

Project Administration Handbook for Civil Engineering Works**2020 Edition****AMENDMENT NO. 4/2021****CHAPTER 1****PROJECT PLANNING****PARAGRAPH 1****OVERVIEW**

- (a) Para. 1.5 **Replace “WBTC No. 29/93 and 4/2001” with “Appendices 1.11 and 1.12 for details” in the description of “Water Supplies Dept (WSD)”.**

PARAGRAPH 3**PRELIMINARY STAGE**

- (b) Para. 3.1.2 **Replace “WBTC No. 4/2001 (Appendix A)” with “Appendix 1.12 (Annex A)” in the last paragraph.**

PARAGRAPH 4**STAGES IN THE PUBLIC WORKS PROGRAMME**

- (c) Para. 4.1.2 **Replace “30M” with “50M” in the second paragraph.**
- (d) Para. 4.2.1 **Replace “WBTC No. 29/93” with “Appendix 1.11 for details” in the fourth and fifth paragraphs.**
- (e) Para. 4.2.4 **Replace “30M” with “50M” in the first paragraph.**
- (f) Para. 4.4 **Replace “30M” with “50M” in the first and second paragraphs.**
- Delete “ground” after “Minor works and” in the second paragraph.**

PARAGRAPH 9**REFERENCES**

- (g) **Delete the following references:**

WBTC No. 29/93	Procedure for Incorporation of Waterworks into other Capital Works Contracts
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WBTC No. 4/2001 Model for Placing Waterworks Projects in the PWP when carried out in association with New Town or Strategic Growth Area Developments

- (h) Appendix 1.11 **Add the new appendix given in Annex A to this Amendment.**
- (i) Appendix 1.12 **Add the new appendix given in Annex B to this Amendment.**

CHAPTER 2

PROJECT APPROVAL

PARAGRAPH 2

PUBLIC WORKS PROGRAMME

- (j) Para. 2.2 **Replace “30M” with “50M” in item (d) of the second paragraph.**
- (k) Para. 2.4.3 **Replace “30M” with “50M” in item (d).**
- (l) Para. 2.7.3 **Replace “30M” with “50M” in the second paragraph.**
- (m) Para. 2.8.3 **Replace “30M” with “50M”.**
- (n) Para. 2.10 **Replace “30M” with “50M”.**

CHAPTER 4

PROJECT DESIGN AND ESTIMATES

PARAGRAPH 1

GENERAL CONSIDERATIONS FOR DESIGN

- (o) Para. 1.6.2 **Replace “30M” with “50M” in item (b) of the fourth paragraph.**

PARAGRAPH 5

ESTIMATES

- (p) Para. 5.1 **Replace “3/2012” with “7/2017” in the third paragraph.**
- (q) Para. 5.4 **Replace “30M” with “50M” in the seventh paragraph.**

PARAGRAPH 6

REFERENCES

- (r) **Delete the following reference:**

FC No. 3/2012 Capital Works Programme

Add the following reference:

FC No. 7/2017 Capital Works Programme

CHAPTER 5

CONTRACT DOCUMENTS

PARAGRAPH 2

CONDITIONS OF TENDER

(s) Para. 2.2

Add the reference “, 16.9.2020 and 26.3.2021” under the heading.

Replace “The sample JV Proforma” with “The sample JV Proforma and SCT on Contractors’ Joint Venture as promulgated in SDEV’s memo ref. () in DEVB(W) 510/83/05 dated 26.3.2021”, replace “,” with “and” and delete “and SCT on Contractors’ Joint Venture” after “Essential Submissions” in the second sentence of the fourth paragraph.

Delete “SCT 4 (Sub-clauses (5) & (5A)) and” in the fifth paragraph.

Delete “SCT 4 (Sub-clauses (6) on “Contractors’ Joint Venture” and” in the last paragraph.

PARAGRAPH 9

SPECIAL TOPICS

(t) Para. 9.4.1

Add the reference “(Ref.: SDEV’s memo ref. DEVB(W) 506/90/01 dated 11.5.2021)” under the heading.

Replace “200M” with “1000M” and add “The authority for approving exemption remains to be an officer at D2 rank or above of the works department.” after the second paragraph in item (a).

