# 立法會 規劃地政及工程事務委員會 檢討中區海旁(包括添馬艦舊址)規劃小組委員會

# 2007年6月28日會議的跟進事項

# 跟進事項

委員要求政府當局提交下列資料:

- (a)「中環新海濱城市設計研究」的顧問大綱及合約副本;及
- (b) 研究範圍內已規劃的用地的最新總樓面面積的數字及與過 往的數字作出比較。

# 當局的回應

- (a)「中環填海區城市設計研究」(亦名「中環新海濱城市設計研究」)的顧問合約(包括顧問大綱)副本,可參見附件 I (只供英文本)。
- (b) 研究範圍內已規劃用地最新預計總樓面面積的數字及與過 往數字作出的比較,可參見下表。一幅顯示城市設計研究的 研究範圍內主要用地(以數字標示)的圖則,載於附件 II。

| 用地編號* | 擬議土地用<br>途  | 過往預計的<br>總樓面面積 <sup>@</sup><br>(平方米) | 最新預計的<br>總樓面面積<br>(平方米) | 備註   |
|-------|---|--------------------------------------|-------------------------|--|
| 2     | 毗連中環4至6號碼為別人 一次 一級 一級 一級 一级 | 92,465                               | 92,465                  | 根據中區分區計劃大<br>網核准圖的《註釋》,<br>「綜合發展區(2)」用<br>地的最大總樓面面積<br>為 55,740 平方米,而<br>「商業」用地並無最大<br>總樓面面積的限制。先<br>前的交通研究假設這 |

| 用地編號* | 擬議土地用<br>途   | 過往預計的<br>總樓面面積 <sup>@</sup><br>(平方米) | 最新預計的<br>總樓面面積<br>(平方米) | 備註   |
|-------|--|--------------------------------------|-------------------------|--|
|       |  |                                      |                         | 兩幅地點的總樓面面積為 92,465 平方米。  |
| 3     | 皇后像廣場<br>以北的「綜合<br>發展區」用地                          | 190,875                              | 190,000                 | 中區(擴展部分)分區計劃大綱核准圖的《註釋》沒有就該用地訂定總樓面面積的限制,說明書估計該用地的最大商業/零售用途總樓面面積為190,000平方米。 |
| 4     | 大會堂以北<br>的「其他指旁<br>有關的用<br>及(與商業<br>)」用地           | 40,879                               | 14,580                  | 最新預計房間 中的而規同中 環計 的 原 是 對 不   |
| 5     | 添馬艦發展<br>用地<br>(包括政府總<br>部大樓、立法<br>會綜合大樓<br>及休憩用地) | 342,975                              | 125,987                 | 於 2006 年 6 月獲立法會財務委員會批准撥款的添馬艦發展工程,總樓面面積約125,987 平方米。                       |

| 用地編號*         | 擬議土地用 途   | 過往預計的<br>總樓面面積 <sup>@</sup><br>(平方米) | 最新預計的<br>總樓面面積<br>(平方米) | 備註   |
|---------------|---|--------------------------------------|-------------------------|--|
| 6             | 「政府、機構<br>或社區(2)」用<br>地                           | 146,087                              | 58,000                  | 中區(擴展部分)分區<br>計劃大綱核准圖沒有<br>訂定總樓面面積的限<br>制,估計約 58,000 平<br>方米(按地積比率 5 倍<br>計算),擬作文娛及康<br>樂設施。 |
| 7a<br>及<br>7b | 中信分以 原因 原 是 所 是 所 是 所 是 所 是 所 是 的 是 的 是 的 是 的 是 的 | 7a: 14,387<br>7b: 10,028             | -                       | 按灣仔發展計劃第二期檢討的最新土地用途建議,該兩幅用地會改作「休憩用地」。  |
| 8             | 中信大厦以<br>東的「政府、<br>機構或社區<br>(3)」用地(部<br>分)        | 19,320                               | 6,440                   | 中區(擴展部分)分區計劃大綱核准圖沒有訂定總樓面面積的限制,估計約6,440平方米(按地積比率5倍計算)。  |
| 9             | 毗連中環7及8號碼頭的「其他指定用途(碼頭及有關設施)」用地                    | 2,245^                               | 2,521                   | 按城規會於 2006 年批准 的 規 劃 申 請 編 號 A/H24/9 的 最 新 總 樓 面面積。  |
|               | 總數  | 859,261                              | 489,993                 |  |

# 註:

- \* 見附件 II 的圖例。
- 過往預計的總樓面面積節錄自運輸署於2005年9月發表的「共建維港委員會灣仔發展第二期檢討小組委員會可持續運輸規劃及中環灣仔繞道的專家小組論壇-給專家小組的提案」。
- ^ 城規會於 2002 年批准的規劃申請編號 A/H24/7 的擬議總 樓面面積。



AGREEMENT NO. CE 62/2006 (TP)

# CENTRAL RECLAMATION URBAN DESIGN STUDY - FEASIBILITY STUDY

AGREEMENT EXECUTED ON 26 MARCH 2007

PLANNING DEPARTMENT

**AEDAS LIMITED** 

# Agreement No. GE 62/2006 (TP)

# Central Reclamation Urban Design Study - Feasibility Study

# Contents

- L Memorandum of Agreement
- 2. Assignment Brief
- 3. General Conditions of Employment of Engineering and Associated Consultants for a Feasibility Assignment
- 4. Special Conditions of Employment
- 5. Schedule of Fees
- 6 Relevant Correspondences

Agreement No. CE 62/2006 (TP)

# Central Reclamation Urban Design Study -Eeasibility Study

MEMORANDUM OF AGREEMENT

# Agreement No. CE 62/2006 (TP) Central Reclamation Urban Design Study – Feasibility Study

### MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made on the 26<sup>th</sup> March 2007 BETWEEN THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION of 17/F, North Point Government Offices, 333 Java Road, North Point, Hong Kong (hereinafter called "the Employer") of the one part and AEDAS LIMITED of 19<sup>th</sup> floor, 1063 King's Road, Quarry Bay, Hong Kong (hereinafter called "the Consultants") of the other part

WHEREAS the Employer requires the Consultants to provide professional services in respect of Central Reclamation Urban Design Study – Feasibility Study (hereinafter called "the Assignment") details of which are set out in the Assignment Brief annexed hereto

AND WHEREAS the Consultants have agreed to provide such services in accordance with the Assignment Brief, the General Conditions of Employment of Engineering and Associated Consultants and the Special Conditions of Employment annexed hereto (both of which are hereinafter referred to as "the Conditions"), and subject to the payment to them by the Employer of the fees and other payments set out in the Schedule of Fees annexed hereto

#### NOW THEREFORE IT IS AGREED AS FOLLOWS:-

- 1. This Agreement shall comprise:
  - (a) The Assignment Brief
  - (b) The Conditions
  - (c) The Schedule of Fees
  - (d) The Relevant Correspondences ·

all of which documents are annexed hereto and marked "Agreement No. CE 62/2006 (TP)"

- 2. The Director for the purposes of this Agreement shall be the Director of Planning.
- 3. In consideration of the payments made at the times and in the manner set forth in the Agreement by the Employer, the Consultants hereby undertake to perform and complete the said services subject to and in accordance with the Agreement.

IN WITNESS this 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
Miss Ophelia Y S WONG
Deputy Director of Planning
Planning Department

in the presence of
Mr. Raymond T L CHIU
Assistant Director of Planning
Planning Department

SEALED with the COMMON SEAL of
Adeas Limited
and SIGNED by
Mr. Kyran SZE

Executive Director

In the presence of Ms. Irene IP

Director

# Agreement No. CE 62/2006 (TP)

# Central Reclamation Urban Design Study - Feasibility Study

ASSIGNMENT BRIEF

# PLANNING DEPARTMENT THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

# Agreement No. CE 62/2006 (TP)

# Central Reclamation Urban Design Study - Feasibility Study

# ASSIGNMENT BRIEF

|       | July 1     |                         | ., Table                              | of Contents  | and the second                                 |         |
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| 14.   | Informati  | оп <b>and</b> Faciliti  | ies Provided                          | by the Employ  | :<br><b>'er</b>                                |         |
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| Anne  | χυ:        | iviembership            | and Terms of                          | Reference of t   | he Study Steerin                               | g Group |
|       |            |                         |                                       |  | ·  |         |

# PLANNING DEPARTMENT THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

### Agreement No. CE 62/2006 (TP)

## Central Reclamation Urban Design Study - Feasibility Study

# ASSIGNMENT BRIEF

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#### 1. INTRODUCTION

- 1.1 This Brief is to be read in conjunction with the Memorandum of Agreement, General Conditions of Employment for a Feasibility Assignment, Special Conditions of Employment and Schedule of Fees.
- 1.2 The following words and expressions shall have the meaning hereby assigned to them except where the context of this Brief otherwise requires:
  - "The Study" means "Central Reclamation Urban Design Study Feasibility Study"

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- "CR I to III" means Central Reclamation Phases I to III
- "OZP" means Outline Zoning Plan
- "TPB" means Town Planning Board
- "PlanD" means Planning Department
- "HEC" means Harbour-front Enhancement Committee
- "CharM" means Central Harbourfront and Me
- "WDII" means Wan Chai Development Phase II
- "CFA" means Court of Final Appeal
- "CE in C" means Chief Executive in Council
- "MLP" means Master Layout Plan
- "UDFP" means Urban Design Framework Plan
- "PNP" means Pedestrian Network Plan
- "LSP" means Landscape Strategy Plan
- "AVA" means Air Ventilation Assessment
- "PR" means Plot Ratio
- "GFAs" means Gross Floor Areas

"SA" means Sustainability Assessment

"CASET" means Computer-aided sustainability evaluation tool

"CD" means Consultation Digest

"PEW" means Public Engagement Workshop

"PER" means Public Engagement Report

"PBK" means Public Briefing Kit

"Director" means the Director of Planning of Planning Department

"DR" means Director's Representative or such other person as may be designated and appointed by the Director and notified in writing to the Consultant

"Employer" means the Government of the Hong Kong Special Administrative Region

"Government" means The Government of the Hong Kong Special Administrative Region

"SSG" means Study Steering Group

SWG" means Study Working Group

"CLM" means Consultant Liaison Meeting.

"WP" means Working Papers

"R" means Inception Report

"DFR" means Draft Final Report

"DES" means Draff Explanatory Statement

: .... FR" means Final Report

"ES" means Executive Summary

#### 2. BACKGROTIND

2.1 The planning for the CRI to III started in the 1980s. Studies on the land use and urban design proposals of the Central Reclamation and the Wan Chai Reclamation had been carried out since the early 1990s. In the late 1990s, in the light of the Protection of Harbour Ordinance, the proposals for CRIII were reviewed and a reduced reclamation was adopted. The urban design concept of the area was subsequently incorporated in the Approved Central District (Extension) OZP No.S/H24/2.

- 2.2 The Central Harbourfront is currently covered by the Approved Central District (Extension) OZP No. S/H24/6 and the Approved Central District OZP No. S/H4/12, which were approved in 2002 and 2003 respectively under the Town Planning Ordinance after undergoing a due statutory process involving extensive public consultation. They provide a land use and planning framework for future developments in the area.
- 2.3 Subsequent to the CFA judgment of January 2004 relating to the Protection of the Harbour Ordinance, the Government has undertaken a further review on CRIII demonstrating that the CRIII was able to meet the "overriding public needs" test laid down by the CFA. The findings of the CRIII Review were further endorsed by CE in C in April 2004.
- 2.4 In considering several rezoning requests/application in relation to the Central District (Extension) OZP in August 2005 and March 2006 respectively, the TPB has reaffirmed the land use zonings of the current plan and rejected the requests/application. After considering the rezoning requests in August 2005, TPB requested PlanD to refine the existing urban design framework and to prepare planning/design briefs to guide future development of the key sites in CRIII. This Assignment on the Study has therefore been commissioned.
- To facilitate better public understanding of the vision and planning 2.5 objectives for the Central Harbourfront, PlanD in May 2006 released an illustrative design concept for the New Central Harbourfront based on the relevant approved OZPs and the planning objectives originated from the "Vision Statement for the Victoria Harbour" of the TPB, and the "Harbour Planning Principles" of the HEC. The illustrative design concept for the New Central Harbourfront, i.e. a vibrant and green harbourfront, draws on three key design emphases, namely (a) creating vibrancy and diversity; (b) creating enjoyable public spaces; and (c) creating a green unifying edge to our Harbour and Central Business District. It shows one of the possible design alternatives for the key developments within the land use framework of the relevant approved OZPs. This illustrative design concept will be used as a starting point for the refinement of the urban design framework for the Central Reclamation and the preparation of planning/design briefs for key development sites in the Assignment.

## 3. OBJECTIVES OF THE ASSIGNMENT

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- 3.1 The objective of this Assignment is to refine the existing urban design framework for the Central Reclamation on the relevant approved OZPs (Approved Central District OZP No.S/H4/12 and Approved Central District (Extension) OZP No.S/H24/6), taking into account the "Vision Statement for Victoria Harbour" of the TPB, the "Harbour Planning Principles" of the HEC, the Urban Design Guidelines in the Hong Kong Planning Standards and Guidelines and other relevant considerations including the Design Brief prepared under the CharM public participatory programme and promulgated by HEC. On the basis of the land use and planning framework of the relevant approved OZPs, a refined urban design framework for the new Central Harbourfront, planning/design briefs for the key development sites, and urban design controls will be formulated to guide the future developments on the Central Reclamation with a view to:
  - (a) evaluating and refining the design concept and mix of uses, building heights, bulk and forms of the planned developments where appropriate;

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(b) ensuring the compatibility of the developments in the Central Reclamation with the waterfront setting and surrounding environment;

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(c) enhancing the vibrancy, identity, visual quality and permeability of the Central Reclamation and its surrounding areas;

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- (d) promoting integration with the hinterland and facilitating connectivity and pedestrian access to the waterfront; and
  - (e) facilitating proper implementation of the urban design proposals.
  - 3.2 The Assignment will include engagement of the public in the study process.

#### 4. DESCRIPTION OF THE ASSIGNMENT

#### Study Area

- 4.1 The Study Area is shown on the extract plan at Annex 1. It covers the entire planning scheme area of the Approved Central District (Extension) OZP (the eastern end of which is now under review in the WDII Planning and Engineering Review) and the adjacent waterfront area of CRI, namely Central Piers No.1 to 6 and adjoining pedestrian areas and open spaces, the "CDA(2)" site and the "C" site covered by the Approved Central District OZP.
- 4.2 The key development sites are:

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Site 1a "Comprehensive Development Area (2)" ("CDA(2)") site at Central Piers No. 4 to 6 and the adjoining "Open Space" sites and pedestrian areas on the waterfront

- Site 1b "Commercial" ("C") site adjacent to the International Finance Centre II and the elevated walkway links to the adjacent sites
- Site 2 "Comprehensive Development Area" ("CDA") site with landscaped pedestrian deck and commercial complex and the elevated walkway links to the adjacent sites
- Site 3 Promenade along the waterfront of CRIII
- Site 4a "Other Specified Uses (2)" annotated "Waterfront Related
  Commercial and Leisure Uses" ("OU(2) (Waterfront Related
  Commercial and Leisure Uses)") site and the "OU(Elevated
  Walkway)" area to the north of City Hall and People's
  Liberation Army Hong Kong Garrison Headquarters
- Site 4b "Other Specified Uses (2)" annotated "Waterfront Related Commercial and Leisure Uses" ("OU(2) (Waterfront Related Commercial and Leisure Uses)") site and the "OU(Elevated Walkway)" area to the southeast of the proposed waterfront promenade
- Site 4c "OU(3) (Waterfront Related Commercial and Leisure Uses)" site to the northeast of the landscaped pedestrian deck
- Site 5 "Government, Institution or Community (2)" ("G/IC(2)") site to the north of CITIC Tower.

#### Main Tasks

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4.3 The Consultant shall undertake and be responsible for all the main tasks and supplementary requirements for the Study as set out below:

# Task 1: Examination of Planning and Design Context

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- 4.3.1 The Consultant shall, having taken into consideration the planning objectives of the Study Area recommended in the relevant plans and studies including the planning intentions as set out in the relevant approved Outline Zoning Plans, the illustrative design concept of the New Central Harbourfront released by PlanD in May 2006 and other relevant considerations evaluate and establish the urban design objectives for the Study Area.
- 4.3.2 The Consultant shall make use of the available information established in the relevant plans and studies for the Study Area, updated and verified information from Government and other public sources to evaluate the existing urban design framework of the Study Area and the urban design concept for the key development sites set out in clause 4.2, and to identify design opportunities, constraints and issues related to improvements to the current urban design framework.

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- 4.3.3 In undertaking the evaluation, the Consultant shall set out the key urban design components of the Study Area (including the existing and the planned developments, built-forms, building heights, massing, physical setting, development skyline, public spaces, transport corridors like Road P2 and the Central-Wan Chai Bypass, internal and external pedestrian links, water edges, landmarks, historical link, landscape, focal points, activity nodes, view corridors, breezeways etc.) and consolidate the key urban design issues for the Study Area.
- 4.3.4 Throughout the examination process of the planning and urban design context, the Consultant should analyze previous public views expressed on the planning and design of the Central Agreement No.CE62/2006 (TP) Central Reclamation Urban Design Study Feasibility Study p.7/42

  Assignment Brief

Harbourfront and examine the relevant OZPs, studies and guidelines including those listed in Annex 2.

