

Agreement No.BRIEF

[Clauses for QSSP at Annex A should be incorporated.]

1. Introduction

This Brief is to be read in conjunction with the Memorandum of Agreement, the General Conditions of Employment for a Design and Construction Assignment, Special Conditions of Employment, Schedule of Fees and Schedule of Resident Site Staff standards and duties. 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, 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 Review Phase

- 6.1.1 *Specify whether the Consultants are to carry out a review of the work or report of an Investigation consultant and define clearly the desired scope of the review. A suggested clause is -*

Review the work carried out by the consultant for the investigation stage of the Project and the findings, conclusions and recommendations of the final report of the investigation stage (*identify clearly which consultancy and which report is to be the subject of the review*). The review shall focus on the following aspects (*specify exactly the scope of the review, including the extent of checking of any factual information such as soil surveys, materials tests or other surveys or factual investigations*).

6.2 Design Phase

- 6.2.1 *Describe all the activities and procedures the Consultants are required to carry out during the Design phase 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. 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.*

- (a) Prepare a Design Memorandum which shall set out the standards governing the design of the works.
- (b) Prepare detailed designs, specifications for works, drawings, dimensions, sections, plans with such design data, calculations and other information as may be required for the purpose of or in connection with the Assignment.
- (c) Co-operate with the makers or suppliers of plant, if any, and take all necessary steps to obtain from them all details necessary for the timely completion of the Assignment.
- (d) Liaise with relevant bodies and assist with negotiations for any reprovisioning works that may be required.
- (e) Identify all facilities and installations affected by the Assignment.
- (f) Prepare necessary land requirement plans showing the extent of land resumption for construction of works, borrow areas and dumping areas.
- (g) Prepare all necessary documents for the Advisory Committee on the Appearance of Bridges and Associated Structures (ACABAS) submissions.
- (h) Determine the extent of further ground investigations and surveys and further studies required to carry out the detailed design of the Assignment.
- (i) Prepare all necessary documentation and reports on ground investigation and survey data together with interpretation of results.
- (j) Prepare detailed designs for environmental mitigation measures.
- (k) Prepare detailed landscape designs.
- (l) Prepare estimates of the cost of the Assignment (*Specify the level of detail wanted and the requirements for updating*).
- (m) Prepare papers and briefing notes which will be required to consult and obtain the views of representatives of community groups and District Board members.
- (n) 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.]

- 6.2.2 Identify and describe any sub-phases and milestones in the Design phase.
- 6.2.3 Specify the consent from the Director's Representative on the design concept and other key design aspects for each sub-phase which the Consultants must obtain before proceeding to the next sub-phase.
- 6.2.4 Identify the documents the Consultants must take cognizance of during the Assignment.
- 6.2.5 Identify other studies or projects which the Consultants must take cognizance of during the Assignment.
- 6.2.6 Identify the bodies, departments, organisations and 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.
- 6.2.7 Identify any regulations or ordinances of which it is particularly important that the Consultants take cognizance.
- 6.2.8 The Consultant shall follow the requirements stipulated in DEVB TC(W) No. 6/2020 and the BES(E) Guidelines to perform all tasks relating to the BES(E) assessment and design review for the Assignment. The tasks include but not limited to the following: -
- (i) Conduct the assessment (if required by the Director's Representative) in accordance with Section 4 of the BES(E) Guidelines;
 - (ii) Provide all relevant information and support to the Director's Representative for conducting independent assessment under Section 4 of the BES(E) Guidelines, and design review under Section 5 of the BES(E) Guidelines;
 - (iii) Discuss with independent assessment team (if required by the Director's Representative) under Section 4.2.5 of the BES(E) Guidelines to resolve any misunderstandings and diverted views on BES(E) assessments;
 - (iv) Attend meetings invited by the Design Review Committee (if any) under Section 5.2.3 of the BES(E) Guidelines and present the detailed design and BES(E) assessment; and
 - (v) Review the detailed design and carry out design revisions to address comments of the Design Review Committee if required by the Director's Representative.

6.3 Tender Phase

- 6.3.1 Describe all the activities to be carried out and services to be provided by the Consultants to enable the Employer to invite tenders including any pre-qualification exercises if required or to otherwise place orders for the works.
- 6.3.2 Specify the requirement to adopt standard Government documents in the contract preparation and spell out the actions required from the Consultants for any departure from the standard. A standard clause is suggested as follows:-

The General Conditions of Contract shall remain unaltered. Any necessary amendments required shall be by means of Special Conditions of Contract authorised in writing by the Director's Representative.

