

2016年1月4日

上午10時02分恢復聆訊

出席人士：石永泰資深大律師、許偉強大律師及鄭欣琪大律師，為外聘律師，代表食水含鉛超標調查委員會

麥高義資深大律師及許佐賓大律師，由的近律師行延聘，代表保華建築營造有限公司

殷志明大律師，由羅夏信律師事務所延聘，代表香港房屋委員會

陳樂信大律師及羅頌明大律師，由律政司延聘，代表水務署署長

譚俊傑大律師，由何謝韋、李偉業律師事務所延聘，代表啟晴邨及葵聯二邨公屋居民代表 Lee Pui Yi、Chong So Nga 及 Lui Hui Ping

杜慧燃大律師，由顧增海律師行延聘，代表有利建築有限公司、明合有限公司及伍克明

孖士打律師行陳宇文律師，代表瑞安承建有限公司

諾頓羅氏富布萊特香港胡文俊律師及康錦煒律師，代表張達欽及金日工程有限公司

孖士打律師行梁樂鋒律師，代表中國建築工程（香港）有限公司

主席：今日我哋開始保華。

講者（不能辨別）：嗶。

主席：係咪呀，保華建築呵？

DR McCOY: Yes. Good morning, Mr Chairman and Commissioner.
We move into the second year of this Inquiry today.

Just before I call Mr Leung Wai Keung, the witness for Paul Y, could I just bring to your attention one or two matters that have happened since he filed his witness statement?

It is now known that Prosperity, the sub-subcontractor, delivered delivery notes to Golden Day, Paul Y's subcontractor, and those delivery notes stated that the materials, the solder, was lead-free.

It is also now known that in November 2015, an employer of Prosperity made a witness statement, and the witness statement says that the four invoices sent to Golden Day by Prosperity were for leaded solder.

Now, there is plainly a serious and material discrepancy between the two sets of documents, between Prosperity and Golden Day. Paul Y has anxiously, since it learnt of this, been seeking to obtain answers. We now know that Mr Yung Kwok Choi from Golden Day resigned from that company in August 2015, and we know that Mr Cheung Tat Yam, the other director, is separately represented from Mr Yung.

Now, I simply raise this as a preliminary scenario that will need, I imagine, to be explored, because on the face of it, there are significant and serious documents that are irreconcilable.

With that, I would now wish to call Mr Leung Wai Keung, with your permission. I will ask Mr Hui to take the burden of reading the statement.

主席：Yes.

DR McCOY：Thank you.

保華建築營造有限公司（“保華”）（榮昌邨和東匯邨的總承建商）的證人：梁偉強（保華工程技術總監（榮昌邨和東匯邨的項目總監））以本地話宣

誓作供
許佐賓先生主問

問：Mr Leung, I am now about to read your witness statement made for Wing Cheong Estate, dated 11 November 2015. Please pay attention.

**COMMISSION OF INQUIRY
INTO EXCESS LEAD FOUND IN DRINKING WATER ("COMMISSION")**

**WITNESS STATEMENT OF LEUNG WAI KEUNG
(FOR WING CHEONG ESTATE)**

I, Leung Wai Keung of Paul Y. General Contractors Limited, 16/F Paul Y. Centre, 51 Hung To Road, Kwun Tong, Kowloon, Hong Kong can say as follows:-

1. I am a Technical Director of Paul Y. General Contractors Limited ("**PYGC**"), and I have been holding this position since 2014. I joined PYGC as a Contract Manager in 2006.
2. I make this witness statement on behalf of PYGC pursuant to the request of the Commission by the letter of Messrs. Lo & Lo, solicitors for the Commission ("**Lo & Lo**") dated 16 October 2015 ("**Lo & Lo's 16 October letter**").
3. By Lo & Lo's 16 October letter, the Commission has requested the CEO/Managing Director of PYGC to prepare a witness statement addressing 13 issues raised in that letter in relation to the fresh water plumbing system for Wing Cheong Estate in Sham Shui Po arising out of excessive lead found in drinking water incident.

4. By the letter from Deacons, PYGC's solicitors to Lo & Lo dated 22 October 2015, PYGC informed the Commission that PYGC does not have the positions of CEO/Managing Director and requested the Commission's permission that the witness statement be made by PYGC's project director who was involved in the Wing Cheong Estate project. By the letter from Lo & Lo dated 23 October 2015, the Commission granted that permission (**Annex 0.1** contains the above exchange of correspondence between Deacons and Lo & Lo).

Background

5. I graduated from England and have been involved in the building industry in Hong Kong for more than 30 years. I have managed more than 20 public housing projects including those of the Housing Authority ("**HA/Housing Authority**").

