

RATE SCHEDULE NO. 6 – E

TIDEWATER BARGE LINES, INC.

RATE SCHEDULE NO. 6-E

**NAMING
RATES AND CONDITIONS
FOR
DOCKING AND UNDOCKING SHIPS
AND
HOURLY RATES FOR TUGS USED IN TOWING
OR ASSISTING SHIPS
ON
THE COLUMBIA AND WILLAMETTE RIVERS**

SHIP ASSIST SCHEDULE

**RULES AND REGULATIONS OUTLINED HEREIN WILL APPLY UNLESS SUPERSEDED BY
CUSTOMER SPECIFIC CONTRACTS OR TARIFFS CONTAINING EXCEPTIONS TO ITEMS IN THIS TARIFF.**

Refer to last page for explanation of abbreviations and reference marks not explained on this page.

ISSUED: May 15, 2009

EFFECTIVE: June 1, 2009

**ISSUED BY:
Dennis McVicker, President
P.O. Box 1210
Vancouver, WA 98666-1210**

RATE SCHEDULE NO. 6 – E

Tidewater Barge Lines, Inc.

CALL or FAX

TEL# (360) 693–1491 – FAX# (360) 694–8981

for additional copies of this Publication.

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CHECK SHEET

All of the pages contained in this Schedule are listed consecutively. REV# indicates revision number. COR# indicates correction number. The pages of this Tariff, and the supplements to this Tariff, listed on this page bear used dates, which are the same as, or are prior to, the issued dated of this page. "0" in the REV# and COR# indicate an original page.

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EFFECTIVE SUPPLEMENTS

NONE

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CORRECTION NUMBER SHEET FOR SCHEDULE

(This "Correction Number" Sheet is published for informational purposes ONLY)

Upon receipt of revised or new pages, a check mark must be placed opposite the "CORRECTION NUMBER" (shown below), corresponding to the "CORRECTION NO." shown on each Schedule Page. If Correction Numbers are properly checked as received, the check marks will appear in consecutive order with no omissions; however, if check marks indicate that a Schedule Page has NOT been received, request should be made at once for a copy of same.

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Tidewater Barge Lines, Inc.

SECTION 1 – RULES AND REGULATIONS

ITEM

APPLICATION OF RATES, GENERAL

When service is ordered or is accepted it is understood that the vessel, its owners and operators agree to all the rates, conditions and rules provided in this schedule. Tidewater Barge Lines' objective is to have boats and personnel available at all times to cover your requirements. However, experience has shown that on occasion demands outstrip supply. As a result, although we will do our best, we cannot guarantee that we can meet your requirements 100% of the time.

10

APPLICATION OF FUEL SURCHARGE

Tidewater Barge Lines, Inc., will assess a fuel surcharge to compensate for any increased cost above 90 cents per gallon. For every increment of 5 cents that fuel is over the 90 cent base, a 1% surcharge per 5 cent increment will be added to the invoice.

20

APPLICATION OF RATES ON SATURDAYS, SUNDAYS OR HOLIDAYS

Regular rates otherwise provided in this schedule shall apply for work performed on Saturdays, Sundays or holidays and no premium rates will be assessed.

30

DELAY OF TUGS

After the first hour of delay, or first hour on the job, charges will be assessed at the hourly rates as set forth in Item 300.

40

FRACTIONS OF HOURS – DISPOSITION OF

Except as may be otherwise specifically provided in applying the hourly rates published in this schedule, fractions of hours will be disposed of as follows:

50

MINUTES		
OVER	NOT OVER	CHARGE IN HOURS
0	30	½
30	60	1

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Tidewater Barge Lines, Inc.

SECTION 1 – RULES AND REGULATIONS

ITEM

INDEMNITY

All claims, demands, causes of action, liabilities and costs (including attorneys' fees) exceeding \$100,000 that are attributable to the acts or omissions (whether negligent or otherwise) of Tidewater, the tugs, their owners, charterers, operators, managers and agents, or to a tug's unseaworthiness and which arise out of, or relate to a single occurrence, or connected series of occurrences, in connection with any service rendered by Tidewater pursuant to this schedule shall be subject to the following indemnity: Customer agrees to indemnify, defend and hold harmless Tidewater, the tugs, their owners, charterers, operators, managers and agents from all claims, demands, causes of action, liabilities and costs (including attorneys' fees) of every type and character, whether in rem or in personam, which are asserted against them by any person (including, without limitation, Customer's employees) for personal injury, illness or death, or for loss or damage to property of any kind or type as well as oil pollution or the spill of any hazardous substance. The parties intend for this indemnity to apply to all incidents of whatsoever nature.

