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Geotechnical Survey Doordewind Wind Farm Zone

Annex 6 - Section IIIb Remuneration

Geotechnical Survey – Lot 2

Colophon

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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 Wind Farm Zone for LOT 2 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 [4b] - Cycle Times and Prices are in Euros (€).

2.2 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.

2.3 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 IIIb relates to the scope of work for LOT 2 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 [4b] Cycle times and Prices for Lot 2 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 contained provided per Annex [4b] – 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 Boreholes, P-S logging and downhole density / porosity logging

Payment for Boreholes, PS-logging and downhole density / porosity logging:

- (i) Full thickness of strata investigated and interpreted in accordance with the Specification;
- (ii) Depths interval measured relatively 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 Borehole samples, shall be based on acceptance of the test results by the CLIENT or the CLIENT OFFSHORE REPRESENTATIVE.

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

Payment shall be done according to the section 3 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, including 100% of variation orders.

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 an overview of the final reports please refer to Annex [4b] – 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), equipment and personnel.

CONTRACTOR can apply for payment of the vessel (and equipment) mobilisation after the vessel has transited to the Investigation Area (IA), the CLIENT OFFSHORE REPRESENTATIVE has signed the mobilisation certificate, and the first issue of the mobilisation report has been provided to the (onshore) CLIENT and CLIENT OFFSHORE REPRESENTATIVE.

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 [4b] – Cycle Times and Prices.

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 WAITING ON WEATHERS.

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 (Ww)
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 [4b] – 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.
- 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

Lump sum including risk compensation mechanism

CONTRACTOR has allowed for a compensation of total WAITING ON WEATHER days as per Table 2, per Annex [4b] – Cycle Times and Prices.

Activity	Allowance WAITING ON WEATHER	
Vessel total WAITING ON WEATHER allowance: (to be copied from Annex [4b] – Cycle Times and Prices)	[•] standby rate	[•] total days WAITING ON WEATHER
Activity	Allowance WoW	
Vessels: (names of vessels to be copied from Annex [4a] – Cycle Times and Prices)	[•] price	[•] days

Table 2 Allowance for WAITING ON WEATHER during the geotechnical survey.

CONTRACTOR vessel WAITING ON WEATHER days shall be applicable once the vessels are on WAITING ON WEATHER and weather criteria are above the workable limits as provided by CONTRACTOR which are presented in Table 1. Details of the

determination of WAITING ON WEATHER criteria and workable limits are presented in Annex [6] Quality requirements & Administrative Instructions – Section VI.

In case the actual amount of WAITING ON WEATHER days deviates from the estimated amount of WAITING ON WEATHER days provided per table 2, 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 [4b] – Cycle Times and Prices.

In case the actual amount of WAITING ON WEATHER days deviates from the estimated amount of WAITING ON WEATHER days by the CONTRACTOR, as provided per table 2, the CONTRACTOR can be reimbursed up to 50% of additional WAITING ON WEATHER DAYS, against the provided WAITING ON WEATHER rate per Annex [4b] – Cycle Times and Prices. However, the CONTRACT PRICE is capped at the maximum total price provided in Annex [4b] – Cycle Times and Prices.

The provided WAITING ON WEATHER rate per Annex [4b] – Cycle Times and Prices, provided during the tender, will be applicable to all vessel(s) working on the project, throughout the duration of the project, regardless of vessel(s) changes.

The total WAITING ON WEATHER DAYS used to calculate the additional 50% reimbursement will be based on the WAITING ON WEATHER DAYS provided during the Tender per Annex [4b] – Cycle Times and Prices, and is not subject to change throughout the project (e.g. changing fleet composition, or workability will not affect reimbursement).

Changes to vessel(s) executing the work, will be subject to approval from CLIENT.

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 [4b] – Cycle Times and Prices for Lot 2.

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 2.

5.1 Bonus and Malus milestones

The CLIENT defined four (4) key milestones in Annex [4b] – Cycle Times and Prices, which are used in the bonus and malus mechanism :

- [1] DELIVERY OF FINAL VERSION GEOLOGICAL AGE DATING REPORT.
- [2] DELIVERY OF FINAL VERSION GGM PRIORITY LABORATORY TESTING REPORT.
- [3] DELIVERY OF FINAL GEOTECHNICAL BOREHOLE REPORT.
- [4] DELIVERY OF FINAL Cyclic lab test REPORT.

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 **Error! Reference source not found..**

Completion of any KEY MILESTONE as mentioned in Annex [4b] (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! Reference source not found..**

5.2 Bonus

If the Contractor succeeds to complete KEY MILESTONES [1], [2], [3] and [4] as described in section **Error! Reference source not found.** 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 2% the CONTRACT PRICE.

The CLIENT has defined the KEY MILESTONES for [1], [2], [3] and [4] in Annex [4b] Cycle Times and Prices. A bonus of 0,6% of the 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], [3] and/or [4] on – or before the ultimate completion date.

If CONTRACTOR does not complete milestones [1], [2], [3] and [4] on - or before the ultimate completion date as 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 a KEY MILESTONES [1], [2], [3] and/or [4], per individual milestone.

The mala is capped at **1,25% (one point twenty five percent) of the CONTRACT PRICE for each of the individual KEY MILESTONES.**

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.