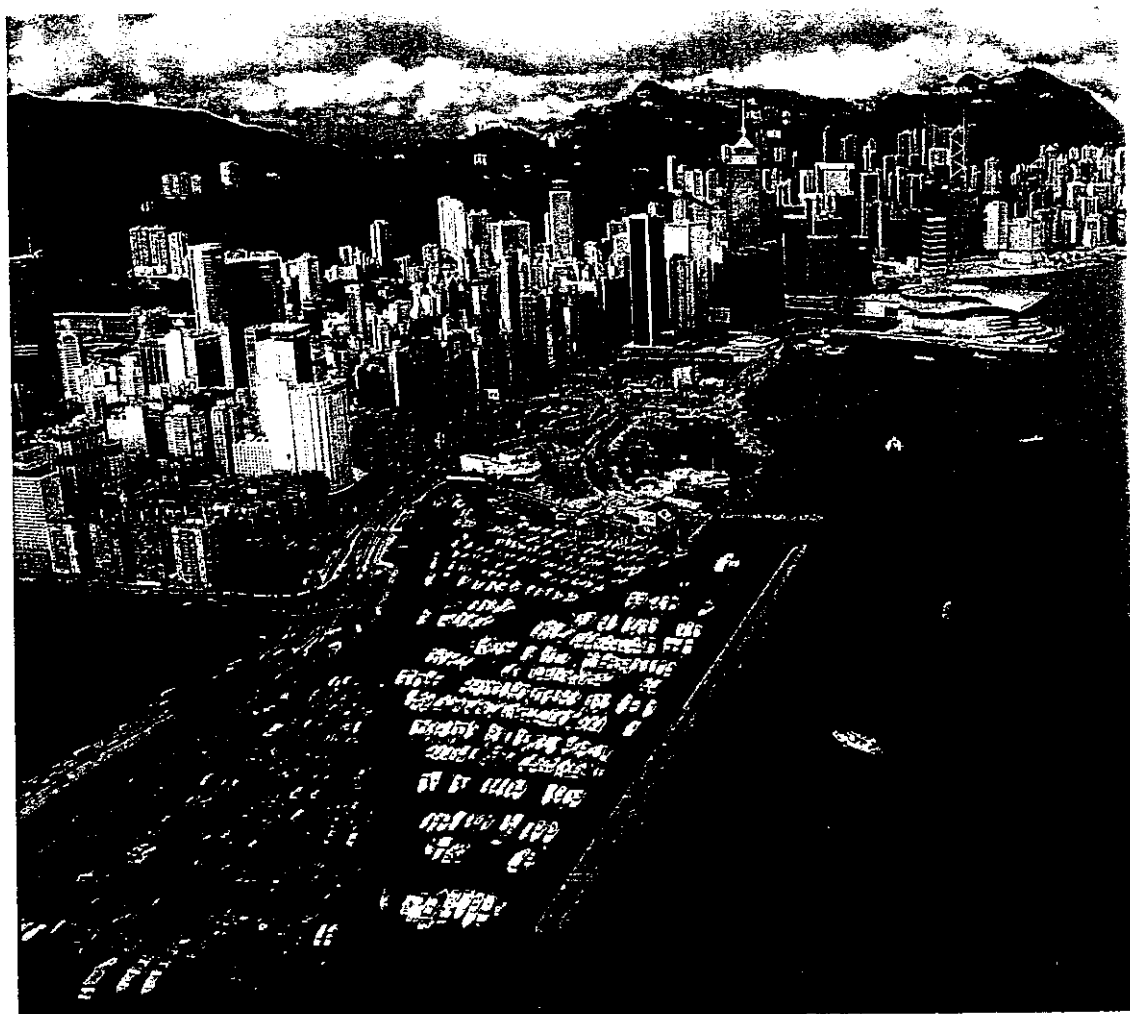




Territory Development Department  
Hong Kong Island and Islands Development Office

**Agreement No. CE 54/2001 (CE)**  
**Wan Chai Development Phase II**  
**Design and Construction**

**Supplemental Agreement No.1**  
**Planning and Engineering Review**



March 2004

**HONG KONG ISLAND AND ISLANDS DEVELOPMENT OFFICE  
TERRITORY DEVELOPMENT DEPARTMENT**

**THE GOVERNMENT OF THE  
HONG KONG SPECIAL ADMINISTRATIVE REGION**

**AGREEMENT NO. CE 54/2001 (CE)  
WAN CHAI DEVELOPMENT PHASE II  
DESIGN AND CONSTRUCTION**

**SUPPLEMENTAL AGREEMENT NO. 1  
PLANNING AND ENGINEERING REVIEW**

Maunsell Consultants Asia Ltd.

Hong Kong Island and Islands  
Development Office  
Territory Development Department  
Hong Kong

MARCH 2004

**Agreement No. CE 54/2001 (CE)  
Wan Chai Development Phase II  
Design and Construction**

**Supplemental Agreement No. 1**

**Planning and Engineering Review**

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Wan Chai Development Phase II  
Design and Construction**

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**Planning and Engineering Review**

**Memorandum of Agreement**

**Agreement No. CE 54/2001 (CE)  
Wan Chai Development Phase II  
Design and Construction**

**Supplemental Agreement No. 1**

**Planning and Engineering Review**

**Memorandum of Agreement**

**THIS SUPPLEMENTAL AGREEMENT** is made and entered into on the 11th day of March 2004 **BETWEEN**

**THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION** (hereinafter referred to as "the Employer") of the one part; **AND**

**MAUNSELL CONSULTANTS ASIA LIMITED**, whose registered office is situated at 8<sup>th</sup> Floor, Grand Central Plaza, Tower 2, 138 Sha Tin Rural Committee Road, Sha Tin, Hong Kong (hereinafter referred to as "the Consultants") of the other part.

