

## **Soil Investigation Wind Farm Zone**

### **Annex 6 - Section VI**

#### **Quality requirements & Administrative Instructions**

#### **Geotechnical survey in Doordewind Wind Farm Zone**

## Colophon

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| Project name    | <b>Geotechnical Survey in the Doordewind Wind Farm Zone</b> |
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### Annex(es)

|          |              |
|----------|--------------|
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# 1 CLIENT quality assurance requirements

The information in this document is applicable to both Lot 1 and Lot 2, unless specified otherwise.

## 1.1 Quality Management System

The CONTRACTOR shall have a Quality Management System (QMS) in place that complies with international quality standards (ISO 9001:2015 or equivalent), certified by an accredited body as recognized by European Co-operation for Accreditation (EA), or the International Accreditation Forum (IAF). The QMC applies to all stages of the WORK.

### 1.1.1 *Timely delivery of deliverables*

The CONTRACTOR shall ensure that, after CONTRACT award, all project documentation is provided to the CLIENT in time in order to allow for sufficient time for a CLIENT review and the CONTRACTOR's revision, taking into account the review periods as stated in Section 3.3 of this document.

The CONTRACTOR shall ensure that any subsequent amendments to the project documentation by the CONTRACTOR during the execution of the WORK are included and approved beforehand by the CLIENT.

## 1.2 Operational Management and project execution plan

The overall structure of the project execution plan to be submitted by CONTRACTOR is described in the Tender document section 5.2.

All project documentation is to be assembled as a complete draft before the Technical Kick-Off Meeting.

### 1.2.1 *Scope of Work*

CONTRACTOR shall maintain in Project Documentation a clear, up to date Scope of Work including all elements specified in Annex [6] - Section IV – Scope of Work and those elements finalised or modified post-award as appropriate. A Technical Kick-Off Meeting shall be organized at which CLIENT and CONTRACTOR shall finalise the Scope of Work to be implemented.

## 1.3 Project Quality Plan

The overall structure of the project quality plan to be submitted by CONTRACTOR is described in the Tender document section 5.2.

CONTRACTOR shall provide a project specific Project Quality Plan (PQP) in its Project Documentation, organised per the CONTRACTOR'S normal working practice. The PQP shall describe how CONTRACTOR's quality policy is implemented for the WORK. The PQP shall address the systems and specific Quality Assurance (QA) requirements mentioned in this section, taking into account all relevant provisions in this Section of the Contract and the other Sections of the Contract. The PQP shall be in accordance with CONTRACTOR's documented QMS and shall describe, as a minimum, all quality assurance (QA) and quality control (QC) issues that are relevant for all activities of the Work awarded under the Contract.

All activities and works by CONTRACTOR and its subcontractors shall be carried out in compliance with the Project Documentation including the PQP.

**1.4 Health, Safety and Environmental management and HSE plan.**

The overall structure of the project health safety and environmental management plan to be submitted by TENDERER is described in the Tender document section 5.2.

The CONTRACTOR shall include in Project Documentation, organised per its normal working practice, description of its plans for management of HSE matters during the course of the Project. CLIENTS requirements of CONTRACTOR's HSE management systems and practices are described in Annex [6] Section V.

## 2 Reporting

Besides the reports to be delivered as result of the surveys as specified in Annex [6] Section IV – Scope of Work, CONTRACTOR shall issue daily offshore progress report and weekly project progress reports as detailed below.

The purpose of these progress reports is to inform CLIENT on all aspects of CONTRACTOR's performance over the period of reporting and to give an up-to-date and clear picture of the project progress.

At the start of the project CLIENT and CONTRACTOR shall agree on the content of a weekly progress report. CONTRACTOR shall provide accurate reports of the progress of the project and shall highlight all project aspects that have impact on the execution of the WORK.

### 2.1 Weekly Progress Reporting

For the entire duration of the WORK (including preparation and close-out), CONTRACTOR shall issue to CLIENT weekly progress reports. These weekly progress reports shall provide information on the progress achieved during the reporting period.