- 6.3.3 Specify the Consultants' involvement and input required in the finalisation of land requirements for the Assignment and define the role of the Employer in the acquisition and clearance of land.
- 6.3.4 Specify the information required from the Consultants, such as estimates and programmes, to enable the Director's Representative to obtain authority to proceed with the works.
- 6.3.5 Specify the actions required from the Consultants regarding the ordering and purchasing of materials, plant, etc. necessary for the construction of the works but not supplied under the contracts for the works.
- 6.3.6 Specify the involvement of the Consultants in the calling of tenders for the works and, if applicable, in the pre-qualification process.
- 6.3.7 Specify the involvement of the Consultants in the assessment of tenders and, if applicable, in the pre-qualification process and their input in the making of tender recommendations.

6.4 Construction Phase

Describe all the activities and procedures the Consultants are required to carry out during the Construction phase. The following sample clauses provide an indication of the sort of activities and procedures that must be covered. The clauses may be suitable as shown but should if necessary be expanded and other clauses added, to describe exactly and in as much detail as possible what is required for the particular assignment.

- 6.4.1 Prepare and provide contract documents for signature and record purposes.
- 6.4.2 Carry out the duties of the Engineer under the terms of the contracts (hereinunder in clause 6.4 of this Brief called works contracts) for the construction, completion, maintenance and supply of the works (hereinunder in clause 6.4 of this Brief called contract works) which shall be deemed to include the coordinating of works carried out by public utility companies and water and other authorities, bodies or persons for or in connection with or necessitated by the Assignment.
- 6.4.3 Supervise and direct the execution of the contract works rendered under the works contracts including the appointment and control of such resident site staff as may be approved by the Director's Representative.
- 6.4.4 Prepare all further designs, drawings, schedules, estimates and related things necessary for the completion of the contract works.
- 6.4.5 Prepare progress reports and estimates of expenditure for the works contracts during the progress of the contract works, as follows (*specify requirements*).
- 6.4.6 Advise on, arrange where necessary and direct the inspection and testing of materials and plant supplied for the contract works.
- 6.4.7 Give three months' notice or as long a notice as possible up to three months to the Director's Representative of the intention to issue to a contractor a completion or taking-over certificate for the whole or part of the contract works under any works contract and upon issue of such certificate deliver to the Director's Representative such drawings, calculations and instructions as are necessary for the operation of the contract works.
- 6.4.8 After completion of the contract works under any of the works contracts and within a period to be agreed by the Director's Representative, prepare and deliver to the Director's Representative drawings showing in full detail the contract works and utilities works as actually carried out together with calculations and information necessary for the maintenance of the contract works and submit all records and accounts relating to the contract works.

6.5 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)**

6.6 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.

6.7 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. Programme of Implementation

7.1 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].

7.2 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.

7.3 The key dates referred to in clause 7.2 of this Brief shall include but not be limited to:

- (i) The date of submission of the review report, if required under clause 6.1 of this Brief;
- (ii) The dates of submission of the contract documents for tendering of the works contracts;
- (iii) The dates of return of tenders for the works contracts;
- (iv) The dates of commencement of the works contracts;
- (v) The dates of substantial completion of the works contracts;
- (vi) The dates for the finalisation of the accounts of the works contracts.

The key dates shall be determined through the Brief writer's best estimation of events, including any possible extensions of time of works contracts. 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.

8. Progress Reports

The Consultants shall submit to the Director's Representative progress reports at _____ intervals on all aspects of the Services relating to the Programme referred to in clause 7 of this Brief. The reports shall include a list of those parts of the Services the execution of which are 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 9 of this Brief.

9. 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 the forecast expenditure on the various elements of the Project and the fees due to the Consultants, in a form to be agreed by the Director's Representative.

The Consultants shall closely monitor progress and expenditure on any works contracts and be alert to the possibility of the approved contract sum being exceeded. They shall advise the Director's Representative immediately if there is any likelihood of the approved contract sum being exceeded. To ensure sufficient time to obtain the necessary authorities and make funds available, the Consultants shall give the Director's Representative at least four months notice in writing of the need to increase the approved contract sum to meet contractual payments and shall provide the supporting information, except that if the need cannot be foreseen so far ahead, then the Consultants shall give as much notice as is possible in the circumstances. The following information shall be provided:-

- (a) full details of the proposed net increase broken down into the following categories:-
 - (i) price fluctuation payment under the contract. An arithmetical derivation based on the projected percentage and the estimated final effective value of work done is required;
 - (ii) additional works and savings arising from the bills of quantities items and variation orders. Reasons shall be given for increases and decreases in the earlier estimates; and
 - (iii) claims from the contractors. These shall be the Consultants' estimates of the amounts which will be certified for payment.
- (b) an assessment of increase in consultancy fees and site staff costs if the contract period is likely to be extended or additional site staff are required; and
- (c) a revised projected monthly cash flow pattern of contract payments, consultancy fees and site costs.