**WHEREAS**


- A. By Territory Development Department Agreement No. CE54/2001 (CE) made and entered into between the Government of The Hong Kong Special Administrative Region and the Consultants on 4 June 2002 (hereinafter referred to as "the Main Agreement"), the Consultants agreed to carry out certain professional services in respect of the design and construction for Wan Chai Development Phase II project, details of which are set out in the Brief annexed to the Main Agreement.
- B. The Employer is now desirous of carrying out a planning and engineering review on the Wan Chai Development Phase II project (hereinafter referred to as "the Review"). For this purpose the Employer considers that certain professional services, details of which are described in the Supplementary Brief to this Supplemental Agreement in Schedule I hereto are required (hereinafter referred to as "the Services").
- C. The Consultants have agreed to carry out the Services in accordance with the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED AS FOLLOWS :-**

1. This Supplemental Agreement is supplemental to the Main Agreement and the provisions of the Main Agreement shall apply to this Supplemental Agreement except as expressly provided to the contrary herein and the provisions of the Main Agreement shall remain unchanged except as otherwise altered by this Supplemental Agreement.
2. In consideration of the Consultants agreeing to carry out and complete the Services in accordance with the Supplementary Brief to this Supplemental Agreement in Schedule I, the Employer agrees to remunerate the Consultants in accordance with the Supplementary Schedule of Fees to this Supplemental Agreement in Schedule II hereto. For the avoidance of doubt, the Schedule of Fees to the Main Agreement shall not apply to the Services to be carried out by the Consultants under this Supplemental Agreement.
3. The Consultants' obligations with respect to insurance as specified in Clause 47 of the General Conditions of Employment of the Main Agreement shall apply to this Supplemental Agreement.
4. In the event of any conflict between the terms and conditions of this Supplemental Agreement and those of the Main Agreement this Supplemental Agreement shall prevail provided that subject to this Supplemental Agreement the Main Agreement shall remain in full force and effect.
5. All prior agreements, conditions and correspondence concerning the matters set out in this Supplemental Agreement are superseded.

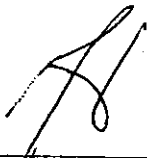
IN WITNESS WHEREOF this Supplemental Agreement has been executed as a deed on the date first above written

SIGNED, SEALED AND DELIVERED  
for and on behalf of the Employer  
by Mr. Cheung Tai Yan  
Project Manager/Hong Kong  
Island and Islands



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In the presence of Mr. Ma Lee Tak


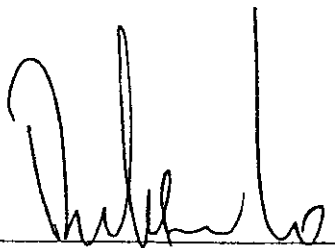


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DPM/HKI&I

SIGNED, SEALED and DELIVERED  
for and on behalf of and as  
lawful attorney of  
Maunsell Consultants Asia Limited  
under power of attorney  
dated 2nd January 2002

by Mr. Dickson D. S. Lo  
(Managing Director)



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in the presence of Mr. Julian Y. Ling



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(Associate)

**Agreement No. CE 54/2001 (CE)  
Wan Chai Development Phase II  
Design and Construction**

**Supplemental Agreement No. 1**

**Planning and Engineering Review**

**Schedule I**

**Supplementary Brief**



**Agreement No. CE 54/2001 (CE)  
Wan Chai Development Phase II  
Design And Construction**

**Supplemental Agreement No. 1**

**Planning and Engineering Review**

**SCHEDULE I**

**SUPPLEMENTARY BRIEF**

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## **1. Introduction**

- 1.1 This Supplementary Brief is to cover the additional services of a planning and engineering review (the "Review") of development and reclamation proposals for the Wan Chai Development Phase II ("WDII") project in accordance with the Judgment of the Court of Final Appeal in the judicial review ("JR") on the decisions of the Town Planning Board ("TPB") in relation to the draft Wan Chai North Outline Zoning Plan ("OZP").
- 1.2 This Supplementary Brief is to be read in conjunction with the Main Agreement, this Supplemental Agreement and Supplementary Schedule of Fees of this Supplemental Agreement.

## **2. Background of the Review**

- 2.1 The Government commissioned a comprehensive feasibility study for the WDII project (the "WDII Study") in June 1999 and completed in August 2001. The Study recommended development and reclamation proposals for the Wan Chai North areas. Based on these proposals, the draft Wan Chai North OZP was prepared.
- 2.2 After taking into account comments from TPB, the draft Wan Chai North OZP was gazetted on 19 April 2002. On the same date, the WDII proposed reclamation and road works were gazetted under the Foreshore and Seabed (Reclamations) Ordinance and Roads (Works, Use and Compensation) Ordinance respectively.
- 2.3 Objections to the draft Wan Chai North OZP were received and considered by the TPB, which decided to propose amendments to the draft OZP to meet/partially meet some of the objections.
- 2.4 On 27 February 2003, the Society for Protection of the Harbour Limited sought JR against TPB's decisions on 6 December 2002 and 14 February 2003 with regard to the draft OZP. The High Court handed down the Judgment on 8 July 2003. The Court quashed TPB's decisions in concern. According to the Judgment, the purpose and extent of each proposed reclamation ought to be individually assessed by reference to the three tests of (1) compelling, overriding and present need, (2) no viable alternative and (3) minimum impairment (the "Three Tests"). The Court also ordered the TPB to reconsider the draft OZP and the objections thereto. The TPB appealed direct to the Court of Final Appeal ("CFA") and the appeal was heard from 9 December 2003 to 12 December 2003.