The weekly progress report of CONTRACTOR shall include as a minimum - but not be limited to - the following subjects:

- Work in progress;
- Health Safety & Environment;
- Safety Statistics;
- Status summary work schedule, including weekly planning update;
- 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 a list of issued and Potential Variation Orders and their status;
- Updated MDR (Master Document Register);
- Photographs of relevant achievements.
- Areas of concern.

The Weekly Progress Report shall be based on a week cut-off date being each Sunday at 2400h. CONTRACTOR shall issue the weekly progress reports 12 hours before the weekly progress meeting.

### 2.2 Daily Progress Reporting

During the offshore execution of the works, CONTRACTOR shall issue to CLIENT Daily Progress Reports (DPR) to be submitted before 1000h the next day, covering the offshore scope of the WORKS. 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;
- Activities planned for the upcoming 24 hours, including a brief consideration on the upcoming weather/ seastate/ workability;

- Detailed summary/ breakdown of activities for past 24 hrs as well as cumulative for the project. Operations shall be logged per activity (transit between port and site, transit between locations, positioning at location, launch equipment, survey activities, recover equipment, crew change & supplies, not workable time) with consistent abbreviations/codes.
- Not workable time to be subdivided in following categories (not limited to), with the exact format to be mutually agreed:
  - equipment (vessel) downtime;
  - scheduled maintenance;
  - instrument calibrations;
  - WAITING ON WEATHER (on site / in port);
  - Weather standby below WORKABLE WEATHER LIMITS;
  - other standby;
- Daily observation and registration of weather and sea state;
- Overview of Personnel On Board: CONTRACTOR (project & marine crew), CLIENT (including Offshore CLIENT Representative), subcontractor (if applicable) any other (if applicable);
- HSE occurrences such as incidents, accidents, near misses, safety meetings, safety stand downs, marine mammal observations, number of HSE observations, together with measures taken and status
- Fuel/ fresh water consumption and remaining volume still available. To be expanded with any relevant other consumables;
- Non-conformance reporting

The DPRs will be provided in a consistent PDF format and will preferably not be scanned. DPRs are to be signed by the CLIENT offshore representative before issue to CLIENT, unless the contents are subject of dispute.

## 3 Document Management

### 3.1 Document management system

CONTRACTOR shall use a document management system in which all documents are uniform, have a unique number, can be traced, and are appropriately backed up.

The document management system shall be described as part of the quality plan.

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.

CONTRACTOR shall provide, maintain and regularly distribute a Master Document Register, that includes all submitted and scheduled deliverables with the corresponding document name, document number, revision, dates and status (not started, draft, internal review, submitted for review, approved by CLIENT).

### 3.2 Document flow

CONTRACTOR shall provide CLIENT with a procedure describing its document flow 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 flow of CONTRACTOR must correspond to its project organisation and must be aligned with the project 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 reasonable.

### 3.3 Review and Approval

The CLIENT will use attachment 4 as a Document Review Form (DRF) and provide the combined list of comments per document in the DRF. The CONTRACTOR shall ensure that in the following revision all comments are addressed, updated accordingly and/ or commented on.

In case approval documents are provided to the CLIENT during the execution of the offshore WORKS and maintaining these review terms causes a delay of the campaign, then all costs arising from this delay will be borne by the CONTRACTOR.

### 3.4 Documentation

All produced documents are submitted to CLIENT electronically in PDF-format. In the event that CLIENT has a valid reason to receive documents in an editable digital format as well, these will be provided by CONTRACTOR at the request of CLIENT at no costs to Client.

All Project Documentation will be in English, with management summaries in Dutch except as explicitly stated otherwise.

Naming of documents shall be in accordance with the requirements described in the Annex [7] Starting Points & Assumptions.

## **4 Communication**

### **4.1 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.

### **4.2 Correspondence**

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

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.