10. 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 modifications 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.

11. Checking and Certification of the Design

11.1 The Consultants shall comply with the requirements in Section 3.5, Chapter 4 of the Project Administration Handbook for Civil Engineering Works (2020 Edition)) or its subsequent updates and arrange the Checking Engineer to directly submit the "Design and Check Certificate" and, where applicable, the Design Checking Report to the Director's Representative.

11.2 —The Consultants shall submit to the Director's Representative in accordance with clause 5 of this Brief, a full set of design calculations including a statement of the standards, procedures and codes of practice adopted. It

shall be accompanied by a certificate that the design calculations have been checked by another qualified ~~independent designer~~ Checking Engineer in the Consultants' employ and that the drawings are in accordance with the calculated designs. The standard form of 'Design Certificate' set out in Appendix 4.7 of EACSB Handbook shall be used for this purpose wherever applicable.

12. **Variations and Other Commitments**

12.1 The value of a variation to the contract works or other expenditure commitment for the purposes of Clause 24 of the General Conditions of Employment is \$ ~~_____~~ \$800,000.

12.2 All variations to the contract works shall be covered by a variation order in a form to be agreed by the Director's Representative, except that no variation order will be required for increase or decrease in quantities arising from remeasurement of the items in the bills of quantities.

12.3 The Director's Representative shall advise the Consultants of his approval or otherwise under Clause 24 of the General Conditions of Employment within _____ days of submission. The reasons for non-approval, which may include insufficiency of supporting information provided with the submission, will be provided to the Consultants at the same time. If, because of the need for consultation or referral elsewhere, the Director's Representative is unable to give his decision within the period stated then he shall inform the Consultants immediately and advise them of when he will give his decision. Provided that, in any case, a different period can be applied by mutual agreement.

12.4 Under sub-clause (iii) of Clause 25 of the General Conditions of Employment, the Consultants shall report all claims to the Director's Representative within _____ days of their receipt. The Director's Representative shall provide the Employer's views to the Consultants within _____ days of receipt of the Consultants' principles of assessment of a claim.

12.5 Under sub-clause (iv) of Clause 25 of the General Conditions of Employment, the Consultants shall report all delays to the Director's Representative within _____ days of the delay being identified. The Director's Representative shall provide the Employer's views to the Consultants within _____ days of receipt of the Consultants' assessment of extension of time.

13. **Resident Site Staff** [*Mandatory if it is intended to employ Resident Site Staff*]

13.1 ~~The Consultants shall provide the service in relation to the proposal, review and maintenance of RSS establishment appropriate for site supervision and contract management of works contracts arising from the Services, as well as recruitment, employment and management of RSS in accordance with Sections 3.3, 5.1 to 5.12, 6.1 to 6.7 and associated appendixes of the RSS Management Handbook and the Schedule of Resident Site Staff Standards and Duties. The establishment, duties, appointment, deployment, remuneration, conditions of employment and administration of Resident Site Staff shall be in accordance with the Special Conditions of Employment, Schedule of Fees and Schedule of Resident Site Staff standards and duties.~~

13.2 ~~Sections 3.3, 5.1 to 5.12, 6.1 to 6.7 and associated appendixes of the RSS Management Handbook shall form a part of this Brief. The terms below in the RSS Management Handbook shall have the following respective meaning in this Agreement: The Consultants shall submit to the Director's Representative for approval the proposed establishment of Resident Site Staff prior to the commencement of the recruitment process.~~

<u>Term in the RSS Management Handbook</u>	<u>Meaning in this Agreement</u>
<u>the "Consultant"</u>	<u>the "Consultants"</u>
<u>the "managing department"</u>	<u>the "Director's Representative"</u>
<u>"the consultancy agreement"</u>	<u>"this Agreement"</u>