# Task 2: Refinement of Urban Design Framework and Preparation of Landscape Strategy Plan

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- 4.3.5 Within the land use and planning framework of the approved OZPs and taking into account the illustrative design concept of the New Central Harbourfront released in May 2006, the Consultant shall refine the current urban design framework. The refined urban design framework should cover the existing and planned developments, built-forms, building heights, massing, physical setting, development skyline, landmarks, focal points, activity nodes, view corridors, breezeways, character precincts, public spaces, transport corridors, transport connections, pedestrian links, car parking provision, visitors attractions, historical links of Central taking into account the various issues, opportunities and constraints identified in Task 1. A MLP and an UDFP with explanatory statements should be prepared to illustrate the refined urban design framework.
- 4.3.6 The Consultant shall explore further improvement to the internal and external pedestrian linkages in the Study Area and their interface with existing pedestrian network. The refinement of the pedestrian network includes defining the major pedestrian corridors and studying an appropriate combination of at-grade connections, elevated footbridges/ walkways, open space decks and subways within the Study Area. A PNP with an explanatory statement should be prepared to illustrate the refined urban design framework.

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4.3.7 The Consultant shall prepare a LSP with an explanatory statement for a coherent open space and landscape network including existing and planned parks, plazas, promenades, other public realm and streetscape. The open space network should incorporate active and passive uses appropriate for the Central Harbourfront and be able to accommodate diversified and complementary functions for public enjoyment. In preparing the

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Assignment Brief

LSP, the Consultant shall refine the existing open space and landscape framework, define the landscape character and overall theme for the Study Area, and sub-themes for the individual open space and landscape components. It shall also include greening strategy for the key development sites, major traffic arteries, pedestrian corridors and pedestrian decks.

4.3.8 The contents and formats of the MLP, the UDFP, the PNP, and the LSP and the explanatory statements shall be agreed with the DR prior to preparing the documents.

# Task 3: Evaluation and Refinement of Design Concepts of Key Development Sites

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4.3.9 Based on the refined urban design framework completed in Task ..... 2, the Consultant shall evaluate and refine the design concepts and planning parameters of each of those key development sites mentioned in clause 4.2 above. The evaluation and refinement shall cover the mix of uses, building heights, setback requirements, public realm, non-building areas, built forms, tourism attractions, physical and visual linkages, protection of the ridgeline and harbour view, reinforcement of the historic value of Central, greening strategy, design themes and landscape planning concept, etc. The design concepts for Sites 1a, 1b, 2, 3 and 4a should adopt those presented in the illustrative design .... concept for the New Central Harbourfront released by PlanD as a . . starting point. In relation to the historical link, the Study should examine, amongst others, how to incorporate the special features of the old Star Ferry Pier and its clock tower and Queen's Pier into the design of Site 3 or other public open spaces in the Study Area.

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4.3.10 Based on the design concepts, the Consultant shall examine the GFAs, building heights, built form, boundaries of land disposal/allocation and other planning parameters of the key development sites, investigate their architectural feasibility (including design options) and refine the planning parameters where appropriate. Unless there are very strong reasons, the

Study should not result in any major change to the maximum PRs/GFAs and building heights specified in the relevant OZPs.

4.3.11 The architectural feasibility study shall demonstrate compliance with the Buildings Ordinance and the allied Regulations in respect of GFA, PR, site coverage, building height, respective GFA exemptions, non-accountable GFAs, and bonus GFAs (if applicable) and other planning parameters.

# Task 4: Preparation of Planning/Design Briefs or Conceptual Landscape Design Guidelines and Identification of Design Control Mechanisms

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- 4.3.12 The Consultant shall prepare planning/design briefs with supporting illustrative materials for the "CDAs" in Sites Ia and 2 to guide the future preparation of Master Layout Plans for consideration under the Town Planning Ordinance in the detailed planning and design stage.
- 4.3.13 The Consultant shall prepare design briefs and conceptual landscape guidelines and with supporting illustrative materials to guide the future design of the waterfront promenade in Site 3.
  - 4.3.14 The Consultant shall prepare planning/design briefs with supporting illustrative materials for Site 1b zoned for "C" use, Sites 4a, 4b and 4c zoned for "OU(2)" for waterfront related commercial and leisure uses (and with elevated walkway links for Sites 4a and 4b), and Site 5 zoned "G/IC (2)" for possible cultural and recreational uses to guide the detailed planning and design of the new development sites.
  - 4.3.15 The planning/design briefs should include amongst others the background, planning and urban design context, objectives, development parameters and requirements, as well as the development programme. The contents and formats of the planning/design briefs shall be agreed with the DR prior to preparing the documents.

- 4.3.16 The Consultant shall formulate design and development controls mechanisms for key development sites listed in clause 4.2 so as to take forward the urban design concepts and landscape guidelines.
  - In addition to the main tasks specified in clause 4.3 above, the 4.4 Consultant is required to perform the following tasks:

# Inputs to Air Ventilation Assessment

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- 4.4.1 In the process of and prior to completing the preparation of planning/design briefs under Task 4, the Consultant shall provide necessary design concepts and building layouts for PlanD's term consultant to carry out AVA for the major development sites around the ferry piers. The PlanD's term consultant will assess the design schemes with up to a maximum of two different development options for Sites 1a, 1b, 2 and 4a, in addition to the which we want to scheme adopted in the illustrative design concept of the New Central Harbourffont released by PlanD in May 2006. State of the control of the control
- 4,4,2 The Consultant shall take into account the findings of the AVA to refine the urban design framework and prepare the design concepts and the planning/design briefs for the key development the transfer of sites in this Assignment.

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# Sustainability Assessment

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- 4.4.3 The Consultant shall formulate objectives and performance indicators for achieving a sustainable urban design for the Study Area as part of Task 1 and for assessing the performance of the refined urban design framework as part of Task 3.
  - 4.4.4 The Consultant shall carry out a SA on the sustainability implications of the refined urban design framework for the Study Algorithms of the second Area based on the findings and recommendations of Tasks 2 and 3. In carrying out the SA, the Consultant shall apply the CASET adopted by the Sustainable Development Unit, make reference to the Sustainable Development Unit's guidelines and seek

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agreement in advance with the DR the approach in carrying out the SA. The Consultant shall prepare the SA Report as part of Task 3, the main findings of the SA will be made public during the public engagement sessions as mentioned in clause 4.4.7 below and the feedback will be incorporated in the SA Report.

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## Inputs to Public Engagement

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4.4.5 PlanD will organize a public engagement proramme on the Study.

The Consultant shall provide inputs to and attend the public engagement events to be organized during the study process, which aim to gather public aspirations for the new harbourfront and gauge their support of the urban design recommendations for the Study Area.

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- 4.4.6 During the course of undertaking Task 1, the Consultant shall attend and provide inputs to PEWs to be organized by PlanD for consolidating the urban design issues and developing the design visions for the Study Area. The Consultant will be responsible for making presentations related to the Study, analysing, summarizing and preparing responses to the public comments gathered from the PEWs.
  - 4.4.7 During the course of Tasks 3 and 4, the Consultant shall attend and provide inputs to public engagement sessions to be organized by PlanD on the proposals of the Study including PEW, public forums and exhibitions. The Consultant shall make presentations to the public related to the Study, solicit relevant stakeholders' views and take them into consideration. The Consultant shall prepare a CD for the public engagement sessions, summarize the comments received and incorporate the responses in a PER.
- 4.4.8 The Consultant shall prepare a PBK for presentation of the final recommendations of the Study in the public briefing and exhibition, and attend the public briefing to be held towards the end of the Assignment.

4.4.9 The public engagement workshops/sessions/briefing mentioned in clauses 4.4.6 to 4.4.8 are included as external meetings as referred in clause 13.5.

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4.4.10 The Consultant shall for the public engagement events mentioned in clauses 4.4.6 to 4.4.8 above, prepare/update in both English and Chinese suitable visual and coloured presentation materials, including PowerPoint presentations, web-page, display panels/ exhibition materials, photographs, sections, elevations, plans and photomontages with electronic files illustrating the proposals of the Study as required. The content of the visual and coloured presentation materials is to be agreed by the DR.

# Inputs to 3D animations

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- 4.4.11 The Consultant shall provide design inputs for Plan D's consultant to prepare 3-D animation for the public engagement sessions and public briefings mentioned in clauses 4.4.7 and 4.4.8 above.
- 4.4.12 The Consultant is required to construct a 3D digital model of the Study Area to enable the preparation of the 3D animation mentioned in clause 4.4.11 above. The quality of the model covering the key development sites mentioned in clause 4.2 above should be of such quality that it could be used to generate "photo-realistic" quality perspective views.

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4.4.13 The Consultant shall submit a series of 3D digital model views for the web-page for ready uploading to PlanD's website.

## Interface with Other Projects

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4.4.14 The Study shall take into account the latest development of relevant on-going projects/studies, in particular, the CRIII, the Tamar Project, the WDII Review, Road P2 and the Central-Wan Chai Bypass. For CRIII, the construction is in progress, whilst for the Tamar project, the tender proposals together with the design concepts for the adjacent waterfront promenade are

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expected to be available during the study period. For the Planning and Engineering Review Study of the WDII Review, the recommended outline development plan with proposals covering the area outside the CRIII but falling within the eastern end of the Planning Scheme Area of the Central District (Extension) OZP would be available in early 2007.

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#### 5. DELIVERABLES

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- 5.1 The Consultant shall produce and submit the following deliverables as part of the Assignment specified in clauses 4.3 and 4.4. The Consultant shall be responsible for the circulation and timely delivery of the papers, reports, documents, comments and responses directly to the SSG members before the submission deadlines as specified in the study programme in the IR, or as agreed by the DR during the course of the Assignment. The number of copies stated hereunder shall refer to the draft as well as the final reports/papers unless otherwise specified.
- 5.2 The IR shall outline an appreciation of the objectives of the Study, the approach and methodology for undertaking each task, the initial identification of key issues, the list of deliverables, the study programme setting out the schedule of work, dates for report and working paper submissions, preparation of plans and illustrative materials, schedule of SSG Meetings and other various meetings/presentation/consultations, as well as the study management and staffing structure.

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5.3 All reports specified in clauses 5.7 (b) to (m) below shall be submitted in an outline format covering all key points to the DR for agreement before writing up the reports. For the draft outline of the above reports, FR and ES, digital copies as well as 4 hard copies shall be submitted to the DR for consideration prior to issue to members of SSG/SWG.

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5.4 The Consultant shall make revisions or supplements to all Deliverables as may be required by the DR and arrange the revised Deliverables for issue to the SSG/SWG at least 7 days in advance of the arranged meetings.

- 5.5 The Consultant shall prepare the summary of comments and responses for the reports and suitably revise the reports to take account of the comments received.
- 5.6. A monthly progress report shall be provided showing the work completed during the period, scheduled activities for the coming months, movement of staff for the project, and other items as required by the DR. The report shall be in sufficient detail to enable the DR to assess whether the stage has been satisfactorily completed and approval can be given to proceed to the next stage.
- 5.7 The Consultant shall prepare deliverables identified below or instructed by the DR:
  - (a) Inception Report (30 copies);

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- (b) Report on Examination of Planning and Design Context (50 copies);
- (c) Report on Refinement of Urban Design Framework and Landscape Strategy Plan (50 copies);
  - (d) Report on Evaluation and Refinement of Design Concepts of Key Development Sites including a summary of an architectural feasibility study of all key development sites as listed in clause 4.2 above (50 copies);
  - (e) Planning/Design Briefs and Proposals for Urban Design Control Mechanisms for each of the key development sites as listed in clause 4.2 above (50 copies);
- (f) Draft Final Report (70 copies);
- (g) Draft Executive Summary (70 copies);
- (h) Final Report (80 copies);

- (j) A CD and a PER mentioned in clause 4.4.7 in both English and Chinese languages and a PBK for the public briefings mentioned in clause 4.4.8 in both English and Chinese languages (6 hard copies plus 1 digital Master-copy of the CD, PER and PBK respectively for subsequent reproduction by the DR or his/her contractor);
- (k) Summary of comments and responses of the public engagement workshops/sessions/briefings; (50 copies);
- (l) An architectural feasibility study report for each key development site (30 copies); and
- (m) SA Report (30 copies).

#### Illustrative Materials

(n) The Consultant shall prepare 10 nos. of A0 size full colour display panels summarizing the contents generated from the main tasks specified in clause 4.3 (including plans, drawings, sections, perspectives/photomontages, model photos etc.), prepare PowerPoint presentations and provide planning and design inputs sufficient for the preparation of 3-D animations for public engagement sessions / public briefings at suitable stages as agreed with the DR. The layouts, formats and contents of the illustrative materials are to be agreed by the DR.

## Modification of Existing Physical Model

(o) The Consultant shall modify an existing 3-dimensional physical model for the Central Reclamation to be provided by PlanD with exhibition quality compatible with the existing model for the Central Harbourfront (scale 1:1,500).

### 3D Digital Model

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(p) The Consultant is required to produce a 3D digital model of the Study Area. The 3D digital model shall be prepared in compliance with the Government's specifications as listed at Annex 3.

# . . . Web-page

- (q) The Consultant shall submit to the DR soft copies of the web-page files for the public engagement including the CD, PER and PBK (in both English and Chinese) prepared in HTML format for ready uploading to PlanD's website, together with the hard copies.
- (r) For web publication, the Consultant is required to produce views generated from the developed 3D digital models (specified in (p)) in format readily to be uploaded to the web. The number of views to be selected shall be agreed by the DR.

# Others Deliverables

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Specific graphic and related items required include:

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- Coloured Concept Drawings to explain the overall design concept, including perspectives to show the character and identity of the development, built-forms, building heights, massing, accessibility to the waterfront and surrounding area and integration with the urban and natural context
  - \* Urban Design Framework Plan (1: 1,500) and an explanatory statement (6 coloured hard copies + 1 digital Master-copy)
    - Master Layout Plan (1:1,500) and an explanatory statement (6 coloured hard copies + 1 digital Master-copy)
      - Landscape Strategy Plan (1:1,500) and an explanatory statement (6 coloured hard copies + 1 digital Master-copy)
- Pedestrian Network Plan (1:1,500) and an explanatory
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- statement (6 coloured hard copies + 1 digital Master-copy)
- Typical floor plans (1: 300), elevations and sections (in appropriate scale) for key development sites (6 coloured hard copies + 1 digital Master-copy)
- 3-dimensional drawings such as perspectives/axonometrics, photomontages, computer renderings and perspectives (6 coloured hard copies of each + 1 digital Master-copy of each)
  - PowerPoint presentations including perspectives/
    axonometrics, models, and 3-dimensional coloured computer drawings including photomontages, perspectives etc. for public engagement sessions and public briefings

### Deliverables in Printable Copies

5.8 The Consultant shall adopt the following green measures in preparing the deliverables:

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- (a) All WPs and reports shall be of single line spacing and printed on both sides of the A4 paper while papers shall be submitted in A4 size and accompanying drawings of convenient sizes but not exceeding A3 size format unless otherwise specified in this Brief or approved in writing by the DR;
- (b) The FR and ES may/shall be printed on recycled paper. The use of recycled paper with not less than 50% recycled materials and not exceeding 80 gsm shall be used as a general rule. The logo of recycle paper shall be printed in a prominent area of the report;
- (c) Documents other than the FR and ES should preferably be printed on recycled paper. Otherwise, the paper used should not be excessively bleached;
- (d) Unnecessary or excessive use of plastic laminates, glossy covers or double covers shall be avoided. Use of recyclable

non-glossy art board paper as document covers should be encouraged;

- (e) Excessive page margins and line spacing should be avoided. A top/bottom margin of 2 cm and left/right margin of 2.5 cm are sufficient;
- (f) Use of blank paper should be avoided as far as possible; and
- (g) Suitable font type of font size 12 shall be used generally in balancing legibility and waste reduction objective.

## Deliverables in Digital Format

5.9 The Consultant is required to provide digital copies of the draft submissions required in clause 5.7(a) to (m) of this Assignment for easy circulation.

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- 5.10 One copy of the finalized versions of the following Deliverables to be delivered to the DR shall be accompanied with a digital copy:
  - (a) Inception Report clause 5.7(a);
  - (b) All Reports/Working Papers clauses 5.7(b) to (e);
  - (c) Final Report clause 5.7(h);

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- (d) Executive Summary clause 5.7 (i);
- (e) CD, PER, PBK and other consultation materials for public engagement sessions and public briefings clause 5.7(j);

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- (f) Summary of Comments and Responses of the public engagement workshop/sessions/briefings- clause 5.7(k);
- (g) Architectural Feasibility Study Reports clause 5.7(l);
- (h) SA Report clause 5.7(m);
- (i) Illustrative materials clause 5.7(n); and
- (j) Web-page clauses 5.7(q) & (r).
- 5.11 Unless otherwise agreed by the DR, the digital copies of the deliverables shall be in Microsoft Word XP or 2000 format or shall be printable by Microsoft Word 97 or 2000 on Windows 2000/XP system without loss of data and change in appearance compared with the corresponding hard Agreement No.CE62/2006 (TP) Central Reclamation Urban Design Study Feasibility Study p.19/42

#### copies except that -

- (a) 2D and 3D drawings (coloured copy) shall be in MicroStation DGN format, 3D Studio Max format and in Hong Kong Grid and WGS84 datum if applicable; all drawings to be prepared shall be CAD based with digital layers to facilitate subsequent amendment and to be compatible with MicroStation DGN design file:
- (b) MLP, UDFP, LSP, PNP, typical floor plans, elevations and sections shall be in colour and prepared based on specifications to be agreed by DR;

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- (c) project programmes shall be in Microsoft Excel software (ie. Microsoft Project 2000 or Microsoft Project 2003) or format subject to the approval of the DR; and
- (d) photographs, illustrations, portraits, documents provided by others and documents involving signatures, shall be scanned and saved in Tag Image File Format (TIFF), Graphic Interchange File Format (GIF), Joint Photographic Experts Group (JPEG), or Acrobat.
- 5.12 For all the HTML versions required in this Assignment, a content page capable of providing hyperlink to each section and sub-section of the reports shall be provided. Hyperlinks to all figures, drawings, tables etc. shall also be provided in the main text from where the respective references are made. All graphics shall be in a format to be agreed with the DR.
- 5.13 The digital files for the 3D model should be submitted in the following format:
  - (a) all submitted files of the models (for checking and as final deliverables) should be in Autodesk VIZ 2006 format. No third-party's plug-in or RPC (Rich Photorealistic Content) are allowed without prior approval from PlanD;

For web publication, additional files of the models should be in VRML 2.0 file format; and

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- (c) ... All files of models submitted should be named in English.
- The Consultant should draw to the Employer's attention any 5.14 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 DR, to establish the existence of any licence, copyright, patent or restriction.
- 13. 10. 10. 10. 10. 5.15 Upon completion of the Study, the Consultants shall submit to the DR a set of compact disc(s) in duplicate kept in rigid plastic cases and containing the digital copies of all Deliverables mentioned in clause 5.7 above as well as a digital copy of the Brief to be provided by the DR. The compact discs shall also include an index file in HTML or equivalent format containing the salient points of the Study and the following information about each of the digital copies provided:
  - (a) Title of the Deliverable;

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- (b) Version Number and Date of Issue of the Deliverable;
  - File Name of the Deliverable; Advanced to the Deliverable;
- (d) Software used to create the Deliverable;

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- Version of the software; and (e)
  - (f) Highlights of any pre-existing intellectual property rights.