### **4.3 Communication authorities**

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

### **4.4 Communication in case of emergency**

In case of emergency, CONTRACTOR shall communicate directly with the emergency services. The communication procedure in case of emergencies shall be clearly defined in the Emergency Response Procedure as specified in Annex [6] - Section V (Health, Safety and Environment).

## 5 Programming

### 5.1 Time schedules

CONTRACTOR shall prepare and maintain a project time schedule including relevant milestones.

CONTRACTOR shall provide a weekly planning update both in PDF format and in the original raw data format (MS Project). This planning update shall be part of the Weekly Progress Report.

CONTRACTOR shall coordinate and supervise all planning activities of his sub-contractors.

## 6 Queries

### 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 to 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 his 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 response*

When CONTRACTOR has sent his query to CLIENT, CLIENT shall respond as quickly as possible. CLIENT shall fill in the complete CLIENT response box, 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, CONTRACTOR can add another (third) box, marked 'CONTRACTOR's follow-up Query'.

### 6.2 **CLIENT Technical Queries**

When CLIENT has a Technical Query, the process is very 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**

### **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 to this document.

### **7.2 VARIATION Proposal**

CONTRACTOR shall issue a VARIATION Proposal as a response to a corresponding Variation Request or any other reason that is specified in Annex [6] - Section II Conditions of Contract.

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

### **7.4 CHANGES of procedures**

In the event CONTRACTOR or CLIENT want to change an agreed procedure / methodology / plan during the execution of the WORKS the change can be requested by means of a Management Of Change (MOC) form. The MOC shall be signed by the counter party. Prior start of the offshore campaign CONTRACTOR and CLIENT shall agree the personnel authorized to sign.

The requesting party of the MOC shall indicate in the MOC form if it requests the counter party to sign for approval. In the event no approval is required, the MOC can be issued with the request to sign for seen/ received.

A management of change shall conclude as minimum

- Type of change;
- Justification;
- Effect of change;
- Affected documents;
- Price;
- Schedule impact;
- Requested kind of approval (as seen / approved by / etc).

## 8 Adverse Weather Determination

With reference to Annex [6] - Section III (Remuneration), three different options for mechanisms for the division of weather risk between the parties are defined for lot 1. For Lot 2, one option is defined.

### 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 LIMITS:** shall mean the WORKABLE WEATHER LIMITS and the required Weather Windows as indicated in Table 1 (WORKABLE WEATHER LIMITS for carrying out the geotechnical survey) of Annex [6] – Section III Remuneration.

**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 geotechnical survey) of Annex [6] – Section III 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 Investigation Area which affect the CONTRACTOR as defined and in accordance with the principles and criteria outlined in this Annex [6] Section VI Quality Requirements & Administrative Instructions.

**EXCEPTIONAL WEATHER DELAY:** shall mean the number of WAITING ON WEATHER days exceeding the number of such days specified in Table 2 (Allowance in days for WAITING ON WEATHER during carrying out the geotechnical survey) of Annex [6] – Section III Remuneration.

**WEATHER REPORT:** shall mean a detailed commercial weather forecast specifically made for the Investigation Area and updated at least every 6 hours, as detailed in Annex [6] Section II 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. Weather Windows for applicable subsets of survey activity shall be specified by CONTRACTOR.

**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] Section III Remuneration.

**WAITING ON WEATHER ALLOWANCE:** shall mean the allowance priced by CONTRACTOR to cover for the WAITING ON WEATHER DAYS encountered during the execution of the WORK as specified in Table 2 and table 3 for Lot 1 and table 2 for Lot 2 of Annex [6] Section III 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 one (1) to three (3) will be selected by CLIENT in the AGREEMENT for Lot 1 only:
- Option four (4) is applicable for Lot 2 only.