- 13.3 ~~The Consultants shall verify the information provided by RSS, keep and submit the declarations, records and other documents as required in Clause SCE YY [Insert the clause no.] of the Special Conditions of Employment to the Director's Representative for such part of the Services in relation to recruitment, employment and management of RSS. The Consultants shall recruit RSS in an open and fair manner as far as practicable. Normally, a recruitment notice for any RSS vacancy shall be posted in two local newspapers in bilingual languages (English and Chinese), or other channel(s) agreed by the Director's Representative, for open invitation of applications. A recruitment interview shall also normally be conducted for the selection of candidates. For RSS services of a short duration or for any urgent or other special circumstances which may render open recruitment impractical or unjustifiable, the Consultants shall provide justifications and obtain prior approval from the Director's Representative. All the Consultants' staff involved in the RSS recruitment exercise must declare whether they have any actual, potential or perceived conflict of interest at the onset of the recruitment exercise or as soon as they become aware of a conflict of interest. If such circumstances have arisen during the recruitment exercise, the Consultants shall implement suitable remedial measures. For instance, the Consultants' staff having a conflict of interest declared should be abstained from further involvement in the recruitment exercise. For avoidance of doubt over an interest in conflict, where there is any potential RSS candidate from the Consultants' own organization, the employment relationship of itself would not normally be considered as an actual, potential or perceived conflict of interest.~~
- ~~13.4 For works contracts and Design and Build contracts with estimated contract sum of over \$500 million, at least one safety personnel with academic qualification and duties detailed in RSS management Handbook shall be included in the RSS establishment to act as safety advisor to the Engineer.~~
- ~~13.4 Notwithstanding Clause 13.3 and subject to the approval of the Director's Representative, the Consultants may deploy their professional graduates in assistant professional rank in RSS for the purposes of training pertinent to the acquisition of the relevant professional qualification, without embarking on the open recruitment procedure.~~
- ~~13.5 For all recruitment exercises for RSS, the Consultants shall submit to the Director's Representative ____ (Number to be inserted by the procuring department) copies of a CD diskette containing records of the entire recruitment process. The records should include, but not limited to, the recruitment information, qualification and experience required for the vacancy, selection criteria for recruitment interview and/or job offers, criteria for setting a waiting list with a validity period, interview records and assessment leading to the job offers. It should also include records of declarations of conflict of interest by all the Consultants' staff participating in the recruitment exercise, and any mitigation measures implemented in the case of conflict.~~
- ~~13.6 For the employment of the Labour Relation Officer (LRO), the Consultants shall, within 14 days of commencement of the Contract, or as the case may be, within 14 days after being notified by the Director's Representative of his disapproval of employment of any person as LRO, submit the name and particulars of the person they intend to employ as the LRO to the Director's Representative for his approval. The Consultants shall furnish further information within 7 days pertinent to the employment of such person if required by the Director's Representative. [Mandatory if LRO is included in the establishment of Resident Site Staff]~~
- ~~13.7 The Consultants shall be provided with uniform free of charge for the Resident Site Staff under the works contracts. The Consultants shall ensure that Resident Site Staff, except those who are not involved in site work, such as office based staff, or those engaged in work requiring personal protective equipment which, in the opinion of the Consultants, render the wearing of uniform unsuitable or impractical, wear the uniform in carrying out their duties of administration and site supervision of the works contracts.~~

14. **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.

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

List the committees, conferences, boards 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 eg. meeting minutes and progress reports should be stated in section 5 - Deliverables.

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

All available information relevant to the Assignment will be provided to the Consultants. Relevant documents, 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.

17. **Consultants' Office and Staffing**

17.1 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.

17.2 **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.**

17.3 **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.**

17.4 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.

17.5 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.

157.6 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 (PWCRR) 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.

157.7 The Consultants agree that the quarterly updates as mentioned in sub-clause 6 above would be inputted into the PWCRR 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.

18. Specialist and Sub-consultant Services

- 18.1 The Consultants shall provide all specialist and sub-consultant services required for the satisfactory completion of the Assignment. No additional fees or expenses for provision of such services rendered locally or overseas shall be payable by the Employer except as otherwise provided for in the Schedule of Fees.
- 18.2 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.

