : Execution of [MBES, SBP, 3D-UHRS] ²	[●] days
PART B ³ : Execution of [MBES, SBP, 3D-UHRS] ²	[●] days

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

5 Bonus and Liquidated Damages

The Contracting Authority has included a bonus and Liquidated Damages (LDs) performance system as an incentive for an early offshore completion and timely issuing of data and reports milestones.

5.1 Bonus and Liquidated Damages milestones

The CLIENT has identified 3 dates which are used in the Bonus and Liquidated Damages (LDs) scheme (see tab key dates in Annex [4] for the dates that Bonus and LDs apply to).

1. Delivery of offshore processed survey data for priority lines – see Annex [4].
2. Issue Final Geophysical 3D-UHRS Survey Report - Nederwiek zuid – Annex [4].
3. Issue Final Geophysical 3D UHRS Survey Report - Nederwiek noord – Annex [4].

The CLIENT has set a desired date and ultimate dates as milestones for [1, 2, 3 and 4]. The desired and ultimate dates for [1, 2, and 3] are stipulated by the CLIENT in Annex 4 Cycle times and Prices.

Completion before of on the desired date will help CLIENT to meet the project schedule. Meeting the desired date or close to this date will be awarded with a bonus as described in section 5.2.

Completion later than the ultimate date will interfere with other commitments of the CLIENT and/or will cause delay to the schedule. Not completing the works or delivery of documentation prior or onto the ultimate date will cause the CLIENT to charge LDs to the CONTRACTOR as described in section 5.3

To ensure the CONTRACTOR will work according the schedule that has been submitted as part of the winning Tender proposal LDs will be applied when the CONTRACTOR will not deliver or complete onto or prior the agreed dates.

The Contractor has issued Annex [4] (Cycle times and Prices) of the tender documentation with proposed dates for the milestones [1, 2, and 3]. The dates provided by CONTRACTOR will be used by CLIENT to make agreements with other parties, LDs will be charged to CONTRACTOR when completion of delivery of documentation is exceeding the by CONTRACTOR set dates as described in section 5.3.

5.2 Bonus

If the Contractor succeeds to complete and/or deliver [1, 2, and 3], before provided desired date by CLIENT, taking into account all requirements (Annex [6] - Section IV Scope of Work, Annex [6] - Section VI Quality Requirements and Administrative Instructions) are completed to a satisfactory level and approved by the CLIENT offshore representative or the CLIENT, then the CONTRACTOR is awarded a bonus of up to 2,0% the Contract Value.

The CLIENT has set desired and ultimate dates for milestones [1, 2, and 3] (see Annex [4] - Cycle Times and Prices).

Bonus can be achieved by CONTRACTOR by meeting the desired date as set by CLIENT. If the delivery is later then the CLIENT's desired date the reduction per day is **-0.05%/day** until 0%. Table 5 present the bonus that can be achieved by completion and/or delivery.

Table 5: Maximum bonus per key date [1, 2 or 3]

Description	Bonus
Delivery of offshore processed survey data for priority lines	0.75%
Issue Final Geophysical 3D-UHRS Survey Report - Nederwiek zuid.	0.75%
Issue Final Geophysical 3D UHRS Survey Report - Nederwiek noord	0.50%

5.3 Liquidated damages

5.3.1 Data delivery and reporting

Two types of liquidated damages (LDs) can be applicable if CONTRACTOR is not able to complete or provide the deliverables [1, 2, and 3] before the agreed date. The LDs consist of:

- A: CONTRACTOR is not able to complete or provide deliverables 1, 2 and or 3 before the ultimate date.
- B: CONTRACTOR is not able complete or provide deliverables 1, 2 and or 3 before the by CONTRACTOR set date that has issued during the Tender as part Appendix [4] (Cycle time and Prices)

Description of LDs A and LDs B are listed below:

A) Completion date later than the Ultimate date set by CLIENT

If CONTRACTOR is not able to complete or provide the deliverables [1, 2, and 3] on the date as set by CLIENT as ultimate date, the Contracting Authority will charge a LD of **0.2%** of the contract prices for each calendar day that the CONTRACTOR fails to complete or provide the deliverables [1, 2, and 3].

B) Completion date later than the proposed date set by CONTRACTOR

If CONTRACTOR is not able to complete or provide the deliverables [1, 2, and 3] on the date set by CONTRACTOR as part of Annex [4] (Cycle Times and Prices) submitted during the tender, the Contracting Authority will charge a LD of **0.1 %** of the contract prices for each calendar day that the CONTRACTOR fails to complete or provide the deliverables of [1, 2 and 3] starting from the day after the date set by contractor.

A maximum LDs (For B) of **2%** for each of the milestones [1, 2 and 3] will be applicable if completion is later than the proposed date set by the contractor, but before the ultimate date.

In the event CONTRACTOR has set a date during the tender before the desired date of the CLIENT it can occur that based on section 5.2 and 5.3 the CONTRACTOR is entitled to a bonus (of meeting the desired date) and charged with a LD (of completion after the proposed date). In this event the LD will be reduced from the bonus.

In the event both LDs A and LDs B are applicable the sum of the LDs will be 0.5% of the contract prices for each calendar day that the CONTRACTOR fails to complete or provide the deliverables of [1, 2 and 3].

The combined LDs will be capped at a maximum of 15% of the offered price for all combined LDs for the milestones [1, 2, and 3].

5.3.2 *General*

The amount of applied LDs shall not exceed **fifteen percent (15%)** of the offered price (P).

If, other than through force majeure, the CONTRACTOR is permanently unable to perform the Work as agreed, the LDs will be immediately payable in full as specified above.

The LDs will be payable to the Contracting Authority, without prejudice to all other rights and claims, including:

- the right to demand that the Work be performed as agreed;
- the right to damages.

All amounts of such LDs for which the Contractor may become liable are agreed as a genuine pre-estimate of the losses which may be sustained by the Contracting Authority in the event that the Contractor fails in its respective obligations under the CONTRACT. Such LDs shall be the sole and exclusive financial remedy of the Contracting Authority in respect of such failure.

The LDs will be set off against amounts payable by the Contracting Authority regardless of whether the claim for payment of such amounts has been transferred to a third party.

5.4 **Payment**

The payment shall be related to the date of final delivery of milestones [1, 2, and 3].