A sample of the index page is attached at Annex 4. And the second of the Report of the second of the second of the second

5.16 The compact discs submitted shall be clearly labeled on the surfaces and the protective cases with the date of production of the compact discs and the agreement number and title of the Study. In addition, the surface of . ....the compact discs shall be stamped with the company chop of the Consultants and the spines of the cases should be marked with the agreement number. Harman School State (1985)

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#### 6. SERVICES TO BE PROVIDED BY THE CONSULTANT

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6.1 The duties of the Consultant shall be as defined in the General Conditions of Employment and as amplified, extended and set out in this Assignment Brief.

The number of Consultant appointed under this Assignment will not be limited to one. The Consultant shall provide all specialists and sub-Consultants from the planning, architectural, urban design and landscaping professions required for the satisfactory completion of the Study. No additional fees or expenses for the provision of such services rendered locally or overseas shall be payable by the Employer.

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- The Consultant shall work in collaboration with the specialists or sub-Consultants and other consultants in the preparation, coordination, production and delivery to the DR of the deliverables as detailed in the Assignment Brief and any other deliverables necessary for the completion of the Assignment. These shall include reports and presentation materials for any meetings related to the Assignment. No additional fees or expenses for the provision of all specialist or sub-Consultants services rendered locally or overseas shall be payable by the Government except otherwise provided for in the Schedule of Fees. The Consultant should hold regular meetings with the specialists or sub-Consultants and minutes / notes of such meetings shall be forwarded to the DR.
  - 6.4 The Consultant shall be responsible for circulation of the proposals, reports, working papers and executive summaries to all relevant parties as determined by the DR.

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- 6.5 The Consultant shall, at his own cost, provide deliverables including all proposals, reports, working papers and executive summaries. All finalized version of each deliverable to be delivered to the DR shall be accompanied with a digital file.
- 6.6 The Consultant shall comply with all reasonable instructions of the DR and with all relevant guidelines, circulars, standing instructions, technical memoranda and policy documents as directed by the DR.

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- 6.7 The Consultant shall provide inputs for PlanD's term consultants to undertake the AVA and the 3D animation.
- 6.8 The consultant shall participate in and attend all public engagement workshops, public engagement sessions and public briefings in accordance with the public engagement strategy to be formulated by PlanD. The Consultant shall make presentations to the target consultees and/or the public with the agreed mode of consultation and prepare suitable illustrative materials, as may be required for these meetings. If so requested by the DR, the Consultant shall prepare papers, in either English or Chinese or both to report on the recommendations of the Study, along with the sub-Consultants or other Consultants to be employed by PlanD.
- 6.9 To facilitate public engagement of the Study, particularly with Cantonese-speaking consultees, the Project Director and/or Deputy Project Director of the Consultant should be proficient in both written Chinese and spoken Cantonese.
- 6.10 The Consultant shall respond to the public views received, and be required to make suitable amendments to the Study Programme and deliverables, if necessary, taking into account the outcome of the public engagement exercises as directed by the DR.
- 6.11 The Consultant in preparing recommendations in the Study shall take cognizance of the need to confirm full compliance with all applicable Ordinances, by-laws and regulations, statutory procedures, Government procedures and consultative procedures. The Consultant shall submit to the DR a written statement to confirm such full compliance. Should there be any non-complying items, the Consultant shall recommend proposals on whether compliance or otherwise of such items for the consideration of the DR. The Consultant should make recommendations to allow sufficient time in programming the implementation of the proposed developments and for completing the procedures required under these Ordinances where applicable.

6.12 Throughout the course of the Study, the Consultant shall need to consult and liaise with relevant Government bureaux/departments, other organizations and any other stakeholder groups, public authorities/bodies, agencies or organizations, etc. as necessary. Relevant records of meetings and correspondence shall be produced and copied to the DR and other relevant parties and any other agencies or organizations, as necessary. Any problem in communication or liaison may be referred to the DR for assistance.

## 7. RESPONSE TO QUERIES AND THE SECOND SECOND

7.1 The Consultant shall respond to queries under clause 20 of the General Conditions of Employment raised within a period of 3 months after the final submission of the Deliverables required under the Agreement. Such date shall be confirmed in writing to the Consultant by the DR.

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### 8. PROGRAMME OF IMPLEMENTATION

8.1 The date of commencement of Agreement for this Study is in late March 2007.

8.2 The Study shall be completed within 8 months from the commencement date of the Agreement. The Consultant shall produce and submit to DR the deliverables as specified in clause 5.7 above before the completion of the Assignment.

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

Submission of the draft programme

Within 2 weeks of the due date for commencement of the Agreement

Agreement of the draft programme

Within 1 week from receipt of the draft programme or instruction for submission

of the revised draft programme

Submission of revised draft programme : Within 1 week from the instruction of the DR

- 8.4 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. Critical activities and paths should also be included. The Consultant shall discuss with the DR during the above periods to agree the timing of submission of reports, other documents and plans for each of the main elements of the Assignment, for inclusion in the draft programme and revised draft programme.
  - 8.5 The target key dates referred to in clause 8.4 of this Brief shall include:
- (a) the date of submission of the IR, DFR, DES, FR & ES
  - (b) the date of submission of the refinement of the UDFP, the preparation of the MLP, the PNP and the LSP
  - (c) the date of submission of Planning/Design Briefs, Conceptual Landscape Design Guidelines of key development sites and proposals for Identification of Design Control and Mechanisms
- 8.6 The Consultant shall endeavour to ensure that the Assignment is carried out in accordance with the programme and shall submit regular programme reviews as part of the progress reports referred to in clause 9 below.
  - 8.7 The Consultant shall propose an appropriate time response by DR for review/approval following receipt of the Consultant's submitted documents, which shall be agreed by the DR.

8.8 In case of foreseeable delay of deliverables as specified in the agreed timetable for the various stages of the Assignment, the Consultant shall give sufficient notice and full justification to the DR to apply for suitable extension of the timetable within 7 days of the delay being identified in accordance with the agreed Programme of Implementation.

8.9 An indicative Outline Study Programme identifying key tasks and milestone events is attached at Annex 5.

#### 9. PROGRESS REPORTS

9.1 The Consultant shall submit to the DR progress reports on monthly intervals to report back on all aspects of the Services relating progress to the Programme referred to in clause 8 above. The reports shall include a list of those parts of the services falling behind the Programme, together with proposals to rectify the delay/expedite progress, so as to complete the Study on time. The reports shall highlight any change of the study team/management structure and give justifications for the change after approval has been sought from the DR. The reports shall also include updated expenditure forecasts in accordance with clause 10 below.

#### 10. FINANCIAL MANAGEMENT

10.1 The Consultant shall submit a report on the current and forecast expenditure on the Assignment and the fees due to the Consultant, at quarterly intervals and in a form to be agreed by the DR.

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#### 11. STANDARDS AND SPECIFICATIONS

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- 11.1 The Consultant shall adopt the Hong Kong Planning Standards and Guidelines, Transport Planning and Design Manual, the Buildings Ordinance and the allied Regulations and such other technical documents, design standards, and specifications, as are in current use by respective Government departments. Should instances arise for which suitable standards or specifications do not exist or for which the current standards or specifications appear to require modification or if by the adoption of current standards the Consultant would incur additional expenses not within reasonable contemplation, the Consultant shall submit recommendations on appropriate alternatives to the DR for agreement.
- 11.2 The system of units to be used shall be the International System of Units, or SI (System Internationale).

#### 12. DIRECTOR'S REPRESENTATIVE

- 12.1 The DR as defined in the General Conditions of Employment shall be the Assistant Director of Planning / Special Duties of Planning Department or such other person as may be authorized by the Director in writing and notified to the Consultant. The Director may delegate any of the powers and functions vested in him to other officers. If the Consultant is dissatisfied with a decision or instruction of any such officer the matter shall be referred to the Director for a ruling.
- 12.2 During the course of the Assignment, the Consultant shall report direct to the DR.

### 13. CONTROL OF THE PROJECT AND ASSIGNMENT

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- 13.1 The Study shall be directed and supervised by the DR. A SSG to be chaired by the Deputy Director of Planning / District of Planning Department or his/her representative, will be set up to provide guidance to the Consultant on related policy and technical matters, to oversee and monitor progress of the Study, and to consider all major recommendations and reports from the Consultant. The proposed membership and the terms of reference are at Annex 6. Representatives from relevant parties will be invited to participate in the SSG as considered necessary.
- 13.2 SWG may need to be formed to consider specific tasks and to give technical guidance as agreed by the SSG. Representatives from relevant bureaux or interested departments will be invited to participate.

  Such group will be appointed by the DR, taking into account views of the Consultants and relevant bureaux/departments.
  - 13.3 The Project Director and relevant members from the Consultant team shall attend and make presentation to meetings of the SSG, SWG and CLM and other meeting as may be required.
    - 13.4 CLM shall be held between the DR and the Consultants at regular intervals to discuss the progress and issues relevant to the Assignment and the Study except otherwise agreed by the DR.

- 13.5 The Consultant will be expected to attend a maximum of 40 external meetings including public engagement workshops/sessions/briefings as part of the Assignment to engage the public and explain or answer questions in attendance or in writing on matters related to the Study (as required by the DR) to stakeholders of the project such as Legislative Council, TPB, HEC or its Sub-Committees, District Councils or their sub-committees, and professional institutions etc.; as and when reasonably required, subject to determination of the DR.
- 13.6 Throughout the course of the Assignment, the Consultant shall need to consult and liaise with relevant Government bureaux/departments and other stakeholder groups, public authorities/bodies, agencies or organizations as necessary. The Consultant shall copy relevant records of meetings, and correspondence with Government bureaux/department, public utilities companies, other authorities, agencies, bodies or persons affected by the Study to the DR for information. Any problem in communication or liaison may be referred to the DR for assistance.
- 13.7 The Consultant shall prepare and issue minutes of coordination meetings attended as directed by the DR.

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14. INFORMATION AND FACILITIES PROVIDED BY THE EMPLOYER

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- 14.1 All available information relevant to the Assignment will be provided to the Consultant. Relevant documents including reports, drawings and other background materials are listed but not be limited to those in Annex 2 to this Brief. The Consultant shall indicate for guidance those documents which he currently holds and those of which a copy may be needed should the Assignment be awarded to him. In carrying out the Study, the Consultant shall give due consideration to the findings and recommendations of the relevant studies, including private development proposals as advised by the DR.
- 14.2 A copy of each of the relevant documents indicated as needed will be supplied free of charge by the DR on request from the Consultant, except those currently available from the Sales Section of the Agreement No.CE62/2006 (TP) Central Reclamation Urban Design Study Feasibility Study

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### Information Services Department.

14.3 The Consultant shall return the documents supplied in good order upon the completion of the Assignment, as may be required by the DR. In the case of plans and drawings, the first set of plans/ drawings will be provided to the Consultant free-of-charge with any additional ones charged with a nominal fee, the cost will be subject to the agreement by the DR.

### 15. CONSULTANT'S OFFICE AND STAFFING

15.1 The Consultant shall maintain for the duration of the Agreement an office in Hong Kong under the control of the Project Director of the Consultant who shall be responsible for the Project. The principal shall have adequate authority and sufficient professional, technical and administrative support staff in all relevant disciplines to ensure progress of the Study to the satisfaction of the DR. The Project Director and Deputy Director shall be resident in Hong Kong during the entire period of the Study.

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- 15.2 The Consultant shall provide the staff and manpower input in accordance with the Consultant's Technical Proposal. The Consultant's staff for the Assignment shall be residents in Hong Kong and shall be committed to the Assignment for the length of their involvement in the Assignment. The DR shall have the right to check the time-log record of the Consultant's staff deployed for the Assignment. Failure of the Consultant to adhere to his staffing proposal made at the tender stage with a demonstrably adverse impact on performance shall be reflected in the performance assessment of the Consultant.
- 15.3 No change of the staff assigned shall be made without the prior approval of the DR. In the event, for reasons beyond their control, the Consultant is unlikely to provide or maintain any key staff in the Technical Proposal, they should report to the DR as soon as practicable and propose for the DR's approval a substitute staff having qualification and experience comparable with the staff who is leaving the project team.

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- 15.4 Consultant in joint ventures shall give an assurance that each of the collaborating parties involved will be jointly and severally bound to the undertaking until the satisfactory completion of the Assignment.
- 15.5 The Consultant should be responsible for the cost of all computing facilities required by them for fulfilling the obligations under the Agreement, including without limitations:
  - (a) office automation facilities commonly used by secretarial, clerical, administrative or professional staff for normal office functions; and
  - (b) technical computing facilities used by professional and technical
     staff for computer-aided drafting, computer-aided design, 3D
     digital model and geographic information systems.

### 16. SPECIALIST AND SUB-CONSULTANTS' SERVICES

- 16.1 The Consultant shall provide all specialist and sub-Consultants services required for the satisfactory completion of the Assignment. The Consultant shall be required to produce deliverables as specified in clause 5 above (where appropriate) in both English and Chinese and they shall contract out the translation work to a contractor to be agreed by the DR so as to assure the quality of the translation. No additional fees or expenses for the provision of such services rendered locally or overseas shall be payable by the Employer except as otherwise provided for in the Schedule of Fees.
- 16.2 Consultant in joint ventures shall give assurance that each of the collaborating parties involved will be jointly and severally bound to the undertaking until the satisfactory completion of the Assignment.

#### 17. SURVEYS

17.1 Two prints of topographical mapping at 1:5,000 and 1:1,000 scales prepared by the Survey and Mapping Office of the Lands Department, where available for the area covered by or related to the Study may be obtained free of charge on application to the DR.

- 17.2 The Consultant shall bear all costs if digitised survey data are required from Lands Department to facilitate their work. The Consultant shall be responsible for updating and verification of accuracy of information shown on these plans as necessary in relation go the Assignment. The Consultant shall take cognisance that there is no guarantee on the provision of the required digitised survey data and shall make due allowance in the Programme the time required by Lands Department to process and produce the required digitised survey data. The Consultant shall erase such data upon completion of the Assignment and shall not distribute such data to any third party. 连手 化环合物合物
- Standard format of digital map data at 1:1,000, 1:5000, 1:10,000 scales, and standard format of digital land records at standard scales prepared by the Survey and Mapping Office of Lands Department, where available for the area covered by or related to the Study for which the Assignment forms part, can be obtained free of charge on application to the DR. The Consultant shall apply for the digital map data by duly completing, signing and submitting the "Undertakings by Consultant/Contractor on the Use of Digital Map Data from Land Information Centre, Survey and Mapping Office, Lands Department" and the "Digital Map Data Order Form" to the DR. The Consultants shall provide the storage media for the supply of digital data.
- The Consultant shall be responsible for updating and verification of 17.4 accuracy of the information supplied. The accuracy as well as presentation of these surveys shall be of a standard agreed by the DR. All field survey work required for the proper execution of the Assignment shall unless otherwise provided for in the Agreement, be the duty of the Consultants. A copy of field notes, field data and resultant plans arising from these surveys shall be handed over to the DR upon completion of the Assignment 1997 Assignment en television granulist, talenda a televisia

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Immediately after the completion of the Assignment, the Consultant shall crase and destroy the supplied Government digital data and any data derived from these digital data in their computer systems and storage media. The Consultant shall confirm the destruction of data by duly completing, signing and returning the "Confirmation by Government Agreement No.CE62/2006 (TP) - Cantrol Reclamation Urban Design Study - Fensibility Study

Assignment Brief

Consultant on the Cessation of the use of Government Digital Data from the Land Information Centre, Lands Department" to DR within 10 days of the completion of the Assignment.

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### 18. COPYRIGHT

18.1 The copyright of all printed and digital form deliverables including reports, documents, recommendations, data and any information prepared or collected by the Consultant, the Specialist and the Sub-Consultants, and their employees and agents in the course of this Assignment shall remain the property of the Employer.

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- 18.2 The Consultant shall seek the agreement of the owners of the intellectual property rights to allow the Government to copy, distribute or amend those Deliverables in respect of which there is a pre-existing intellectual property right.
- 18.3 All the deliverables and products produced, including all native 3D digital models, should be the property of the Government.