6. I was the Project Director of PYGC for the Wing Cheong Estate project where PYGC was the main contractor. The Wing Cheong Estate project otherwise known as the Construction of Sai Chuen Road Housing Development, Contract No. 2009113 ("**the Project**") was a Housing Authority project. As a Project Director, my relevant responsibilities included the overall management of the Project, monitoring its performances and quality assurance. It is my personal practice to inspect project sites twice a week and spend half day on site on a daily basis attending to any project (including the Wing Cheong Estate project) that is close to completion to ensure its timely completion.

7. The Project involved amongst others the construction of two non-standard domestic blocks (Blocks 1 and 2),

each with 40 storeys. Golden Day Engineering Company Limited ("**Golden Day**") was engaged by PYGC as its specialist plumbing sub-contractor to carry out the supply and installation of the water supply system. I should also mention that the Wing Cheong Estate project was awarded the Housing Authority's "Quality Public Housing Construction & Maintenance Awards 2014" in the New Works Projects - Outstanding Projects category (**Annex 0.2**). The construction of Wing Cheong Estate was carried out between 2010 and 2013.

8. I now respond to each of the questions in Lo & Lo's 16 October letter.

Q1 Describe and explain the steps and procedures in the construction and installation of the fresh water plumbing system in Wing Cheong Estate

9. By a contract dated 25 October 2011 (Contract No. 20090113) ("**Main Contract**"), the HA engaged PYGC to construct the Project. The Contract Manager was Chief Architect/2 of the Development and Construction Division, Housing Department.

10. In August 2012, and by a sub-contract (Contract No. 210000-13-19034-B03), PYGC engaged Golden Day as its domestic specialist plumbing sub-contractor to carry out the supply and installation of the water supply system ("**Plumbing Works**") for the Project (**Annex 1.1**).

11. The Licensed Plumber was Cheung Tat Yam, who I understand is also the owner of Golden Day.

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

12. Below is an overview of the steps taken in the Plumbing Works from the start to completion.

13. On 3 August 2010, the Contract Manager submitted Form WWO542 to the Water Authority applying for water supply for the Project. The Water Authority approved the application on 10 October 2011 (**COI Bundle pp. 15906 - 15908, 15917 -15921**).

14. On or about 30 December 2010, the Contract Manager issued plumbing drawings to PYGC for the Plumbing Works.

15. From December 2011, PYGC progressively made sample submissions to the Contract Manager's Representative for approval in respect of the plumbing materials for instance, pipes & fittings and sanitary fittings. Please see **Schedule 1** for a list of the sample submissions. Sample submissions for sanitary fittings were prepared and submitted by PYGC (as pursuant to Clause 2(a) of Part D) Special Conditions of the Sub-Contract (特別合約條款) and annex thereof, PYGC was the party responsible for supplying the same), whilst preparation for sample submissions for pipes & fittings and 小五金 (meaning all minor metal hardware (such as tools, nuts and bolts) necessary for the completion of the Plumbing Works, including the soldering materials) was the responsibility of Golden Day but their submission to the Contract Manager would be made by PYGC. (**COI Bundle pp. 14141-14747 and 15371-15595**)

16. It may be seen from **COI Bundle pp. 14635 - 14666** that PYGC made a sample submission of the soldering material on 2 December 2011. The proposed 'Wire "FRY" Lead Free Solder 99c' was approved by the Contract Manager's

Representative on 9 December 2011.

17. Around this time, the Licensed Plumber prepared, signed and passed to PYGC Part I and the Annex of Form WWO46 (see **COI Bundle pp.14089-14095** which contains a complete set of Form WWO46 referred to below) in support of an application for installing an inside service for the Project. PYGC then submitted the duly completed Form to the Contract Manager for signature and onward submission to the Water Authority for approval. By Part II of Form WWO46 (see **COI Bundle p.14090**), and in December 2011, the HA endorsed the information submitted by the Licensed Plumber and the Contract Manager under Part I.

18. Pursuant to the Main Contract, PYGC constructed for the Contract Manager's approval a sample floor to establish an acceptable benchmark for the material and workmanship required for the domestic blocks of the Project. PYGC was not aware of any inspection of the joints of the water pipes by the Contract Manager.