- 2.5 Objections were also received for the WDII reclamation and road works schemes gazetted under the Foreshore and Sea-bed (Reclamations) Ordinance and Roads (Works, Use and Compensation) Ordinance respectively. In the light of the on-going legal proceedings, it was considered not appropriate to submit the reclamation and road work schemes to the Chief Executive in Council for consideration. The above gazettals lapsed on 18 and 19 September 2003 respectively. The WDII project would have to be re-gazetted under the relevant ordinances at the appropriate time.
- 2.6 On 31 October 2003, TPB considered findings on a preliminary planning assessment on the draft OZP conducted by Planning Department according to the High Court's Judgment on the JR and requested the Government to conduct the Review.
- 2.7 On 9 January 2004, the CFA handed down its judgment on the JR. CFA ruled that the presumption in the PHO can only be rebutted by establishing an overriding public need for reclamation (the "Overriding Public Need Test"), and that there must be cogent and convincing materials available to enable the decision-maker to be satisfied that the test is fulfilled for rebutting the presumption against reclamation.

### **3. Objectives of the Assignment**

- 3.1 The main purpose of the WDII project is to provide land for the construction of the Trunk Road comprising the Central-Wan Chai Bypass (CWB) and the Island Eastern Corridor Link (IECL) and other key transport infrastructure including :-
- the Hong Kong Island section of the Shatin to Central Link (SCL);
  - the future Mass Transit Railway North Hong Kong Island Line (NIL); and
  - necessary ground level roads for connection to the Trunk Road and for through traffic from Central to Wan Chai and Causeway Bay.

The land formed for the above transport infrastructure will provide opportunities for the development of an attractive waterfront promenade of international standard for the enjoyment of the public.

- 3.2 The objective of this Assignment is to carry out the Review which seeks to assess individually the purpose and extent of each proposed reclamation by reference to the Overriding Public Need Test and, if needed, to make recommendations on the revised alignment for the Trunk Road and at-grade roads, extent of reclamation and/or the land uses for the review area covered by this Assignment.
- 3.3 TD will prepare a report demonstrating that administrative measures alone could not solve the east-west traffic congestion problems along the northern shore of Hong Kong Island and HyD will arrange to review the compliance with the Overriding Public Need Test for the SCL and NIL projects. The Consultants shall take into account their findings and recommendations in this Assignment.

#### **4. Description of the Assignment**

- 4.1 The Assignment shall comprise reviewing individually the current purpose and extent of the reclamation from the eastern construction limit of the Central Reclamation Phase III ("CRIII") project near Lung King Street to the eastern breakwater of the Causeway Bay Typhoon Shelter (that is, the area to be reviewed includes the planning scheme area of the draft Wan Chai North OZP and part of that of the Central District (Extension) OZP) by reference to the Overriding Public Need Test. Cogent and convincing materials will be required for justifying the conclusion of the Review.
- 4.2 It has already been concluded that there is a need to construct the Trunk Road and to extend Road P2 eastward from the eastern construction limit of CRIII to Causeway Bay. The Consultants shall liaise with Transport Department on the evidence for justifying this need. For the purpose of this Review, the Trunk Road shall be deemed to include the slip roads from the Trunk Road up to or down to ground level.
- 4.3 If any of the individual purpose and extent of proposed reclamation could not satisfy the Overriding Public Need Test, the Consultants shall make recommendations on the Trunk Road, elevated and at-grade roads with respect to alignment, configuration, road connectivity, associated reclamation and the like and/or the land uses for the area covered by the draft Wan Chai North OZP and the area to the west up to the eastern construction limit of the CRIII project at about Lung King Street (which falls within the planning scheme area of the Central District (Extension) OZP). In this connection, the following would have to be prepared:

- revised draft Outline Development Plan (“RODP”);
- revised draft master Landscape Plans (“MLP”);
- revised draft WDII reclamation gazette plans;
- revised draft WDII road work gazette plans;
- information to enable Planning Department to prepare revised draft OZPs in particular the digital data files; and
- information to enable Highways Department to prepare the revised draft Trunk Road gazette scheme and plans.

- 4.4 The Consultants shall review the previous findings of the various Engineering Impact Assessments of the WDII Study (that is the Engineering Feasibility Study, the Transport and Traffic Impact Assessment Study, the Drainage Impact Assessment Study and the Environmental Impact Assessment Study) and similar assessments under the Trunk Road project and, if necessary, determine the additional mitigation measures for ensuring that the impacts of the scheme recommended under this Assignment are still acceptable.
- 4.5 The Consultants shall review whether the date specified in the Main Brief for handing over the completed works to Highways Department for construction of CWB and IECL could still be achieved. If necessary, measures should be proposed so as to commission the Trunk Road in 2012.
- 4.6 For the purpose of this Review, the Consultants shall take into account the following constraints:
- (a) the alignment and configuration of CWB within the CRIII area shall be regarded as fixed;
  - (b) the alignment of layout of Road P2 within the CRIII area shall be regarded as fixed;
  - (c) the alignment of and associated reclamation required for the SCL to be confirmed by the Highways Department shall be regarded as fixed;

- (d) the alignment of and associated reclamation required for the NIL to be confirmed by the Highways Department shall be regarded as fixed;
- (e) the Harbour Road Indoor Games Hall and Wan Chai Training Pool will be affected by the construction of NIL;
- (f) allowances for the proposed North-South Link is required so far as it will not require additional reclamation;
- (g) the following water works should be considered in the Review:
  - (i) the laying of fresh water mains and salt water mains within WDII;
  - (ii) the reprovisioning of Causeway Bay Water Selling Kiosk;
  - (iii) the reprovisioning of Central Twin Cross Harbour Watermains; and
  - (iv) the reprovisioning and uprating of Wan Chai Salt Water Pumping Station and the associated mainlaying works.
- (h) reprovisioning of the Wan Chai East Ferry Pier in the vicinity is required;
- (i) reprovisioning of the temporary government helipad at the Wan Chai Public Cargo Handling Area breakwater to the north-eastern corner of the Hong Kong Convention and Exhibition Centre Extension is required;
- (j) upgrading of the existing outfall of the Wan Chai East Sewage Screening Plant is required;
- (k) on-site reprovisioning of the Royal Hong Kong Yacht Club site area, if affected, is required if and only if it can be demonstrated that the Club cannot operate effectively on the reduced area;
- (l) efforts should be made to avoid affecting the mooring spaces and anchorage areas within the Causeway Bay Typhoon Shelter as far as possible;
- (m) no additional loading will be imposed on the MTR Tsuen Wan Line immersed tunnel structure and the Cross Harbour Tunnel immersed

tunnel structure and the integrity of these structures will not be affected;

