APPENDIX A (SCOPIC)

1. **PERSONNEL**

(a) The daily tariff rate, or pro rata for part thereof, for personnel reasonably engaged on the contract, including any necessary time in proceeding to and returning from the casualty, shall be as follows:

Office administration, including communications	US\$1,275
Salvage Master	US\$1,900
Naval Architect or Salvage Officer/Engineer	US\$1,585
Assistant Salvage Officer/Engineer	US\$1,270
Diving Supervisor	US\$1,270
HSE qualified diver or his equivalent but excluding saturation or mixed gas drivers	US\$1,140
(whose rate should be agreed with the SCR or determined by the Arbitrator)	
Salvage Foreman	US\$ 950
Riggers, Fitters, Equipment Operators	US\$ 760
Specialist Advisors – Fire Fighters, Chemicals, Pollution Control	US\$1,275

- (b) The crews of tugs, and other craft, normally aboard that tug or craft for the purpose of its customary work are included in the tariff rate for that tug or craft but when because of the nature and/or location of the services to be rendered, it is a legal requirement for an additional crew member or members to be aboard the tug or craft, the cost of such additional crew will be
- (c) The rates for any personnel not set out above shall be agreed with the SCR or, failing agreement, be determined by the Arbitrator.
- (d) For the avoidance of doubt, personnel are "reasonably engaged on the contract" within the meaning of Appendix A sub-clause 1(a) hereof if, in addition to working, they are eating, sleeping or otherwise resting on site or travelling to or from the site; personnel who fall ill or are injured while reasonably engaged on the contract shall be charged for at the appropriate daily tariff rate until they are demobilised but only if it was reasonable to mobilise them in the first place.
- SCOPIC remuneration shall cease to accrue in respect of personnel who die on site from the date of death. (e)

TUGS AND OTHER CRAFT 2.

(a) (i) Tugs, which shall include salvage tugs, harbour tugs, anchor handling tugs, coastal/ocean towing tugs, off-shore support craft, and any other work boat in excess of 500 b.h.p., shall be charged at the following rates, exclusive of fuel or lubricating oil, for each day, or pro rata for part thereof, that they are reasonably engaged in the services, including proceeding towards the casualty from the tugs location when SCOPIC is invoked or when the tugs are mobilised (whichever is the later) and from the tugs position when their involvement in the services terminates to a reasonable location having due regard to their employment immediately prior to their involvement in the services and standing by on the basis of their certificated b.h.p.:

For each b.h.p. up to 5,000 b.h.p.	US\$2.80
For each b.h.p. between 5,001 & 12,000 b.h.p.	US\$2.00
For each b.h.p. between 12,001 & 20,000 b.h.p.	US\$1.40
For each b.h.p. over 20,000 b.h.p.	US\$0.70

(ii) Any tug which has aboard certified fire fighting equipment shall, in addition to the above rates, be paid:

> US\$690 per day, or pro rata for part thereof, if equipped with Fi Fi 0.5 US\$1,375 per day, or pro rata for part thereof, if equipped with Fi Fi 1.0

for that period in which the tug is engaged in fire fighting necessitating the use of the certified fire fighting

- (iii) Any tug which is certified as "Ice Class" shall, in addition to the above, be paid US\$1,375 per day, or pro rata for part thereof, when forcing or breaking ice during the course of services including proceeding to and returning from the casualty
- For the purposes of paragraph 2(a)(i) hereof tugs shall be remunerated for any reasonable delay or deviation for (iv) the purposes of taking on board essential salvage equipment, provisions or personnel which the Contractor reasonably anticipates he shall require in rendering the services which would not normally be found on vessels of
- Any launch or work boat of less than 500 b.h.p. shall, exclusive of fuel and lubricating oil, be charged at a rate of US\$4.15 for (b) each b.h.p.
- Any other craft, not falling within the above definitions, shall be charged out at a market rate for that craft, exclusive of fuel and (c) lubricating oil, such rate to be agreed with the SCR or, failing agreement, determined by the Arbitrator.
- All fuel and lubricating oil consumed during the services shall be paid at cost of replacement and shall be treated as an out of (d) pocket expense
- For the avoidance of doubt, the above rates shall not include any portable salvage equipment normally aboard the tug or craft (e) and such equipment shall be treated in the same manner as portable salvage equipment and the Contractors shall be reimbursed in respect thereof in accordance with Appendix A paragraphs 3 and 4(i) and (ii) hereof.
- (f) SCOPIC remuneration shall cease to accrue in respect of tugs and other craft which become a commercial total loss from the date they stop being engaged in the services plus a reasonable period for demobilisation (if appropriate) PROVIDED that such SCOPIC remuneration in respect of demobilisation shall only be payable if the commercial total loss arises whilst engaged in the services and through no fault of the Contractors, their servants, agents or sub-contractors.

