

Agreement No. CE 50/2011 (WS)
Examination and Report on the Safety of Reservoirs
Eighth Formal Independent Inspection and Advisory Services –
Investigation

Draft Schedule of Fees

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|---------------------------|----|--|
| Definition | 1. | 'Approved' hereinunder means approved in writing by the Director's Representative before the cost, remuneration or expense is incurred. |
| Basis of Fees | 2. | The remuneration of the Consultants for the performance of the Services covered by the Brief and the additional Services pursuant to General Conditions of Employment Clause 33 shall be on a time charge basis. The scale of time charges is set out in Clause 4 of this Schedule of Fees and the payments of the fees and any other payments shall be made in accordance with Clause 4 of this Schedule. The ceiling of the time charge fee is HK\$M ¹ . |
| Interim Payments | 3. | Interim payments for the fees stipulated in Clause 2 of this Schedule of Fees shall be made on a monthly basis. |
| Fees on Time Charge Basis | 4. | (A) The scale of time charges for calculating fees, subject to the adjustments stipulated in sub-clause 4(H), shall be as follows :- |

Grade	Time Charge Rate (HK\$/Day)
(i) Director of the Consultants	R1 ²
(ii) The Advisor (working in Hong Kong)	R2 ²
(working in home country)	R3 ²
(iii) Project Manager	R4 ²
(iv) Senior Professionals and Specialists	R5 ²

¹ **M** denotes the proposed total notional fee in the Fee Proposal.

² **R1** to **R8** denote the proposed time charge rates in the Fee Proposal.

- (v) Professionals R6²
- (vi) Assistant Professionals R7²
- (vii) Technical Assistants R8²

The minimum qualification and experience required of the respective grade of staff is specified in Appendix I to the Special Conditions of Employment.

- (B) Time spent by clerical staff shall not be chargeable.
- (C) Time spent by traveling by any staff under sub-clause 4(A) except as provided for the Advisor under sub-clause 4(F), whether in Hong Kong or other places outside Hong Kong, shall not be chargeable.
- (D) Subject to sub-clause 4(E) below, the time charge rates under sub-clause 4(A) shall be all-inclusive rates. They shall be deemed to include allowances for all labour, materials, expenses, overheads, profits, and the like in connection with this Agreement.
- (E) In addition to remuneration to be paid under sub-clause 4(A), 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) approved travelling and hotel expenses between Hong Kong and home country for the Advisor for undertaking emergency services as required in Clause 6.6(b) of the draft Brief. The level of reimbursement of such expenses shall not exceed that provided by the Employer to a Hong Kong Civil Servant at point 47 of the Master Pay Scale. For the avoidance of doubt, all other travelling and hotel expenses for the Advisor for inspecting the small service reservoirs as required in the draft Brief will not be reimbursable; and

- (iii) other items approved by the Director's Representative.
- (F) For the avoidance of doubt, the time spent in travelling between Hong Kong and home country for the Advisor for inspecting the impounding reservoirs and service reservoirs as required in the draft Brief shall not be chargeable except for the time spent in approved travelling between Hong Kong and home country by the Advisor for undertaking emergency services as required in Clause 6.6(b) of the draft Brief.
- (G) For the avoidance of doubt, expenses in connection with all travelling and hotel charges by any staff under sub-clause 4(A) except as provided for the Advisor under sub-clause 4E(ii), whether in Hong Kong or other places outside Hong Kong, shall not be reimbursable.
- (H) (i) There shall be no adjustment to the time charge rates for different grades of staff listed under sub-clause 4(A) 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 to the time charge rates on the day after the first and every subsequent anniversary to the balance of fees unearned at the time that any variation becomes effective.
- (ii) "Consumer Price Index (C)" in this Schedule of Fees shall mean the Consumer Price Index (C) (October 2009 – September 2010 based) compiled by the Census and Statistics Department, and published monthly in the Hong Kong Monthly Digest of Statistics, or, in the event that the Index ceases to be compiled, such other Index as is, in the opinion of the Secretary for Development, substantially equivalent.
- (I) The Consultants shall render monthly accounts with

details of :-

- (i) Services provided, time spent and charges for individual staff; and
- (ii) amounts of and purposes for which reimbursable expenses were incurred.

The accounts shall be substantiated by documents and invoices, certified by the Director of the Consultants. The time spent by the Director of the Consultants for certification shall not be chargeable. The Consultants shall maintain detailed time sheets of the staff and make these available for inspection and audit by the Employer as and when required by the Director's Representative.

- (J) The time charge rate for all grades of staff are on daily basis of 8 working hours per day. Any staff input less than 8 hours in a day shall be paid in proportion to 8 hours basis. Any staff input in excess of 8 hours in a day shall not be remunerated unless prior written approval from the Director's Representative has been obtained. If approved, the excess staff input hours shall be paid on a proportional basis.
- (K) The time charges shall be calculated based on the net working hours spent by individual staff for providing Services under this Agreement exclusive of meal breaks and leave of whatever kind. The same time charge rates shall apply irrespective of the time of work, that is, the same rates are applicable to work at night, on public holidays or during other irregular hours.

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 negotiate with the Consultants to identify which staff of the Consultants will be required to perform the additional Services and the estimated hours required to complete the additional Services. The charges rates shall be based on the all-inclusive time charge rates referred to in Schedule of Fees Clause 4(A). The additional Services will be paid on a time charge basis in accordance with Schedule of Fees Clause 4(A), subject to a fee cap set by the Director's Representative which should not be exceeded without his approval.
- (D) The notional time input in the Fee Proposal shall include the notional time input for additional Services. The all-inclusive time charge rates referred to in sub-clause (A) of Clause 4 shall be used to calculate the notional value for additional Services and the notional fee for Services covered by the Brief by adding the totals of the all-inclusive time charge rates and the respective notional time input, which shall be the fee ceiling referred to in Schedule of Fees Clause 2.
- (E) 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.
- (F) All staff proposed by the Consultants to perform the additional Services shall be subject to the agreement of the Director's Representative.