19. On 29 December 2011, the Water Authority gave its approval for the commencement of the installation work by issuing Part III of Form WWO46 (see **COI Bundle p.14091**) and thereupon Golden Day (for pipes & fittings) and PYGC (for sanitary fittings) each instructed their respective suppliers to arrange for delivering of the approved plumbing materials to site. Please see **COI Bundle pp. 15306-15369** for the relevant purchase orders, delivery notes and inspection records of the plumbing materials (not including the approved FRY lead-free solder). There are however no purchase orders for the FRY lead-free solder because, as I understand it from Golden Day, these orders were made

casually over the phone (see **COI Bundle pp. 15271-15274** and 15301-15305 a declaration to that effect from Golden Day dated 12 September 2015) ("**Golden Day's 12 September Declaration**"). The delivery records of the sanitary fittings were submitted to HA for record (see **COI Bundle pp. 13871-13897** and **15596-15622**).

20. Golden Day did not further sublet the Plumbing Works. Golden Day employed direct plumbing workers to carry out the Plumbing Works (see Golden Day's 12 September Declaration at **COI Bundle pp. 15271-15274**).

21. Apart from the Licensed Plumber, Golden Day allocated a site project manager and a site foreman to supervise the Plumbing Works. Please see Golden Day's 12 September Declaration (**COI Bundle pp. 15271-15274**).

22. As far as PYGC was concerned, it allocated a Building Services ("BS") Engineer, a Senior BS Coordinator and Foremen to provide on-site coordination and supervision for the Plumbing Works. Please see **COI Bundle p. 13807** for PYGC's Site Organisation Chart for the Project. An AQCC was also assigned to the Project pursuant to the requirement of the Main Contract for the purposes of, among other duties, checking and endorsing sample submission for materials and components as well as checking the materials delivered on site against the approved samples.

23. During the course of the Project, regular coordination meetings and monthly meetings were held with the Contract Manager's representative for the purposes of resolving any issues that may have arisen, including issues concerning the Plumbing Works for instance,

congestion of pipelines.

24. The Contract Manager was responsible for conducting monthly Performance Assessment Scoring System (also known as the "**PASS**" assessments) on the completed portion of the Main Contract works, which included the Plumbing Works. For each monthly PASS assessment, the Contract Manager would randomly pick location from any unit of any completed floor for inspection (I understand that this was computer generated). A comprehensive inspection of the selected locations would then be carried out. A final PASS assessment would not be carried out until the Contract Manager's certification of practical completion for the Project.

25. The PASS inspections/ assessments were conducted by the Project Architect together with the Project Clerk of Works or with an independent PASS team of the Housing Authority in monthly rotation and with the attendance of the representatives of PYGC. The Project Architect would inform PYGC of any non-compliant work identified during the course of the PASS assessment and PYGC would deal with such non-compliant work very seriously as any adverse score in the PASS inspections would affect its future tendering opportunity.

26. Please see **Annexes 1.2(1) and 1.2(2)** for the relevant extracts (i.e. Section 6) of the Plumbing Works section of the PASS Manuals for the interim (i.e. monthly) PASS assessment and final PASS assessment respectively. As can be seen from the Manuals, the scope of the inspection covered only the routing, alignment, compliance of materials and contamination protection etc. but not the soldering material. I understand the reasons to be as those set out in paragraphs 44 and 45 below.

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

27. When the installation of the Plumbing Works was approaching completion, representatives of PYGC (including myself, the project manager, the site agent and the BS Engineer) would have a meeting with the Licensed Plumber to review progress of the plumbing installation and the extent of the outstanding builder's works requiring inspection by the Water Services Department ("**WSD**") before the submission of Part IV of WWO46 to the WSD.

I
J
K
L
M
N
O
P
Q
R
S
T
U
V

28. Upon the completion of the installation of the whole water supply system, which was in or about June 2013, the Licensed Plumber issued Part IV of Form WWO46 (see **COI Bundle p.14092**) which PYGC in turn forwarded to the Contract Manager for endorsement and requesting inspection by the Water Authority.

M
N
O
P
Q
R
S
T
U
V

29. An inspector from the Water Authority would then liaise with the Licensed Plumber for inspection of the Plumbing Works. I understand that an inspection was carried out on or about 13 June 2013. The project team of PYGC did not participate in the inspection by the Water Authority as advised by the Licensed Plumber. According to him, the inspector did not require the Main Contractor's attendance as PYGC had no role to play during the inspection. PYGC could only obtain the result of the inspection from the Licensed Plumber subsequently. No irregularities were found during the WSD inspection.

S
T
U
V

30. The Licensed Plumber then arranged cleansing and disinfection to the plumbing system for the Water Authority to take water samples from the installed plumbing system. Please see **COI Bundle pp. 14138** (for

Inside Service Mains) and **15782** (for water Mains outside site boundary) for the Water Examination Report from WSD. WSD did not require the Licensed Plumber to take any other water samples for accredited laboratory test for the Project.

