



Water Supplies Department
The Government of the Hong Kong Special Administrative Region

CONSULTANCY AGREEMENT NO. 9OD125

**Design and Construction Management for
the Water Resources Education Centre
at Tin Shui Wai**

DRAFT SCHEDULE OF FEES
dated 26 April 2016

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CONSULTANCY AGREEMENT NO.: 9OD125

Design and Construction Management for the Water Resources Education Centre at Tin Shui Wai

DRAFT SCHEDULE OF FEES

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Design and Construction Management for the Water Resources Education Centre at Tin Shui Wai

DRAFT 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 – Lump Sum Fees 2. (A) The remuneration of the Consultant for the performance of the Services (other than in respect of the Resident Site Staff) shall be a Lump Sum of HK\$ _____, 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 of commencement of the Agreement as specified in the Brief. 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. A worked example of adjustment to lump sum fees due to change in the Consumer Price Index (C) is at Annex 1 to this Schedule of Fees.
- (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 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 Development, substantially equivalent.
- Interim Payment 3. (A) Interim payments on account for the fee stipulated in sub-clause (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: (where dates are given these shall be 'invoice' dates)

Payment Schedule

Item No.	Payment Items	% of Lump Sum
1 – Preliminary Design Stage		
1.1	2% of the Lump Sum one month after signing of the Agreement	2%
1.2	On submission of Programme of Implementation of the Assignment	0.5%
1.3	On acceptance of Programme of Implementation of the Assignment	0.5%
1.4	On submission of Preliminary Design of All Environmental Elements	1.5%
1.5	On acceptance of Preliminary Design of All Environmental Elements	1.5%
1.6	On submission of Preliminary Design of All Exhibits	2.5%
1.7	On acceptance of Preliminary Design of All Exhibits	2.5%

Item No.	Payment Items	% of Lump Sum
1.8	On submission of Proposals and Schematic Floor Plans and Elevations on WREC Building Works	1.5%
1.9	On acceptance of Proposals and Schematic Floor Plans and Elevations on WREC Building Works	1.5%
1.10	On submission of Preliminary Proposals on Works Contract Strategy / Packaging and Supervision Plan	0.5%
1.11	On acceptance of Preliminary Proposals on Works Contract Strategy / Packaging and Supervision Plan	0.5%
1.12	On submission of Final Preliminary Design Submission and Presentation of Preliminary Design in WSD	2.5%
1.13	On acceptance of Final Preliminary Design Submission and Presentation of Preliminary Design in WSD	2.5%
	Sub-total of Preliminary Design Stage	20%
2 – Detailed Design Stage		
2.1	On submission of Design Calculation	0.5%
2.2	On acceptance of Design Calculation	0.5%
2.3	On submission of Detailed Design of All Environmental Elements	2%
2.4	On acceptance of Detailed Design of All Environmental Elements	2%
2.5	On submission of Detailed Design of All Exhibits	3.5%
2.6	On acceptance of Detailed Design of All Exhibits	3.5%
2.7	On submission of Summary Data Sheets and Resources Plans of All Environmental Elements and Exhibits	1%
2.8	On acceptance of Summary Data Sheets and Resources Plans of All Environmental Elements and Exhibits	1%
2.9	On submission of Preliminary Texts and Scripts of all Exhibit Panels and Multimedia Presentations	1%
2.10	On acceptance of Preliminary Texts and Scripts of all Exhibit Panels and Multimedia Presentations	1%
2.11	On submission of Report on Contract Strategy	0.3%
2.12	On acceptance of Report on Contract Strategy	0.3%
2.13	On submission of Preliminary Proposal on Quality Site Supervision Plan	0.2%
2.14	On acceptance of Preliminary Proposal on Quality Site Supervision Plan	0.2%
2.15	On submission of Design of the Logo for WREC	0.5%
2.16	On acceptance of Design of the Logo for WREC	0.5%
2.17	On submission of Design Development of Mascots for WREC	0.5%
2.18	On acceptance of Design Development of Mascots for WREC	0.5%
2.19	On submission of Design Development of Linkage to the WSD Apps	1%
2.20	On acceptance of Design Development of Linkage to the WSD Apps	1%
2.21	On submission of Final Detailed Design Submission	2.5%
2.22	On acceptance of Final Detailed Design Submission	2.5%
2.23	On submission of Pre-tender Estimates for the Works Contracts	1%
2.24	On acceptance of Pre-tender Estimates for the Works Contracts	1%
2.25	On submission of all Tender Documentation for the Exhibits and Environmental Elements Fabrication / Installation and Associated Fitting-out and Building Services Modification Works Contracts	3.5%
2.26	On acceptance of all Tender Documentation for the Exhibits and Environmental Elements Fabrication / Installation and Associated Fitting-out and Building Services Modification Works	3.5%
	Sub-total of Detailed Design Stage	35%
3 – Tendering Stage		