Replace “200M” with “1000M” and add “Project offices are encouraged to apply the SRM where the nature, complexity and/or risk level of the works warrant such applications. The justifications for applying the SRM in such cases should be properly documented.” after the last sentence in item (b).

(u) Para. 9.32

Add the reference “and 19.4.2021” under the heading.

Delete “and for all trades. Where high-risk operations including demolition work, scaffolding work and working in confined spaces are involved, sub-contracting of trades is limited to one tier with up

to two tiers of sub-contracting for parts of works” after “all parts of works” in the second sentence of first paragraph.

Delete “or a Relevant Portion” after “part of the Works” and replace “genuine practical” with “strong” in second sentence of third paragraph.

Replace “and notify” with “including justifications and update” and “if permission is” with “for all permissions” in the third sentence of third paragraph.

PARAGRAPH 12 REFERENCES

(v) Add the following references:

SDEV’s memo ref. () in DEVB(W) 510/83/05 dated 26.3.2021	Updating of Standard SCT 5 – Contractors’ Joint Venture (JV) and Sample JV Proforma
SDEV’s memo ref. () in DEVB(W) 510/17/01 dated 19.4.2021	Limiting the Number of Tiers of Subcontracting in Public Works Contracts
SDEV’s memo ref. DEVB(W) 506/90/01 dated 11.5.2021	Implementation of Systematic Risk Management in Public Works Projects

(w) Appendix 5.2 **Replace “200M” with “1000M” and add “Project offices are encouraged to apply the SRM where the nature, complexity and/or risk level of the works warrant such applications.” after the last sentence in item (10).**

(x) Appendix 5.19 **Replace the appendix given in Annex C to this Amendment.**

(y) Appendix 5.20 **Replace the appendix given in Annex D to this Amendment.**

CHAPTER 6 TENDER PROCEDURE

PARAGRAPH 7 ACCEPTANCE OF TENDER

(z) Para 7.3 **Replace “memo” with “memos”, add “and (03969)” after “(0348H-01)” and “and 12.5.2021 respectively” after “dated 3.1.2020” in item (h) of the first paragraph.**

PARAGRAPH 11 MISCELLANEOUS

- (aa) Para 11.5 **Delete “in the Gazette” after “for publication” in the second paragraph.**

PARAGRAPH 12 REFERENCES

- (ab) **Add the following references:**

SDEV’s memo ref. (03969) in DEVB(W) 510/33/02 dated 12.5.2021

Extension of Interim Relief Measure to Assist the Construction Industry – Streamlining the Approval Process of Contract Assignment

DEVB’s emails dated 17.5.2021 and 20.5.2021

Updates of Project Administration Handbook for Civil Engineering Works - Appendix 6.2 Sample Tender Notice for Publishing on the Internet on the Department's Homepage, Appendix 6.4A Specimen Gazette Tender Notices and Section 11.5

APPENDICES

- (ac) Appendix 6.2 **Replace “in the Government of the Hong Kong Special Administrative Region Gazette and made available on the Internet at http://www.gld.gov.hk/eng/services_2_c.htm” with “on the Internet at <https://pcms2.gld.gov.hk/>” in Remarks “k”.**

Replace “刊載於香港特別行區政府憲報，並在互聯網上公佈。請參閱：http://www.gld.gov.hk/chi/services_2_c.htm” with “在互聯網上公佈。請參閱：<https://pcms2.gld.gov.hk/>” in Remarks “k”.

- (ad) Appendix 6.4A **Replace “in the Government of the Hong Kong Special Administrative Region Gazette and made available on the Internet at http://www.gld.gov.hk/eng/services_2_c.htm” with “on the Internet at <https://pcms2.gld.gov.hk/>” in the last paragraph.**

Replace “刊載於香港特別行區政府憲報，並在互聯網上公佈。請參閱：http://www.gld.gov.hk/chi/services_2_c.htm” with “在互聯網上公佈。請參閱：<https://pcms2.gld.gov.hk/>” in the last paragraph.