60

LIMITATION OF LIABILITY

The furnishing of any service or anything done in connection therewith shall not be construed to be or give rise to a personal contract, and it is understood and agreed that those furnishing the tugs or service, the tugs, their owners, charterers, operators, managers and agents, shall have the benefit of all exceptions from, and limitations of, liability to which an owner of a vessel is entitled under the limitations of liability statutes of the United States, including, but not limited to, limitation or immunity from liability under the Oil Pollution Act of 1990 ("OPA 90") and any applicable state law. In no event shall either Tidewater, Customer, the tugs, or their owners, charterers, operators, managers and agents, be liable for any incidental or consequential damages of any nature whatsoever. Unless entitled to immunity as a responder or otherwise under OPA 90 or applicable state laws and subject to defenses to, exemptions from and limitations of liability provided herein, Tidewater, the tugs, their owners, charterers, operators, managers and agents shall be liable, to the extent required by law, up to and including the first \$100,000 for all claims, demands, causes of action, liabilities and costs (including attorneys' fees) arising out of or related to a single occurrence, or connected series of occurrences, in connection with any service rendered by Tidewater pursuant to this schedule. Customer understands and agrees that the Rates assume the limitation of liability afforded by this Limitation of Liability Clause and that this Clause shall not be limited, restricted or, in any way, affected by the amount of insurance carried by Customer.

70

ORDER CANCELLATION

The charge for canceled work will be that applicable for the work ordered to be performed if the tug has departed in response to an order or the crew has reported for the job.

80

RESPONSIBILITY

Rates herein for towage and assistance require that vessels be in charge of the master thereof or a regular licensed pilot employed by the vessel, its owners or operators, which master or pilot shall give all orders to the towboats supplied. In consideration of the hiring of the tugs of Tidewater Barge Lines, Inc. or tugs chartered or hired by them, for rates herein fixed, or other sums established by custom or contract, to be paid for services of a tug or tugs owned and/or employed by Tidewater Barge Lines, Inc., it is expressly understood and agreed that all towing, moving, shifting, docking, undocking, or other handling of a vessel or craft of any character by such tugs, anywhere for said rates, or other sums established by custom or contract, shall be done only pursuant to the terms and conditions of this schedule. The masters and crews of all such tugs shall, in the performance of such service or services be and become the servants of said vessel, or craft, towed or handled in any way whatsoever. Neither the tug nor tugs used in the service, nor the owner, charterer, or hirer thereof, shall be liable for any loss or damage of any nature whatsoever arising out of or occurring while such service is being rendered, or incident thereto, so long as said tug or tugs follow and carry out properly and in a timely fashion the orders and directions of the master or pilot of the vessel or craft to which service is being rendered, and the vessel or craft to which service is being rendered, its owners, charterers, or operators, shall indemnify said tug or tugs, their owner, charterer or hirer, with respect to any and all damage sustained by said tug or tugs while following and carrying out the orders and directions of the master or pilot of the vessel or craft as aforesaid, and shall hold harmless said tug or tugs, their owner, charterer, or hirer, from any and all claims, demands, actions, suits or sums paid on account of any damages sustained by third parties (including but not limited to personal injury or loss of life of any person) as well as personal injury or loss of life of any member of the crew of said tug or tugs.

90

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Tidewater Barge Lines, Inc.

SECTION 1 – RULES AND REGULATIONS

ITEM

UNITED STATES UNIFORM SHIP ASSISTANCE PROVISIONS

100

GENERAL

All tug services furnished in towing, moving, shifting, docking, undocking, and other handling of a self-propelled vessel, or a vessel being launched, whether or not such vessel has available for use or is making use of her own propelling power, are furnished upon the express understanding, agreement and condition that such services are furnished at the risk of such vessel, and her owner, and that the masters and crews of all tugs furnished become the servants of the vessel to which such services are furnished, and her owner and that neither those furnishing the tugs, nor the tugs, their owners, charterers, operators, managers, or agents shall be liable for any damage sustained by such vessel or caused by her or those assisting her, through negligence or otherwise. However, as respects damages for personal injury or loss of life of such masters or crews, the provisions of this paragraph shall not apply unless such damages shall have been caused or contributed to by the fault or negligence of the vessel to which such services are furnished.

HAWSERS

The assisted or towed vessel assumes all risk of any and all loss or damage sustained by it or by any other vessels, property or persons resulting from the parting of any hawsers or other line, by whomsoever furnished, and whether the parting was due to insufficiency, negligence, wear or other cause.