Item No.	Payment Items	% of Lump Sum
3.1	On submission of Detailed Texts, Scripts and Graphics for all Exhibits Panels and Multimedia Presentations	2%
3.2	On acceptance of Detailed Texts, Scripts and Graphics for all Exhibits Panels and Multimedia Presentations	2%
3.3	On invitation of all the tenders for the Works Contracts	2%
3.4	On submission of all tender reports for the Works Contracts	2%
3.5	On execution of all the Articles of Agreement for the Works Contracts	1.6%
3.6	On submission of revised Quality Site Supervision Plan	0.2%
3.7	On acceptance of revised Quality Site Supervision Plan	0.2%
	Sub-total of Tendering Stage	10%
4 – Fabrication / Installation Stage		
4.1	0.5% of the Lump Sum starting one month after the date for first commencement of the works and at the end of each subsequent month but only up to an aggregate total of 4.5%	4.5%
4.2	On approval of all Contractors' shop drawings	2%
4.3	On acceptance of works and materials in Contractors' Workshops before delivery to site	2%
4.4	On completion of 15% of works (calculated based on value of works)	1.6%
4.5	On completion of 30% of works (calculated based on value of works)	1.6%
4.6	On completion of 45% of works (calculated based on value of works)	1.6%
4.7	On completion of 60% of works (calculated based on value of works)	1.6%
4.8	On completion of 75% of works (calculated based on value of works)	1.6%
4.9	On completion of 90% of works (calculated based on value of works)	1.6%
4.10	On issue of the Certificates of Completion for all Works Contracts	2.4%
4.11	On completion of Testing and Commissioning and acceptance of List of Defects and Outstanding works by Works Contractors	2.5%
4.12	On submission of all operation and maintenance manuals	1.5%
4.13	On acceptance of all operation and maintenance manuals	1.5%
4.14	On submission of all as-built drawings	1.0%
4.15	On acceptance of all as-built drawings	1.0%
	Sub-total of Fabrication/Installation Stage	28%
5 – Maintenance Stage		
5.1	On completion of all outstanding and defect rectification works	2%
5.2	On expiry of the maintenance period	1%
5.3	On issue of the Maintenance Certificates for all Works Contracts	1%
5.4	On signing of the final account by the Contractors	1%
5.5	On completion of all matters under the Agreement	2%
	Sub-total of Maintenance Stage	7%

Application for payment

- (a) In view of administration efficiency, a minimum amount of \$30,000 is applicable to issue of interim payment.
- (b) The Director's Representative should have the authority to withhold payment of the time-linked sub-work stage if there is evidence indicating that the Consultant fails to proceed with the Agreement diligently; or when the Agreement has been suspended or terminated by the Employer.

- (B) Pursuant to Special Conditions of Employment SCE 13 and SCE14, the Consultant shall include the following declaration statements in his covering letter for interim payments submitted under this Agreement:

“We confirm and declare that, pursuant to Special Conditions of Employment SCE13 on Conflict of Interest and Debarring, we have complied with the provisions and requirements 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 and complying with the provisions and requirements therein stipulated.”

“We confirm that, pursuant to Special Conditions of Employment SCE14, we have complied with the provisions on ethical commitment and confidentiality as stated in General Conditions of Employment Clauses 9 and 45, and we shall ensure our employees, agents and sub-consultants are aware of and complying with same.”

This covering letter shall be signed by a person authorised to represent the Consultant in signing the Agreement.

Expenses

4. In addition to the Lump Sum stipulated in Schedule of Fees Clause 2, the Consultant shall be reimbursed by the Employer:
- (A) out-of pocket expenses actually and properly incurred by him in respect of:
- (i) the purchase of all documents, drawings, maps, photographs and records;
 - (ii) the cost of approved boring tests, trial pits, test piles, models, soil investigations and other special investigations;
 - (iii) 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;
- (B) the printing and reproduction cost of all monochromatic documents, drawings, maps and records required by the Employer based on the rates set out in the Schedule of Standard Printing Charges at Annex 2 to this Schedule of Fees.