- (ae) Appendix 6.4B **Replace** “http://www.gld.gov.hk/eng/services_2_c.htm” **with** “<https://pcms2.gld.gov.hk/>” **in the last paragraph.**
- (af) Appendix 6.17 **Replace** “July 2021” **with** “August 2022”, **add** “and (03969)” **after** “(0348H-01)” **and** “and 12.5.2021 respectively” **after** “dated 3.1.2020” **in footnote #.**

CHAPTER 7

CONTRACT MANAGEMENT

PARAGRAPH 5

RECORDS

- (ag) Para. 5.16 **Add** “and GF 527 (Rev. 1/2017) pursuant to DEVB TC(W) No. 3/2003A” **after** “GF 527 (Rev. 1/2003)” **in the first paragraph.**

Delete “and sign” **after** “should check”, **add** “excel copies of the returns” **after** “and deliver” **and** “No.” **after** “No. 3/2003 and” **in the second paragraph.**

Add “excel copies” **after** “The original” **in the third paragraph.**

Add “**excel copies**” **after** “**the original**” **and** **replace** “**contractor**” **with** “**Contractor**” **in the seventh paragraph.**

Replace “**contractor**” **with** “**Contractor**” **in the eighth paragraph.**

Replace “**contractor’s**” **with** “**Contractor’s**” **and** “**contractor**” **with** “**Contractor**” **in the ninth paragraph.**

Add the following paragraphs **after** the ninth paragraph:

Pursuant to SDEV’s memo ref. () in DEVB (PS) 107/3 dated 2.6.2021, upon review, the threshold contract value for submission of forms GF 527 and GF 527A is now increased to \$3M. To echo with the Government’s target of facilitating electronic submissions, only excel copies of the completed forms GF 527 (both GF 527 (Rev. 1/2003) and GF 527 (Rev. 1/2017)) and GF 527A shall be submitted to C&SD by email. The excel files are available at www.devb.gov.hk/en/public forms. Submission of scanned signed copies of forms GF 527 and GF 527A to C&SD is no longer required. The responsible personnel shall insert their names in the forms after completing or checking the returns, which will be

taken as fulfilling the requirement of signing the returns stipulated in the “Guidelines for filling in GF 527 (Rev. 1/2003)”, “Guidelines for filling in GF 527 (Rev. 1/2017)” and “Guidelines for Completion and Submission of GF 527A”. The following statement should be included in the submission email to C&SD:

“The submitted forms GF 527 and GF 527A were completed by the Contractor/Contractor’s agent and checked by the site supervisory staff, whose names are indicated in the applicable fields in the forms.”

For the avoidance of doubt, the threshold contract value for submission to C&SD of the standing return on commencement and completion of contracts will remain unchanged (i.e. at \$1M).

PARAGRAPH 21 MISCELLANEOUS

(ah) Para. 21.3 Replace “**clause**” with “**Clause**”, add “**,**” after “**Contractor’s Financial Benefits**” and “**Deed of Assignment**” in the fifth paragraph.

Replace “**and**” with “**,**”, add “**and (03969)**” after “**(0348H-01)**” and replace “**available at Works Group Intranet Portal for details**” with “**and 12.5.2021 respectively**” in Note 1.

PARAGRAPH 22 REFERENCES

(ai) Add the following references:

SDEV’s memo ref. (03969) in DEVB(W) 510/33/02 dated 12.5.2021	Extension of Interim Relief Measure to Assist the Construction Industry – Streamlining the Approval Process of Contract Assignment
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SDEV’s memo ref. () in DEVB (PS) 107/3 dated 2.6.2021	Threshold for Submission of Forms GF527 and GF527A
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Quality Management & Standards Unit
Civil Engineering and Development Department
9 July 2021

**APPENDIX 1.11 PROCEDURE FOR INCORPORATION OF WATERWORKS
INTO OTHER CAPITAL WORKS CONTRACTS**
(Subsumed from Works Branch Technical Circular No. 29/93)**Purpose**

When roadworks and related waterworks have been undertaken together, past practice was usually for two contractors, to be employed under different contracts and supervised by different works departments, working on the same site. This resulted in conflicts, contractual disputes and delays.

2. Experience has shown that where the use of two contractors on the same site is avoided by incorporating the installation of waterworks into the roadwork contracts, contractual claims have diminished.

Options at the Planning and Design Stage

3. At the planning or design stage, the project office responsible for any contract having associated waterworks should consider the significance of the waterworks involved and the consequences of delay. The project office shall agree with WSD whether the waterworks are to be undertaken :-

- (a) as advance work by WSD, prior to the start of the main contract; or
- (b) as part of the main contract; or
- (c) concurrently under a separate WSD contract, under arrangements to be agreed between the project office and WSD (such as dates for stage possession of Portions of the Site or early completion of Sections of the Works) which shall be included in the documents for both contracts.