NOTICE OF DAMAGE

Notice of any alleged damage or injury suffered or caused by a vessel to which tug services are rendered hereunder must be given to this company within a reasonable time (not to exceed twenty four (24) hours) after the alleged occurrence, and if it is intended that claim be made upon this company based upon such alleged damage or injury, written notice of such intention must be given within thirty days of such occurrence. In the absence of either one or both notices provided for above no claim arising out of such occurrence shall be valid, and no suit may be maintained in respect to such claim on account of damage or injury suffered or caused by such vessel. In addition to the foregoing requirements, no such claim shall be valid and no suit may be maintained on account of any such damage or injury unless this company is given a reasonable opportunity to inspect and survey the damage for which claim is made prior to the commencement of any repairs.

WARRANTY

With respect to vessels that are not owned by the person or company ordering, or by the person or company who has contracted with the towing company for the tug service, it is understood and agreed that each such person or company warrants that it has authority to bind the vessel, and her owner, to all the provisions of those UNIFORM UNITED STATES SHIP ASSISTANCE PROVISIONS as well as to all the other provisions set forth herein, and agrees to indemnify and hold harmless those furnishing the tugs or any pilot, the tugs, their owners, agents, charterers, operators and managers, from all damages and expenses that may be sustained or incurred in the event and in consequence of such person or company not having such authority.

DISCLAIMER OF WARRANTY OF WORKMANLIKE SERVICE

Neither the tug, its owners, agents, charterers, operators nor managers, expressly or impliedly warrant that workmanlike service will be performed and such warranty is expressly excluded. The liability of the tug, its owners, agents, charterers, operators and managers is limited to such consequences and damages as said parties would be legally liable for in the absence of any warranty or workmanlike service.

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SECTION 2 – RATES FOR SPECIFIC SHIP SERVICES

ITEM

TUG ASSISTING SHIPS INTO OR OUT FORM A BERTH OR TURNING AT SPECIFIC PORTS

200

PORT	HORSEPOWER OF TUG PROVIDED	RATE IN DOLLARS PER ASSIST (Subject to Notes 3 & 4)
<u>AREA 1:</u> Portland, OR – Ross Island Bridge to Willamette River mouth	0 – 2000	\$2350.00
	2001 – 3300	\$3100.00
	3301 & above or Tractor Tug	\$3850.00
<u>AREA 2:</u> Willamette River mouth Terminal 6, or Vancouver, WA	0 – 2000	\$2350.00
	2001 – 3300	\$3100.00
	3301 & above or Tractor Tug	\$3850.00

INTRA AREA RATES: If more than one assist is rendered a vessel in moving within an AREA or PORT in one continuous movement, the second assist will be charged at one-half (1/2) the otherwise applicable rate.

INTER AREA RATES: When vessels shift from one area to another and utilize assists on departure and arrival, that second assist will be charged at three-fourths (3/4) the otherwise applicable rate.

LAUNCH SERVICE (Subject to notes 1 & 2 and a three (3) hour minimum charge): Launch service in Portland, Vancouver, Kalama, and Longview will be preformed at a charge of \$285.00 per 3-hour minimum. Launch Service in Astoria will be performed at a charge of \$425.00 per 3-hour minimum.

RUNNING OR LETTING GO LINES (Subject to note 2)

By ASSIST TUG \$420.00 additional flat charge.

By LINE TUG \$475.00 per hour, subject to a three (3) hour minimum charge.

SHIP SHIFTING: Ships shifting alongside one pier, less than one ship length, or onto a drydock from an attached finger pier, or from one pier directly across to another pier, within the same slipway, will be charged at one ship assist rate.

STERN ANCHOR: When vessels require a Stern Anchor System, an additional charge of \$4,400.00 will be assessed. Placement of the stern anchor below Kelly Point will be charged at the \$4,400.00 rate and Boat Time at the hourly rate.

NOTE 1: When two or more launches are being done at the same time with the same launch vessel, the charge will be divided between the parties, subject to a one (1) hour minimum charge.

NOTE 2: The hourly rate for a tug starts at the time and place the tug departs for the location of the job and continues until it returns to the approximate point of departure, unless it leaves to engage in another job.

NOTE 3: Rates made subject hereto include a maximum time of one (1) hour on the job. All time in excess thereof will be charged at the Hourly Boat Rates named in Item 300.

NOTE 4: Except as otherwise provided, the rates in this item apply for normal assists. When a vessel is in distress and needs assistance, the Hourly Rates or Minimum Charge in Item 300 will be assessed in addition to the rates named herein.

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SECTION 2 – RATES FOR SPECIFIC SHIP SERVICES

ITEM

TUG ASSISTING SHIPS INTO OR OUT FORM A BERTH OR TURNING AT SPECIFIC PORTS

220

PORT	HORSEPOWER OF TUG PROVIDED	RATE IN DOLLARS PER ASSIST (Subject to Notes 3 & 4)
Kalama, WA	Regular Tug	\$2,800.00
	HP 2001-Tractor Tug	\$4,100.00
Longview, WA	Regular Tug	\$2,400.00
	HP 2001-3300	\$3,200.00
	Tractor Tug	\$4,100.00

INTRA AREA RATES: If more than one assist is rendered a vessel in moving within an AREA or PORT in one continuous movement, the second assist will be charged at one-half (1/2) the otherwise applicable rate.