- (n) the marine access rights of IL 8407 RP (A\King Shipyard), if affected, need not be reprovided but resumption of the land portion of IL 8407 RP should be minimized as far as possible;
- (o) the Wan Chai West Sewage Screening Plant will be decommissioned and demolished before the commencement of the WDII construction work; and
- (p) all existing facilities requiring reprovisioning or uprating will be kept in service until the reprovisioning/uprating works are completed and put into operation.

## **5. Deliverables**

- 5.1 The Consultants shall comply with the requirements of the Main Agreement in relation to preparation of deliverables.
- 5.2 During the course of the Assignment, the Consultants shall prepare technical and information memoranda/papers describing the findings and recommendations of the Review. The Consultants shall also prepare necessary materials for the purposes of consultation on the findings and recommendations of the Review. Besides the findings and recommendations, the Consultants may also need to present or describe the various options that have been considered in arriving at the recommendations in order to give a full picture.
- 5.3 The Consultants shall propose a schedule of reports, papers and materials to be prepared for the various tasks of the Assignment for agreement of the Director's Representative. Reports, papers and materials to be prepared by the Consultants shall include but not be limited to the following:
  - (a) Progress Reports - in accordance with Clause 9 of this Supplementary Brief, the Consultants shall submit monthly progress reports throughout the duration of the Assignment;
  - (b) Review report on the Trunk Road – the Consultants shall produce a stand-alone report on the findings and recommendations with respect to alignment, configuration, road connectivity, associated reclamation and the like of the Trunk Road, including those necessary reprovisioning works arising from reclamation for the Trunk Road,

with the materials for justifying compliance with the Overriding Public Need Test;

- (c) Review report on at-grade road - the Consultants shall produce a stand-alone report on the findings and recommendations with respect to alignment, configuration, road connectivity, associated reclamation and the like of the elevated and at-grade roads, including those necessary reprovisioning works arising from reclamation for the elevated and at grade road, with the materials for justifying compliance with the Overriding Public Need Test;
- (d) Master landscape plan for the waterfront promenade – the Consultants shall produce a master landscape plan for the waterfront promenade and the associated explanations required in accordance with Clause 6 of this Supplementary Brief;
- (e) Land-use Planning and Urban Design Review Report – the Consultants shall produce an update report on the Planning and Urban Design Final Report of the WDII Study to reflect the changes in land use planning proposed in the Review with the materials for justifying compliance with the Overriding Public Need Test;
- (f) Supplementary environmental assessment report – the Consultants shall produce a supplementary environmental review report on the revised development and reclamation proposals;
- (g) Sustainability Assessment Report – the Consultants shall produce a sustainability assessment report on the revised development and reclamation proposal;
- (h) Engineering impact assessment review report – the Consultants shall produce an engineering review report on the impacts of the revised development and reclamation proposals;
- (i) Final report – the Consultants shall produce a final report with an executive summary, in both English and Chinese, describing the findings and recommendations of the Review, with the materials for justifying compliance with the Overriding Public Need Test;
- (j) Plans and information listed in Clause 4.3 of this Supplementary Brief;
- (k) Necessary papers and reports for discussion at the Working Groups and Steering Committee; and



- (l) Draft papers, consultation digests, PowerPoint presentation materials and the like for consultation on the findings and recommendations of the Review.
- 5.4 The Consultants shall prepare, supply and present all drawings, documents and display/presentation materials required for meetings of the Steering Committee, Working Groups, District Councils ("DC's"), Legislative Council ("LegCo"), Committee on Planning, Land and Development ("CPLD"), Town Planning Board ("TPB"), Advisory Committee on Enhancement of the Water-front and other government and/or public committees and the general public including conducting a public forum or the like. The working papers shall be submitted in accordance with the implementation programme and circulated not less than 10 working days prior to the meetings or earlier as required.
- 5.5 The Consultants shall circulate the draft reports/working papers for comments by concerned parties before finalizing them. The finalized reports/working papers shall be accompanied by responses to the comments received.
- 5.6 The Consultants shall prepare sufficient copies of the reports/working papers/ drawings and the like for circulation to the concerned parties. Notwithstanding this, the Consultants shall prepare an additional 300 copies of the Executive Summary of the Final Report and 1000 copies of the consultation digests for the Review.

## 6. Services to be provided by the Consultants

- 6.1 The Consultants shall study the Judgment of the Court of Final Appeal on the JR in details and shall note in particular the following paragraphs of the Judgment :
  - (a) paragraph 44 – *“In order to implement the strong and vigorous statutory principle of protection and preservation, the presumption must be interpreted in such a way that it can only be rebutted by establishing an overriding public need for reclamation. This can conveniently be referred to as “the overriding public need test”. The statute, in conferring on the harbour a unique legal status, recognizes the strong public need to protect and preserve it. The statute envisages that irreversible loss to the extent of the reclamation would only be justified where there is a much stronger public need to override the statutory principle of protection and preservation.”*