Payment for Additional Services

5. (A) Where the Consultant considers that he is entitled to payment pursuant to General Conditions of Employment Clause 33, the Consultant shall advise the Director’s Representative in writing of such claims before the Consultant commences 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 Consultant 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 Consultant identifying which staff of the Consultant 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 or Percentage Fees 6. Where it is determined by the Director's Representative in accordance with Clause 34 of the General Conditions of Employment that there is a reduction in any Services for which payment is to be made by means of a lump sum fee or percentage fee, then such lump sum fee or percentage fee shall be reduced by negotiation taking into account any financial commitment or obligation properly incurred by the Consultant in accordance with this Agreement.
- Payment for Delays 7. Where it is determined by the Director's Representative that the Consultant is 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 (Director of the company who is a member of the Board with voting power at Board meetings of the company and with minimum 15 years relevant experience): at the rate of @HK\$ _____ per hour.
 - (ii) Chief Professional Staff (University degree or equivalent in an appropriate discipline and with minimum 12 years relevant post-qualification experience): at the rate of @HK\$ _____ per hour.
 - (iii) Senior Professional Staff (University degree or equivalent in an appropriate discipline and with minimum 10 years relevant post-qualification experience): at the rate of @HK\$ _____ per hour.
 - (iv) Professional Staff (University degree or equivalent in an appropriate discipline and with minimum 5 years relevant post-qualification experience): at the rate of @HK\$ _____ per hour.
 - (v) Assistant Professional Staff (University degree or equivalent in an appropriate discipline): at the rate of @HK\$ _____ per hour.
 - (vi) Technical Staff (Diploma or Higher Certificate or equivalent in an appropriate discipline.): at the rate of @HK\$ _____ 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 5% of the Consultant's 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant shall be reimbursed by the Employer:
- (i) all reasonable out-of-pocket expenses actually and properly incurred by them in respect of:
 - (a) overseas communications including facsimile transmissions, telephone calls, telegrams, telex and air freight for documents;
 - (b) approved travelling and hotel expenses and other similar disbursements;
 - (c) the cost of purchase of approved equipment, such equipment becoming the property of the Employer when reimbursement has been made; and
 - (d) other items approved by the Director's Representative.
 - (ii) The printing and reproduction cost of all monochromatic documents, drawings, maps and records required by the Employer based on the rates set out in the Schedule of Standard Printing Charges attached at Annex 1 to this Schedule of Fees.
- (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 Consultant shall render monthly accounts, annexing copies of time sheets, in respect of fees on a time charge basis.

Payment for direct employment of Resident Site Staff 9. (1) For the avoidance of doubt, except as provided for under Clauses 9(2) to 9(11) inclusive, no payment shall be made to the Consultant in respect of the Services associated with the Resident Site Staff.

Schedule of Fees' provisions exhaustive

Remuneration of the Consultant for employment of Resident Site Staff (2) (A) The Consultant shall be reimbursed reasonable advertising cost incurred in the recruitment of the Resident Site Staff.

(B) (i) Subject to sub-clauses (C) and (D) of this Clause 9(2), the Consultant shall, upon invoice, be reimbursed monthly for his actual total expenditure which he certified to have been paid by him to the Resident Site Staff or to the provider of services under Clauses 9(5), 9(8), 9(9) and 9(10). In this regard, the reimbursable expenditure includes the expenditure made by the Consultant with respect to a member of the Resident Site Staff for periods during which the member is on vacation leave, sick leave or paternity leave, provided that:

(a) any sick leave in excess of one day shall be endorsed by a medical certificate signed by a registered medical practitioner, a registered dentist or a registered Chinese medicine practitioner.