INTER AREA RATES: When vessels shift from one area to another and utilize assists on departure and arrival, that second assist will be charged at three-fourths (3/4) the otherwise applicable rate.

LAUNCH SERVICE (Subject to notes 1 & 2 and a three (3) hour minimum charge): Launch service in Portland, Vancouver, Kalama, and Longview will be preformed at a charge of \$285.00 per 3-hour minimum. Launch Service in Astoria will be performed at a charge of \$475.00 per 3-hour minimum.

RUNNING OR LETTING GO LINES (Subject to note 2)

By ASSIST TUG \$420.00 additional flat charge.

By LINE TUG \$475.00 per hour, subject to a three (3) hour minimum charge.

SHIP SHIFTING: Ships shifting alongside one pier, less than one ship length, or onto a drydock from an attached finger pier, or from one pier directly across to another pier, within the same slipway, will be charged at one ship assist rate.

STERN ANCHOR: When vessels require a Stern Anchor System, an additional charge of \$4,400.00 will be assessed. Placement of the stern anchor below Kelly Point will be charged at the \$4,400.00 rate and Boat Time at the hourly rate.

NOTE 1: When two or more launches are being done at the same time with the same launch vessel, the charge will be divided between the parties, subject to a one (1) hour minimum charge.

NOTE 2: The hourly rate for a tug starts at the time and place the tug departs for the location of the job and continues until it returns to the approximate point of departure, unless it leaves to engage in another job.

NOTE 3: Rates made subject hereto include a maximum time of one (1) hour on the job. All time in excess thereof will be charged at the Hourly Boat Rates named in Item 300.

NOTE 4: Except as otherwise provided, the rates in this item apply for normal assists. When a vessel is in distress and needs assistance, the Hourly Rates or Minimum Charge in Item 300 will be assessed in addition to the rates named herein.

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SECTION 2 – RATES FOR SPECIFIC SHIP SERVICES

ITEM

STAND-BY RATES

When a tug is required to stand by an anchored vessel, the rate for the first five (5) hours or less will be the applicable hourly rate for HP or Tractor Tug, subject to a one (1) hour minimum charge. If a tug is required to stand by for more than five (5) hours, the hourly stand-by rate will be 80% of the applicable hourly rate.

NOTE 1: The hourly rate for a tug starts at the time and place the tug departs for the location of the job and continues until it returns to the approximate point of departure, unless it leaves to engage in another job.

NOTE 2: Tidewater Barge Lines, Inc. reserves the right to substitute tugs of higher horsepower, at no additional charge, when tugs of lesser horsepower are ordered and unavailable.

275

HOURLY BOAT RATES

Rates in this item apply for Tug Boats used in servicing ships, except that rates herein will NOT apply where specific rates are otherwise provided in Items 200, 220, and 275.

NOTE 1: The hourly rate for a tug starts at the time and place the tug departs for the location of the job and continues until it returns to the approximate point of departure, unless it leaves to engage in another job.

NOTE 2: Tidewater Barge Lines, Inc. reserves the right to substitute tugs of higher horsepower, at no additional charge, when tugs of lesser horsepower are ordered and unavailable.

300

HORSEPOWER OF TUG BOAT (See Item 50)		RATES IN DOLLARS PER HOUR PER TUG	MINIMUM CHARGE
OVER	NOT OVER		
0	2000	\$680.00	4 HOURS
2001	3300	\$780.00	
3301 and Above or Tractor Tug		\$980.00	

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SECTION 3

EXPLANATION of ABBREVIATIONS USED in THIS SCHEDULE

Co.Company	No.North/Number or Numbers
Cont.Continued	OROregon
d/b/aDoing business as	So.South
e.g.For Example	S.E.Southeast
Etc.Et Cetera	TBLTidewater Barge Lines, Inc.

H.P.Horsepower	Vs.Versus
Inc.Incorporated	WAWashington
Incl.Inclusive/Including	Wt.Weight
Min.Minimum	

EXPLANATION of REFERENCE MARKS USED in THIS SCHEDULE

&And	▲Chang resulting in neither increase nor reduction
◆Reduction	●No Increase
◆Increase	■Page without substantive change
§Addition	⊗Same Effective Date as Original Title Page
⊗Same Issued Date as Original Title Page	>Greater Than
<Less Than	>=Greater Than or Equal to
<=Less Than or Equal to	

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