

**Agreement No.****BRIEF****1. Introduction**

This Brief is to be read in conjunction with the Memorandum of Agreement, General Conditions of Employment for a Feasibility Assignment, Special Conditions of Employment and Schedule of Fees. For the avoidance of doubt but without prejudice to Clause 7 of the General Conditions of Employment, the performance of the Services specified herein shall be subject to Clause 22 of the General Conditions of Employment.

**2. Description of the Project**

*Describe the Project of which this Assignment forms a part. Include relevant historical and general background and any significant events, milestones, policy decisions and other background that may have a bearing on the Assignment.*

**3. Objectives of the Assignment**

*This should follow logically on from section 2 and shall list what is to be achieved upon satisfactory completion of the Assignment.*

**4. Description of the Assignment**

*Describe the Assignment in complete detail. Make reference not only to what is included but also what is not included. This is particularly relevant where the scope of the Assignment is different from the scope of the Project described in section 2. Describe any interfaces between the Assignment and any other parts of the Project or other projects. Be as specific as possible.*

**5. Deliverables**

*Specify everything that is to be produced by the Consultants as part of the Assignment. For example, draft reports, final reports, working papers, programmes, estimates, progress and financial reports, design and other calculations, design certificates, minutes of meetings, drawings, plans, maps and models. Also specify the need to produce documents for the purposes of compliance with statutory procedures, government procedures and consultative procedures.*

*Specify the numbers of each item to be delivered, the scales for drawings, timing and frequency of delivery and any special requirements for production and method and form of presentation and storage.*

*Specify the need for the Consultants to draw to the Employer's attention any Deliverables that are under licence and any pre-existing copyright or patent on any Deliverables and any other restriction whatsoever affecting the Employer's use of the same and, if required by the Director's Representative, to establish the existence of any licence, copyright, patent or restriction.*

**6. Services to be provided by the Consultants**

- 6.1 *Describe all the activities and procedures the Consultants are required to carry out in producing the Deliverables described in section 5. The following sample clauses provide an indication of the sort of activities and procedures that may be required for a Feasibility Assignment. However, for each particular assignment the wording of the clauses shall be expanded and, where necessary, further clauses shall be added, to describe exactly and in as much detail as possible what is required. If the Consultants are to carry out any detailed design work or to prepare or manage any substantial investigation, works or supply contracts as part of the Assignment,*

then appropriate clauses relating to such services must be included in the Brief. Guidance on appropriate clauses can be found in the typical formats of Brief for Investigation and for Design & Construction Assignments.

- (a) Carry out or have carried out all necessary surveys, levels and soundings and make such investigations and inquiries as are necessary for the satisfactory completion of the Assignment. These shall include but shall not necessarily be limited to *[insert specific details of known requirements, if any]*.
- (b) Prepare and submit a report to the Director's Representative on the results, findings and conclusions of the surveys, levels, soundings, investigations and inquiries carried out under clause (a).
- (c) Direct and control the making or carrying out of boring tests, trial pits, test piles, models, soil investigations and other special investigations, prepare drawings specifications and documents and call for or assist the Employer in calling for tenders or otherwise placing orders for carrying out these works. These works shall include but shall not necessarily be limited to *(insert specific details of known requirements, if any)*. *(Note, the Schedule of Fees provides for reimbursement of the Consultants in respect of these works)*.
- (d) Identify *[insert the number required]* alternative options for *[describe relevant aspect or part of the Assignment for which options are required]*.
- (e) Draw to the attention of the Director's Representative the need to consider any legal implications and consequences arising out of or in relation to the Assignment and the alternative options.
- (f) Identify any resumption, clearance and reprovisioning works that may be required and liaise with relevant bodies and assist with negotiations for the resumption, clearance and reprovisioning works.
- (g) Identify all facilities, installations and existing rights that may be affected by the Assignment and alternative options.
- (h) Prepare necessary land requirement plans showing the extent of land requirements for the Assignment and alternative options.
- (i) Prepare an outline environmental impact assessment for the Assignment and alternative options.
- (j) Prepare an outline landscaping assessment for the Assignment and alternative options.
- (k) Prepare an order of cost of the Assignment and the alternative options, including the cost of reprovisioning and compensation.
- (l) Advise the Director's Representative on the feasibility and practicability of the Assignment and alternative options.
- (m) Consider in detail the economic, financial, technical, environmental, legal and social implications of the Assignment and alternative options and recommend to the Director's Representative an order of preference for the alternative options.
- (n) Determine the extent of further ground investigations and surveys and further studies required to implement the recommended options.
- (o) Identify whether the Design and Build type of contract is suitable for the implementation of the works of any part or the whole of the Assignment.
- (p) Carry out Road Safety Audit for the Project in accordance with the requirements stipulated in the Transport Planning and Design Manual unless otherwise agreed by the Director's Representative. *[insert if the Project is new public road project or project with road construction carried out by government departments, where appropriate.]*