19. Surveys

- 19.1 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 for which the Assignment forms a part, can be obtained free of charge on application to the Director's Representative.
- 19.2 The Consultant 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 products required. The Consultant is required to provide the storage media for the supply of the Digital Map product files unless Lands Department advises the otherwise.
- 19.3 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.
- 19.4 All the lot boundary information provided is for identification of the 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.
- 19.5 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 (*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 should be of a standard agreed by the Director's Representative.
- 19.6 The Consultant shall be responsible for carrying out as-built surveys (including records of positions and levels on all underground pipelines, etc.) and submission of a set of as-built survey plans in both hardcopy and soft copy to the Director's Representative. The as-built drawings shall be submitted upon phase completion of the Project. The Consultant shall be responsible for submitting survey information which was presented in an

acceptable professional standard and in an appropriate scale specified by the Director's Representative. 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 digital format upon completion. The Consultant is responsible to rectify and re-submit the corrected set of as-built survey plans if errors were found in any survey audits by the Director's Representative. After the Director's Representative has accepted the survey results, the Consultants shall forward a set of the as-built survey plans in hardcopy and softcopy to the Land Information Centre of the Survey and Mapping Office of the Lands Department.

- 19.7 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.
- 19.8 To assure the provision of the required road inventory records for the asset management of the Highways Department, as-built surveys of those completed road(s) to be handed over to Highways Department for maintenance shall follow the engineering survey and geographical information system (GIS) requirements of as-built surveys of Highways Department.
- 19.9 The Consultants shall provide sets of as-built inventory records of completed road works in ArcGIS or other GIS format fully compatible with the Road Data Maintenance System of Highways Department and in accordance with the GIS Specifications for Engineering Surveys of Highways Department Rev. 1.0 (or later version as agreed between the Director's Representative and the Consultant/Contractor from time to time) as posted on Highways Department's web-site. A copy of the submission should also be provided to the Land Information Centre of the Survey and Mapping Office of the Lands Department.
- 19.10 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).

20. **Insurance**

The amount of insurance cover to be maintained in accordance with Clause SCExx (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 www.geodetic.gov.hk)
(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 maps (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)

<u>Task</u>		<u>Responsibility of</u>
(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)
(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 on all completed phases of the Works (including records of positions and levels on all underground pipelines, etc.)	Consultants, usually by resident site staff under their supervision.
(11)	Submission of a set of as-built survey plans in hardcopy (paper, transparency and/or microfilms) and soft copy comply with the specifications to the Department submitted upon phase completion of the Works.	Consultants, usually by resident site staff under their supervision.
(12)	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.
(13)	For as-built surveys of those completed road works to be handed over to Highways Department for maintenance, submission of a set of road inventory data in GIS format in compliance with the specifications to Highways Department. A copy of the submission should also be provided to the Land Information Centre of the Survey and Mapping Office of Lands Department.	Consultants, usually by resident site staff under their supervision.

Template with sample Clauses for incorporating the requirements of
a Quality Site Supervision Plan (QSSP) into Assignment Brief

This Annex describes the requirements of QSSP promulgated originally in SETW's memo ref. ETWB(W)925/50/01 dated 29.1.2003. The relevant paragraphs are subsumed hereunder.

To address ICAC's concerns raised in the study of ICAC's Assignment No. 92/2001 – Site Supervision of Civil Engineering Contracts, representatives of works departments agreed, during the meeting held on 5.6.2002, to require consultants to implement a QSSP for consultant-managed construction projects.

The following is a template including sample clauses to be incorporated into the Brief of a Design and Construction Assignment or a Construction Assignment requiring the consultants to prepare and implement a QSSP. As the template only spells out the outline requirements, project officers should develop their Brief based on the template but with the clauses modified as appropriate to suit the actual needs of their projects.

4. Description of the Assignment

4.1 The Review Stage is to:

....

4.2 The Design Stage is to:

....

(xx) identify the critical construction activities and structural elements in the design that warrant the formulation of special site supervision requirements for such activities and structural elements;

....

5. Deliverables

5.1 The following is a list of more specific deliverables to be submitted by the Consultants and the timing of submissions. The Consultants should note that there are other more general reports or designs that need to be produced in order to fulfil their duties under this Assignment. The Consultants shall submit all deliverables to the Director's Representative (DR) and circulate to relevant parties in sufficient copies.

No.	Deliverable	Contents	No. of copies	Deadline for Submission
xx	Quality Site Supervision Plan (QSSP) (One for each works contract)	Refer to Clauses 6.1.x and 6.3.1(x)	n sets	p months from start of Design Stage <i>(departments may set separate deadlines for the Draft and the Final documents, e.g. the Draft QSSP to be submitted when</i>

				<i>design of the project or the relevant contract is being finalized and the Final QSSP to be submitted together with the finalised tender drawings/documents)</i>
xy.	Revised QSSP	Refer to Clause 6.5(xy)	q sets	Upon major modification of the QSSP during construction stage

Note: n, p and q to be specified by the project team

6. Services to be provided by the Consultants

6.1 General

....