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- 18.4 The Consultant should return all data, photos, satellite imagery and any other materials provided back to the Government and destroy all the digital copies of them after completion of the project. No parts of these materials should be copied or transferred to other third parties without prior written approval from PlanD.
  - 18.5 The Consultant should obtain the necessary copyright of the music, images, or any other materials if they are used in the construction of the model. The copyright of the materials should be transferred to the Government upon the delivery of the model to the Government.
    - 18.6 All data gathered and computer softwares/programmes, which are developed by the Consultant for the purpose of the Assignment, shall be compatible with the requirements of the DR and shall be submitted to the DR before the completion of the Assignment. Upon completion of the Study, all these together with supporting notes and data, sketches, plans, display materials, photographs, charts, etc. shall be properly documented and shall become the property of the Government with full

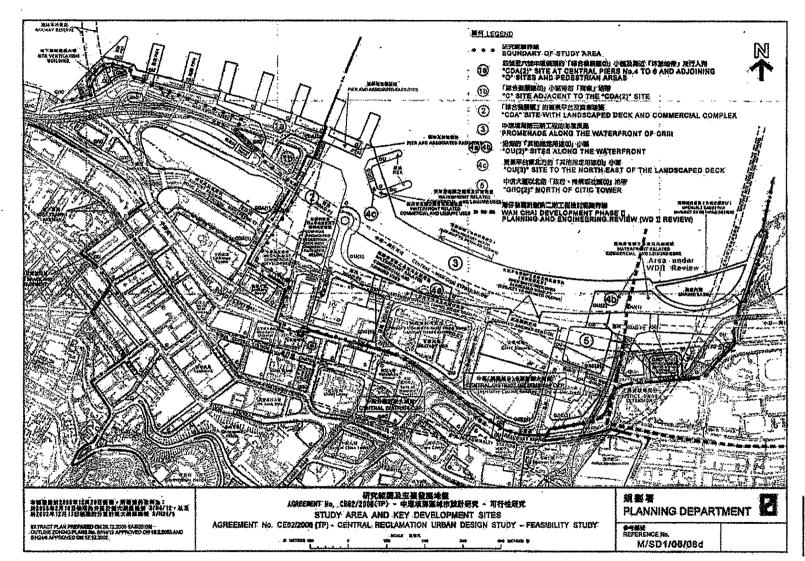
copyright. Such documents and information shall be handed over to the DR within 4 weeks of the submission of the Final Report.

18.7 The submitted Deliverables shall become the property of the Government with full copyright. The Consultant shall 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 DR, to establish the existence of any licence, copyright, patent or restriction. Licences for computer programmes shall be assigned to the Employer unless prohibited by licensers.

#### 19. INSURANCE

19.1 The amount of insurance cover to be maintained in accordance with sub-clause (A) of clause 47 of the General Conditions of Employment shall be HONG KONG Dollars \$3,680,000.00.

Planning Department March 2007



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### Agreement No. CE 62/2006 (TP) Central Reclamation Urban Design Study – Feasibility Study

### Relevant Information to be Noted by the Consultant

|     |              | the state of the s |
|-----|--------------|--|
| (A) | Docu         | ments, Technical Circulars and Relevant Statutory Plans  |
|     | •            | the first of the contract of t |
| •   | (1)          | Approved Central District Outline Zoning Plan No.S/H4/12   |
|     | (2)          | Approved Central District (Extension) Outline Zoning Plan No.S/H24/6   |
|     | (3)          | Buildings Ordinance and the allied Regulations   |
|     | · <b>(4)</b> | Buildings, Planning and Lands Department Joint Practice Note No.1 -  |
|     |              | Green and Innovative Buildings   |
|     | (5)          | Buildings, Planning and Lands Department Joint Practice Note No.2 -  |
|     |              | Second Package of Incentives to Promote Green and Innovative Buildings   |
|     | (6)          | Buildings, Planning and Lands Department Joint Practice Note No.3 -  |
|     |              | Re-engineering of approval process for land and buildings development  |
| :   | (7)          | Central Reclamation Phase III - Comprehensive Feasibility Study for  |
|     |              | Minimum Option - Final Study Report - Planning, Urban Design   |
|     | (D)          | Landscape and Visual Impact (Territory Development Department) (2000)  |
| . , | (8)          | Central Reclamation Phase III - Comprehensive Feasibility Study for  |
|     |              | Minimum Option - Additional Services on Comprehensive Review -   |
| •   | r            | Final Review Report - Land Use Review in Central Reclamation Phase I   |
|     | (9)          | (Territoriy Development Department) (2001)   |
|     |              |  |
|     | (10)         | No.10/2005 - Planting on Footbridges and Flyovers  |
| ٠.  | (11)         | Housing Planning Standards and Guidelines  |
|     | (**)         | Housing, Planning & Lands Bureau and Environment, Transport & Works<br>Bureau's Technical Circular No. 1/06 - Air Ventilation Assessments  |
|     | (12)         | Planning Department Technical Circular No. 2/02 Technical  |
|     | (12)         | Planning Department Technical Circular No. 2/97 - Provision of Grade - Separated Pedestrian Facilities and Design of Pedestrian Footbridge over  |
|     |              | Public Road Property Public Road Property Public Road  |
|     | (13)         | Planning Department Technical Circular No.1/2007 - Public Consultation   |
|     | *            | Strategy on Planning Studies and Town Plans  |
|     | (14)         | Protection of the Harbour Ordinance  |
|     | (15)         | Structures Design Manual for Highways and Railways   |
| •   | (16)         | Town Planning Ordinance  |
|     | (17)         | Town Planning Board Guidelines No.18A - Submission of Master Layout  |
|     |              | Plan under Section 4A(2) of the Town Planning Ordinance  |
|     | (18)         | Transport Planning and Design Manual   |
|     |              |  |
| (B) | Comp         | leted Studies and Relevant Information   |
|     |              | the state of the s |
|     | (1)          | Central and Wan Chai Reclamation Feasibility Study (Territory  |

Agreement No.CE62/2006 (TP) - Central Reclamation Urban Design Study - Feasibility Study Assignment Brief

- Development Department) (1989)
- (2) Central and Wan Chai Reclamation Development Development of Urban Design Parameters Study (Territory Development Department) (1993)
- (3) Vision and Goals for Victoria Harbour (Town Planning Board) (1999)
- (4) New Central Waterfront Enhancement of Victoria Harbour (Territory Development Department) (1999)
- (5) Central Reclamation Phase III Comprehensive Feasibility Study for Minimum Option - Final Study Report - Planning, Urban Design, Landscape and Visual Impact (Territory Development Department) (2000)
- (6) Central Reclamation Phase III Comprehensive Feasibility Study for Minimum Option – Additional Services on Comprehensive Review – Final Review Report – Land Use Review in Central Reclamation Phase I (Territory Development Department) (2001)
- (7) Environmental Impact Assessment (EIA) Report for Central Reclamation Phase III (Environmental Protection Department) (2001)
- (8) EIA Report for Central-Wan Chai Bypass &Island Eastern Corridor Link
  (Environmental Protection Department) (2001)
- (9) EIA Report for Wan Chai Development Phase II (Environmental Protection Department) (2001)
- (10) Hong Kong Island North and Kowloon West District Traffic Study Additional Works on Pedestrianisation Study Package 2 Central, Wan Chai, Sham Shui Po and Jordan (Transport Department) (2001)
- (11) Stage II Study on Review of Metroplan and the Related Kowloon Density Study Review (Planning Department) (2003)
- (12) Planning Study on the Harbour and Its Waterfront Areas An Assessment of the Potential of the Harbour for Tourism Purposes (Hong Kong Tourist Association) (2003)
- (13) Planning Study on the Harbour and its Waterfront Areas (Planning Department) (2003)
- (14) Urban Design Guidelines in the Hong Kong Planning Standards and Guidelines (Planning Department) (2003)
- (15) All About Central Reclamation Phase III (Housing, Planning and Lands Bureau) (2003)
- (16) Our Living Harbour (Housing, Planning and Lands Bureau) (2005)
- (17) Feasibility Study for Establishment of Air Ventilation Assessment System (Planning Department) (2005)
- (18) Greening Master Plan for Central (Civil Engineering and Development Department) (2005)
- (19) Landscape Value Mapping of Hong Kong (Planning Department) (2005)
- (20) Report of the Expert Panel for Sustainable Transport Planning and Central-Wan Chai Bypass (2005)
- (21) Central Harbourfront and Me (CharM) brainstorming session, random survey, interview, workshop session, exhibition and public forum (Harbour-front Enhancement Committee )(2005 & 2006)

- (22) Illustrative Design Concept of the New Central Harbourfront (Planning Department and Housing, Planning and Lands Bureau) (2006)
- (23) Harbour Planning Principles (Harbour-front Enhancement Committee) (2006)
- (24) Photographic and Cartographic Records and List of Historical Items for the Old Star Ferry Piers and Queen's Pier (Leisure & Cultural Services Department and Civil Engineering and Development Department) (2006)
- (25) Information on Design of Central Piers No. 4 to 6 (Civil Engineering and Development Department) (2007)

### (C) On-going Studies

- (1) Wan Chai Development Phase II Planning and Engineering Review Study (Civil Engineering and Development Department)
  - (2) Wan Chai Development Phase II, Planning and Engineering Review Study: Recommended Outline Development Plan for (Civil Engineering and Development Department)
  - (3) Harbour-front Enhancement Review for Wan Chai, Causeway Bay and Adjoining Areas: Public Engagement Digest (Harbour-front Enhancement Committee, Sub-committee on Wan Chai Development Phase II Review)
  - (4) Study on Planning for Pedestrians Pedestrian Plan for Central District (Planning Department)
- (5) Air Ventilation Assessment for the Central Waterfront (Planning Department)
  - (6) Study on Green Roof Application in Hong Kong (Architectural Services Department)
  - (7) Buildings Design that supports Sustainable Urban Living Space in Hong Kong (Buildings Department)
  - (8) Development of Greening Master Plan for Sheung Wan to Causeway
    Bay-Feasibility Study (Civil Engineering and Development Department)
  - (9) Study on Application of Sunlight and Shadow Analysis on layout and site planning (Planning Department)
  - (10) Draft Harbour Planning Guidelines (Harbour-front Enhancement Committee)
- (11) Public Engagement Strategy and Programme for Central Reclamation
  Urban Design Study (to be commissioned by Planning Department)
  - (12) Central Reclamation Urban Design Study 3D Animation (to be commissioned by Planning Department)

#### (D) Others

Transfer the real Bengarians

Public views submissions on planning and design of Central Harbourfront to be consolidated by Planning Department

### Agreement No. CE 62/2006 (TP) Central Reclamation Urban Design Study – Feasibility Study

### Government specifications on 3D Digital Modelling

- Models should have geo-reference based on HK1980 Grid and height level in HK Principal Datum.
- 2. The model area, i.e. the area for which a model is required to be constructed, should covered the Study Area identified in Annex 1 with backdrop of existing Central Business Area. Relevant maps and photos of the model area will be provided to allow for better appreciation of the general context of the area.
- 3. All key development sites identified in clause 4.2 should be of photo-realistic quality whereas block model quality with textured mapping would be sufficient as backdrop for the rest of the model area.
- 4. In general, the quality of the 3D digital model should follow the list of requirements specified below:
  - The need to include fly-over, road markings, traffic signs, street lights, traffic lights, gantries and fences.
  - The need to include landscape features along roads.
  - The need to specify vegetation in 3D or planar format and of local species.
  - For detailed models of landmark buildings, whether photo-realistic façade to be applied by texture mapping with photos or finely constructed using material properties should be clearly specified.
  - For block models, whether blank façade is acceptable or generic façade should be applied.
- 5. For models that include terrain topology ie. Victoria Peak, either textual mapping or aerial photos/satellite imagery can be used to drape onto the terrain models. The resolution of these images should be kept as photo-realistic as possible. The model should include a skyview as backdrop where applicable. If required, aerial photos/satellite images could be provided at cost to the Consultant/Contractor upon written request to DR.
- Other data such as building height and shape required for the construction of models as well as the sources of the data can be provided if necessary and upon written request.

- 7. The file size and number of polygons of the models should be kept as small as possible.
- 8. Submitted files for the models should be complete without any missing files. Any linking files, for façade, material and standard models of people and trees etc, should be properly maintained and provided.
- All submitted files of the models (for checking and as final deliverables) should be in Autodesk VIZ 2006 format. No third-party's plug-in or RPC (Rich Photo-realistic Content) are allowed without prior approval from PlanD.
- 10. If web publication is required, additional files of the models in VRML 2.0 file formats of the models for submission should also be specified.
- 11. All files of models submitted should be named in English.

### Agreement No. CE 62/2006 (TP) Central Reclamation Urban Design Study – Feasibility Study

### Sample Index Page for Deliverables

### Details of Agreement

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| Name of Sub-          | consultant             | s  |                           |                                  |   |
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大綱研究時間表 AGREEMENT No. CE62/2008(TP) - 中環境海區城市設計研究 OUTLINE STUDY PROGRAMME AGREEMENT NO. CE62/2006 (TP) - CENTRAL RECLAMATION URBAN DESIGN STUDY - FEASIBILITY STUDY

※■者 PLANNING DEPARTMENT REFERENCE No.

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M/SD1/08/042b

### Agreement No. CE 62/2006 (TP) Central Reclamation Urban Design Study – Feasibility Study

Proposed Membership and Terms of Reference of the Study Steering Group

#### Terms of Reference

- 1. To oversee and monitor the progress of the Study;
- To provide guidance to the Consultant on major issues of relevance to the Study;
   and
- 3. To receive and consider study reports and recommendations submitted by the Consultant prior to recommending the results of the Study to the relevant Government Committees and the Town Planning Board for endorsement.

#### Membership

Chairman:

Deputy Director of Planning/District

Vice-Chairman:

Assistant Director of Planning/Special Duties

Members

Representative(s) from:

SHPL

C for T

D of Lands

DLCS

PM/HKI&I, CEDD

DO/C&W

CTP/SD, PlanD

CTP/UD & L, PlanD

CTP/SR, PlanD\*

DPO/HK, PlanD\*

SETW\*

D Arch S\*

D of B\*

D of Hy\*

Commissioner for Tourism\*

Secretary

STP/SD2, PlanD

<sup>\*</sup> to attend on a need basis

### Agreement No. CE 62/2006 (TP)

# Central Reclamation Urban Design Study - Feasibility Study

# GENERAL CONDITIONS OF EMPLOYMENT OF ENGINEERING AND ASSOCIATED CONSULTANTS FOR A FEASIBILITY ASSIGNMENT

# THE GOVERNMENT OF THE HONG KONG SPECIAL ADMINISTRATIVE REGION

### GENERAL CONDITIONS OF EMPLOYMENT

OF

### ENGINEERING AND ASSOCIATED CONSULTANTS

### FOR A

FEASIBILITY ASSIGNMENT



1997 EDITION

### GENERAL CONDITIONS OF EMPLOYMENT OF ENGINEERING AND ASSOCIATED CONSULTANTS FOR A FEASIBILITY ASSIGNMENT

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### GENERAL CONDITIONS OF EMPLOYMENT O F ENGINEERING & ASSOCIATED CONSULTANTS FOR A FEASIBILITY ASSIGNMENT

1. In the Agreement as hereinafter defined the following words and expressions shall have the meaning hereby assigned to them except when the context otherwise requires:

Definitions

- "Agreement" means and includes the Memorandum of Agreement, General Conditions of Employment of Engineering & Associated Consultants for a Feasibility Assignment, any Special Conditions of Employment, the Brief, Schedule of Fees and such other documents as may be referred to in the Memorandum of Agreement.
- "Assignment" means that part of the Project undertaken by the Consultants as detailed in the Brief.
- "Brief" means the document attached to the Memorandum of Agreement which describes the Project and sets out the details of the Assignment.
- "Consultants" means the person, firm or company named in the Memorandum of Agreement and includes the Consultants' permitted assignees.
- "Deliverables" means all the reports, drawings, documents, software, certificates and other items described in the Brief which are to be produced by the Consultants under the Assignment.
- "Director" means the person designated in the Memorandum of Agreement to act as the Director or such other person as may be appointed from time to time by the Employer and notified in writing to the Consultants to act as the Director for the purposes of this Agreement and the person so designated or appointed may be described either by name or as the holder for the time being of a public office.
- "Director's Representative" means the person designated in the Brief to act as the Director's Representative or such other person as may be appointed from time to time by the Director and notified in writing to the Consultants to carry out the duties of the Director's Representative and the person so designated or appointed may be described either by name or as the holder for the time being of a public office.
- "Employer" means the Government of the Hong Kong Special Administrative Region.
- "Government" means the Government of the Hong Kong Special Administrative Region.
- "Project" means the scheme described in the Brief, of which the Assignment forms a part.

"Services" means duties, work, services, surveys and investigations to be carried out and obligations to be fulfilled by the Consultants under this Agreement.

Singular and plural

2. Words and expressions in the singular include the plural and words and expressions in the plural include the singular where the context so implies.

Marginal headings

3. The index, marginal notes or headings in any documents forming part of the Agreement shall not in any way vary, limit or extend the interpretation of the Agreement.

Laws

4. The Agreement shall be governed by and construed according to the laws for the time being in force in Hong Kong.

Interpretation

5. The Interpretation and General Clauses Ordinance shall apply to the Agreement.

Memorandum of Agreement

6. The Consultants when called upon to do so shall enter into and execute a Memorandum of Agreement which shall be prepared at the cost of the Employer in the form annexed with such modifications as may be necessary.

Documents mutually explanatory

- 7. (A) Save to the extent that any Special Conditions of Employment provides to the contrary the provisions of the General Conditions of Employment shall prevail over those of any other document forming part of the Agreement.
- (B) Subject to sub-clause (A) of this Clause the several documents forming the Agreement are to be taken as mutually explanatory of one another but in the case of ambiguities and discrepancies the same shall be explained and adjusted by the Director's Representative.