Procedures and Guidelines

4. Option 3(c) shall only be used when options 3(a) & 3(b) are impractical. If option 3(c) is used, care shall be taken to ensure that the risk of delay is minimised, taking into account available lead time, scope of the waterworks, previous experience on similar works, workload and performance of the WSD contractor etc.

5. If option 3(b) is used, the following conditions shall apply:-

- (a) The Contract shall require the Contractor to supply the waterworks materials. Under very special circumstances, where the materials are not readily available locally, or where a lengthy delivery time is envisaged and the lead time could not reasonably be accommodated within the Contractor's programme, the project office shall either procure the waterworks materials in advance of the contract or approach WSD to do so, or in liaison with WSD, decide whether the Contractor is to supply the waterworks materials in whole or in part.
- (b) The cost of diverting existing waterworks, including any administrative costs, such as fees, expenses etc, shall be borne by the project office. Where new waterworks and/or improvements to existing waterworks are

involved the cost of the work (including related diversions of existing waterworks) shall be charged to the relevant WSD project vote, including any administration costs, unless otherwise agreed by the project office.

- (c) The Contractor shall either be on the List of Approved Contractors for Public Works in the Waterworks category and in the appropriate Group or if not, shall be required to enter into a written sub-contract with a contractor who is so listed.
- (d) The Contract shall include the provision for carrying out the waterworks to WSD's satisfaction. (Standard special conditions of contract and specifications for waterworks to be provided by WSD.)
- (e) The project office shall provide facilities to WSD for checking, examining and testing the waterworks to WSD's requirements.
- (f) For Works that are to be administered 'in-house' by the project office, WSD shall carry out the design, preparation of drawings and tender documents for the mainlaying part of the Works and forward them to the project office for incorporation into the Contract. WSD shall second staff (usually on a part time basis) to assist in site supervision and site measurements, but the ultimate responsibility of the work must rest on the project office. Suitable contractual arrangements, if considered necessary, may be made to delegate appropriate powers to the WSD staff to enable site supervision to be properly carried out.
- (g) If the project office employs a consultant to administer the Works, the consultant's Brief should require the consultant to prepare and submit to WSD for comment all the design calculations, drawings and specifications for the waterworks part of the Works. The consultant should also be required by the Brief to employ an engineer with suitable experience in designing waterworks and shall submit the name and curriculum vitae of the engineer for prior agreement by WSD. Depending on the scale of the waterworks involved, the resident site staff employed by the consultant for the waterworks shall include appropriate number of engineers, inspectors and works supervisors, who are experienced in supervising waterworks, unless prior arrangements have been made with WSD for them to provide site supervisory staff. WSD shall be consulted with regard to the establishment of the site staff as well as their suitability prior to appointment. The project office or its consultants shall also maintain close liaison with WSD and shall endeavor to facilitate WSD in the monitoring of the quality of waterworks. The project office or its consultants shall arrange regular coordination meetings with WSD, at intervals to be agreed with WSD, for timely handling of site issues.

6. WSD will nominate a Project Coordinator, with the assistance from a Liaison Engineer, for each contract who will give assistance if required by the project engineer or the resident engineer.

7. All connections to the existing distribution system (live mains) are to be carried out by WSD.

APPENDIX 1.12 MODEL FOR PLACING WATERWORKS PROJECTS IN THE PWP WHEN CARRIED OUT IN ASSOCIATION WITH NEW TOWN OR STRATEGIC GROWTH AREA DEVELOPMENTS
(Subsumed from Works Bureau Technical Circular No. 4/2001)

Purpose

There are often close interfaces between a new town or SGA development and new waterworks proposals which are to be carried out in the same locality whether for the purpose of serving the new town or SGA development or not. There is thus a need to promulgate a standard model to guide whether and how these waterworks projects should be grouped together with the new town or SGA works as a conglomerate PWP item.

Procedures and Guidelines

2. Where a new waterworks project is proposed in an area of new town or SGA development or in association with such development, its placement in the PWP shall follow the model as illustrated in Annex A.

