



Date 13th June 2026
Status Final

Benthic Survey Doordewind Wind Farm Zone

Annex 5 - Section III

Remuneration

CONTRACT PRICE

Colophon

Project name Benthic Survey Doordewind Wind Farm Zone
Project number WOZ2250192 202512042
Version FINAL
File name DDW_20260624_RVO_ECO_Annex 5_Section_III_Remuneration_F
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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 the Benthic Survey at the Doordewind Wind Farm Zone (DDWWFZ).

2 Rates, prices, and percentages

2.1 Currency

The rates and prices set out in the PRICING SCHEDULE in this Annex [5] - 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

Variations, as described in the Conditions of Contract, follow the same payment schedule as described in this document.

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 [5] - Section III Remuneration relates to the scope of work as detailed in Annex [5] - 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 [5] - 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 newly agreed rates, prices and percentages under the mutually agreed and signed VARIATION shall remain valid for the duration of the CONTRACT.

2.9 Rates to include all contractors' costs

All rates and prices set out in **Fout! Verwijzingsbron niet gevonden.** 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.

2.10 Fixed rates and prices

The rates and prices under the CONTRACT shall be fixed for the entire period of the CONTRACT. Indexation of the unpaid Payment Milestones is only agreed on in case the CONTRACT period is extended. Details about the indexation are included in the Tender document.

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 OFFSHORE CLIENT 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 OFFSHORE CLIENT 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.
- (xii) All costs which can reasonably be assumed to be required to execute the WORK as described in the CONTRACT documents.

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 as described in Annex 4 of completed WORK after it has been accepted by the CLIENT. CONTRACTOR may send an invoice once per month, while complying with the invoicing requirements described in the tender document. Annex 4 follows the following payments:

1. Mobilisation may be invoiced after mobilisation has been completed as described in the scope of work;
2. Survey Operations and waiting of weather lump sum allowance may be invoiced after demobilisation;
3. Lab testing may be invoiced after CLIENT approval of the lab results only;
4. Reports may be invoiced after CLIENT approval.

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 WEATHER and excludes any additional authorised work chargeable at the rates set out in Annex [4] Cycle Times and Prices.

Annex [4] 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 the Annex [4] are included in the specified rates.

4.1 **Waiting on Weather**

Lump sum including weather

CONTRACTOR has allowed for WAITING ON WEATHER as per Annex 4. In case of VARIATIONS to the specified amounts (more or fewer samples to be taken) 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 for WAITING ON WEATHER outside the CONTRACT.

5 Bonus and Liquidated Damages

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

5.1 Key milestone

The CLIENT has set desired and ultimate dates for milestone "4m: Key Milestone: Acceptance of Final Version Environmental baseline report" as per Annex 4.

Completion later than the ultimate date will interfere with other commitments of the CLIENT and/or will cause delay to the schedule of subsequent WORKS. Not completing the works or delivery of documentation prior or onto the ultimate date may cause the CLIENT to charge mala and LDs to the CONTRACTOR as described in section 5.2.

To ensure the CONTRACTOR will work according to the schedule that has been submitted as part of the winning Tender proposal, mala and LDs will be applied when the CONTRACTOR does 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 key milestones. 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 5.2.

5.2 Applicability mala and liquidated damages (LDs)

5.2.1 Data delivery and reporting

Mala and LDs may be charged by the CLIENT if the CONTRACTOR is not able to complete or provide the key milestone deliverables before the ultimate date. The Contracting Authority will charge an LD of 0.2% of the CONTRACT PRICE for each calendar day that the CONTRACTOR fails to meet the key milestone.

The combined mala will be capped at a maximum of 10% of the CONTRACT PRICE for all combined mala for the key milestone.

If, other than through force majeure (as described in the Conditions of Contract), 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.

5.3 Payment

The payment of the mala shall be included in the invoice which includes the key milestone(s). This shall be set off againth amounts payable by the Contracting Authority.