3. PORTABLE SALVAGE EQUIPMENT

(a) The daily tariff, or pro rata for part thereof, for all portable salvage equipment reasonably engaged during the services, including any time necessary for mobilisation and demobilisation, shall be as follows:

Rate - US\$ Rate - US\$ Equipment Equipment **Generators Protective Clothing/Safety Equipment** Up to 50 kW 75 **Breathing Gear** 64 51 to 120 kW 158 Hazardous Environment Suit 126 Cooler; Evaporative; 36", 9800 Cfm, 110v Heater 55,000/110,000 Btu 121 to 300 kW 253 100 Over 301 kW 443 250 Gas Monitor; Four Gas Types 175 Nitrogen Generator - 1500 SCFH @ 96%, 220v 2.450 Compressors PPE; Ascending/Descending package: 4 Man 350 185 Cfm PPE; Bunker Gear Pkg: 1 Man 190 125 600 Cfm PPE; Chemical Suit Pkg: Class A: 1 Man 317 145 PPE; Chemical Suit Pkg: Class B: 1 Man PPE; Cold Weather 1st Response Kit 1200 Cfm 506 25 Air Manifold 13 35 Blower; 1,500m3/min. 1.076 PPE; Confined Space Entry 2 Man package, with 525 Communications PPE; Survival Suit, Immersion **Distribution Boards** 10 Ventilation Pkg: Vane Axial: 1,500 Cfm Ventilation Pkg: Venturi Type: 4,000 Cfm 100 Up to 50 kW 75 115 51 to 120 kW 158 121 to 300 kW 253 **Pollution Control Equipment** Over 301 kW 443 Hot Tap Machine, including support equipment 1,265 Oil Boom, 24", per 10 metres
Oil Boom, 36", per 10 metres
Oil Boom, 48", per 10 metres
Oil Boom, 48", per 10 metres
Ballast/Fuel storage Bins upto 10,000 litres
Ballast/Fuel storage Bins 10,000 to 25,000 litres Hoses: Per 6 Metres or 20 Feet 39 126 Air Hose 246 3/4 5 75 2" 10 100 Ballast/Fuel storage Bins 25,000 to 50,000 litres 126 <u>Layflat</u> 2" 14 4" 19 **Pumping Equipment** 25 Rigid <u>Air</u> 2" 3" 4" 19 1" 65 2" 22 25 95 3" 110 6" 32 Diesel 8" 38 64 -4" 114 Miscellaneous Equipment 152 Electrical Submersible Air Bags, less than 5 tons lift 50 64 Air Bags 5 to 15 tons lift 253 4" 190 Air Lift 4" 126 6" 759 Air I ift 6" 253 <u>Hydraulic</u> Air I ift 8' 379 500 3 Air Tugger, up to 3 tons Chain Saw 6" 95 759 25 1,265 Container handling package 200 Communications package
Damage Stability Computer and Software 200 **Lighting Systems** 315 Echo Sounder, portable 32 Halogen system 100 Extension Ladder 25 Lighting String, per 50 feet 32 Hydraulic Jack, up to 50 tons Light Tower 50 64 Hydraulic Jack, up to 120 tons Hydraulic Powerpack up to 40kW 95 Underwater Lighting System, 1,000 watts 95 60 Hydraulic Powerpack 75kW 95 Winches 316 Pressure washer, water Pressure washer, steam 570 Up to 5 tons, including 50 metres of wire 150 Rigging Package, heavy 506 Up to 10 tons, including 50 metres of wire 175 Rigging Package, light 253 Up to 20 tons, including 50 metres of wire 250 Steel band Saw 25 Tirfors, up to 5 tonnes 14 **Fenders** 316 Thermal Imaging Camera Tool Package, per set Ventilation Package Yokohama 1.00m. x 2.00m. 220 25 95 VHF Radio 14 2.50m. x 5.50m. 190 Z Boat, including outboard up to 14 feet 253 3.50m. x 6.50m. 317 Z Boat, including outboard over 14 feet 443 Low Pressure Inflatable 3 metres 89 **Diving Equipment** 6 metres 89 9 metres 190 High Pressure Compressor 3500 psi/17 Cfm 200 12 metres 316 High Pressure Compressor 5500 psi/17 Cfm
Decompression Chamber with Medical Lock 115 16 metres 316 325 Decompression Chamber: Two Man, including compressor Decompression Chamber: Four Man, including compressor 632 **Shackles** 885 Hot Water Diving Assembly 316 Up to 50 tonnes 13 Underwater Magnets 25 51 to 120 tonnes 25 Underwater Drill 25 121 to 200 tonnes 39 Shallow Water Dive Spread 285 Over 200 tonnes 64

