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Status Final

Hollandse Kust (west) VIII and Nederwiek (noord) Investigation Areas

Integrated Ground Model

Annex 6 - Section IV

Remuneration Lot 2 Nederwiek (noord)

Colophon

Project name	Integrated Ground Model Hollandse Kust (west) VIII and Nederwiek (noord) Investigation Areas
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1 Introduction

1.1 **CONTRACT PRICE document**

This document details the CONTRACT PRICE as part of the AGREEMENT that CLIENT has awarded to CONTRACTOR for carrying out the development of an Integrated Ground Model and Geotechnical Interpretation Report for the Nederwiek (noord) Investigation Area.

Also Rates, Payment Schedule and Pricing schedule are determined.

2 Rates, prices and percentages

2.1 Currency

The rates and prices set out in the PRICING SCHEDULE in this Annex 6 - Section IV (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 regards 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 Contractor's costs

All rates and prices set out in paragraph 4.1 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, software, materials, consumables to conduct the WORK;
- (ii) communication and transmission charges; and
- (iii) data processing.

2.12 Penalty's

If the Services have not been performed in full in accordance with the Contract on the agreed Key Dates, the Contractor will immediately pay a penalty of 0.05% of the Contract Price, (excluding variations of any kind to the Contract) for each day that it fails to perform the Services as agreed, up to a cumulative maximum of 10% thereof. If, other than through force majeure, the Contractor is permanently unable to perform the Services as agreed, the penalty will be immediately payable in full.

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

- a. the right to demand that the Services be performed as agreed;
- b. the right to damages.

The penalty 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.

The penalties will apply to the Key items and dates as mentioned in Annex 4 'Delivery Dates and Prices':

<u>No.</u>	<u>Deliverable name</u>	<u>Date</u>
3g	Final Report Geological Ground Model	As offered by tenderer
3o	Delivery of Final Cyclic Test Results Interpretation Report	As offered by tenderer
3u	Final Report Integrated Ground Model	As offered by tenderer

3 Payment Schedule

Payment shall be based on:

- 15% of the CONTRACT PRICE, after delivery and acceptance by Client of the project documentation, Laboratory Testing Strategy Plan, Geological Ground Model Report Template, Geotechnical Interpretation Report Template and database example format: Annex 4, section I, items 2c, 2j, 2q, 2r and 2s.
- 25% of the CONTRACT PRICE after delivery and acceptance by Client and the Certifying Body of the final Geological Ground Model Report (GGM): Annex 4, section I, item 3f
- 25% of the CONTRACT PRICE after delivery of the draft Geotechnical Interpretation Report (GIR) and draft Report Integrated Ground Model: Annex 4, section I, items 3g and 3o
- 33% of the CONTRACT PRICE after approval by the Client and the Certifying Body of the final Geotechnical Interpretation Report (GIR) and after final approval by the Client of the Report Integrated Ground Model (IGM) including all associates digital deliverables: Annex 4, section I, items 3j and 3r.
- 2% of the CONTRACT PRICE after completion of the activities related to the webinar and PSD: Annex 4, section II, item 2.3

4 PRICING SCHEDULE

The WORK as set out in the CONTRACT shall be undertaken for a lump sum total CONTRACT PRICE of [●].

4.1 **Overview of rates and prices**

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