- (b) paragraph 45 – *“Public needs would of course be community needs. They would include the economic, environmental and social needs of the community.”*
- (c) paragraph 46 – *“A need should only be regarded as overriding if it is a compelling and present need. The need has to be compelling so that it has the requisite force to prevail over the strong public need for protection and preservation. And it has to be a present need in the sense that taking into account the time scale of planning exercises, the need would arise within a definite and reasonable time frame. If the need would not arise over such a time frame, it would not have the strength to displace the presumption.”*
- (d) paragraph 47 – *“A compelling and present need goes far beyond something which is 'nice to have', desirable, preferable or beneficial. But on the other hand, it would be going much too far to describe it as something in the nature of the last resort, or something which the public cannot do without.”*
- (e) paragraph 48 – *“When there is a reasonable alternative to reclamation, an overriding need for reclamation would not be made out. There would be no such overriding need since the need could be met by the alternative means. In considering what is a reasonable alternative, all circumstances should be considered. These would include the economic, environmental and social implications of each alternative. The cost as well as the time and delay involved would be relevant. The extent of the proposed reclamation should not go beyond the minimum of that which is required by the overriding need. If it does, the overriding need for the proposed reclamation could not be established, since there would be no need for the reclamation to the extent proposed. It is necessary that each area proposed to be reclaimed must be justified.”*
- (f) paragraph 50 – *“In considering the exercise of any power in relation to any reclamation proposal, a public officer or a public body must apply the overriding public need test and decide whether it is satisfied. ... There must be materials before the decision-maker to satisfy him that there is an overriding public need for reclamation so as to rebut the presumption against it.”*
- (g) paragraph 51 – *“To enable him to be so satisfied, the materials in the case in question must be cogent and convincing. If they do not have this quality, they would not be of sufficient weight to enable the*

*decision-maker to be satisfied that the test is fulfilled. The requirement that the materials must be cogent and convincing flows from the demanding nature of the test."*

- 6.2 The Consultants shall carry out all services necessary for achieving the objective of this Assignment. These services shall include but not be limited to the following:
- (a) to liaise and review with concerned bureaux and departments on available materials for justifying the need for each area of reclamation;
  - (b) to review and update existing traffic data in accordance with the requirements in Annex A and review the configuration of the Trunk Road and the related road links;
  - (c) to review the alignment, configuration, road connectivity and the like of the Trunk Road, including the various options previously investigated under the WDII Study, and to determine the alignment and configuration of the Trunk Road, including essential connections with the elevated and at-grade roads, and the extent of reclamation required for the Trunk Road by reference to the Overriding Public Need Test;
  - (d) to liaise with RHKYC, if the RHKYC site will be affected, and to examine whether the Club can or cannot operate effectively on the reduced area and, if it cannot operate effectively on the reduced area, formulate reprovisioning proposals, including like with like reprovisioning and other options of limited reprovisioning requiring less or even no additional reclamation into the harbour;
  - (e) to review the scope of reprovisioning works resulted from reclamation for the Trunk Road, the means of reprovisioning and the extent of additional reclamation required all by reference to the Overriding Public Need Test;
  - (f) to review the findings and recommendations of the WDII comprehensive feasibility study to ensure that the proposed reclamation for the helipad site at the north-eastern corner of the Hong Kong Convention and Exhibition Centre Extension can satisfy the Overriding Public Need Test and, if this test cannot be satisfied, propose alternative with reference to the Overriding Public Need Test;

- (g) to assess the water quality impacts for the Causeway Bay Typhoon Shelter quantitatively and examine the feasibility of different measures such as diversion of existing drainage culverts to outside the typhoon shelter, engineering structures to intercept the pollutants in the drainage culverts, tackle the pollution at source, etc. and recommend the necessary mitigation, if there are:
- reclamation or structural feature in the typhoon shelter which could impede the dilution of the pollutants from the existing drainage culverts or affecting the water quality within the typhoon shelter; or
  - additional pollution sources into the typhoon shelter due to WDII development; or
  - new planning intentions around the typhoon shelter which call for higher water quality standards within the typhoon shelter;
- (h) to review the requirements of elevated and at-grade roads and reclamation required in addition to that for the Trunk Road for the baseline scenario of assuming that all developments within the adjacent approved outline zoning plans, in particular the Central District OZP and Central District (Extension) OZP, are fully developed but with no new development at the Wan Chai North OZP area and the land reclaimed for the Trunk Road will be zoned as open space;
- (i) to review and consider development proposals for the draft Wan Chai North OZP area;
- (j) to determine the additional road requirements, if any, and corresponding additional reclamation, if any, for developments proposals for the draft Wan Chai North OZP area and to review the additional reclamation required by reference to the Overriding Public Need Test;
- (k) to prepare a preliminary master landscape plan for a waterfront promenade confining to the land formed by reclamation under sub-clauses (c) to (h) above;
- (l) to review the overall land use planning of the area within the boundaries of the draft Wan Chai North OZP;

- (m) to propose measures to address the constraint that the Harbour Road Indoor Games Hall and Wan Chai Training Pool will be affected by the construction of NIL and no additional reclamation will be allowed unless the additional reclamation proposed can satisfy the Overriding Public Need Test;
- (n) to prepare a conceptual scheme of the Trunk Road, elevated and at-grade roads, reprovisioning works required, waterfront promenade and land use planning of the draft Wan Chai North OZP area;
- (o) to check preliminarily the proposed conceptual scheme against the various engineering requirements;
- (p) to recommend strategy for consulting the public on the conceptual scheme and parties to be consulted shall include at least the CPLD, TPB, LegCo, DC's and other parties as instructed by the Director's Representative;
- (q) to assist the Government in conducting consultation on the conceptual scheme;
- (r) to prepare reports on comments received from consultation;
- (s) to amend the conceptual scheme incorporating comments received from consultation;
- (t) to assist the Government in seeking endorsement on the amended conceptual plan;
- (u) to review previous findings of the various Engineering Impact Assessments of the WDII Study and similar assessments of the Trunk Road project and, if necessary, to examine and propose measures to mitigate impacts of the revised development and reclamation proposals as recommended in the amended conceptual scheme;
- (v) to conduct a supplementary environmental assessment in accordance with requirements in Annex B on the revised development and reclamation proposals as recommended in the amended conceptual scheme, to check whether the revised reclamation and roadworks would affect the findings and recommendations of the approved WDII EIA report and the Trunk Road EIA report and to propose additional mitigation measures, if necessary;

