



Date 19 March 2024

Status Final

Soil Investigations Doordewind Wind Farm Zone

Annex 6 - Section IIIa Remuneration

Geotechnical Survey – Lot 1

Colophon

Project name	Geotechnical Survey Doordewind Wind Farm Zone
Project number	WOZ2240143/44 - 202312051
Version	Final
File name	DDW_20240319_GT_Annex 6 Section IIIa_Remuneration_F

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Annex(es)

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1 Introduction

1.1 **Remuneration document**

This document details the CONTRACT PRICE as part of the CONTRACT that CLIENT has awarded to CONTRACTOR for carrying out the Geotechnical soil investigations at the Doordewind (DDW) Wind Farm Zone for LOT 1 of the contract.

Also, this document contains sections on the payment schedule as well as bonus and mala mechanisms.

2 Rates, prices and percentages

2.1 Currency

The rates and prices set out in the PRICING SCHEDULE in Annex [4a] – Cycle Times and Prices are in Euros (€).

2.2 Applicable rate with regard to large/ small fluctuating quantities

The rates and prices provided in Annex [4a] – Cycle Times and Prices shall apply equally to executing the WORK in large, small or fluctuating quantities.

2.3 Applicable equally to measured work

Rates and prices provided in Annex [4a] – Cycle Times and Prices shall apply equally to any measured WORK and/or VARIATION, located within the IA, quantity or whether it is an addition or a reduction to the WORK.

2.4 Variations

Should the CLIENT exercise their entitlement to vary the WORK, then the amended WORK shall be executed by the CLIENT at the rates and prices contained in Annex [4a] – Cycle Times and Prices, insofar as it is fair and reasonable to do so or, where appropriate on a pro-rata basis and adjust the CONTRACT PRICE accordingly.

2.5 Contract Price

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

2.6 Scope of work

The Scope of WORK referred to in this Annex [6] - Section IIIa relates to the scope of work for Lot 1 as detailed in Annex [6] - Section IV Scope of Work of this CONTRACT.

2.7 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.

2.8 Rates to include all CONTRACTOR's costs

All rates and prices set out in Annex [4a] - Cycle times and Prices for Lot 1 herein are inclusive of all the CONTRACTOR'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.

2.9 Fixed rates and prices

The rates and prices provided per Annex [4a] – Cycle times and Prices shall be fixed for the entire period of the CONTRACT including any extensions of time to the CONTRACT term by way of VARIATION.

2.10 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) all port calls;
- (x) crew transfer vessel for moving crews between the land and the marine vessel(s), if applicable.
- (xi) Transits to – and from Investigation Area.

2.11 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.

2.12 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.

2.13 Payment for PCPTs, SCPTs, Thermal Conductivity Tests and Vibrocores

Payment for completed PCPTs, SCPTs, thermal conductivity tests and vibrocores, shall be based on:

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

2.14 Payment for Dissipation Tests

Payment for dissipation tests shall be based on:

- (i) Selected intervals of strata investigated and interpreted in accordance with the Specification; the number of tests will be limited by total time allowance.

2.15 Payment for laboratory tests

Payment for offshore standard laboratory testing on Vibrocore samples, including laboratory thermal conductivity testing shall be based on acceptance of the test results by the CLIENT or the CLIENT OFFSHORE REPRESENTATIVE.

Payment for onshore standard laboratory testing on Vibrocore samples, shall be based on provision and acceptance of test result to CLIENT.

Payment shall be done according to the section **Error! Reference source not found.** Payment Schedule of this document.

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 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 Works up to a maximum of 90% of the total CONTRACT PRICE.

CONTRACTOR is eligible for payment of a remaining 5% of the CONTRACT PRICE, after completion and approval of CLIENT of all final reports. CONTRACTOR is eligible for payment of a remaining 4,8% of the CONTRACT PRICE, after completion and approval of the assigned certifying body of all final reports. For a complete list of the required final reports please refer to Annex [4a] – Cycle Times and Prices.

A retainer of 0,2% of the total CONTRACT PRICE, excluding the price of potential variation orders, is in place and will be paid after finalisation of the webinar(s) CLIENT organises to present the results in which CONTRACTOR shall contribute as described in Annex [6] - Section IV Scope of Work.

Applications for payment shall be at monthly intervals with the exception of the mobilisation of vessel(s) and equipment. CONTRACTOR can apply for payment of the mobilisation after mobilisation is considered complete as described per Annex [6] - Section IV Scope of Work.

CONTRACTOR can apply for payment of the laboratory test results after CLIENT has been provided with the possibility to check and verify lab results and results are accepted. Preferably results should be described in reports per Annex [4a] – Cycle Times and Prices.

4 Pricing Schedule

The WORK shall be undertaken for a 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 paragraph 4.3 .

4.1 Limitations of proposed vessel(s) and equipment

Descriptions	WORKABLE WEATHER LIMITS		
	Wave height (H _s)	Wind speed (m/s) (W _{s_10})	Required Window (W _w)
Vessel A, Working at site	[●] m	[●] m/s	[●] hrs
Vessel B, Working at site	[●] m	[●] m/s	[●] hrs
Vessel C, Working at site	[●] m	[●] m/s	[●] hrs
Vessel D, Working at site	[●] m	[●] m/s	[●] hrs

Table 1 Maximum allowable weather conditions for carrying out the geotechnical survey works (names of vessels to be copied from Annex [4a] – Cycle Times and Prices)..