(b) any vacation leave for which reimbursement is made shall not exceed the following rates or any other rates as may be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment, subject to compliance with the Employment Ordinance:

For "Type A" Resident Site Staff:

Government pay scale point specified in Clause 9(4)(B)	Rate of vacation leave per one year of service in the Resident Site Staff
MOD Scale	18 days
MPS 0 - 13	24 days
MPS 14 or above	31 days

For "Type B" Resident Site Staff:

Government pay scale point specified in Clause 9(4)(B)	Rate of vacation leave per one year of service in the Resident Site Staff
MOD Scale & MPS 0 - 13	14 days
MPS 14 - 49	18 days
D1	22 days

(c) the rates of vacation leave specified in sub-clause (b) of this Clause 9(2) are net days, i.e. intervening Sundays and gazetted general holidays are not counted as leave.

(d) vacation leave and paternity leave taken are counted as Resident Site Staff service for leave earning purpose, except that deferred to be taken after expiry of the Resident Site Staff Employment Contract.

(e) any paternity leave for which reimbursement is made shall not exceed five working days at full pay on each occasion of childbirth, or any other rates as may be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment, subject to compliance with the Employment Ordinance.

Particularly, reimbursements with respect to mandatory provident fund, medical and dental care, children education benefits and passage are additionally accountable, that is, only that sum paid by the Consultant to a member of the Resident Site Staff, or to the service providers, and actually spent on the respective purposes and within the conditions stipulated in Clauses 9(5), 9(8), 9(9) and 9(10) of the Schedule of Fees will be counted towards reimbursement.

- (ii) The Consultant shall submit, within one month from the end of each quarterly interval, payment or other relevant receipts acknowledged by the member of the Resident Site Staff, as evidence for the actual payment he made to him/her. In addition, the Consultant shall also submit, within one month from the end of each quarterly interval, payment receipts from the providers of services of the additionally accountable benefits, i.e. mandatory provident fund, medical and dental care, children education benefits and passage under Clauses 9(5), 9(8), 9(9) and 9(10) respectively, for which reimbursement is to be made.
- (C) Notwithstanding sub-clause (B) of this Clause 9(2), the total reimbursement to the Consultant over each consecutive 12-month period shall not exceed the aggregate total of the respective caps calculated under Clauses 9(4) to 9(10) of the Schedule of Fees over the same 12-month period. The commencement date of the 12-month period is to be determined by the Director's Representative and notified in writing to the Consultant, within one month after the commencement date.
- (D) The Consultant shall in accordance with the provisions of the Agreement, calculate under Clauses 9(4) to 9(10) the respective caps and the aggregate total of the caps. The Consultant shall certify the calculation of the caps and the aggregate total of the caps and submit it to the Director's Representative within one month from the end of each quarterly interval. If the calculation of the caps or the aggregate total of the caps is subsequently found to be incorrect and to have resulted in excess reimbursement to the Consultant, then the excess shall be recovered as a debt from the Consultant through deduction from subsequent reimbursement or where it is not sufficient for the purpose of such deduction monies due to the Consultant under this Agreement or any other consultancy agreements between the Government and the Consultant.
- (E) The Consultant shall be paid a fee each month for his Services under the Agreement in respect of the provision and management of the Resident Site Staff. The monthly fee shall be the sum of the products obtained by multiplying the number of man-months of Resident Site Staff provided and managed in the month of the rank as described in column A by the respective rate in Column B below: (See Schedule of Resident Site Staff at Appendix 2 to the Brief for the full titles of the following abbreviations.)

	Column A <u>Rank</u>	Column B <u>Rate in \$/man-month</u>
Resident Site Staff directly employed by the Consultant	RSA, RSSE, RSBSE, RSLA, RSQS	R2
	RA, RSE, RBSE, RLA, RQS, RGE, RPSM, RCTO, RSCOW, RSBSI, RPSO(Q), RPTO	R3
	RAA, RAQS, RASE, RAGE, RCOW, RACOW, RSFO, RSSO(Q), RSTO, RSO(Q), RTO, RBSI, RABSI, RCO, RFOI	R4
	RWSI (building), RWSII (building), RWSI (BS), RWSII (BS), RACO, LRO, RCA, RPSII, RTOT, RFOII	R5
Government staff posted to site by the Government under Clause 36(3)(1) of the General Conditions of Employment	SA, SSE, SBSE, SLA, SQS	R8
	A, SE, BSE, LA, QS, GE, PSM, CTO, SCOW, SBSI, PSO(Q), PTO	R9
	AA, ASE, AQS, COW, ACOW, SFO, SSO(Q), STO, SO(Q), TO, BSI, ABSI, CO, FOI	R10
	WSI (building), WSII (building), WSI (BS), WSII (BS), ACO, CA, PSII, TOT, FOII	R11