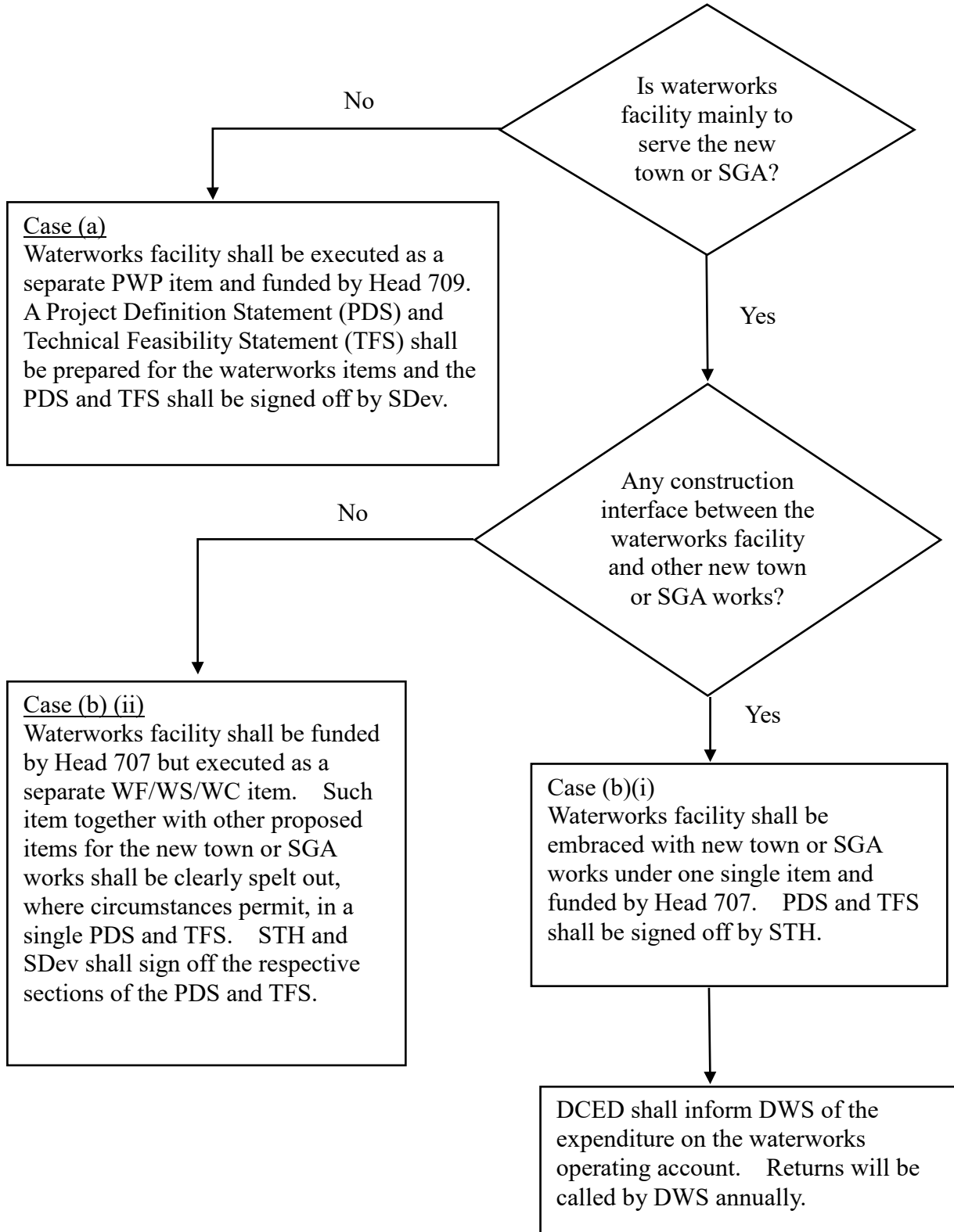
Reporting of expenditure on waterworks facilities which are embraced within the scope of new town or SGA works projects

3. Where waterworks facilities are embraced within the scope of a new town or SGA works project, i.e. case (b)(i) in Annex A, the expenditure on such facilities shall be reported by DCED to DWS so as to facilitate the preparation of the Water Authority Operating Accounts and the Five Year Projections of the Operating Accounts. In this connection, DWS shall call the necessary returns from DCED in around May of each year setting out the types and format of the information required.