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

4.2 Waiting on Weather

CLIENT to select one of the three Waiting on Weather options presented below, based on the provided WoW calculation by Tenderer per Annex [4a] – Cycle Times and Prices. The selected mechanism by CLIENT will be the used mechanism to establish Waiting on Weather. The two options which are not selected will be deleted from herein, Annex 6 section IIIa.

Option 1: Contract price excluding weather

CONTRACTOR is 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 half-hour, based upon the standby rate set out in Annex [4a] – Cycle Times and Prices.

Option 2: Contract price including full weather

CONTRACTOR has allowed for WAITING ON WEATHER as per Table 2.

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.

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

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 VI (Quality requirements & Administrative instructions).

In case of VARIATIONS to the specified amounts (more or less seabed tests) the CONTRACT PRICE shall be adjusted per VARIATION. The WAITING ON WEATHER allowance shall be adapted on a pro rata basis.

Activity	Allowance WoW	
Vessels: (names of vessels to be copied from Annex [4a] – Cycle Times and Prices)	[•] price	[•] days

Table 2 Allowance in euros and days for WAITING ON WEATHER during the geotechnical survey.

Option 3: Contract price 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 provided per table 3, the CONTRACT PRICE shall be adjusted by multiplying the difference between the estimated WAITING ON WEATHER days by the CONTRACTOR and the actual WAITING ON WEATHER days by 50% of the standby rate set out in Annex [4a] – Cycle Times and Prices.

Activity	Allowance WoW	
Vessels: (names of vessels to be copied from Annex [4a] – Cycle Times and Prices)	[•] price	[•] days

Table 3 Allowance for WAITING ON WEATHER during the geotechnical survey.

4.3 Rates and prices

The elements of the CONTRACT PRICE together with rates and prices for all known variations to the contracted WORK are presented in Annex [4a] – Cycle Times and Prices for LOT 1.

5 Bonus and Malus

The Contracting Authority has included a bonus and malus performance system as an incentive for an early offshore completion and timely issuing of data and report milestones. The bonus malus performance system in this document applies to Lot 1.

5.1 Bonus and Malus milestones

The CLIENT defined three (3) KEY MILESTONES in Annex [4a] – Cycle times and Prices which are used in the bonus and malus mechanism :

- [1] DELIVERY OF 100% OF CPT DRAFT DIGITAL DATA .
- [2] DELIVERY AND CLIENT ACCEPTANCE OF FINAL SEABED IN SITU TESTING REPORT,.
- [3] DELIVERY AND CLIENT ACCEPTANCE OF FINAL SEABED SAMPLING REPORT including lab testing.

Completion of a milestone on or before the ultimate completion date will help CLIENT to meet the project schedule. Delivery of key milestones before the ultimate completion date will be awarded with a bonus as described in section 0.

Completion of any KEY MILESTONE as mentioned in Annex [4a] (shown in bold, underscored and green), 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 on the ultimate completion date will cause the CLIENT to claim mala to the CONTRACTOR as described in section **Error!**
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5.2 Bonus

If the Contractor succeeds to complete KEY MILESTONES [1], [2], and/or [3] as described in section 5.1 before the ultimate completion date set by CLIENT, taking into account all requirements of (Annex [6] Section IV Scope of Work and Annex [6] Section VI Quality Requirements and Administrative Instructions), and milestones are approved by the CLIENT, then the CONTRACTOR can be awarded a bonus of up to 1,5% of the original CONTRACT PRICE.

The CLIENT has defined the KEY MILESTONES for [1], [2], and [3] in Annex [4a] Cycle Times and Prices. A bonus of 0,5% of the original contract value can be earned by CONTRACTOR by delivering individual KEY MILESTONES before the ultimate completion date.

In case an individual KEY MILESTONE is completed earlier than the ultimate completion date, the CONTRACTOR will be awarded a bonus, the amount of which depends on the moment of delivery: :

- 0,5% of the original contract value for a 5 week (or more) early delivery.
- 0,4% of the original contract value for a 4 week (or more) early delivery.
- 0,3% of the original contract value for a 3 week (or more) early delivery.
- 0,2% of the original contract value for a 2 week (or more) early delivery.
- 0,1% of the original contract value for a 1 week (or more) early delivery.

5.3 Mala

Mala applies if CONTRACTOR does not complete the KEY MILESTONES [1], [2], and/or [3] on – or before the ultimate completion date.

If CONTRACTOR does not complete KEY MILESTONES [1], [2], and [3] on - or before the ultimate completion date defined by CLIENT in the Tender in Annex [4a] (Cycle time and Prices), the CLIENT will charge liquidated damages of 0.05% of the CONTRACT PRICE for each calendar day that the CONTRACTOR fails to complete KEY MILESTONES [1], [2], and/or [3], per individual KEY MILESTONES.

The mala is capped at **1,67% (one point sixty seven percent) of the CONTRACT PRICE for each of the individual KEY MILESTONE.**

The mala is capped at a **cumulative maximum of 5% (five per cent) of the original CONTRACT PRICE.**

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

The mala damages 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 mala 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. The mala shall be the sole and exclusive financial remedy of the Contracting Authority in respect of such failure.

The mala 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.