- (w) to liaise and take all necessary steps for demonstrating to DEP that the same environmental performance requirements in the approved WDII EIA report and the Trunk Road EIA report can be met by equivalent or additional measures as recommended in the supplementary environmental assessment;
- (x) to assist the Government in conducting a supplementary sustainability assessment using the Computer-aided Sustainability Evaluation Tool (hardware and software only available at the office of the Director's Representative) on the revised development and reclamation proposals as recommended in the amended conceptual scheme;
- (y) to review the construction programme for WDII, with due consideration of the latest development programmes of the SCL and the NIL, and the Trunk Road project and, if necessary, recommend measures, including entrustment arrangements between TDD and HyD, for achieving the target of commissioning the Trunk Road in 2012;
- (z) to review the land requirements, including works areas, for the projects and ensure minimum land impact on affected lots;
- (aa) to review the excavation and fill quantities and to seek endorsement from the Marine Fill Committee and Public Fill Committee as appropriate on the revised dredging quantity/mud disposal and public fill requirements respectively;
- (bb) to review the cost estimate of the WDII project and HyD's Entrusted Works;
- (cc) to prepare the plans and information as listed in Clause 4.3 above and to assist the Government in seeking endorsement on the gazettal plans prepared;
- (dd) to recommend strategy for consulting the public on the gazettal plans and to assist the Government in consulting the public on the gazettal plans;
- (ee) to amend the gazettal plans to incorporate comments received during consultation and to assist the Government in seeking endorsement on the amended gazettal plans;
- (ff) to assist the Government in gazetting the plans and in resolving objections received;

(gg) to obtain quotations for production of a computer animation of the revised reclamation and development proposal in accordance with the requirements specified in Annex C, and to supervise the computer animation work; and

(hh) to obtain quotations for providing a new physical model for Central and Wan Chai Reclamation and to supervise the model making work.

6.3 The Consultants shall liaise closely with all relevant parties of concurrent or planned projects in the vicinity on interface issues with the projects to be implemented, including but not limited to the CRIII, Causeway Bay Flyover Reconstruction, SCL and NIL projects, and in particular, taking into account the latest development programmes and alignments of the SCL and the NIL. The Consultants shall also take account of the findings and recommendations made in EMSD's Water-cooled Air-conditioning Implementation Study for Wan Chai & Causeway Bay Districts (Agreement No. CE 47/2001) in the Review, in particular, the proposed District Cooling System (DCS) in Wan Chai, and the Environmental and Engineering Feasibility Assessment Study (Agreement No. CE 42/2001) in relation to the way forward of the Harbour Area Treatment Scheme.

6.4 The Consultants shall liaise with the concerned bureaux and departments at the early stage of the Review on the need to re-provision affected existing facilities. The Consultants shall also liaise with all affected parties for whom re-provisioning works would be required to address interface issues and, if appropriate, to recommend implementation arrangement to ensure timely re-provisioning of the facilities.

6.5 For the avoidance of doubt, the Consultants shall be responsible for the circulation and dispatch of all reports/working papers and the like produced under this Assignment.

## **7. Response to Queries**

7.1 The Consultants shall respond to queries on the Review within three months after submission of the Final Report.

## **8. Programme of Implementation**

8.1 The date of commencement of this Supplemental Agreement shall be the date of the Supplemental Agreement.

- 8.2 The Consultants shall complete all services required under this Assignment, except those related to consultation on the gazettal plans and resolving objections thereto, within 16 months from the date of commencement of the Supplemental Agreement.
- 8.3 Pursuant to Clause 26 of the General Conditions of Employment, the Consultants shall submit the draft Programme and revised draft Programmes to the Director's Representative for comments and agreement according to the following schedule:
- (a) submission of the draft Programme within 1 week from the commencement of the Supplemental Agreement;
  - (b) submission of the revised draft Programme within 1 week from receipt of the comments on the draft Programme until acceptance by the Director's Representative; and
  - (c) submission of the Programme and subsequent revised versions within 1 week from instructions of the Director's Representative.
- 8.4 The Programme shall contain the activities to be carried out, target/key dates for particular tasks and any decision dates that may be required for the uninterrupted progress of the Assignment. The Consultants shall discuss and agree with the Director's Representative the timing of submission of working papers, reports, plans and other Deliverables for inclusion in the Programme.
- 8.5 The key dates of the milestone events of this Assignment shall be completed in accordance with the following schedule:

Milestone events	Key date (from commencement of Supplemental Agreement)
1. submission of draft inception report	end of 1 <sup>st</sup> week
2. completion of review on Trunk Road and associated re-provisioning works, including extent of reclamation required	end of 4½ months
3. completion of review on at-grade road, promenade, land uses and conceptual scheme, including extent of reclamation required	end of 6½ months
4. submission of all materials for seeking endorsement on the conceptual scheme	end of 7 months



5. submission of report on results of public consultation	end of 11½ months
6. submission of Final Report and the executive summary of the Final Report and all draft drawings and information related to gazettal	end of 16 months

8.6 Except otherwise specified, the key dates in Clause 8.5 refer to the submission of the final version of related reports/working papers. The Consultants shall allow sufficient time for circulation and commenting by concerned parties on the draft version of the reports/working papers.

8.7 The Consultants shall endeavour to ensure that the Assignment is implemented in accordance with the Programme and shall submit regular Programme Reviews.

## 9. Progress Reports

9.1 On or before the 5<sup>th</sup> working day of each month after the commencement of this Supplemental Agreement, the Consultants shall submit to the Director's Representative 10 copies of the progress reports at monthly intervals on all aspects of the services required under this Supplemental Agreement, and also the structure of their review team. The reports shall include a list of those parts of the services the execution of which are behind the Programme, with explanations for the delay and proposals to expedite progress so as to complete the services on time. The reports shall also highlight any changes to the review team, giving justifications for the changes. In addition, the reports shall include updated expenditure forecasts.