PWSC Submission

3. Also for case b(i) in Annex A, a paragraph on the financial implication on water charges, similar to the one currently required for waterworks projects, shall be included in the PWSC submission when seeking to upgrade the CL project to Category A. Details for inclusion in that paragraph shall be provided by DWS.

Model for Placing Waterworks Projects in the PWP when carried out in association with new town or SGA developments



APPENDIX 5.19 CONTRACT MEASURES FOR LIMITING TIERS OF SUBCONTRACTING

The following Notes to Tenderers and Special Conditions of Contract shall be included in tenders for all capital and maintenance works contracts:

Notes to Tenderers**NTT [xx][#] – Limiting tiers of subcontracting**

The Tenderers' attention is drawn to the provisions under Special Conditions of Contract Clause [X][#] which impose certain restrictions on subcontracting.

Special Conditions of Contract**SCC [X][#] – Limiting tiers of subcontracting**

- (1) For the purposes of this Clause, the first tier of subcontracting means the contracts between the Contractor and his subcontractors. The second tier means the subcontracts between any of the subcontractors of the first tier and his subcontractors. The foregoing shall apply with necessary modifications to subsequent tiers of subcontracting.
- (2) Notwithstanding General Conditions of Contract Clause 4 on subcontracting and subject to sub-clause (3) to of this Clause, the subcontracting of any part of the Works by the Contractor shall be limited as follows:
 - (a) subcontracting of any part of the Works requiring entry of human beings into confined space that forms part of a sewerage or drainage system [or any part of the Works involving [state clearly the project-specific high-risk operations(s)]¹]* shall be limited to the first tier of subcontracting; and
 - (b) subcontracting of any part of the Works not falling under sub-clause (2)(a) above shall be limited to two tiers (i.e. the first tier and second tier) of subcontracting.
- (3)
 - (a) The Contractor may submit a proposal to the [Engineer/Maintenance Engineer/Supervising Officer/Maintenance Surveyor]* for an extra tier of subcontracting for any part of the Works which has been subcontracted in compliance with the limit in sub-clauses (2)(a) or (2)(b), whichever is applicable, of this Clause and with other provisions of the Contract.
 - (b) The [Engineer/Maintenance Engineer/Supervising Officer/Maintenance Surveyor]* shall not be obliged to consider the Contractor's proposal for an extra tier of subcontracting unless the proposal is submitted in writing to the [Engineer/ Maintenance Engineer/Supervising Officer/Maintenance Surveyor]* at least 14 days before the subcontractor of the relevant tier of subcontracting enters into any subcontract for the extra tier of subcontracting and the proposal is accompanied by an explanation with supporting evidence on the need for the extra tier of subcontracting.

- (c) A proposal which has been made in strict compliance with sub-clause (3)(b) above is taken to have been approved by the [Engineer/Maintenance Engineer/Supervising Officer/Maintenance Surveyor]* if it is not expressly rejected by the [Engineer/Maintenance Engineer/Supervising Officer/Maintenance Surveyor]* in writing within 14 days from the date of receipt by the [Engineer/Maintenance Engineer/Supervising Officer/Maintenance Surveyor]* of the Contractor's proposal.
- (d) The rejection of the Contractor's proposal for any reason by the [Engineer/Maintenance Engineer/Supervising Officer/Maintenance Surveyor]* shall not entitle the Contractor to any extension of time or additional payment nor does it relieve the Contractor from any liability or obligation under the Contract.
- (4) The Contractor shall comply with and shall ensure that all subcontractors (irrespective of any tier) shall comply with the provisions of this Clause. If the Contractor or any of the subcontractors (irrespective of any tier) fails to comply with the provisions of this Clause, the [Engineer/Maintenance Engineer/Supervising Officer/Maintenance Surveyor]* shall, without prejudice to any other rights and remedies, have full power to order the removal of any subcontractor which has been engaged in contravention of any of the provisions of this Clause from the Site and/or the Works.
- (5) In this Clause, unless the context otherwise requires, "confined space" has the same meaning as that adopted in the Factories and Industrial Undertakings (Confined Spaces) Regulation (Cap. 59AE).