- 6.2 *Specify the method of reporting and the day-to-day administration of the Assignment. Highlight the timing of meetings and the need for progress reporting.*
- 6.3 *Identify the documents the Consultants must take cognizance of during the Assignment and highlight very important documents.*
- 6.4 *Identify other studies, projects or interface issues which the Consultants must take cognizance of during the Assignment.*
- 6.5 *Identify the bodies, departments, organisations, public utilities and persons with which the Consultants must consult, liaise and coordinate. Indicate the role or purpose of the consultation, liaison or coordination. Refer to the requirements of Clause 19 of the General Conditions of Employment.*
- 6.6 *Draw to the Consultants' attention any specific regulations or ordinances which the Consultants must take account of in providing the Services.*
- 6.7 *Specify any need for the Consultants to advise on the formulation and application of criteria for the identification, assessment, evaluation and adoption of options.*

**6.8 The Consultants shall take cognizance of and comply with relevant requirements of technical circulars and documents issued by the Government bureaux and departments including but not limited to the following:**

- (a) EACSB Handbook and other relevant EACSB circulars and circular memoranda;**
- (b) General/Technical circulars and other relevant circular memoranda issued by the Development Bureau;**
- (c) .....**

**6.9 The Consultants agree that the management and reporting of the Consultants' Performance under this Agreement shall be subject to the reporting and management mechanism set out in Development Bureau Technical Circular (Works) Nos. 3/2016 and 5/2018 or its latest revision or replacement.**

**6.10 Except to the extent otherwise provided for in this Agreement, the Consultants should be responsible for the cost of all computing facilities required by them for fulfilling the obligations under this Agreement. These computer facilities shall include but not limited to:**

- (a) office automation facilities commonly used by secretarial, clerical, administrative, technical or professional staff for the office functions;**
- (b) technical computing facilities used by professional and technical staff for computer-aided drafting, computer-aided design and geographical information systems, or other professional systems (such as, but not limited to, Electronic Document Management System, Building Information Modelling, Project Management System) as the case may be; and**
- (c) IT training for staff employed by the Consultants.**

**7. Response to Queries**

The Consultants shall respond to queries under Clause 20 of the General Conditions of Employment raised prior to a date 3 months after the final submission of the Deliverables required under the Agreement. Such date shall be confirmed in writing to the Consultants by the Director's Representative.

**8. Programme of Implementation**

- 8.1 *Specify the due date for commencement of the Agreement referred to in Clause 2 of the Schedule of Fees. The following clause is mandatory.*

**The due date for commencement of the Agreement is [must be filled in to facilitate pricing by the tenderers pursuant to SoF Clause 2].**

8.2 *In order to enable consultants to properly estimate a Lump Sum for inclusion in their fee proposal, and to make the submissions comparable, it is necessary that key dates are identified in the Brief to the consultants. The key dates should be those dates the alteration of which will cause large changes in the consultants' resources input. Although precise information of the key dates may not be available to the writer of the Brief, he shall nevertheless insert the key dates based on his best estimation of events. After award of the Assignment, the key dates may be changed, upon proposal from the Consultants and agreement by the Director's Representative pursuant to Clause 26(A) of the General Conditions of Employment. It is also possible that these key dates may have to be altered during the course of the Assignment as things develop which may, or may not, depending on the circumstances, result in the need to negotiate with the Consultants for additional fees.*

*Specify the required time table for the various phases of the Assignment, giving key dates and targets. Describe what is required in the Programme under Clause 26 of the General Conditions of Employment. The period specified for the submission of and response to the draft programme should be kept as short as practicable. The following sample Clause, amended to suit the Assignment, shall be included:*

Pursuant to Clause 26(B) of the general Conditions of Employment, the Consultants shall submit the draft programme and revised draft programmes and the Directors Representative shall agree, or instruct, within the following periods:

Submission of the draft programme : Within 4 weeks of the ~~due~~ date for commencement of the Agreement

Agreement of the draft programme : Within 4 weeks from receipt of the draft programme or instruction for submission of the revised draft programme

Submission of revised draft programme : Within 2 weeks from the instruction of the Director's Representative

The draft programme and revised draft programmes shall detail the activities to be carried out, target dates for particular tasks and any decision dates that may be required for the uninterrupted progress of the Assignment. The Consultants shall discuss with the Director's representative during the above periods to agree the timing of submission of reports, other documents and plans for each of the main elements of the Assignment, for inclusion in the draft programme and revised draft programme.