## 10. Control of the Project and Assignment -

10.1 On commencement of the Assignment, the Consultants shall notify the Director's Representative the names of the Project Director, Project Manager and key members of their review team. A Steering Committee and two Working Groups will be formed for administering the Review.

### 10.2 Steering Committee

(a) The Steering Committee will be chaired by DPM/HKI&I, TDD and to be represented by officers of at least D1 rank from concerned bureaux and departments, and shall be attended by the Consultants' Project

Director and his senior staff. The Committee will provide directives for the Review and endorse recommendations from the Working Groups and the final report of the Review. The Consultants shall attend meetings of the Steering Committee.

- (b) The membership of the Steering Committee will be as follows:

Deputy Project Manager/HKI&I, TDD (Chairman)

Representatives from:

Secretary for Housing, Planning and Lands

Secretary for the Environment, Transport and Works

Commissioner for Transport

Director of Highways

Director of Planning

Director of Marine

Director of Civil Engineering

Director of Drainage Services

Director of Environmental Protection

Director of Water Supplies

Director of Lands

Controller of Government Flying Service

Commissioner for Tourism

### 10.3 Working Groups

- (a) Two Working Groups will be formed and meetings will be held to provide general and technical guidance to the Consultants in their tasks required by this Supplementary Brief and to facilitate exchange of information. The Consultants shall attend meetings of these Working Groups.

- (b) The Working Groups are as follows: –

(i) Engineering Working Group

This Working Group will be chaired by Chief Engineer (HK2)/HKI&I of Territory Development Department and to be represented by officers of at least senior professional rank from concerned bureaux and departments, to discuss on engineering related matters and to endorse the relevant working papers and reports of the Review.

(ii) Planning Working Group

This Working Group will be chaired by District Planning Officer/HK of Planning Department and to be represented by officers of at least senior professional rank from concerned bureaux and departments, to discuss on planning related matters and to endorse the relevant working papers and reports of the Review.

- 10.4 For environmental related matters, an Environmental Study Management Group (ESMG) will be set up in accordance with EIAO Guidance Note No. 2/2002 to facilitate early identification of any potential difference in views and to provide a forum to resolve the issues.
- 10.5 The Consultants shall maintain necessary liaison and consultation with the relevant Government departments and other relevant parties throughout the course of the Assignment. The Director's Representative shall be involved in such discussions whenever necessary. Correspondence recording decisions reached in discussions with Government departments and other parties shall be copied to the Director's Representative and to other departments that are likely to be affected.
- 10.6 Further to Clause 13 of the General Conditions of Employment, the Consultants will be required to attend external meetings and provide presentation materials for the following committees, conferences, councils, boards, meetings and any other public consultation bodies and forums as required by the Director's Representative:
- (i) LegCo Council meetings;
  - (ii) District Councils meetings;
  - (iii) Advisory Council on the Environment (ACE) meetings;
  - (iv) Advisory Committee on Enhancement of the Water-front;
  - (v) Town Planning Board meetings;
  - (vi) Advisory Committee on Appearance of Bridges and Associated Structures meetings;
  - (vii) Port Operation Committee meetings;
  - (viii) Pilotage Advisory Committee meetings;
  - (ix) Provisional Local Vessel Advisory Committee meetings;
  - (x) meetings/conferences/open forums with the public, organisations and individual LegCo members and/or District Council members;
  - (xi) meetings with parties affected by the project; and

(xii) meetings with relevant Government bureaux and departments.

The estimated maximum number of the above meetings/presentation is 155 for external meeting only.

11. **Insurance**

11.1 The insurance cover to be maintained in accordance with the Main Agreement shall be extended to cover the services required under this Supplemental Agreement.

### **Requirements for traffic model updating**

1. The WDII traffic models shall be updated taking into account the latest updated set of Territorial Population and Employment Data Matrices and incorporating the latest aspirations particularly in respect of minimum reclamation within the harbour. Design years of 2011, 2016 and 2021 for producing traffic projections shall also be included. In addition, latest economical data, development, road and railway network etc. should be included in the model.
2. The revised traffic model shall be calibrated and validated, taking into account the latest Annual Traffic Census and other traffic survey results published by TD. If found necessary, additional traffic survey or traffic count shall be carried out for the purpose of calibrating and validating the revised traffic model. This calibrated and validated model shall form the Base Year Model for assessing the future design years traffic conditions.
3. Appropriate traffic model analysis should be carried out to re-confirm the configuration for the Central-Wan Chai Bypass tunnel, especially the two tunnel boxes on each side of the main tunnel boxes, and IECL within the WDII area.
4. The traffic situation at the various design years if the Trunk Road is not built shall also be assessed.

**Requirements for supplementary environmental assessment**

1. to assess quantitatively on whether the findings of the noise impact assessment of and the mitigation measures proposed in the WDII EIA report and the Trunk Road EIA report would have to be revised and, if so, propose additional mitigation measures;
2. to assess quantitatively on whether the findings of the air quality impact assessment of and the mitigation measures proposed in the WDII EIA report and the Trunk Road EIA Report would have to be revised and, if so, propose additional mitigation measures;
3. to assess quantitatively on whether the findings of the water quality impact assessment of and the mitigation measures proposed in the WDII EIA report an the Trunk Road EIA report would have to be revised and, if so, propose additional mitigation measures;
4. to update the landscape and visual impact assessment of the WDII EIA report and the Trunk Road EIA report to address any proposed change in the alignment and/or configuration of the Trunk Road and at-grade road, extent of reclamation and the land uses;
5. to update other environmental aspects such as ecology, waste and contaminated mud disposal, EM&A plan and implementation schedule, and any other new issues that may come up due to the recommended changes;
6. to liaise with EPD and other concerned departments for conducting the above assessments; and
7. to prepare a report on the above.