The rate shall be subject to adjustments pertinent to the following:

- (a) There shall be no adjustment to the rates as described in column B until the first anniversary date of this Agreement.
- (b) An adjustment proportional to any increase or decrease in the Consumer Price Index (C), as stipulated in sub-clause 2(B)(ii) of the Schedule of Fees over the year immediately preceding the adjustment shall be applied on the day after the first and every subsequent anniversary date of this Agreement.
- (F) The Consultant shall be paid one month in advance the estimate of the amount of the following month's total reimbursable expenditure on the Resident Site Staff, including mandatory provident fund contribution to the relevant registered scheme for the Resident Site Staff. The amount of the advance paid shall subsequently be deducted from the reimbursement due under sub-clause (B) of this Clause 9(2) for the month for which the advance was paid, or where it is not sufficient for the purpose of such deduction monies due to the Consultant under the consultancy agreement or any other consultancy agreements between the Government and the Consultant. Upon agreement of the amount of the advance with the Director's Representative, the Consultant shall submit his invoice accordingly no earlier than the first day of the preceding month. Payment shall be made in accordance with Clause 31 of the General Conditions of Employment.

- Working periods of Resident Site Staff
- (3) (A) Subject to sub-clause (B)(i) of Clause 9(2), the number of working days, the hours of duty in a week, and normal hours of attendance of the Resident Site Staff shall be as follows or those as may be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment:

<u>Rank</u>	<u>Working days in a week</u>	<u>Hours of duty in a week</u>	<u>Normal hours of attendance</u>
RACOW, RABSI, RTO, RSO(Q), RACO, LRO, RPSII, RCA, and those ranks other than RWSI whose Government pay scale point specified in Clause 9(4)(B) is above MPS 13	5 1/2 days	44 hours gross (i.e. including lunch break)	Mon-Fri: 9:00-17:00 Saturday: 9:00-13:00
All other ranks	6 days	45 hours net (i.e. excluding lunch break)	Mon-Sat: 8:30-12:00 13:00-17:00

- (B) For the purpose of sub-clause (A) of this Clause 9(3), a working day means a day other than a general holiday.
- (C) If a general holiday occurs, the hours of duty for that week in respect of a member of the Resident Site Staff may be reduced by the same number of hours which he/she normally works on that particular day.
- (D) The normal hours of attendance stipulated in sub-clause (A) of this Clause 9(3) for each member of the Resident Site Staff may be altered if agreed by the Director's Representative and the Consultant. Such hours of attendance shall then become the normal hours of attendance for the purpose of sub-clause (A) of this Clause.

Cap on Resident Site Staff salaries

- (4) (A) The cap with respect to the salary of a member of the Resident Site Staff for each calendar month shall be the dollar amount of the prevailing Government pay scale point which is specified in and may be adjusted in accordance with sub-clause (B) of this Clause 9(4).
- (B) (i) Subject to sub-clauses (B)(ii) to (B)(iii) of this Clause 9(4), the Government pay scale points for the purpose of sub-clause (A) of this Clause 9(4) for different ranks of the Resident Site Staff shall be as follows or those as may be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment:

<u>Grade and Rank</u>	<u>Government pay scale point for "Type A" Resident Site Staff</u>	<u>Government pay scale point for "Type B" Resident Site Staff</u>
RSA; RSSE; RSBSE; RSQS; RSLA	MPS 45	MPS 45
RA; RSE; RBSE; RGE	MPS 32	MPS 32
RQS	MPS 31	MPS 31
RLA; RPSM	MPS 30	MPS 30
RAA; RAQS; RASE; RAGE	MPS 19	MPS 19
RCTO	MPS 38	MPS 38
RSCOW; RSBSI	MPS 34	MPS 34
RCOW; RBSI	MPS 24	MPS 24
RACOW; RABSI	MPS 13	MPS 13
RWSI (building); RWSI (BS)	MPS 13	MPS 13
RWSII (building); RWSII (BS)	MPS 9	MPS 9
RSFO	MPS 29	MPS 29
RFOI	MPS 22	MPS 22
RFOII	MPS 10	MPS 10
RPTO; RPSO(Q)	MPS 30	MPS 30
RSTO; RSSO(Q)	MPS 23	MPS 23
RTO; RSO(Q)	MPS 11	MPS 9
RTOT	TPS 4	TPS 4
RCO	MPS 16	MPS 16
RACO, LRO	MPS 3	MPS 3
RCA	MPS 1	MPS 1
RPSII	MPS 4	MPS 4