8.3 The key dates referred to in clause 8.2 of this Brief shall include but not be limited to:

- (i) The date of submission of the Draft Report.
- (ii) The date of submission of the Draft Final Report.

*Where an ambiguity may arise as to the meaning of any key date included in this section, that key date should be clearly defined in the Brief to avoid ambiguity.*

## 9. Progress Reports

The Consultants shall submit to the Director's Representative progress reports at \_\_\_\_\_ intervals on all aspects of the Services relating progress to the Programme referred to in clause 8 of this Brief. The reports shall include a list of those parts of the Services the execution of which is behind the Programme, together with proposals to expedite progress, so as to complete the work on time. The reports shall also include updated expenditure forecasts in accordance with clause 10 of this Brief.

10. **Financial Management**

At \_\_\_\_\_ intervals or at such other intervals as the Director's Representative may require, the Consultants shall submit a report on the current and forecast expenditure on the Assignment and the fees due to the Consultants, in a form to be agreed by the Director's Representative.

11. **Standards and Specifications**

The Consultants shall adopt the following (*insert details*) and such other technical & design standards and specifications as are in current use by the (*insert appropriate names*) Department(s) or, if non-existent, British Standard Codes of Practice and Specifications. Should instances arise for which suitable standards or specifications do not exist or for which the current standards or specifications appear to require modification or if by the adoption of current standards the Consultants would incur additional expenses not within reasonable contemplation, the Consultants shall submit recommendations on appropriate alternatives to the Director's Representative for agreement.

12. **Director's Representative**

The Director's Representative as defined in the General Conditions of Employment shall be the \_\_\_\_\_ (*usually specify the post of a D2 officer or above but not lower than D1*) or such other person as may be authorised by the Director in writing and notified to the Consultants. The Director's Representative may delegate any of the powers and functions vested in him to other officers. If the Consultants are dissatisfied with a decision or instruction of any such officer the matter shall be referred to the Director's Representative for a ruling.

During the course of the Agreement the Consultants shall report direct to the Director's Representative.

13. **Control of the Project and Assignment**

*List the committees, conferences, boards, groups and other meetings which the Consultants shall attend, serve or report to, as required by the Director's Representative. The documents the Consultants shall produce in serving or reporting to these bodies e.g. meeting minutes and progress reports, shall be stated in section 5 - Deliverables.*

14. **Information and Facilities Provided by the Employer**

All available information relevant to the Assignment will be provided to the Consultants. Relevant documents including reports, drawings and other background materials are listed in Appendix \_\_\_\_\_ to this Brief. The Consultants shall indicate for guidance those documents which they currently hold and those of which a copy may be needed, should the Assignment be awarded to them. A copy of each of the documents indicated as needed will be supplied free of charge by the Director's Representative on request from the Consultants, except those currently available from the Sales section of the Information Services Department. In the case of plans and drawings, one transparency and two prints of each plan or drawing shall be provided free of charge if requested by the Consultants.

15. **Consultants' Office and Staffing**

15.1 The Consultants shall maintain for the duration of this Agreement an office in Hong Kong under the control of the Project Director of the Consultants who shall be responsible for the Project. He shall have adequate authority and sufficient professional, technical and administrative support staff in all relevant disciplines to ensure progress to the satisfaction of the Director's Representative.

15.2 **The Consultants shall provide the staff and manpower input in accordance with the Technical Proposal which was submitted with the Consultants' tender for this Assignment, or the quarterly manpower input**

updates as stated in sub-clause 6 below if available. The Director's Representative shall have the right to check the time-log record of the Consultants' staff deployed for the Assignment.