**Requirements for the computer animation**

1. The purpose of the computer animation is to provide a virtual reality model of the revised reclamation, key transport infrastructure and development proposals to the viewers as if they were placed in the area after the proposals are implemented. The Consultants shall recommend the coverage of the computer animation. However, it should be detailed enough for the viewers to have a clear understanding of the proposals.
2. The computer animation shall be in three versions: English, Cantonese and Putonghua.
3. The Consultants shall submit their technical and cost proposals for production of the computer animation for the approval of the Director's Representative before commencement of the production work.
4. The Consultants shall submit all draft versions of the computer animation for comments by the Director's Representative and, if required, by other concerned bureaux and departments.
5. The Consultants shall submit totally nine VCDs for the subsequently revised versions of the computer animation incorporating all relevant comments, with three VCDs for each version.
6. After the consultation on the conceptual scheme and finalization of the recommended reclamation and development proposal, the Consultants shall update all versions of the computer animation. The Consultants shall submit another nine VCDs for all versions of the finalized computer animation, with three VCDs for each version.

**Agreement No. CE 54/2001 (CE)  
Wan Chai Development Phase II  
Design and Construction**

**Supplemental Agreement No. 1**

**Planning and Engineering Review**

**Schedule II**

**Supplementary Schedule of Fees**



**Agreement No. CE 54/2001 (CE)  
Wan Chai Development Phase II  
Design and Construction**

**Supplemental Agreement No. 1**

**Planning and Engineering Review**

**SCHEDULE II**

**SUPPLEMENTARY SCHEDULE OF FEES**

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- Definition 1. 'approved' hereinunder means approved in writing by the Director's Representative before the cost, remuneration or expense is incurred.
- Basis of Fee 2. (A). The remuneration of the Consultants for the performance of the Services other than in respect of the Resident Site Staff shall be a Lump Sum of **HK\$11,119,000.00**, subject to the limitations, reservations and adjustments in Supplementary Schedule of Fees Clauses 4, 5, 6 & 7 and adjustments under sub-clause (B) of this clause.
- (B) (i) There shall be no adjustment in the Lump Sum until the first anniversary of the date on which this Supplemental Agreement is due to commence. An adjustment proportional to any increase or decrease in the "Consumer Price Index (C)" over the year immediately preceding the adjustment shall be applied on the day after the first and every subsequent anniversary to the balance of the Lump Sum still unearned according to the Payment Schedule at the time of the adjustment.
- (ii) "Consumer Price Index (C)" in this Supplementary Schedule of Fees shall mean the Consumer Price Index (C) (October 1999 - September 2000 based) compiled by the Census and Statistics Department, and published monthly in the Hong Kong Monthly Digest of Statistics, or, in the event that the Index ceases to be compiled, such other Consumer Price Index as is, in the opinion of the Secretary for the Environment, Transport and Works, substantially equivalent.
- Interim Payment 3. (A) Interim payments on account for the fee stipulated in sub-clause (A) of Supplementary Schedule of Fees Clause 2 shall be made in such amounts and at such times as are set out in the Payment Schedule below :

**Payment Schedule**

<b>On Submittal of Deliverables</b>	<b>% of the Lump Sum</b>	<b>Payment (HK\$)</b>
(1) Inception Report	3.00	333,570.00
(2) Draft Review Report on Trunk Road	15.00	1,667,850.00
(3) Finalized Review Report on Trunk Road	5.00	555,950.00
(4) Draft Review Report on at-grade roads	10.00	1,111,900.00
(5) Finalized Review Report on at-grade roads	5.00	555,950.00
(6) Master Landscape Plans	5.00	555,950.00
(7) Conceptual scheme, Consultation Digest on conceptual scheme and related information for consultation as a deliverable in the Supplementary Brief	3.00	333,570.00
(8) Report on results of consultation on conceptual scheme	3.00	333,570.00
(9) Draft Planning and Urban Design Update Report	3.00	333,570.00
(10) Finalized Planning and Urban Design Update Report	2.00	222,380.00
(11) Draft Engineering Impact Assessment Review Report	10.00	1,111,900.00
(12) Finalized Engineering Impact Assessment Review Report	3.00	333,570.00
(13) Draft Supplementary Environmental Assessment Report	10.00	1,111,900.00
(14) Finalized Supplementary Environmental Assessment Report	3.00	333,570.00
(15) Plans and information listed in Clause 4.3 of the Supplementary Brief	3.00	333,570.00
(16) Consultation Digest for gazetted plans and related information for consultation	3.00	333,570.00

On Submittal of Deliverables	% of the Lump Sum	Payment (HK\$)
(17) Draft Final Review Report and Executive Summary	5.00	555,950.00
(18) Finalized Final Review Report and Executive Summary	5.00	555,950.00
(19) Upon completion of all duties of this Supplemental Agreement to the satisfaction of the Employer.	4.00	444,760.00
<b>Total</b>	<b>100.00</b>	<b>11,119,000.00</b>

(B) The Payment Schedule is subject to adjustment at any time as may be required by the Director's Representative in agreement with the Consultants in accordance with the requirements of the Deliverables, Services to be provided by the Consultants and the programme of Implementation as specified in the Supplementary Brief.

Expenses

4. In addition to the Lump Sum stipulated in Supplementary Schedule of Fees Clause 2, the Consultants shall be reimbursed by the Employer out-of-pocket expenses actually and properly incurred by them in respect of :
- (i) the cost of approved boring tests, trial pits, test piles, models, soil investigations, field trials and other special investigations;
  - (ii) the cost for a new physical model for Central and Wan Chai Reclamation; and
  - (iii) the cost for a computer animation of reclamation and development proposal.

Schedule of Fees of the Main Agreement to apply

5. Clauses 5, 6, 7 & 8 of the Schedule of Fees of the Main Agreement shall apply to this Supplemental Agreement.