### 8.2.1 Option 1: Lump sum excluding weather scenario

In case Option 1: *lump sum excluding weather* as defined in Annex [6] Section III Remuneration is chosen:

- (a) If the CONTRACTOR can show that it has suffered WAITING ON WEATHER, then subject to Annex [6] – Section II (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 III Remuneration is chosen:

- (a) If the CONTRACTOR can show that it has suffered EXCEPTIONAL WEATHER DELAY, then subject to Annex [6] Section II (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 II (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 Day rate as per the PRICING SCHEDULE included in Annex [6] Section III Remuneration;

- (b) If the number of WAITING ON WEATHER days is lower than the number of such days specified in Annex [6] Section III Remuneration, then, subject to Annex [6] Section II (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 [6] Section III Remuneration, by 50% of the applicable WAITING ON WEATHER RATE as per the PRICING SCHEDULE included in Annex [6] Section III Remuneration;

#### 8.2.4 Option 4: Lump sum including risk sharing mechanism scenario (Lot 2 only)

- (a) If the CONTRACTOR can show that it has EXCEPTIONAL WEATHER DELAY, then, subject to Annex [6] Section II (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 WAITING ON WEATHER RATE as per the PRICING SCHEDULE included in Annex [6] Section IIIb Remuneration. The CLIENT will reimburse to a maximum of 50% additional WAITING ON WEATHER DAYS as provided per the allowance in Annex [6] Section IIIb Remuneration. The maximum amount of additional reimbursement is stipulated in Annex [6] Section IIIb Remuneration.
- (b) If the number of WAITING ON WEATHER days is lower than the number of such days specified in Annex [6] Section III Remuneration, then, subject to Annex [6] Section II (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 [6] Section IIIb Remuneration, by 50% of the applicable Standby Day rate as per the PRICING SCHEDULE included in Annex [6] Section IIIb 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;
  - (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 or auxiliary equipment is on standby because of weather conditions below the WORKABLE WEATHER LIMITS specified in Table 1 of Annex [6] Section III 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 required for executing a survey activity;
  - (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 LIMITS, WORKABLE WEATHER LIMITS and WEATHER WINDOW of the activity required for performance of the WORK are specified in Annex [6] Section III Remuneration.
    - (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 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 WAITING ON 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 Investigation Area, or;
- (b) Obtaining measurements from measurement stations that are located in the proximity of the Investigation Area, or;

- (c) Installation of measurement devices/instruments on the vessel executing the survey, which are verified against Rijkswaterstaat weather stations/buoys.
- (d) Taking the predicted values from the WEATHER REPORT;

The preferred options are option (a) and option (b).

Before signing of the CONTRACT, CONTRACTOR and CLIENT shall agree upon the method (option a, b, c or d) that shall be used for WAITING ON WEATHER measurements.

The correctness of the determined values shall be agreed upon by all parties involved. In case no agreement has yet been found on the method for WAITING ON WEATHER measurements, Option (d) shall be selected.

Correctness of WAITING ON WEATHER time specified and reported in the Weekly Progress Report shall be validated by comparing the predicted values issued by a (daily) WEATHER REPORT with measurements from either option (a) or option (b).

The WAITING ON WEATHER time that is reported in the Weekly Progress Report is leading over the daily progress reports as this data will be verified.

## **8.5 WAITING ON WEATHER Reporting**

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(s) on the DPR does not constitute acceptance of the content of the DPR with specific regard to the classification of time. 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 WEATHER 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 Site supervisor at the Survey 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. These may be substituted by data supplied by the CONTRACTOR. 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 Annex [6] Section III – Remuneration.

For sake of clarity any change of vessel and equipment relative to that 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 in Annex [6] Section III Remuneration irrespective of the actual waiting on weather time of the vessel.

**ATTACHMENT 1.      TECHNICAL QUERY FORM**

**ATTACHMENT 2.      VARIATION REQUEST FORM**

**ATTACHMENT 3.      VARIATION ORDER PROPOSAL FORM**

**ATTACHMENT 4.      DOCUMENT REVIEW FORM**

**ATTACHMENT 5. PERSONNEL REPLACEMENT FORM**