- 15.3 If the Director's Representative considers that the performance of the Consultants is not satisfactory due to inadequate staffing and manpower input allocated to the Assignment, the Consultants shall, upon the request of the Director's Representative, forthwith submit to the Director's Representative the time-log record of the staff deployed for the Assignment for the Director's Representative to check against the Technical Proposal, or the quarterly manpower input updates as stated in sub-clause 6 below if available.
- 15.4 The Consultants' failure to adhere to their staffing proposal, in particular the employment of core personnel of the Consultants and their sub-consultants, thus causing an adverse impact on the performance of the Services, shall be duly reflected in the Employer's performance report on the Consultants.
- 15.5 If the Consultants are unable to maintain any of the core personnel specified in the Technical Proposal, the Consultants shall as soon as possible report this to the Director's Representative and propose, for the Director's Representative's approval, a revised personnel arrangement which is equivalent to or better than the existing personnel arrangement, in terms of qualifications, experience and competence.
- 15.6 The Consultants shall follow the relevant requirements stipulated in Development Bureau Technical Circular (Works) No. 5/2018 or its latest revision or replacement and submit to the Director's Representative quarterly updates on the manpower input deployed and/or to be deployed by the Consultants under the Assignment for checking and monitoring with the use of Public Works Consultants Resources Allocation Register (PWCRAR) in accordance with the relevant mechanism mentioned in the same technical circular. The Consultants shall provide clarifications on the manpower input to the Director's Representative upon request.
- 15.7 The Consultants agree that the quarterly updates as mentioned in sub-clause 6 above would be inputted into the PWCRAR for purposes as mentioned in the personal information collection statement to be sent to the Consultants with the templates for the quarterly updates, which shall include but not limited to the following:
- (a) activities relating to the management of the status of the Consultant under the List of Consultants (the List) under the purview of the Engineering and Associated Consultants Selection Board (EACSB) of the Government, including any regulating actions against the Consultant such as downgrading, suspension or removal from the List;
  - (b) activities relating to the award of consultancies including but not limited to the assessment of the Consultant's tenders for consultancies;
  - (c) activities relating to management of consultancies including but not limited to the monitoring of manpower resources provided and the assessment of Consultant's performance; and
  - (d) compilation of statistical report and diagnosis of problems with or concerning PWCRAR or the management of consultants to help the Government to improve.

## 16. Specialist and Sub-consultant Services

- 16.1 The Consultants shall provide all specialist and sub-consultant services required for the satisfactory completion of the Assignment. No additional fees or expenses for the provision of such services rendered locally or overseas shall be payable by the Employer except as otherwise provided for in the Schedule of Fees.
- 16.2 Without derogating from the generality of clause 38(i) of the General Conditions of Employment, the Consultants shall, upon the award of this Agreement and save as otherwise agreed by the Director's Representative, appoint the sub-consultants as proposed in their Technical Proposal for the Assignment. The Director's Representative shall have the right to check the sub-consultancy agreements. If the Director's Representative considers that the performance of the Consultants is not satisfactory due to inadequate staffing and manpower input allocated to the Assignment, the Consultants shall, upon the request of the Director's Representative, forthwith submit to the Director's Representative a certified copy of any or all of the sub-consultancy agreements.

## 17. Surveys

- 17.1 Two prints of topographical mapping at 1:1000, 1:5000 and 1:20000 scales prepared by the Survey and Mapping Office of the Lands Department, where available for the area covered by the Project of which the Assignment forms a part, can be obtained free of charge on application to the Director's Representative.
- 17.2 The Consultants may apply for the supply of the series of Digital Map products from Lands Department for the exclusive use of this Assignment free of charge. Applications should be made to the Director's Representative by completing and submitting the form "Undertakings by Consultant/Contractor on the Use of Digital Map from Land Information Centre" (SMF-0096) together with a list of the Digital Map product required. The Consultants are required to provide the storage media for the supply of the Digital Map product files unless Lands Department advises the otherwise.
- 17.3 All the mapping information provided shall be for the exclusive use of this Assignment. In using the Digital Map products supplied by Lands Department, the Consultant shall abide by the terms and conditions as stipulated in the undertaking form. Upon completion of the Assignment, the Consultant shall destroy immediately the supplied Digital Map products and confirm the destruction to Lands Department by completing and returning the form "Confirmation by Government's Consultant/Contractor on the Cessation of the Use of Digital Map from Land Information Centre" (SMF-0097) to the Director's Representative within two weeks upon completion of the Assignment.
- 17.4 All the lot boundary information provided is for identification of approximate location of lot only and is subject to amendments by the Lands Department without prior notice. The Consultants shall refer to the District Survey Offices of the Lands Department for the most up-to-date lot boundary information.
- 17.5 The Consultants shall be responsible for verifying the accuracy and, where necessary, updating all survey and mapping information provided. Unless otherwise provided for in the Assignment, all field survey work required for the proper execution of the Assignment shall be the duty of the Consultants in accordance with \_\_\_\_ (*list any special requirements*). A copy of field notes, field data and resultant plans arising from these surveys shall be handed over to the Director's Representative in hardcopy (paper, transparency and/ or microfilms) and MicroStation (DGN) file format upon completion of the Assignment. The accuracy as well as presentation of these surveys shall be of a standard agreed by the Director's Representative. After the Director's Representation has accepted the survey results, the Consultants shall forward a set of as-built survey plans in hardcopy and softcopy to the Land Information Centre of the Survey and Mapping Office of the Lands Department.
- 17.6 The Consultant shall be responsible for submitting drawing computer files which shall be delivered on compact disc in MicroStation (DGN) file format unless otherwise specified by the Director's Representative. The survey drawings shall be in compliance with the CAD Standard for Works Project (CSWP) version 1.03.00 (or later versions as agreed by the Director's Representative) as posted on the Development Bureau's web-site and the Drafting Specification for Engineering Survey Rev 2.0 (or later versions as agreed by the Director's Representative) as posted on Civil Engineering and Development Department's web-site.
- 17.7 Appendix \_\_\_\_ specifies the division of responsibility for other surveying between the Consultants, the Lands Administration Office and Survey and Mapping Office as well as the relevant sub-offices at district level of the Lands Department. (*See Appendix A*)