(ii) Incremental point shall be added to the incremental Government pay scale of that rank specified in sub-clause (B)(i) of this Clause 9(4) for service as Resident Site Staff at that rank. The number of incremental point to be added is as follows or any other figure as may be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment:

- (a) One incremental point shall be added for one complete year of service as Resident Site Staff at that rank.
- (b) For the rank of RACOW, in addition to additional incremental points as specified in sub-clause (a) above, a member of the Resident Site Staff who has served as WSI in any Government project will accrue additional points in accordance with the following table:

<u>Year of service as WSI</u>	<u>Additional incremental point</u>
0	0
1	1
2	2
3	3
4	3
More than 4 years	4

Incremental credit for experience (ICE) may also be granted to a member of the Resident Site Staff in the rank for which ICE is provided to civil service recruits. The number of incremental point to be added shall be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment.

- (iii) Notwithstanding sub-clauses (B)(i) and (B)(ii) of this Clause 9(4), the respective Government pay scale points specified in this Clause shall not exceed the Government pay scale points stipulated hereunder:

<u>Grade and Rank</u>	<u>Government pay scale point for "Type A" and "Type B" Resident Site Staff</u>
RSA; RSSE; RSBSE; RSQS; RSLA	MPS 49
RA; RSE; RBSE; RGE	MPS 44
RQS	MPS 44
RLA; RPSM	MPS 44
RAA; RAQS; RASE; RAGE	MPS 27
RCTO	MPS 41
RSCOW; RSBSI	MPS 37
RCOW; RBSI	MPS 33
RACOW; RABSI	MPS 23
RWSI (building); RWSI (BS)	MPS 16
RWSII (building); RWSII (BS)	MPS 12
RSFO	MPS 33
RFOI	MPS 28
RFOII	MPS 21
RPTO; RPSO(Q)	MPS 37
RSTO; RSSO(Q)	MPS 29
RTO; RSO(Q)	MPS 22
RTOT	TPS 6
RCO	MPS 21
RACO, LRO	MPS 15
RCA	MPS 10
RPSII	MPS 15

Cap on Resident Site Staff Gratuity and Mandatory Provident Fund

- (5) (A) For "Type A" Resident Site Staff, the cap for the combined end-of-contract gratuity and mandatory provident fund of a member of the Resident Site Staff for each calendar month shall be the basic salary of that member at the Government pay scale point specified in Clause 9(4)(B) multiplied by the respective percentages as stipulated below or any other percentage as may be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment:

<u>Government pay scale point specified in Clause 9(4)(B)</u>	<u>Combined End-of-contract Gratuity and Mandatory Provident Fund Percentage for "Type A" Resident Site Staff</u>
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MOD Scale	18.75
Others	25

- (B) For "Type B" Resident Site Staff, the cap for the combined end-of-contract gratuity and mandatory provident fund for a member of the Resident Site Staff for each calendar month shall be the basic salary of that member at the Government pay scale point specified in Clause 9(4)(B) multiplied by 15% of salary for skilled jobs (e.g. professional, technical and supervisory grades), 10% for non-skilled jobs (e.g. clerical, secretarial, workman and chainman grades), or any other percentage as may be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment.
- (C) The Consultant is not required to refund to the Employer on any mandatory provident fund contribution already paid by the Consultant in the case that the employment of a member of the Resident Site Staff is terminated within his/her Employment Contract period.