<u>Equipment</u>	Rate - US\$	Equipment	Rate – US\$
Welding & Cutting Equipment		Storage Equipment	
Bolt Gun	380	12' Container	32
Oxy-acetylene Surface Cutting Gear	32	20' Container	50
Underwater Cutting Gear	64		
Underwater Welding Kit	64		
250 Amp Welder	190		
400 Amp Welder	253		

- (b) Any portable salvage equipment engaged but not set out above shall be charged at a rate to be agreed with the SCR or, failing agreement, determined by the Arbitrator.
- (c) The total charge (before bonus) for each item of portable salvage equipment, owned by the contractor, shall not exceed the manufacturer's recommended retail price on the last day of the services multiplied by 2.0.
- (d) Compensation for any portable salvage equipment lost or destroyed during the services shall be paid at the replacement cost. (Provided that the total of such compensation and the daily tariff rate (before bonus) in respect of that item does not exceed the actual cost of replacing the item at the Contractor's base with the most similar equivalent new item multiplied by 2.5.)
- (e) All consumables such as welding rods, boiler suits, small ropes etc. shall be charged at cost and shall be treated as an out of pocket expense.
- (f) The Contractor shall be entitled to remuneration at a stand-by rate of 50% of the full tariff rate plus bonus for any portable salvage equipment reasonably mobilised but not used during the salvage operation provided
 - (i) It has been mobilised with the prior agreement of the owner of the vessel or its mobilisation was reasonable in the circumstances of the casualty, or
 - (ii) It comprises portable salvage equipment normally aboard the tug or craft that would have been reasonably mobilised had it not already been aboard the tug or craft.
- (g) SCOPIC remuneration shall cease to accrue in respect of portable salvage equipment which becomes a commercial total loss from the date it ceases to be useable plus a reasonable period for demobilisation (if appropriate) PROVIDED that such SCOPIC remuneration in respect of demobilisation shall only be payable if the commercial total loss arises while it is engaged in the services and through no fault of the Contractors, their servants, agents or sub-contractors.

4. **DOWNTIME**

If a tug or piece of portable salvage equipment breaks down or is damaged without fault on the part of the Contractor, his servants, agents or sub-contractors and as a direct result of performing the services it should be paid for during the repair while on site at the stand-by rate of 50% of the tariff rate plus uplift pursuant to sub-clause 5(iv) of the SCOPIC clause.

If a tug or piece of portable salvage equipment breaks down or otherwise becomes inoperable without fault on the part of the Contractor, his servants, agents or sub-contractors and as a direct result of performing the services and cannot be repaired on site then:

- (i) If it is not used thereafter but remains on site then no SCOPIC remuneration is payable in respect of that tug or piece of portable salvage equipment from the time of the breakdown.
- (ii) If it is removed from site, repaired and reasonably returned to the site for use SCOPIC remuneration at the standby rate of 50% of the tariff rate plus bonus pursuant to sub-clause 5(iv) of the SCOPIC clause shall be payable from the breakdown to the date it is returned to the site.
- (iii) If it is removed from the site and not returned SCOPIC remuneration ceases from the breakdown but is, in addition, payable for the period that it takes to return it directly to base at the stand-by rate of 50% of the tariff rate plus bonus pursuant to subclause 5(iv) of the SCOPIC clause.