18. **Insurance**

**The amount of insurance cover to be maintained in accordance with Clause SCE xx (*the one set out in Appendix 4.17*) of the Special Conditions of Employment shall be HONG KONG Dollars \_\_\_\_\_. (*Please follow the procedures for the procurement of Professional Indemnity Insurance and the methodology for determining the amount of insurance cover given in DEVB TCW No. 9/2007 and state the assessed amount of the insurance cover in terms of the lump sum fee, subject to minimum and maximum values, as appropriate.*)**

**AGREEMENT NO.**

**Responsibility for Survey Work**

The division of responsibility among the Consultants, the Lands Administration Office, and the Survey and Mapping Office of the Lands Department for surveying required in connection with the Assignment shall be as follows :-

<u>Task</u>	<u>Responsibility of</u>
(1) (a) Provision of basic horizontal and vertical survey control	Survey and Mapping Office (Consultants to download from <a href="http://www.geodetic.gov.hk">www.geodetic.gov.hk</a> )
(b) Checking of given control point values and establishment of survey control net-work(s) based on survey control given vide (a)	Consultants
(2) (a) Provision of topographic map (at 1:1000 or other standard scales relevant to the Assignment)	Survey and Mapping Office (excluding those specified as to be provided by the Consultants in the Assignment)
(b) Provision of available Digital Map products relevant to the Assignment	Land Information Centre, Survey and Mapping Office
(c) Updating and verification of accuracy of information supplied vide (a) and (b) as necessary in relation to the Assignment	Consultants
(d) Carrying out detailed surveys for site investigation and for preparation of design and contract documents as necessary in relation to the Assignment	Consultants
(3) Supply of existing cadastral plans and records and co-ordinate data	District Survey Office
(4) Computation of detailed dimensioned layouts of roads, drainage and waterworks reserves, platforms, etc.	Consultants (checked and accepted by District Survey Office)
(5) Determination of site/lot boundaries, calculation of areas, etc. in connection with the agreed dimensioned layouts	District Survey Office (in liaison with District Lands Office)
(6) (a) Processing of resumption and surrender for privately owned land in Development Area	District Lands Office (in liaison with District Survey Office and Consultants)
(b) Resumption and surrender plans and demarcation of lands to be resumed	District Survey Office (in liaison with District Lands Office and Consultants)



<u>Task</u>		<u>Responsibility of</u>
(7)	(a) Setting-out of roads, drainage works, formation areas, etc.	Contractors (checked and accepted by Consultants, usually by resident site staff under their supervision.)
	(b) Initial site survey, and interim and final payment surveys	Consultants, usually by resident site staff under their supervision (joint survey with contractors or agreed survey with contractors)
(8)	Preparation of proposal plans for Government land allocations and other land grants relevant to the Assignment	District Survey Office (in liaison with District Lands Office)
(9)	Preparation of dimensioned plans and setting out of boundaries of sites and lots for Government land allocation and other land grants relevant to the Assignment	District Survey Office
(10)	As-built surveys (including records of positions and levels on all underground pipelines, etc.)	Consultants, usually by resident site staff under their supervision
(11)	Supply a set of as-built survey plans in both hardcopy and softcopy to the Land Information Centre of the Survey and Mapping Office of the Lands Department	Consultants, usually by resident site staff under their supervision