Use of English Language and metric units

8. All the correspondence in connection with this Agreement shall be in English. All Deliverables shall be in English and metric units shall be used throughout, unless otherwise stated in the Brief or approved by the Director's Representative.

Confidentiality

- 9. (A) Save for the performance of the Services the Consultants shall not disclose the terms and conditions of this Agreement or any information, specification, documents, drawing, plan, software, data or particulars furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed or engaged by the Consultants in carrying out this Assignment or any approved sub-consultants or the Consultants' legal and insurance advisers.
- (B) Any disclosure to any person, sub-consultants or advisers permitted under sub-clause (A) of this Clause shall be in strict confidence and shall extend only so far as may be necessary for the purpose of this Agreement and the Consultants shall take all necessary measures to ensure the confidentiality of any such disclosure.

- (C) The Consultants shall not without the prior written consent of the Director which approval shall not be unreasonably withheld publish, either alone or in conjunction with any other person, in any newspaper, magazine, or periodical, any article, photograph or illustration relating to this Agreement.
- (D) If the Consultants have provided the Employer with documents and information which they have declared in writing to be confidential and stamped accordingly whether in relation to their practice or special circumstances or for other good causes, unless the Director within two months of receipt of such information by notice in writing disagrees, then that information will be treated as confidential. The Employer shall not permit the disclosure of such confidential information to third parties without the written consent of the Consultants.
- 10. (A) The Director's Representative shall keep the Consultants informed on such matters as may appear to him to affect the performance of the Services and shall give such assistance, approvals, and decisions in writing as and when they shall reasonably be required for the performance of the Services.

Information to be supplied by the Employer

- (B) All information relevant to the Assignment which is readily available shall be supplied free of charge to the Consultants subject to the provisions in the Brief. Any documents supplied free of charge to the Consultants shall be returned to the Director's Representative if so required.
- (C) The Consultants shall take all necessary steps to approach the Director's Representative for the supply of information and for making additional copies of any information supplied.
- 11. The Consultants shall, through the Director's Representative, keep the Employer informed on all matters related to the Assignment within the knowledge of the Consultants including details of all staff employed by them in the performance of the Services and shall answer all reasonable enquiries received from the Director's Representative and render reports at reasonable intervals when asked to do so and shall assist the Director's Representative to form an opinion as to the manner in which they are proceeding with the Assignment.

Information to be supplied by the Consultants

12. (A) For a period of 12 years commencing with the completion of any works contract, supervision of which is part of the Services, the Consultants shall retain and provide spaces for that purpose all their records, measurement books, accounts and other information in respect of each works contract.

Retention of documents and audit inspection

- (B) The Consultants shall give assistance to authorised public officers for the purpose of audit inspection to inspect such records, measurement books, accounts and other information whatsoever and shall answer queries or supply information reasonably requested by such officers in pursuance of such audit inspection.
- 13. The Consultants shall, if reasonably possible, attend or be represented at all meetings convened by the Director's Representative to which they may be summoned and shall advise and assist the Director and the Director's Representative on all matters relating to the Services.

Attendance at meetings

Facilities for inspection

14. The Consultants shall at all times give to the Director, his representatives and any persons duly authorised by him reasonable facilities to inspect or view the contract works and the sites for the contract works and all plans, drawings, specifications, records and correspondence in their possession relevant to any works contracts covered by this Agreement.

Approval of documents

- 15. (A) All drawings, designs, plans specifications, bills of quantities or other documents, matters or things prepared by the Consultants for or in connection with any invitation for tenders shall not be used for such purpose unless they shall first have been approved by the Director's Representative.
- (B) The Consultants shall, when so requested by the Director's Representative, submit to him for his approval such drawings, designs, plans, specifications, bills of quantities or other documents, matters or things prepared by them as a direct requirement of the Assignment as he may specify or require.
- (C) No such approval shall affect the responsibility of the Consultants in connection with the Services.

Director's Representative 16. The Consultants shall take instructions and directions and, where appropriate, receive the Employer's decisions and views only through the Director's Representative and, subject to any limitations imposed by the Director's Representative in any letter of authority granted by him, such other person to whom the Director's Representative may delegate his powers.

Amendments to the Brief

- 17. (A) The Director's Representative shall make any changes to the Brief which he considers necessary or desirable for the successful completion of the Assignment or the Project.
- (B) Any queries on, or suggestions for amendments to the Brief shall be referred to the Director's Representative for his clarification or instructions regarding further action.

Written approval

18. The Consultants shall obtain the written approval of the Director's Representative prior to entering into any commitment to expenditure for which there is provision for reimbursement under the Schedule of Fees.

Consultation

- 19. (A) The Consultants shall, as may be necessary for the successful completion of the Assignment, consult all authorities, including public utility companies, having rights or powers in connection with the Assignment and bodies or persons affected by the Assignment.
- (B) The Consultants shall consult all persons and bodies listed in the Brief or who may be appointed by the Employer or nominated by the Director in regard to any particular aspect of the Project and in consequence thereof make such changes in the production of the Deliverables as may be approved by the Director's Representative.

20. (A) The Consultants shall respond to queries on the findings and conclusions of this Assignment raised during the period defined in the Brief for such queries by the Director's Representative or by any consultant who may be appointed by the Employer for the subsequent stage of the Project. 

Response to queries

The Consultants shall use their best endeavours to respond to queries on **(B)** the findings and conclusions of this Assignment raised after the period defined in the Brief for such queries by the Director's Representative or any person who may be appointed by the Employer or nominated by the Director's Representative.

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21. The Employer shall become the exclusive owner of all Deliverables, save those Deliverables under licence or those Deliverables in respect of which there is a preexisting copyright or patent, supplied or produced by, for or on behalf of the Consultants under this Agreement. The liability of the Consultants in respect of the Employer's use of such Deliverables shall be limited to liabilities arising from uses contemplated under this Agreement or expressly agreed to in writing by the Consultants. The Employer hereby: Signification of the second of the second of the second

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Exclusive ownership

- (i) indemnifies the Consultants against all claims, damages, losses or expenses suffered by the Employer; and
- agrees to indemnify the Consultants against all claims, made by third parties against the Consultants;

arising out of or in connection with a use by the Employer of any Deliverable which use was not contemplated under this Agreement or not expressly agreed to in writing by the Consultants.

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The Consultants shall exercise all reasonable professional skill, care and diligence in the performance of all and singular the Services and, in so far as their duties are discretionary, shall act fairly between the Employer and any third party. and the state of t

Care and diligence

- The Consultants shall, in respect of any work done or information supplied by or on behalf of the Employer, report to the Director's Representative any errors, omissions and shortcomings of whatsoever nature of which the Consultants become aware in the performance of the Services.
- **(C)** The Consultants shall indemnify and keep indemnified the Employer against all claims, damages, losses or expenses arising out of or resulting from any negligence in or about the conduct of and performance by the Consultants, their servants or agents, of all and singular the Services.
- In the event of any errors or omissions for which the Consultants are responsible and as a result of which the re-execution of the Services is required, the Consultants shall, without relieving any liability and obligation under the Agreement, at their own cost re-execute such Services to the satisfaction of the Director's Representative.

Instructions and procedure

- 23. The Consultants shall comply with all reasonable instructions of the Director or the Director's Representative. The Director's Representative shall issue to the Consultants general instructions on procedure and shall supply such additional information and standard Government printed forms as may be required. The Consultants shall follow the Employer's procedure so far as possible and shall obtain the prior approval in writing of the Director's Representative to major departures from such procedure. Nothing in this clause shall be deemed to affect the responsibility of the Consultants in connection with the Services.
- 24. Not used.
- 25. Not used.

Programme to be submitted and agreed

- 26. (A) The Consultants may propose changes to some or all of the key dates specified in the Brief for incorporation into the draft programme prepared under subclause (B) of this Clause. If any of such proposed changes are agreed by the Director's Representative, who may impose conditions on his agreement, the corresponding key dates shall be changed and the changed dates incorporated into the draft programme.
- (B) The Consultants shall submit a draft programme which shall be in accordance with the requirements of the Brief and shall incorporate the key dates specified in the Brief, including any changes agreed under sub-clause (A) of this Clause. The Director's Representative shall either agree the draft programme or instruct the Consultants to submit a revised draft programme which they shall do.
- (C) If the Director's Representative does not agree the revised draft programme submitted under sub-clause (B) of this Clause, he shall issue an instruction under Clause 23.
- (D) When the Director's Representative has agreed the draft programme or the revised draft programme submitted under sub-clause (B) of this Clause or such other draft programme as may result from sub-clause (C) of this Clause, the agreed draft programme or re-draft programme shall become the Programme for carrying out the Assignment and shall be amended only with the approval of the Director's Representative.

Payment

27. Payments under this Agreement shall be made in accordance with the Schedule of Fees.

Fees to be inclusive

28. Unless provided otherwise, the fees quoted in the Schedule of Fees shall be inclusive of all labour, materials and expenses incurred in the performance of the Services.

Payment in Hong Kong dollars 29. Unless provided otherwise, payments shall be made in Hong Kong in Hong Kong dollars.

30. (A) The Consultants shall specify in their claims for fees on a time basis and any reimbursement expenses associated with these fees incurred by the Consultants or one of their associated firms in a currency other than Hong Kong dollars the calendar month during which the Services to which they relate are performed. Payment shall be arranged by conversion to Hong Kong dollars at the Selling (T.T.) rate in use by the Hong Kong and Shanghai Banking Corporation at the commencement of business on the last working day of that month.

Expenses incurred in currencies other than Hong Kong dollars

- (B) The Consultants shall specify in their claims for other reimbursement expenses incurred in currencies other than Hong Kong dollars the date on which the expenses were paid. Payment shall be arranged by conversion to Hong Kong dollars at the Selling (T.T.) rate in use by the Hong Kong and Shanghai Banking Corporation at the commencement of business on the date the expense was paid.
- (C) Payment of claims under sub-clauses (A) and (B) of this Clause may alternatively be arranged by conversion to Hong Kong Dollars at the actual rate of exchange used, on production of a copy of the relevant exchange receipt issued by the bank.
- 31. (A) Except as provided for in sub-clause (B) of this Clause accounts of all money due from the Employer to the Consultants in accordance with this Agreement shall be paid within 28 days after receipt of the Consultants' invoice by the Director's Representative. In the event of failure by the Employer to make payment to the Consultants in compliance with the provisions of this Clause the Employer shall pay to the Consultants interest at the judgement debt rate prescribed from time to time by the Rules of the Supreme Court (Chapter 4 of the Laws of Hong Kong) (interpreted in accordance with the Hong Kong Reunification Ordinance) upon any overdue payment from the date on which the same should have been made.

Payment of accounts

- (B) If any item or part of an item of an account rendered by the Consultants is reasonably disputed or reasonably subject to question by the Employer, the Employer shall within 14 days after receipt of the invoice by the Director's Representative inform the Consultants in writing of all items under dispute or subject to question. Payment by the Employer of the remainder of that account shall not be withheld on such grounds and the provisions of sub-clause (A) of this Clause shall apply to such remainder.
- 32. The Consultants shall render their accounts for interim payments in accordance with the Schedule of Fees.

Rendering of accounts

33. The Consultants shall be entitled to payment for the performance of any Services which they could not reasonably have anticipated at the time of entering into this Agreement resulting from:

Payment for additional Services

- (i) explanations or adjustments made under Clause 7;
- (ii) changes to the Brief made under sub-clause (A) of Clause 17;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 17;

- (iv) appointments or nominations made under sub-clause (B) of Clause 19;
- (v) responding to queries under sub-clause (B) of Clause 20; and
- (vi) instructions given under Clause 23.

Provided that such Services are not attributable to default on the part of the Consultants.

### Reduction of lump sum fees

34. If there shall be a reduction in the Services resulting from:

- (i) explanations or adjustment made under Clause 7;
- (ii) changes to the Brief made under sub-clause (A) of Clause 17;
- (iii) clarifications or instructions given under sub-clause (B) of Clause 17;
- (iv) appointments or nominations made under sub-clause (B) of Clause 19; and
- (v) instructions given under Clause 23:

then the Employer shall be entitled to a reduction in the lump sum fees in respect of such a reduction in the Services.

#### Payment for delays

- 35. (A) The Consultants shall be entitled to payment in respect of any additional costs they incur as a result of delays arising during the performance of the Services provided that the delays are not attributable to default on the part of the Consultants.
- (B) The Consultants shall notify the Director's Representative when a delay arises and shall detail what in their opinion are the reasons for the delay, the consequences or likely consequences of the delay and any additional costs they have incurred or may incur.
- (C) The Consultants shall keep such contemporary records as may reasonably be necessary to support any claim for payment under this Clause and shall give to the Director's Representative details of the records being kept in respect thereof. Without necessarily admitting the Employer's liability, the Director's Representative may require the Consultants to keep and agree with the Director's Representative any additional contemporary records as are reasonable and may in the opinion of the Director's Representative be material to the claim. The Consultants shall permit the Director's Representative to inspect all records kept pursuant to this Clause and shall supply copies thereof as and when the Director's Representative so requires.

- (D) After the giving of a notice of delay to the Director's Representative under sub-clause (B) of this Clause, the Consultants shall, as soon as is reasonable, send to the Director's Representative a first interim account giving full and detailed particulars of the circumstances giving rise to the delay and any additional costs they incurred. Thereafter at such intervals as the Director's Representative may reasonably require, the Consultants shall send to the Director's Representative further up-to-date accounts giving the accumulated total of the additional costs and any further full and detailed particulars in relation thereto.
- (E) If the Consultants fail to comply with the provisions of sub-clause (B) of this Clause in respect of any claim, such claim shall not be considered.

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- (F) If the Consultants fail to comply with the provisions of sub-clauses (C) or (D) of this Clause in respect of any claim, the Director's Representative may consider such claim only to the extent that the Director's Representative is able on the information made available.
- (G) The Consultants shall take all reasonable steps to mitigate the costs which may be incurred as a result of the delays.

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- 36. Not used.
- 37. The Consultants shall not have the right to assign or transfer the benefit and obligations of this Agreement or any part thereof.

Non-assignment

38. The Consultants shall obtain the prior written approval of the Director's Representative to:

Employment and replacement of sub-

- (i) the appointment of sub-consultants to undertake any part of the Services; and
- (ii) the replacement of any sub-consultant appointed under sub-clause (i) of this Clause.
- 39. The appointment of sub-consultants to undertake any part of the Services shall not relieve the Consultants from any liability or obligation under this Agreement and they shall be responsible for the acts, default and neglects of any sub-consultant, his agents, servants or workmen as fully as if they were the acts, default and neglects of the Consultants, their agents, servants or workmen.

Liability of Consultants for acts, default and neglects of subconsultants

40. Not used.

41. (A) This Agreement may be suspended or terminated by the Employer at any time, by the Director's Representative giving the Consultants 3 months' notice in writing.

Suspension, resumption or termination

(B) On suspension or termination the Consultants shall be paid all fees and expenses commensurate with the Services performed by them up to the date of suspension or termination which may then be due.

- (C) In the event of suspension or termination the Consultants shall be entitled to reimbursement of the actual cost of or an amount in fair compensation for any financial commitment or obligation outstanding after the giving of the notice of suspension or termination which they have properly incurred in accordance with this Agreement prior to the giving of the notice of suspension or termination.
- (D) The payments referred to in sub-clauses (B) and (C) of this Clause shall be deemed in full and final payment for the Services up to the date of suspension or termination.
- (E) In the event of suspension and subsequent resumption of this Agreement the Consultants shall be reimbursed any expenses necessarily incurred as a result of such resumption.
- (F) If this Agreement is resumed any payment of fees under this Clause except in respect of abortive work that has to be re-done shall rank as payment on account towards the fees payable under this Agreement.
- (G) Should this Agreement continue to be suspended for a period of more than two years then either:
  - (i) it shall be terminated upon the written notice of either party; or
  - (ii) it may be renegotiated with the agreement of both parties.

Special risks

- 42. (A) The Consultants shall not be liable for any failure to perform the Services caused by the special risks.
- (B) Should the performance by the Consultants of the Services be prevented or adversely affected by the special risks, they shall forthwith give notice in writing thereof to the Director and, subject to such notice having been given, shall be reimbursed any extra costs and expenses as may have been necessarily incurred by reason of the special risks.
- (C) If at any time by reason of the special risks it shall be impossible or impracticable to give notice in writing to the Director in Hong Kong under the provisions of sub-clause (B) of this Clause, such notice may be given by or on behalf of the Consultants to any Economic and Trade Office of the Government wherever situated.
- (D) Should the performance of the Services be wholly or substantially prevented by the special risks for a period of not less than 90 consecutive days, the Consultants shall be entitled at the expiration of such period of 90 days to give to the Director not less than 14 days' notice in writing terminating this Agreement. Upon the expiration of such notice, the Consultants shall be entitled to receive the same remuneration and reimbursement as if the Agreement had been terminated by the Director under Clause 41 plus any payments which may have become payable under sub-clause (B) of this Clause.

- (E) For the purpose of this Clause "the special risks" means the outbreak of war affecting Hong Kong, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, revolution, military or usurped power, the overthrow whether by external or internal means of the Government, civil war, riot, disturbances, civil commotion or any similar cause beyond the control of the Consultants which prevents or adversely affects the performance of the Services.
- 43. The Consultants shall have the right to appeal to the Director against any instruction or decision of the Director's Representative which they consider to be unreasonable.