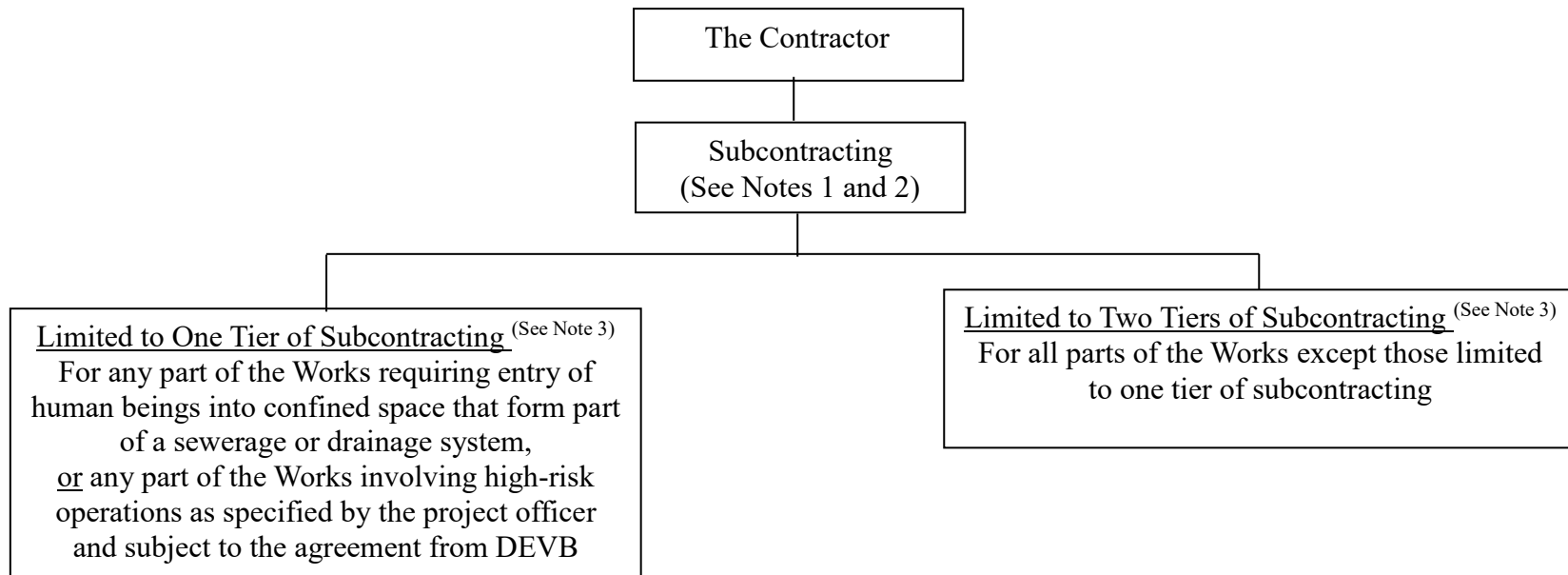
Internal Notes:

Insert appropriate reference.

* Delete as appropriate.

1. Subject to the approval of Works Branch of the Development Bureau, project officers can insert project-specific high-risk operations, e.g. demolition, scaffolding work or working in confined spaces, etc. Project officers shall provide justifications including past accident records involving such high-risk operations and obtaining prior endorsement of an officer at D2 rank or above in Works Departments.

APPENDIX 5.20 ILLUSTRATION DIAGRAM ON LIMITING THE NUMBER OF TIERS OF SUBCONTRACTING FOR DIFFERENT NATURE OF WORKS
(For internal reference only and shall not be attached in contract documents)



Notes:

1. Where the Contractor is to sublet/subcontract part of the Works to subcontractors involving trades available under the Registers of the “Registered Specialist Trade Contractors Scheme” (RSTCS), the subcontractors shall be registered under the relevant trades (and groups if applicable) in the Registers.
2. Details of the RSTCS are given in SDEV’s memos ref. DEVB(W)510/94/02 dated 28 March 2019 and 4 December 2020, or the latest updated version.
3. The Project Manager, Service Manager, Engineer, Maintenance Engineer, Supervising Officer or Maintenance Surveyor may, subject to no objection from the Employer (who should be an officer at D2 rank or above in Works Departments), permit the Contractor to introduce an extra tier of subcontracting for a part of the Works in case there is a strong need for the extra tier of subcontracting. Works Departments shall keep a record of such approvals including justifications and update Works Branch of DEVB at 6-month intervals for all permissions granted under this provision.