Cap on Resident Site Staff overtime

- (6) (A) For the purpose of this Clause, overtime means those hours of authorized work done by a member of the Resident Site Staff of rank RACOW, RWSI and RWSII in their respective capacities and beyond the hours of duty and normal hours of attendance under Clause 9(3).
- (B) The cap in respect of overtime for a member of the Resident Site Staff for each calendar month shall be:
- (i) the amount agreed by the Director's Representative; or
 - (ii) the aggregate total of the amounts determined by multiplying the hourly rate under sub-clause (C) and (D) of this Clause by the number of hours of authorized work done by each member of the Resident Site Staff,
- whichever is the less.
- (C) The hourly rate of overtime allowance for the purpose of sub-clause (B)(ii) of this Clause 9(6) for a member of the Resident Site Staff with weekly hours of duty of 45 hours net under Clause 9(3) shall be:
- (i) his/her actual basic salary for the month divided by :
 - (a) 140, for his/her first 150 hours of overtime for a calendar month; and
 - (b) 210, for his/her overtime exceeding 150 hours for the calendar month; or
 - (ii) any other rate as may be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment,
- whichever is the less.
- (D) The hourly rate of overtime allowance for the purpose of sub-clause (B)(ii) of this Clause 9(6) for a member of the Resident Site Staff with weekly hours of duty of 44 hours gross under Clause 9(3) shall be:
- (i) his/her actual basic salary for the month, divided by :
 - (a) 140, for his/her first 150 hours of overtime for a calendar month; and
 - (b) 210, for his/her overtime exceeding 150 hours for the calendar month; or
 - (ii) any other rate as may be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment,
- whichever is the less.

Cap on Resident Site Staff housing benefits

- (7) (A) The cap in respect of housing benefits for a member of the "Type A" Resident Site Staff shall be as follows or any other rate as may be confirmed by the Director's Representative pursuant to Clause 36(5) of the General Conditions of Employment:

<u>Government pay scale point specified in Clause 9(4)(B)</u>	<u>Monthly Cap on housing benefits for "Type A" Resident Site Staff w.e.f. 1.4.2015 (in \$ per month)</u>
MPS 45-D1	30,268
MPS 41-44	22,136
MPS 38-40	20,150
MPS 34-37	18,010

The caps shall be adjusted subsequent to the date of commencement of this Agreement, in accordance with the movements of the corresponding scale of the Home Financing Allowance for the civil service.

- (B) The cap in respect of housing benefits for a member of the “Type B” Resident Site Staff shall be as follows or any other rate as may be confirmed by the Director’s Representative pursuant to Clause 36(5) of the General Conditions of Employment:

<u>Government pay scale point specified in Clause 9(4)(B)</u>	<u>Monthly Cap on housing benefits for “Type B” Resident Site Staff w.e.f. 1.4.2015 (in \$ per month)</u>
MPS 45-D1	28,764
MPS 41-44	21,035
MPS 38-40	19,142
MPS 34-37	17,110

The caps shall be adjusted subsequent to the date of commencement of this Agreement, in accordance with the movements of the corresponding scale of the Non-accountable Cash Allowance for the civil service.

Cap on and reimbursement for Resident Site Staff medical and dental care

- (8) (A) The cap in respect of the medical and dental care for a member (including his/her dependant family members, i.e. spouse and children) of the “Type A” or “Type B” Resident Site Staff shall be \$15,000 per calendar year or any other rate as may be confirmed by the Director’s Representative pursuant to Clause 36(5) of the General Conditions of Employment.
- (B) Only payments actually incurred on expenditure for medical, dental, hospitalisation, or insurance premium chargeable for these purposes for the Resident Site Staff and their dependant family members shall be counted towards reimbursement.

Cap on and reimbursement for Resident Site Staff children education benefits

- (9) (A) Education benefits will only be paid to the eligible “Type A” Resident Site Staff but not to the other type of Resident Site Staff. The cap in respect of the children education benefits of a member of the Resident Site Staff for a calendar month shall be as follows or any other rate as may be confirmed by the Director’s Representative pursuant to Clause 36(5) of the General Conditions of Employment:

<u>Children studying in</u>	<u>Cap (in \$ per month)</u>
Primary School	2,490
Secondary School up to Form III	4,140
Secondary School above Form III	3,860

- (B) The eligibility to claim reimbursement for children education benefits is subject to the corresponding conditions set for Local Education Allowance applicable to civil servants. The amount may be adjusted subsequent to the date of commencement of the Agreement, in accordance with the movements in the rates of Local Education Allowance payable to civil servants.

Cap on and reimbursement for Resident Site Staff passage

- (10) If a member of the Resident Site Staff was recruited directly from overseas and when he/she leaves employment as such, a cap is allowed for him/her and each of his/her dependant family members a passage from Hong Kong to the place where he/she will take up immediate employment. The cap for each of such person shall be the full fare rate of single airfare (economy class) from Hong Kong to London for that person, or any other rate as may be confirmed by the Director’s Representative pursuant to Clause 36(5) of the General Conditions of Employment.