Appeal to Director

44. (A) If any dispute or difference of any kind whatsoever shall arise between the Employer and the Consultants in connection with or arising out of this Agreement, either party shall be entitled to refer the dispute or difference to the Director and the partner or director of the Consultants, who shall meet within 21 days of such matter being referred to them.

Settlement of disputes

(B) If the dispute or difference cannot be resolved within 2 months of a meeting under sub-clause (A) of this Clause or upon written agreement that the dispute or difference cannot be resolved, either the Employer or the Consultants may at any time thereafter request that the matter be referred to mediation in accordance with and subject to the Hong Kong Government Mediation Rules or any modification thereof for the time being in force.

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- (C) If the matter cannot be resolved by mediation, or if either the Employer or the Consultants do not wish the matter to be referred to mediation then either the Employer or the Consultants may within the time specified herein require that the matter shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration Ordinance or any statutory modification thereof for the time being in force and any such reference shall be deemed to be a submission to arbitration within the meaning of such Ordinance. Any such reference to arbitration shall be made within 90 days of either the refusal to mediate, or the failure of the mediation.
- (D) The Hong Kong International Arbitration Centre Domestic Arbitration Rules shall apply to any arbitration instituted in accordance with this Clause unless the parties agree to the contrary.
- 45. The Consultants shall inform their employees who are engaged either directly or indirectly on the formulation and implementation of a Government project that the soliciting or accepting of an advantage as defined in the Prevention of Bribery Ordinance is not permitted. The Consultants shall also caution their employees against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the Government projects.

Prevention of bribery

Declaration of interest

- 46. (A) On appointment and during the currency of this Agreement, the Consultants must declare any interest if it is considered to be in real or apparent conflict with the Services. The Consultants shall not undertake any services, which could give rise to conflict of interest, except with the prior approval of the Director's Representative which approval shall not be unreasonably withheld.
- (B) In any case, the Consultants or any of their associated companies shall not undertake any services for a contractor in respect of a contract between that contractor and the Employer for which the Consultants are providing a service to the Employer.

Insurance

- 47. (A) Without limiting their obligations and responsibilities nor their liability to indemnify the Employer under Clause 22 the Consultants shall, as from the date of commencement of this Agreement, and thereafter, maintain a minimum insurance cover of an amount as defined in the Brief to meet any claims that may be made by the Employer in respect of any negligence in or about the conduct of and performance by the Consultants, their servants and agents of all and singular the Services. The Consultants shall use their best endeavours to maintain the said cover for a period of six years from completion of the works under the Assignment. Either in the same policy or additionally, the Consultants shall maintain sufficient insurance, for the like period, as would properly protect the Consultants against any claims by third parties in respect of the performance of the Services by the Consultants.
- (B) In the event that through no fault of the Consultants it becomes impractical or unreasonable to maintain the said cover for the full period required by sub-clause (A) of this Clause, the Director's Representative may approve alternative arrangements.
- (C) The foregoing insurance policy or policies shall be effected with an insurer (or insurers) and in terms acceptable to the Employer. Throughout the period of insurance the Consultants shall each year lodge with the Employer a certificate signed by and on behalf of the Consultants' insurers stating that the said policy or policies of insurance remain in force.

### Agreement No. CE 62/2006 (TP)

# Central Reclamation Urban Design Study - Feasibility Study

SPECIAL CONDITIONS OF EMPLOYMENT

### Agreement No. CE 62/2006 (TP) Central Reclamation Urban Design Study – Feasibility Study

### SPECIAL CONDITIONS OF EMPLOYMENT

### SCE 1 Disclosure Of Fee Payable To The Consultants

- SCE1.1 The Consultants hereby irrecoverably authorize, consent and agree that the Employer may, whenever the Employer considers appropriate or upon request by any person (written or otherwise) and without further reference to the Consultants, disclose to any person in such form and manner as the Employer deems fit -
  - (1) the fees, costs and expenses payable by the Employer for engaging the Consultants; and
  - (2) the lump sum fee proposal submitted by the selected consultant (in case of assignment remunerated on lump sum fee basis) / the notional time charge ceiling for the consultancy study (in case of assignment remunerated on time-charge basis) / the estimated lump sum fee calculated based on the percentage-fee proposal submitted by the selected consultant (in case of assignment remunerated on percentage-fee basis).
- SCE1.2 The Consultants hereby waive and forego their right, if any, to make any claims against the Employer for any losses, damages, costs, charges, liabilities, demands, proceedings and actions that may arise out of or in consequence of such disclosure by the Employer.

### SCE 2 Quality Management System Certification of Consultants

#### SCE 2.1 Non-certified consultants

- (1) Within three months of the award of this Agreement, the Consultant shall book with a certification body acceptable to the Employer, the date of audit for the ISO 9001:2000 certification; with detailed documented quality system procedures ready at the time of booking. If the Consultant is a joint venture, the certification audit referred to in this sub-clause shall mean that of the partner or shareholder whose quality system shall be implemented by the joint venture as specified in the declaration submitted with the expression of interest.
- (2) Notwithstanding any other provision of this Agreement, compliance with sub-clause (1) of this Clause shall be a condition precedent to the Consultant's entitlement to any payment or any further payment as the case may be under this Agreement.
- (3) Sub-clauses (1) and (2) of this Clause are not applicable if the Consultant or, where the Consultant is a joint venture, its specified partner or shareholder has already obtained ISO 9001:2000 certification on or before the date of the award of this Agreement.

### SCE 2.2 Scope of Certification

- (1) Within three months of the award of this Agreement, the Consultant shall apply to the relevant certification body for revision of its current scope of ISO 9001:2000 certification to cover site activities service; with detailed documented quality system procedures ready at the time of applying for revision. If the Consultant is a joint venture, the ISO 9001:2000 certification referred to in this sub-clause shall mean the certification of the partner or shareholder whose quality system shall be implemented by the joint venture as specified in the declaration submitted with the expression of interest.
- (2) Notwithstanding any other provision of this Agreement, compliance with sub-clause (1) of this Clause shall be a condition precedent to the Consultant's entitlement to any payment or any further payment as the case may be under this Agreement.
- (3) Sub-clauses (1) and (2) of this Clause are not applicable if:
  - (a) site activities service is not required to be provided by the Consultant under this Agreement; or
  - (b) the scope of ISO 9001:2000 certification of the Consultant or, where the Consultant is a joint venture, its specified partner or shareholder has already been revised by the relevant certification body to cover site activities service on or before the date of the award of this Agreement.

### SCE 3 Interest on Overdue Payment

#### SCE 3.1 Payment of Accounts

Clause 31 of the General Conditions of Employment is deleted and replaced by the following:

- 31. (A) Except as provided for in sub-clause (B) of this Clause accounts of all money due from the Employer to the Consultants in accordance with this Agreement shall be paid within 28 days after receipt of the Consultants' invoice by the Director's Representative. In the event of failure by the Employer to make payment to the Consultants in compliance with the provisions of this Clause the Employer shall pay to the Consultants interest at one percent below the judgement debt rate prescribed from time to time by the Rules of the High Court (Chapter 4 of the Laws of Hong Kong) upon any overdue payment from the date on which the same should have been made.
  - (B) If any item or part of an item of an account rendered by the Consultants is reasonably disputed or reasonably subject to question by the Employer, the Employer shall within 14 days after receipt of the invoice by the Director's Representative inform the Consultants in writing of all items under dispute or subject to question. Payment by the Employer of the remainder of that account shall not be withheld on such grounds and the provisions of sub-clause (A) of this Clause shall apply to such remainder.

### SCE 4 Professional Indemnity Cover

General Conditions of Employment Clause 47 is deleted and replaced by the following:

- 47. (A) Without limiting their obligations and responsibilities nor their liability to indemnify the Employer under Clause 22 the Consultants shall, as from the date of commencement of this Agreement, and thereafter, maintain professional indemnity insurance with a minimum cover of an amount as stated in the Brief to meet any claims that may be made by the Employer in respect of any negligence in or about the conduct of and performance by the Consultants, their servants and agents of all and singular the Services. The Consultants shall use their best endeavours to maintain the said cover for a period of 6 years from completion of the Services under the Assignment. Either in the same policy or additionally, the Consultants shall maintain sufficient insurance, for the like period, as would properly protect the Consultants against any claims by third parties in respect of the performance of the Services by the Consultants.
  - (B) In the event that the insurance cover required by sub-clause (A) above ceases to be available at reasonable commercial rates, the Consultants shall maintain professional indemnity insurance at the maximum level of cover which is available at reasonable commercial rates, provided that the Consultants has obtained the prior agreement in writing of the Employer to such reduced level of insurance cover.
  - (C) If the Consultants shall fail upon request to produce to the Employer satisfactory evidence that there is in force professional indemnity insurance required by sub-clause (A) above or as may have been agreed in accordance with sub-clause (B) above, the Employer may effect and keep in force any such insurance and pay such premium as may be necessary for that purpose. The Employer shall be entitled to deduct such premium, together with expenses incurred from any sums due to the Consultants under the Agreement and/or to recover such amount as a debt from the Consultants.

### Note to Consultants

Consultants' attention is drawn to SCE 4 regarding the professional indemnity insurance requirement under the agreement. Please also refer to Environment, Transport and Works Bureau Technical Circular (Works) No. 6/2003 for details of the above.

#### SCE 5 Exclusive Ownership

Clause 21 of General Conditions of Employment is deleted and replaced with the following clause –

21 (A) The Employer shall become the absolute and exclusive owner of all Deliverables and all intellectual property rights subsisting therein free from all encumbrances save those intellectual property rights belonging to a third party in respect of which sub-clause (C) of this Clause shall apply.

- (B) The Consultants hereby undertake and warrant to the Employer that they are, except in respect of those Deliverables referred to in sub-clause (C) of this Clause, the sole legal and beneficial owner of all intellectual property rights in all Deliverables.
- (C) The Consultants hereby further undertake and warrant to the Employer that to the extent that beneficial ownership of any intellectual property rights subsisting in any Deliverables are vested in anyone other than the Consultants, the Consultants shall procure that the beneficial owner shall grant to the Employer and any person as the Director's Representative may instruct: (i) a transferable, non-exclusive, royalty-free and irrevocable licence (carrying the right to grant sub-licences) to utilize the intellectual property rights in such Deliverables for all purposes contemplated under this Agreement or expressly agreed to in writing by the relevant beneficial owner thereof; and (ii) an indemnity upon the same terms mutatis mutandis as those set out in sub-clause (E) of this Clause. For the avoidance of doubt, any such licence and indemnity granted shall not be determined if this Agreement is suspended or determined pursuant to Clause 41 or otherwise.
- (D) The Consultants shall, at the request of the Director's Representative, do such acts and execute all such deeds and documents (or procure that same be done or executed) as the Director's Representative may require to vest any or all of the rights referred to in this Clause in the Employer or any other person as the Director's Representative may instruct. The Consultants shall bear their own costs and expenses in relation thereto.
- (E) The Consultants hereby indemnify the Employer against all claims, proceedings, actions, damages and losses incurred or sustained by the Employer arising from the use of the Deliverables and the intellectual property rights subsisting therein (whether owned by the Consultants or other parties) provided that in respect of those intellectual property rights referred to in sub-clause (C) of this Clause, the liability of the Consultants under this sub-clause (E) shall be limited to liability arising from uses for the purposes contemplated under this Agreement or expressly agreed to in writing by the relevant beneficial owner thereof. The indemnity herein shall survive termination of this Agreement.
- (F) Solely for the purposes of this Clause and sub-clause (H) of Clause 41, "Deliverables" means all the reports, drawings, documents, software, certificates and other items described in the Brief (whether or not such reports, drawings, documents, software, certificates or other items described in the Brief are in completed forms or otherwise) which are to be produced by the Consultants under the Assignment.

#### SCE 6 Suspension, Resumption or Termination

Clause 41 of General Conditions of Employment is amended by adding the following sub-clause -

41 (H) Upon suspension or termination the Consultants shall forthwith at their own costs deliver to the Director's Representative 2 copies of all Deliverables thus far carried out up to the date of suspension or termination.

#### SCE 7 Setting Off Money due to the Government from Defaulting Consultants

- SCE7.1 All damages, losses, costs, expenses, debts or sums for which the Consultants are liable to the Employer under any provision of this Agreement may be deducted by the Employer from monies due to the Consultants under this Agreement and the Employer shall have the power to recover any balance not so deducted from monies due to the Consultants under any other Government consultancy agreement between the Employer and the Consultants.
- SCE7.2 All damages, losses, costs, expenses, debts or sums for which the Consultants are liable to the Employer under any provision of any other Government consultancy agreement between the Consultants and the Employer may be deducted by the Employer from monies due to the Consultants under this Agreement.

#### SCE 8 Confidentiality

Replace Clause 9 of the General Conditions of Employment by the following clause:

- 9 (A) Except as necessary for the performance of the Services the Consultants shall not (except with the prior written consent or as instructed by the Director's Representative) disclose the terms and conditions of this Agreement or any report, document, specification, drawing, plan, software, data or other particulars furnished by or on behalf of the Employer in connection therewith, or any such or similar information generated or produced by the Consultants pursuant to this Agreement, to any person other than a person employed or engaged by the Consultants in carrying out this Assignment, an agent of the Consultants, any approved sub-consultant or the Consultants' accountants, insurers and legal advisers.
  - (B) Any disclosure to any person, agent, sub-consultant, accountant, insurer, legal adviser permitted under sub-clause (A) of this clause shall be in strict confidence and shall be on a "need to know" basis and extend only so far as may be necessary for the purposes of this Agreement.
  - (C) The Consultants shall take all necessary measures (including by way of contractual provisions where appropriate) to ensure that their directors, employees, agents, sub-consultants, accountants, insurers and legal advisers as mentioned in sub-clause (A) are aware of and shall comply with the confidentiality and non-disclosure provisions contained in this Agreement. If required by the Employer, the Consultants undertake to procure for and on behalf of the Employer a confidentiality agreement in a form to be prescribed by the Employer from any director, employee, agent, sub-consultant, accountant, insurer and legal adviser to whom any confidential information is to be disclosed.

- (D) The Consultants shall not without the prior written consent of the Director's Representative publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical or through any electronic medium, any article, photograph or illustration relating to this Agreement.
- If the Consultants have provided the Employer with documents and information which they have declared in writing to be confidential and stamped accordingly whether in relation to their practice or special circumstances or for other good causes, unless the Director within two months of receipt of such information by notice in writing disagrees, then that information will be treated as confidential. In relation to disputes between the Employer and the Consultants, the Employer may subject to the following provisions disclose the outline of any dispute and the terms of settlement for which a settlement agreement has been reached with the Consultants or the outcome of the arbitration or any other means of resolution of dispute to the Public Accounts Committee of the Legislative Council upon its request. Before disclosures are made to the said Committee, the Employer shall inform the Consultants. Disclosures shall not be made to the said Committee before expiry of the first 6 months from the date of the settlement agreement, arbitration award or, as the case may be, outcome of other means of resolution of dispute without the written consent of the Consultants but such consent shall not be unreasonably withheld. The Consultants shall be deemed to have given their consent to disclosures on the expiry of the first 6 months from the date of the settlement agreement, arbitration award or. as the case may be, outcome of other means of resolution of dispute. The Consultants may, if they consider necessary to protect the sensitive nature of certain information relating to them, request the Employer to disclose such specified information to the said Committee strictly on a confidential basis. If the Employer considers that there are legitimate grounds to accede to the Consultants' request, the Employer shall convey the request to the said Committee for its consideration.
- (F) The Consultants shall indemnify and keep indemnified the Employer against all loss, liabilities, damages, costs, legal costs, professional and other expenses of any nature whatsoever the Employer may suffer, sustain or incur, whether direct or consequential, arising out of or in connection with any breach by the Consultants or their directors, employees, agents, sub-consultants, accountants, insurers or legal advisers of this clause.
- (G) The provision of this clause shall survive the termination of this Agreement (however occasioned) and shall continue in full force and effect notwithstanding such termination.

#### SCE 9 Prevention of Bribery

Replace Clause 45 of the General Conditions of Employment by the following clause:

The Consultants shall prohibit their directors, employees, agents and

sub-consultants who are involved in this Agreement from offering, soliciting or accepting any advantage as defined in the Prevention of Bribery Ordinance, Cap 201. The Consultants shall also caution their directors, employees, agents and sub-consultants against soliciting or accepting any excessive hospitality, entertainment or inducements which would impair their impartiality in relation to the Assignment. The Consultants shall take all necessary measures (including by way of contractual provisions and/or providing training workshops where appropriate) to ensure that their directors, employees, agents and sub-consultants are aware of the aforesaid prohibition and will not solicit or accept any advantages, excessive hospitality etc when conducting business in connection with this Agreement.

#### SCE 10 Declaration of Ethical Commitment

The Consultants shall submit a signed declaration in a form prescribed in Appendix 1 to these Special Conditions of Employment or approved by the Employer to confirm compliance with the provisions on confidentiality and ethical commitment as stated in SCE Clauses 8 and 9 when demand is made for payment under this Agreement at a frequency, which shall not be more frequent than once per month, as specified by the Director's Representative. If the Consultants fail to submit the declaration as required, the Employer shall be entitled to withhold payment until such declaration is submitted and the Consultants shall not be entitled to interest in that period.

#### SCE 11 Acknowledgement of being Notified of the Ethical Requirements

The Consultants acknowledge that they have been reminded that dishonesty, theft and corruption on their part or those of their directors, employees, agents or sub-consultants who are involved in this Agreement may lead to prosecution under, without limitation, section 9 of the Prevention and Bribery Ordinance, Cap 201; section 17, section 18D or section 19 of the Theft Ordinance, Cap 210 and section 161 of the Crimes Ordinance, Cap 200. These offences commonly carry upon conviction terms of imprisonment.

