

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\$ 1,000
Salvage Master	US\$ 1,500
Naval Architect or Salvage Officer/Engineer	US\$ 1,250
Assistant Salvage Officer/Engineer	US\$ 1,000
Diving Supervisor	US\$ 1,000
Diver	US\$ 750
Salvage Foreman	US\$ 750
Riggers, Fitters, Equipment Operators	US\$ 600
Specialist Advisors – Fire Fighters, Chemicals, Pollution Control	US\$ 1,000

- (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 paid.
- (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.
- (e) SCOPIC remuneration shall cease to accrue in respect of personnel who die on site from the date of death.

2. TUGS AND OTHER CRAFT

- (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\$ 2.00
For each b.h.p. between 5,001 & 10,000 b.h.p.	US\$ 1.50
For each b.h.p. between 10,001 & 20,000 b.h.p.	US\$ 1.00
For each b.h.p. over 20,000 b.h.p.	US\$ 0.50

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

US\$500 per day, or pro rata for part thereof, if equipped with Fi Fi 0.5
US\$1,000 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 equipment.

- (iii) Any tug which is certified as “Ice Class” shall, in addition to the above, be paid US\$1,000 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.
- (iv) For the purposes of paragraph 2(a)(i) hereof tugs shall be remunerated for any reasonable delay or deviation for 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 the tugs size and type.
- (b) 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\$3.00 for each b.h.p.
- (c) Any other craft, not falling within the above definitions, shall be charged out at a market rate for that craft, exclusive of fuel and lubricating oil, such rate to be agreed with the SCR or, failing agreement, determined by the Arbitrator.
- (d) All fuel and lubricating oil consumed during the services shall be paid at cost of replacement and shall be treated as an out of pocket expense.
- (e) For the avoidance of doubt, the above rates shall not include any portable salvage equipment normally aboard the tug or craft and such equipment shall be treated in the same manner as portable salvage equipment and the Contactors shall be remunerated 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:

<u>Generators</u>	<u>Rate – US\$.</u>	<u>Welding & Cutting Equipment</u>	<u>Rate – US\$.</u>
Up to 50 kW	60	Bolt Gun	300
51 to 100 kW	125	Gas Detector	100
101 to 300 kW	200	Hot Tap Machine,	
Over 301 kW	350	including supporting equipment	1,000
		Oxy-acetylene Surface Cutting Gear	25
<u>Portable Inert Gas Systems</u>		Underwater Cutting Gear	50
1,000m ³ /hour	1,200	Underwater Welding Kit	50
1,500m ³ /hour	1,400	250 Amp Welder	150
		400 Amp Welder	200
<u>Compressors</u>		<u>Pollution Control Equipment</u>	
High Pressure	100	Oil Boom, 24", per 10 metres	30
185 Cfm	150	Oil Boom, 36", per 10 metres	100
600 Cfm	250	Oil Boom, 48", per 10 metres	195
1200 Cfm	400		
Air Manifold	10	<u>Lighting Systems</u>	
Blower; 1,500m ³ /min.	850	Lighting String, per 50 feet	25
<u>Pumping Equipment</u>		Light Tower	50
<u>Air</u>		Underwater Lighting System, 1,000 watts	75
2"	75	<u>Winches</u>	
<u>Diesel</u>		Up to 20 tons, including 50 metres of wire	200
2"	50		
4"	90	<u>Storage Equipment</u>	
6"	120	10' Container	25
<u>Electrical Submersible</u>		20' Container	40
2"	50		
4"	150	<u>Miscellaneous Equipment</u>	
6"	500	Air Bags, less than 5 tons lift	40
<u>Hydraulic</u>		5 to 15 tons lift	200
6"	600	Air Lift 4"	100
8"	1,000	6"	200
<u>Hoses</u>		8"	300
<u>Air Hose</u>		Air Tugger, up to 3 tons	75
¾"per 30 metres or 100 feet	20	Ballast/Fuel Oil Storage Bins, 50,000 litres	100
2"per 30 metres or 100 feet	40	Chain Saw	20
<u>Layflat</u>		Damage Stability Computer and Software	250
2" per 6 metres or 20 feet	10	Echo Sounder, portable	25
4" per 6 metres or 20 feet	15	Extension Ladder	20
6" per 6 metres or 20 feet	20	Hydraulic Jack, up to 100 tons	75
<u>Rigid</u>		Hydraulic Powerpack	75
2" per 6 metres or 20 feet	15	Pressure washer,	
4" per 6 metres or 20 feet	20	water	250
6" per 6 metres or 20 feet	25	steam	450
8" per 6 metres or 20 feet	30	Rigging Package,	400
<u>Fenders</u>		heavy	200
<u>Yokohama</u>		Light	200
1.00m. x 2.00m.	75	Rock,	50
2.50m. x 5.50m.	150	Drill	400
3.50m. x 6.50m.	250	Splitter	400
<u>Low Pressure Inflatable</u>		Steel Saw	20
3 metres	70	Tirfors, up to 5 tonnes	10
6 metres	70	Thermal Imaging Camera	250
9 metres	150	Tool Package, per set	175
12 metres	250	Ventilation Package	20
16 metres	250	VHF Radio	10
		Z Boat, including outboard up to 14 feet	200
		over 14 feet	350

Shackles	Rate – US\$.	Protective Clothing	Rate – US\$.
Up to 50 tonnes	10	Breathing Gear.	50
51 to 100 tonnes	20	Hazardous Environment Suit	100
101 to 200 tonnes	30		
Over 200 tonnes	50	Diving Equipment	
		Decompression Chamber,	
		2 man, including compressor	500
		4 man, including compressor	700
		Hot Water Diving Assembly	250
		Underwater Magnets	20
		Underwater Drill	20
		Shallow Water Dive Spread	225
Distribution Boards			
Up to 50 kW	60		
51 to 100 kW	125		
101 to 300 kW	200		
Over 301 kW	350		

- (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 1.5.
- (d) Compensation for any portable salvage equipment lost or destroyed during the services shall be paid provided that the total of such compensation and the daily tariff rate (before bonus) in respect of that item do not exceed the actual cost of replacing the item at the Contractors' base with the most similar equivalent new item multiplied by 1.5.
- (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:

- (a) 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.
- (b) 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.
- (c) 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 sub-clause 5(iv) of the SCOPIC clause.