Prevention of double benefit during terminal leave period

- (11) If a member of the Resident Site Staff during his/her terminal leave period upon expiry of the Employment Contract fills up another Resident Site Staff post in a consultancy let out by a Government department, the Government shall only reimburse the salary and mandatory provident fund of the Resident Site Staff for the terminal leave period to the Consultant but not any other fringe benefits (including but not limited to end-of-contract gratuity, medical and dental care, children education benefits, housing benefits, passages) to prevent double benefits for the Resident Site Staff concerned during the terminal leave period.

ANNEX 1

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Worked Example of Adjustment to Lump Sum Fees due to Change in the Consumer Price Index (C)

Agreement No.

Title

Lump Sum Fee

\$6,280,000.00

Commencement

Feb 1996 (Base Month)

a	b	c	d	e		f
Year	Consumer Price Index (C)	Services Rendered (\$)	Lump Sum Unearned (\$)	Payment for Fluctuation (\$)		Cumulative Fluctuation Payment (\$)
0 Feb-96	105.7	0.00	6,280,000.00		0.00	0.00
1 Feb-97	112.3	3,624,418.00	2,655,582.00		0.00	0.00
2 Feb-98	117.7	551,742.00	2,103,840.00	$(112.3-105.7) / 105.7 \times c =$	34,451.25	34,451.25
3 Feb-99	116.4	172,700.00	1,931,140.00	$(117.7-105.7) / 105.7 \times c =$	19,606.43	54,057.68
4 Feb-00	109.7	884,434.00	1,046,706.00	$(116.4-105.7) / 105.7 \times c =$	89,531.16	143,588.85
5 Feb-01	107.5	858,266.00	188,440.00	$(109.7-105.7) / 105.7 \times c =$	32,479.32	176,068.16
6 Feb-02		188,440.00	0.00	$(107.5-105.7) / 105.7 \times c =$	3,209.01	179,277.17
		6,280,000.00			179,277.17	

Notes : 1. The above figures of Consumer Price Index (C) are for illustration purpose only and do not represent the actual Consumer Price Index (C) which can be obtained from the website of the Census and Statistics Department.

2. Pro-rata adjustment may be required where the consultant's claim for "services rendered" straddle the anniversary date as stated in Clause 2 of the Schedule of Fees.

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ANNEX 2

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**Schedule of Standard Printing Charges
and Standard Charges of Electronic Storage Media
with effect from 1 June 2015**

(a) Printing Charges

Size Type	Printing Charge Per Sheet
A0 Print	\$5.98
A0 Polyester	\$51.56
B1 Print	\$5.06
B1 Polyester	\$41.52
A1 Print	\$2.99
A1 Polyester	\$27.12
A2 Print	\$1.98
A2 Polyester	\$15.35
A3 Print / Photostat	\$0.40
A3 Colour Print / Photostat	\$3.16
A3 Polyester	\$13.05
A3 B&W Double-sided Print / Photostat	\$0.81
A3 Colour Double-sided Print / Photostat	\$6.33
A4 B&W Double-sided Print / Photostat	\$0.44
A4 Colour Double-sided Print / Photostat	\$3.45
A4 Color Print / Phtotstat	\$1.73
A4 Print / Photostat	\$0.24
Monochromatic Computer Plotted	
A0 Paper	\$23.00
A0 Tracing	\$32.20
B1 Paper	\$19.67
B1 Tracing	\$24.15
A1 Paper	\$11.50
A1 Tracing	\$16.68

Note:

The above standard printing charges shall include the material costs and any other expenses such as manpower costs, cost of equipment, administration costs etc. that are incurred by the consultant for the supply, printing, sorting, checking and delivery of the respective printed documents.

(b) Standard charges of electronic storage media for the supply and submission of drawings and documents

Electronic Storage Media	Charge Per Diskette
700MB CD-R (Previously 650MB)	\$9.20
4.7GB DVD-R	\$10.35

Note:

The above standard unit charges of electronic storage media shall include the material costs of the electronic storage media and any other expenses such as manpower costs, cost of computer equipment, cost of processing information by computer, administration costs etc. that are incurred by the consultant for the supply, production, checking and delivery of the respective electronic storage media. The consultant shall maximise the usage of the storage capacity of each electronic storage media.