#### SCE 12 Settlement of Disputes

Sub-clause (D) of General Conditions of Employment Clause 44 shall be replaced by the following:

- 44 (D)(i) Subject to paragraphs (ii) and (iii) of this sub-clause, the Hong Kong International Arbitration Centre Domestic Arbitration Rules (the Arbitration Rules) shall apply to any arbitration instituted in accordance with this Clause.
  - (ii) Notwithstanding Article 8.2 and Article 13 of the Arbitration Rules, the place of meetings and hearings in the arbitration shall be Hong Kong unless the parties otherwise agree.
  - (iii) Article 26 of the Arbitration Rules shall be deleted and replaced by:
    - '26.1 The arbitration proceedings are private and confidential between the parties and the arbitrator. No information relating to the arbitration shall be disclosed by any person without the

written consent of each and every party to the arbitration. Disclosures are permissible where disclosures —

- (a) are necessary for implementation or enforcement;
- (b) are required by the parties' auditors or for some other legitimate business reason;
- (c) are required by any order of the courts of Hong Kong or other judicial tribunal;
- (d) which are necessary for the making of claims against any third party or to defend a claim brought by any third party.
- 26.2 Notwithstanding Article 26.1 and subject to the following provisions, the party comprising the Government of the Hong Kong Special Administrative Region (the Government party) may disclose the outline of any dispute with the other party and the outcome of the arbitration to the Public Accounts Committee of the Legislative Council upon its request. Before disclosures are made to the said Committee, the Government party shall inform the other party. Disclosures shall not be made to the said Committee before expiry of the first 6 months from the date of the outcome of the arbitration without the written consent of the other party but such consent shall not be unreasonably withheld. The other party shall be deemed to have given his consent to disclosures on the expiry of the first 6 months from the date of the outcome of the arbitration. The other party may, if he considers necessary to protect the sensitive nature of certain information relating to him, request the Government party to disclose such specified information to the said Committee strictly on a confidential basis. If the Government party considers that there are legitimate grounds to accede to the other party's request, the Government party shall convey the request to the said Committee for its consideration.'

#### SCE 13 Conflict of Interest and Debarring

Clause 46 of the General Conditions of Employment is deleted and replaced by the following:

(A) On appointment and during the term of this Agreement and for 6 months thereafter, the Consultants must declare any interest if it is considered to be in actual, apparent, potential or perceived conflict with the Services, including any interest or association the Consultants, their associated companies, their associates or associated persons or any of their sub-consultants may have with any contractors, suppliers, specialist contractors or sub-contractors. The Consultants shall during the term of this Agreement and for 6 months thereafter forthwith notify the Employer in writing and keep the Employer notified of all or any facts which may reasonably be considered to give rise to a situation where the financial or other interest of the Consultants, their associated companies, their associates or associated persons or any of their

sub-consultants, conflict or compete, or may conflict or compete, with the Consultants' duties to the Employer under this Agreement.

For purpose of this Clause 46 of the General Conditions of Employment, the "term of this Agreement" shall mean the period from appointment of the Consultants until completion of the Agreement, i.e. upon issue of the letter of completion of Agreement by the Employer.

- (B) The Consultants shall not, and shall ensure that any of their associated companies, their associates or associated persons or any of their sub-consultants shall not, during the term of this Agreement and for 6 months thereafter, undertake any services, tasks or jobs or do anything whatsoever for or on behalf of any third party (other than in the proper performance of this Agreement), which touches, concerns or affects the Services or which may reasonably be seen to touch, concern or affect the Services, except with the prior written approval of the Director's Representative which approval shall not be unreasonably withheld.
- (C) Without prejudice to the generality of sub-clause (B), the Consultants shall not (whether on their own or through their associated companies, associates or associated persons or in joint venture with others), and shall ensure that any of their sub-consultants shall not,
  - (i) undertake or compete for the role of a contractor or supplier or otherwise be involved as a shareholder of the contractor or supplier, in a subsequent procurement of any services and/or goods arising out of or relating to this Agreement;
  - (ii) undertake any services for a contractor (including acting as a sub-contractor) or supplier in respect of a contract between that contractor or supplier and the Employer for which the Consultants are providing a service arising out of or relating to this Agreement;
  - (iii) undertake any services for, including without limitation provision of advice to, a bidder bidding for a contract arising out of or relating to this Agreement,

except with the prior written approval of the Employer.

In the event that the Consultants have advised on the preparation of the tender, including tender specifications and tender assessment, the Consultants undertake that under no circumstances will they bid, participate or be financially involved in that or related tender exercise.

The Consultants shall take all necessary steps to ensure that under no circumstances will their associated companies, associates, associated persons and sub-consultants participate or be financially involved in the tender exercise referred to in the preceding sub-paragraphs.

(D) The Consultants shall render their advice or recommendations pursuant to this Agreement to the Employer on an impartial basis without giving favour to any particular product, services or equipment in which the

Consultants have a commercial interest. The Consultants shall notify the Employer immediately and in writing and keep the Employer notified of any actual, apparent, potential or perceived conflict they or their associated companies, associates or associated persons or any of their sub-consultants may have in, or any association or connection they or the aforesaid persons may have with, any of the services, products or equipment proposed or recommended by the Consultants under this Agreement. The Consultants shall obtain from each and every one of their directors, employees, agents and sub-consultants who are involved in this Agreement a binding undertaking to observe this sub-clause.

- (E) The Consultants shall require their directors, employees, agents and sub-consultants who are involved in this Agreement to declare in writing to the Consultants and keep the Consultants informed regularly of any actual, apparent, potential or perceived conflict between their personal/financial interests and their duties in connection with this Agreement, including all or any facts which may reasonably be considered to give rise to a situation which the financial interests of such persons, conflict or compete, or may conflict or compete, with the Consultants' duties to the Employer under this Agreement. In the event that such conflict is disclosed in a declaration, the Consultants shall forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict so disclosed.
- (F) The Consultants shall prohibit their directors and employees who are involved in this Agreement from engaging in any work or employment other than in the performance of this Agreement, with or without remuneration, which could give rise to any actual, apparent, potential or perceived conflict between their personal/financial interests and their duties in connection with this Agreement. The Consultants shall require their agents and sub-consultants to impose similar restriction on their directors and employees by way of a contractual provision.
- (G) The Consultants shall take all necessary measures (including by way of contractual provisions where appropriate) to ensure that their directors, employees, agents and sub-consultants who are involved in this Agreement are aware of the provisions under the aforesaid sub-clauses (B) to (F). Where the Consultants have obtained the written approval of the Director's Representative to appoint sub-consultants to undertake any part of the Services, the Consultants shall take all necessary steps to procure and ensure that the same covenants as in this Special Conditions of Employment Clause, mutatis mutandis, are imposed on the sub-consultants and shall take all necessary steps to enforce such covenants.
- (H) In this Special Conditions of Employment Clause,

"associated company" or "associated companies" in relation to the Consultants means

any company which is the holding company or subsidiary company or sister company of the Consultants. A "sister company" means a

company which belongs to the same holding company as the Consultants'.

"associate" or "associates" in relation to the Consultants means

- (i) any partner of the Consultants; or
- (ii) any company one or more of whose directors is in common with one or more of the directors of the Consultants.

"associate person" or "associated persons" in relation to the Consultant means

- (i) any person who has control, directly or indirectly, over the Consultants; or
- (ii) any person who is controlled, directly or indirectly, by the Consultants; or
- (iii) any person who is controlled by, or has control over, a person at (i) or (ii) above.

"control" in relation to another person means holding office as a director or the power of a person to secure

- (i) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person; or
- (ii) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other persons;

that the affairs of the first-mentioned person are conducted in accordance with the wishes of that other person.

"director" means any person occupying the position of director by whatever name called and without limitation a de facto or shadow director.

(I) The Consultants shall submit a signed declaration in the form prescribed in Appendix 2 to these Special Conditions of Employment (with only such amendments thereto as may previously have been agreed in writing by the Employer) to confirm compliance with the provisions as stated in the above sub-clauses when demand is made for payment under this Agreement at a frequency, which shall not be more frequent than once per month, as specified by the Director's Representative. If the Consultants fail to submit the declaration as required, the Employer shall be entitled to withhold payment until such declaration is submitted and the Consultants shall not be entitled to interest in that period."

#### SCE 14 Retention of Documents and Inspection

Clause 12 of the General Conditions of Employment is deleted and replaced by the following:

- 12. (A) For a period of 12 years commencing from the date of substantial completion of any works contract or ground investigation contract (and where there are multiple sections for completion of the works, then the date of the last of such sections substantially completed and for the purposes of this Clauses referred to as the "date of substantial completion"), supervision of which is part of the Services, the Consultants shall store records, files, measurement books, accounts and other information (for the purposes of this Clause called the "documents") however generated and whether generated by or received by the Consultants in respect of each works contract or ground investigation contract, in accordance with the approved storage and retrieval proposal as referred to in sub-clause (B) of this Clause.
  - (B) The Consultants shall before the date of substantial completion submit a storage and retrieval proposal to the Director's Representative for approval. The proposal may be approved by the Director's Representative with or without conditions. On approval the Consultants shall subject to this Clause deal with the documents in strict accordance with the approved storage and retrieval proposal.
  - (C) The Consultants shall give assistance to public officers authorized by the Employer to locate, retrieve, inspect or copy such documents and shall answer queries or supply information reasonably requested by such officers on the concerned documents.
  - (D) Upon the expiry of and notwithstanding the 12 years period, the Consultants shall first obtain the written consent of the Employer before destroying any of the documents. If so instructed by the Employer, the Consultants shall deliver any or all of such documents to the Employer's designated store.
  - (E) The Consultants shall notify the Employer immediately in case of any accidents or incidents leading to the loss or damage of any of the documents. The Consultants shall also inspect the documents at regular intervals of not exceeding three years to ensure that they are in good condition and shall report to the Employer promptly in case of any sign of deterioration.
  - (F) The Employer may before the expiry of the 12 years period request that any of the documents be transferred from the Consultants to the Employer's designated store.
  - (G) Notwithstanding sub-clause (A) to (F) of this Clause the Consultants may propose from time to time the destruction of certain documents or classes of documents and the Employer may consent to such destruction, such consent to be in writing.
  - (H) The Director's Representative shall have power to order the

amendment of or change to the approved storage proposal. Should the Director's Representative order such amendment or change the Consultants are entitled to be reimbursed any increase in the cost of storage.

(I) For the avoidance of doubt, the Consultants' fee covers all of the obligations set out in this Clause, except instructions issued under sub-clause (H) of this Clause.

#### SCE 15 Tax Withholding

- SCE 15.1 Where the Consultants are non-resident corporation or, where the Consultants are unincorporated joint venture or partnership or sole proprietorship, any one of the participants or partners or the sole proprietor is a non-resident (whether as declared in the consultancy proposals or as subsequently notified to or found out by the Government), the Government shall withhold a percentage equivalent to the prevailing Hong Kong profits tax rate applicable to unincorporated and incorporated business at the time the Services are rendered (the current rates being 16% for unincorporated business and 17.5% for incorporated business for the year of assessment of 2005/2006) of any fee payable to the Consultants. whether by way of lump sum, instalments or discounted payments, but exclusive of any reimbursement of expenses, if any, in respect of the Services performed/provided in Hong Kong for the settlement of Hong Kong profits tax chargeable on the fee. Any balance representing the excess of fees so withheld in the basis period of the year of assessment over the Consultants' tax liability for that year will be returned to the Consultants without interest within a reasonable time upon final determination and settlement of their tax liabilities.
- SCE 15.2 The Consultants acknowledge and consent that in the event that the Consultants are non-resident corporation or, where the Consultants are unincorporated joint venture or partnership or sole proprietorship, any one of the participants or partners or the sole proprietor is a non-resident, such data (including but not limited to their names, nature of engagement, consultancy period, consultancy fee, correspondence address (both local and overseas) and the amount of tax withheld) will be notified/provided to the Inland Revenue Department for tax assessment and collection purposes.
- SCE 15.3 The Consultants shall notify the Director's Representative immediately whenever there is any change during the currency of the Agreement in their resident status or the sole proprietor's resident status or, where the Consultants are unincorporated joint venture or partnership, in any one of the participants' or partners' resident status, from that declared in the consultancy proposals.
- SCE 15.4 "Non-resident" means in the case of an individual, one who maintains a place of abode outside Hong Kong; and in the case of a corporation, one which is not incorporated in Hong Kong.

#### Appendix 1

(SCE 10 refers)

# Sample Declaration Form by Consultants on their compliance with the ethical commitments requirements (to be attached to the payment application submitted by the Consultants)

To: AD/SD, Planning Department

## Agreement No. CE 62/2006 (TP) Central Reclamation Urban Design Study – Feasibility Study

In accordance with the [Special Conditions of Employment Clause SCE 10]:

- (1) We confirm that we have complied with the following provisions and have ensured that our directors, employees, agents and sub-consultants are aware of the following provisions:
  - (a) Prohibiting our directors, employees, agents and sub-consultants who are involved in this Agreement from offering, soliciting or accepting any advantage as defined in section 2 of the Prevention of Bribery Ordinance, Cap 201 when conducting business in connection with this Agreement;
  - (b) Taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of the Employer from being divulged to a third party other than those allowed in this Agreement.
- (2) We further confirm that we have ensured that our accountants, insurers and legal advisers are aware of the provisions requiring us taking all measures as necessary to protect any confidential/privileged information or data entrusted to us by or on behalf of the Employer from being divulged to a third party other than those allowed in this Agreement.

| (Name of the Consultants)   |   |
|-----------------------------|---|
| (Name of the Signatory)     | *************************************** |
| (Position of the Signatory) |   |
| (Date)                      | *******************************         |

(SCE 13 refers)

# Sample Declaration Form by Consultants on their compliance with the conflict of interest avoidance and debarring requirements (to be attached to the payment application submitted by the Consultants)

To: AD/SD, Planning Department

# Agreement No. CE 62/2006 (TP) Central Reclamation Urban Design Study – Feasibility Study

In accordance with SCE Clause 13, we confirm and declare that we have complied with the provisions stated therein. We further confirm and declare that we have taken action to ensure that our associated companies, associates or associated persons, sub-consultants, employees and agents are aware of the provisions therein stipulated including the following:

- (a) our associated companies, associates or associated persons or any of our sub-consultants shall not, during the term of this Agreement and for 6 months thereafter, undertake any services, tasks or jobs or do anything whatsoever for or on behalf of third party (other than in the proper performance of this Agreement), which touches, concerns or affects the Services or which may reasonably be seen to touch, concern or affect the Services, except with the prior written approval of the Director's Representative;
- (b) our associated companies, associates or associated persons, and any of our sub-consultants shall not,
  - (i) undertake or compete for the role of a contractor or supplier or otherwise be involved as a shareholder of the contractor or supplier, in a subsequent procurement of any services and/or goods arising out of or relating to this Agreement;
  - (ii) undertake any services for a contractor (including acting as a sub-contractor) or supplier in respect of a contract between that contractor or supplier and the Employer for which we are providing a service arising out of or relating to this Agreement;
  - (iii) undertake any services for, including without limitation provision of advice to, a bidder bidding for a contract arising out of or relating to this Agreement,

except with the prior written approval of the Employer;

(c) we are under an obligation to render advice or recommendations pursuant to

this Agreement to the Employer on an impartial basis without giving favour to any particular product, services or equipment in which we have a commercial interest. We also have an obligation to notify the Employer immediately and in writing and keep the Employer notified of any actual, apparent, potential or perceived conflict we or our associated companies, associates or associated persons or any of our sub-consultants may have in, or any association or connection we or the aforesaid persons may have with, any of the services, products or equipment proposed or recommended by us under this Agreement. Each and every one of our directors, employees, agents and sub-consultants who are involved in this Agreement have given a binding undertaking to observe the aforesaid;

- (d) our directors, employees, agents and sub-consultants who are involved in the Agreement are required to declare in writing to us and keep us informed regularly any actual, apparent, or potential or perceived conflict between their personal/financial interests and their duties in connection with this Agreement, including all or any facts which may reasonably be considered to give rise to a situation which the financial interests of such persons, conflict or compete, or may conflict or compete, with our duties to the Employer under this Agreement. In the event that such conflict is disclosed in a declaration, we are under an obligation to forthwith take such reasonable measures as are necessary to mitigate as far as possible or remove the conflict so disclosed; and
- (e) our directors and employees who are involved in the Agreement are prohibited from engaging in any work or employment other than in the performance of this Agreement, with or without remuneration, which could create or potentially give rise to any actual, apparent, potential or perceived conflict between their personal/financial interests and their duties in connection with the Agreement. Our agents and sub-consultants are required to impose similar restriction on their directors and employees by way of a contractual provision.

| (Name of the Consultants)   | *******************                     |
|-----------------------------|---|
| (Name of the Signatory)     | *************************************** |
| (Position of the Signatory) | *************************************** |
| (Date)                      |   |

### Agreement No. CE 62/2006 (TP)

# Central Reclamation Urban Design Study - Feasibility Study

### SCHEDUEE OF FEES

# AGREEMENT NO. CE 62/2006 (TP) Central Reclamation Urban Design Study - Feasibility Study

#### Schedule of Fees

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## AGREEMENT NO. CE 62/2006 (TP) Central Reclamation Urban Design Study – Feasibility Study

#### Schedule of Fees

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 shall be a Lump Sum of HK\$3,680,000.00, subject to the limitations, reservations and adjustments in Schedule of Fees Clauses 4, 5, 6 and 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 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 Schedule of Fees shall mean the Consumer Price Index (C) (October 2004 September 2005 based) compiled by the Census and Statistic 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 Index as is, in the opinion of the Secretary for the Environment, Transport and Works, substantially equivalent.