- 6.1.x Upon completion of the detailed design, the Consultants are required to prepare a Quality Site Supervision Plan in accordance with clause 6.3.1(x) and their own quality management system. The Quality Site Supervision Plan and its execution shall be subject to Employer's technical audits. The consultants shall also review the Quality Site Supervision Plan with the site staff during the construction stage.

....

6.2 Review Stage

6.2.1 General

.....

- (x) recommend a strategy for site supervision (*the consultants could be instructed to carry out this in conjunction with the recommendation on the construction staging and packaging of works contract, and the tendering strategy for letting out the works contract(s)*).

...

6.3 Design Stage

6.3.1 General

The Consultants shall provide the following services for the Design Stage:

....

- (x) Submit a Quality Site Supervision Plan in line with the strategy of site supervision recommended in the Review Stage, and to include, but not limited to, the following details -

- i. A detailed site supervision arrangement, including arrangements for supervision of construction activities that are required to be carried out outside the normal working hours of the site staff;
- ii. A list of critical construction activities and structural elements that require special attention together with the associated supervision requirements for such items, where appropriate the level of supervision and the rank of staff who should perform the supervision of such items and/or sign the Request for Inspection Form (or a purposely made inspection form for a particular activity or test);
- iii. If necessary, the consultants shall also specify for any critical construction activities, structural elements and particular aspects or details that should be noted by the inspection officer on the Request for Inspection Form for future reference;
- iv. A guideline on the details of inspection to be recorded for specialist works or critical elements;
- v. In case it is envisaged that construction or fabrication works will be carried out outside Hong Kong, the consultants shall formulate supervision requirements and inspection arrangement for such works. The consultants shall also prepared comprehensive guidelines to be followed by the RSS who need to conduct inspection outside Hong Kong. The guideline shall include the three minimum requirements as given below.

(a) In the event that production activities in a works contract are undertaken outside Hong Kong, the supervisory staff conducting inspections on the production sites outside Hong Kong shall, to the best of their knowledge, declare to the Engineer for the contract if the main contractor, the sub-contractor for the production activities, or any of their employees in his spouse, family member, or close relatives.

(b) Such inspection visits shall also be subject to the approval of the consultants. Where the contractor makes arrangement for transportation, accommodation and entertainment including meals, such arrangement shall be agreed to by the Engineer for the contract beforehand. Other than the agreed arrangement, supervisory staff shall not be allowed to receive any form of hospitality or entertainment from the contractor during such inspection visits.

(c) Should the supervisory staff incur reimbursement expenses in the course of inspection, all claims for reimbursement should all be made to the consultants in accordance with the prevailing rules and regulations for such. The Consultants will in turn seek reimbursement from the contractor where applicable. Under no circumstances should all the staff seek reimbursement direct from the contractor.

....

6.4 Tender Stage (The Consultants shall not proceed with the Tender Stage unless and until they have received the written instruction of the Director's Representative)

....

6.5 Construction Stage (The Consultants shall not proceed with the Construction Stage unless and until they have received the written instruction of the Director's Representative)

Upon receipt of instruction from the Director's Representative to proceed with the Construction Stage work for the whole or part of the Assignment., the Consultants shall carry out the duties listed below :-

....

(xx) provide training and refresher courses, including(*details shall be included by the project team to suit the project need*) to the site staff, the consultants shall also identify special training requirement regarding the supervision of critical construction activities and critical structural elements and provide the necessary training to the site staff;

(xy) At the commencement of works, review the Quality Site Supervision Plan (QSSP) (against the activities described by the Contractor in his Quality Plan prior to the execution of works if the contractor is required to submit it under the contract), and conduct regular reviews of the QSSP with site staff subsequently, and as the need arises, and make necessary updating and modification in order to suit the actual circumstances (*this may be carried out in conjunction with the review of the resident site staff manual giving details on authorities, duties, responsibilities and contract management and works supervision procedures for the guidance of all grades of the site establishment, if there are such requirements./practice in the departments*), and the consultants shall report in the monthly progress report the status of implementing the QSSP and any major modifications to it as result of a review. The consultants shall submit a revised QSSP to the DR if there is a major revision and as requested by the DR.

....