Interim 3. (A) Interim payments on account for the fee stipulated in sub-clause Payment (A) of 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

|        | Milestone Events on which<br>Invoice to be Submitted   | % of<br>Lump<br>Sum |
|--------|--|---------------------|
| (i)    | On execution of the Agreement  | 3%                  |
| (ii)   | On acceptance in writing by the Director's Representative (DR) of the Inception Report   | 2%                  |
| (iii)  | On submission of the Report for Task 1 on<br>Examination of Planning and Design<br>Context   | 2.5%                |
| (iv)   | On acceptance in writing by the DR of the Report for Task 1 on Examination of Planning and Design Context  | 2.5%                |
| (v)    | On submission of the Report for Task 2 on<br>Refinement of Urban Design Framework  | 2.5%                |
| (vi)   | On acceptance in writing by the DR of the Report for Task 2 on Refinement of Urban Design Framework  | 2.5%                |
| (vii)  | On submission of the Report for Task 3 on Design Concepts of Key Development Sites   | 10%                 |
| (viii) | On acceptance in writing by the DR of the<br>Report for Task 3 on Design Concepts of<br>Key Development Sites  | 10%                 |
| (ix)   | On submission of the Report for Task 4 on<br>Preparation of Planning/Design Briefs or<br>Conceptual Landscape Design Guidelines<br>and Identification of Design Control<br>Mechanisms          | 12.5%               |
| (x)    | On acceptance in writing by the DR of the Report for Task 4 on Preparation of Planning/Design Briefs or Conceptual Landscape Design Guidelines and Identification of Design Control Mechanisms | 12.5%               |

| (xi)    | On acceptance in writing by the DR on the inputs provided for the Air Ventilation Assessment as referred in clauses 4.4.1 and 4.4.2 of the Assignment Brief   | 2%   |
|---------|---|------|
| (xii)   | On acceptance in writing by the DR on the completion of the Sustainability Assessment as referred in clauses 4.4.3 and 4.4.4 of the Assignment Brief  | 2%   |
| (xiii)  | On acceptance in writing by the DR on the inputs provided for the 3D animation as referred in clauses 4.4.11, 4.4.12 and 4.4.13 of the Assignment Brief   | 2%   |
| (xiv)   | On acceptance in writing by the DR on all illustrative materials and model as referred in clauses 5.7(n) and 5.7(o) of the Assignment Brief   | 4%   |
| (xv)    | On acceptance in writing by the DR of the Draft Final Report  | 5%   |
| (xvi)   | On acceptance in writing by the DR of the Draft Executive Summary   | 5%   |
| (xvii)  | On acceptance in writing by the DR of the Final Report and Final Executive Summary  | 10%  |
| (xviii) | On acceptance in writing by the DR of the Consultation Digest, the Web-page, the Public Engagement Report and other consultation materials for the public engagement sessions as referred in clause 4.4.7 of the Assignment Brief | 5%   |
| (xix)   | On acceptance in writing by the DR of the Public Briefing Kit and other materials for the public briefings as referred in clause 4.4.8 of the Assignment Brief  | 5%   |
|         | Total   | 100% |

(B) Written acceptance is normally within 6 weeks from submission of various deliverables.

The payment Schedule is subject to adjustment at anytime 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 Brief.

#### Expenses

- 4. In addition to the Lump Sum stipulated in 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 and other special investigations;
  - (ii) the approved fees and expenses of specialists employed with the approval of the Director's Representative for inspection of works processes and the testing of work or plant and the testing and analysis of materials; and
  - (iii) other approved out-of-pocket expenses.

# Payment for Additional Services

- 5. (A) Where the Consultants consider that they are entitled to payment pursuant to General Conditions of Employment Clause 33, the Consultants shall advise the Director's Representative in writing of such claims before the Consultants commence performing the additional Services.
  - (B) The notice provision in sub-clause (A) of this Clause shall be a condition precedent to payment for additional Services.
  - (C) If the Director's Representative agrees that the Services are additional, he shall attempt to agree with the Consultants a lump sum payment for the additional Services.
  - (D) The lump sum payment shall be negotiated on the basis of the Director's Representative and the Consultants identifying which staff of the Consultants will be required to perform the additional Services and the estimated hours required to complete the additional Services. The charge rates shall be based on the all-inclusive hourly rates referred to in Schedule of Fees Clause 8(A) for cumulative fees up to or equal to the fee ceiling referred to in Schedule of Fees Clause 8(B).

(E) Where the staff or hours required cannot be identified and agreed, additional Services will be paid on a time charge basis in accordance with Schedule of Fees Clause 8, subject to a fee cap set by the Director's Representative which should not be exceeded without his approval.

#### Reduction of Lump Sum Fees

6. Where it is determined by the Director's Representative that there is a reduction in any Services for which payment is to be made by means of a lump sum fee, then such lump sum fee shall be reduced by negotiation taking into account any financial commitment or obligation properly incurred by the Consultants in accordance with this Agreement.

## Payment for Delays

7. Where it is determined by the Director's Representative that the Consultants are entitled under General Conditions of Employment Clause 35 to payment in respect of any additional costs incurred as a result of the delays, such payment shall be determined by negotiation and shall be either a lump sum or on a time charge basis.

#### Fees on Time Charge Basis

- 8. (A) Where it is agreed by the Director's Representative that fees shall be paid on a time charge basis, the all-inclusive hourly rates shall be as follows:
  - (i) Partners/Directors (minimum academic /professional qualifications and experience requirement: Corporate member of an appropriate professional institution or equivalent and 15 years relevant post-qualification experience); at the rate of HK\$1,800.00 per hour.
  - (ii) Chief Professional Staff (minimum academic/professional qualifications and experience requirement: Corporate member of an appropriate professional institution of equivalent and 12 years relevant post-qualification experience): at the rate of HK\$1,600.00 per hour.
  - (iii) Senior Professional Staff (minimum academic /professional qualifications and experience requirement: Corporate member of an appropriate professional institution or equivalent and 5 years relevant post-qualification experience): at the rate of HK\$1,100.00 per hour.
  - (iv) Professional Staff (minimum academic /professional qualifications: Corporate member of an appropriate professional institution or equivalent): at the rate of HK\$800.00 per hour.

- (v) Assistant Professional Staff (minimum academic/professional qualifications and experience requirement: University degree or equivalent in an and appropriate discipline 3 years relevant post-qualification experience): at the rate of HK\$400.00 per hour.
- (vi) Technical Staff (minimum academic/professional qualifications and experience requirement: Diploma or Higher Certificate or equivalent in an appropriate discipline and 3 years relevant post-qualification experience): at the rate of HK\$250.00 per hour.
- (B) The all-inclusive hourly rates referred to in sub-clause (A) of this Clause shall be used to calculate the adjusted notional value for additional Services by adding the totals of the all-inclusive hourly rates and the respective notional man-hours for additional Services referred to in the Fee Proposal, which shall be the fee ceiling for the purposes of calculating additional Services unless it exceeds 10% of the Consultants' lump sum offer for performing the Assignment accepted by the Employer, in which case that amount shall constitute the fee ceiling.
- (C) For additional Services, charge rates shall be based on the all-inclusive hourly rates referred to in sub-clause (A) of this Clause for cumulative fees up to or equal to the fee ceiling.
- (D) Where the cumulative payment for additional Services under the Consultancy Agreement has exceeded the fee ceiling then the all-inclusive hourly rates referred to in sub-clause (A) of this Clause shall not apply for the calculation of payment for additional Services exceeding the fee ceiling. A lump sum or new rates shall be agreed by negotiation based on the agreed time taken to complete the additional Services or the estimated time for the completion of the additional Services, all-inclusive hourly rates offered in the original Fee Proposal and the prevailing market rates. Where such negotiation fails the Employer shall be at liberty to amongst other options, not instruct the additional Services, or instruct a third party to perform the additional Services.

- (E) Notwithstanding sub-clause (D) of this Clause, where the ordering of additional Services on a lump sum basis will result in the cumulative value straddling and exceeding the fee ceiling, the all-inclusive hourly rates referred to in sub-clause (A) of this Clause should still apply for the additional Services.
- (F) Where additional Services have been ordered on a time charge basis and cumulative fees for the performance of those additional Services equals or exceeds the fee ceiling and negotiations fail between the Director's Representative and the Consultants with respect to agreeing a lump sum then the Employer shall have the option of having the balance of the additional Services performed on the existing time charge rates.
- (G) Notwithstanding that the notional value for additional Services is taken into account in fee assessment, the Employer has no obligation whatsoever to order the additional Services.
- (H) There shall be no adjustment to the time charge rates until the first anniversary of the date on which this 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 fees unearned at the time that any variation becomes effective.
- (I) All staff proposed by the Consultants to perform the additional Services shall be subject to the agreement of the Director's Representative.
- (J) In exceptional cases where, in the opinion of the Director's Representative, the additional Services would best be performed by a particular partner or employee of the Consultants and the use of the all-inclusive time charge rates referred to in sub-clause (A) of this Clause is considered not appropriate, the Director's Representative may, by negotiation, agree with the Consultants a new time charge rate for the particular partner or employee of the Consultant, even when the fee ceiling has not been exceeded.
- (K) Time spent by clerical staff shall not be chargeable.
- (L) Time spent by partners and directors, and professional and technical staff in approved travelling shall be chargeable.

- (M) In addition to remuneration to be paid under sub-clause (A) of this Clause, the Consultants shall be reimbursed by the Employer all reasonable out-of-pocket expenses actually and properly incurred by them in respect of:
  - (i) printing, reproduction and purchase of all documents, drawings, maps, photographs and records;
  - (ii) overseas communications including facsimile transmissions, telephone calls, telegrams, telex and air freight for documents;
  - (iii) approved travelling and hotel expenses and other similar disbursements;
  - (iv) the cost of purchase of approved equipment, such equipment becoming the property of the Employer when reimbursement has been made; and
  - (v) other items approved by the Director's Representative.
- (N) The all-inclusive time charge rates referred to in sub-clause (A) of this Clause shall be regarded as maximum and applicable to additional Services requiring short term or part-time working. The Employer reserves the right to negotiate before Services have started, reduced rates for long term or full time continuous periods of working.
- (O) The Consultants shall render monthly accounts, annexing copies of time sheets, in respect of fees on a time charge basis.

### Agreement No. CE 62/2006 (TP)

# Central Reclamation Urban Design Study - Ecasibility Study

RELEVANT CORRESPONDENCES

#### 香港北角渣華道 333 號 北角政府合署



#### Planning Department North Point Government Offices 333 Java Road, North Point, Hong Kong

By Hand

Your Reference T003600(2):001S

本署當號 Our Reference

() in SD/R/HARBOUR/2

斑話號碼

2231 4607

2881 6402

何其嚴號碼 Fax No.:

19 March 2007

Aedas Ltd. 19th Floor 1063 King's Road Quarry Bay Hong Kong

(Attn.: Mr. Kyran SZE)

Dear Sir,

#### Agreement No. CE 62/2006 (TP) Central Reclamation Urban Design Study - Feasibility Study

I am pleased to inform you that, based on your Technical and Fee Proposals, you are selected for the award of the above Agreement.

Please find enclosed the following set of the draft Agreement documents for your reference :-

- (a) Memorandum of Agreement;
- (b) Assignment Brief:
- (c) General Conditions of Employment;
- Special Conditions of Employment; and (d)
- Schedule of Fees. (e)

I should be grateful if you would confirm in writing your agreement to the draft Agreement documents, or let me have your proposed amendments, if any, by 22 March 2007.

Upon your confirmation, your authorised representatives are requested to be present at 4:30 pm on 26 March 2007 (Monday) in Room 1701, 17/F, North Point Government Offices, 333 Java Road, North Point for the purpose of executing the Agreement. You are now requested to confirm with me the names of your representatives who will sign and witness the Agreement on behalf of your Company.



You are also required to submit documentary proof of the following to me before entering into the Agreement:-

- (a) requirements for a limited liability company to enter into the Agreement, ic. the majority of the voting power in meetings of the company shall be held by directors who are consulting engineers (or equivalent professionals of associated professions);
- (b) insurance cover as stipulated in Clause 47 of the General Conditions of Employment; and
- (c) authority of your nominated representatives to sign the Agreement on your behalf.

You are reminded of the following obligations:-

- (a) Prevention of Bribery as stipulated in Clause 9 of the Special Conditions of Employment; and
- (b) Declaration of Interest as stipulated in Clause 13 of the Special Conditions of Employment.

A copy of the Summary of Technical and Fee Proposals with the assessment results is also enclosed for your information. It is noted that despite the relatively low input from "professional" staff set out in your Technical Proposal, some "technical" staff have possessed academic and professional experience and qualifications. Please ensure that there should not be any change of the proposed "technical" staff as named in your Technical Proposal in undertaking the subject Assignment without our agreement.

In accordance with the Environment, Transport and Works Bureau Technical Circular (Works) No. 42/2002, we also provide the following information for your reference.

| Description   | Highest Score | Your Score |
|---|---------------|------------|
| Highest Score attained for each assessment                  |               |            |
| criterion in Technical Proposals submitted in this exercise |               |            |
| (a) Consultant's Experience                                 | 9.6           | 9.6        |
| (b) Response to the Brief                                   | 13.2          | 13.2       |
| (c) Approach to Cost-effectiveness                          | 4.0           | 4.0        |
| (d) Methodology and Work Programme                          | 20.6          | 19.8       |
| (e) Staffing  | 21.0          | 21.0       |
| (f) Past Performance  | 16.9          | 16.9       |

Should you require further details, please contact Mr. Roy C H LI at 2231 4873.

Yours faithfully,/

(Ms Phyllis C M LI) for Director of Planning

22 March 2007 Ref.: 07816:Q5:001

By Fax & By Hand (F: 2881 6402)

Planning Department 15/F North Point Government Offices. 333 Java Road North Point Hong Kong

Attn: Ms. Phyllis C. M. Li

Dear Ms. Li.

Re: Agreement No. CE 62/2006(TP)

Central Reclamation Urban Design Study - Feasibility Study

- Letter of Acceptance

Thank you very much for your Letter of Award together with the Draft Agreement for the captioned dated 19 March 2007 (ref. ( ) in SD/R/HARBOUR/2) to our office.

We would like to confirm herewith our acceptance to the terms and conditions of the draft Agreement document as stipulated therein.

We also understand that the Planning Department will engage a consultant separately to carry out the 3D animation works in relation to this project.

Please also be confirmed that our Mr Kyran Sze, Executive Director will sign the Formal Agreement in the presence of Ms. Irene Ip. Director on behalf of Aedas Limited.

We are pleased to submit herewith our Certificate of Insurance as stipulated in Clause 47 of the General Conditions of Employment and the Board of Resolution as requested. We also confirm that we will submit the documentary proof for item (a) as stated in your letter under separate cover before entering into the Agreement.

Should you have any queries, please do not hesitate to contact the undersigned at tel. 2821 6428.

Yours faithfully,

Kyran Sze

**Executive Director** 

For and on behalf of Aedas Limited

Encl.

KS/mc

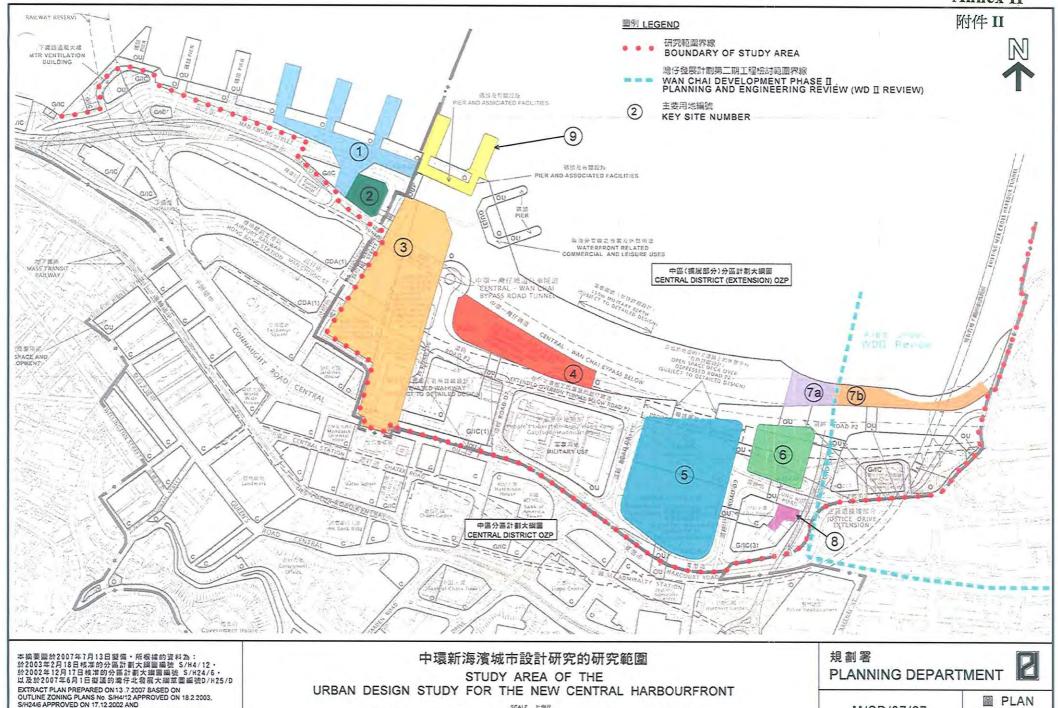
Aedas Ltd

197 Floor 1063 King's Road Quarry Bay Hong Kong

+852 2529 5419 E hongkong@aedas.com aedas.com

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WAN CHAI NORTH RODP No. D/H25/D PROPOSED ON 1.6.2007