31. After satisfying itself with the results of the water samples, the Water Authority issued its completed Part V of Form WWO46 dated 18 June 2013 to the Licensed Plumber confirming that there was no irregularity with the Plumbing Works (**COI Bundle p.14093**) and issued a Certificate Regarding Water Supply Connection (**COI Bundle p.14139**) for the Project to the HA and the Licensed Plumber on 5 July 2013.

32. On or about 9 May 2013, the Contract Manager issued instruction to PYGC to carry out additional cleaning and sterilization process to the completed fresh water mains of inside service witnessed by the Contract Manager's representative before the final handover. Please see **Annex 1.3** for the relevant instruction issued by the Contract Manager dated 9 May 2013.

Q2 - With reference to the steps and procedures outlined above, explain the role and responsibilities of PYGC and the respective roles and responsibilities of its sub-contractor(s), licensed plumber(s) ("LPs") and other person(s) in the contractual, construction and post-construction stages relating to the installation, supervision of work, inspection, certification of completion, monitoring and maintenance of the fresh water plumbing system as far as controlling the content of lead of the Plumbing Materials is concerned, stating the procedures, criteria and standards

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V**involved****PYGC****Installation / sub-letting**

33. As I mentioned in my response to Question 1 above, PYGC subcontracted the Plumbing Works to Golden Day, a specialist plumbing sub-contractor, in accordance with the procedures as stated in Section 7.1 of the Project Quality Plan (which will be further elaborated below).

34. I would mention here and at the outset that all the submissions and approvals relating to the Plumbing Works (including those referred to in my response to Question 1 above) were corresponded directly between the Water Authority and the Licensed Plumber. PYGC was not privy to such communications and would only be informed of the same until the Licensed Plumber/Golden Day provided copies to PYGC for reference and retention. This was because for day-to-day communications, the Water Authority would only deal with the Licensed Plumber. As such, save for a supervisory role described in the paragraphs below, PYGC had only a limited role in the Plumbing Works. PYGC is not a specialist plumbing contractor after all.

Sample submissions for Contract Manager's Representative's approval

35. As I have mentioned in my response to Question 1 above, PYGC as the Main Contractor was required to make all sample submissions to the Contract Manager.

36. PYGC was responsible for the procurement of sanitary

fittings, including preparation and subsequent sample submissions to the Contract Manager's Representative for approval.

37. In respect of pipes & fittings, as the procurement of those materials fell within the scope of the Sub-Contract, Golden Day was responsible for preparing such sample submissions and would then pass them onto PYGC for onward submission to the Contract Manager's Representative for approval. The AQCC of PYGC would first check the sample submissions received from Golden Day for compliance and then make an official submission to the Contract Manager's Representative for approval.

38. As discussed above, sample submissions in particular, the soldering materials were approved by the Contract Manager's Representative.

Material control

39. Under the On-Site Delivery Verification Form 6210 issued by the Housing Department (Development & Construction Division) (please see **Annex 2.1**), PYGC is required to conduct "material check" and "document check" for materials specified under Form 6210 and/or as specified in the Main Contract upon the delivery of the materials on site. AQCC of PYGC would check the materials and submit the written records of the materials for checking by the Contract Manager's Representative. Copper pipes & fittings and soldering materials do not fall within the materials to be checked in the Form 6210 regime as specified under Form 6210 and/or in the Main Contract and as such, these materials would not be subject to the above checking procedure.

A
B
C 40. In addition, in order to ensure the quality of the Main
D Contract works and as a requirement under Specification
E Preliminaries PRE.B9.620P to PRE.B9.690.P of the Main
F Contract, PYGC had in place a Project Quality Plan for
G the Project which had been submitted to the Project
H Architect for comment and received no adverse comments
I from him. Please see **COI Bundle pp.15113-15226** for the
J approved Project Quality Plan.
K

L
M 41. Section 7.2 of the Project Quality Plan concerns
N material control. It was stated that all materials
O shall be procured upon approval and delivered as per
P delivery schedule. The storekeeper and the AQCC of PYGC
Q were responsible for preliminary receiving inspection
R upon delivery and arranging storage and transportation
S of materials to working area. PYGC's Project Engineer
T and Quality Control Manager were responsible for
U testing to materials whenever required. All
V substandard products had to be rectified before
installation and erection (see sections 7.2.1-7.2.2).
According to the flowchart to Appendix B to the Project
Quality Plan, upon the delivery of the materials on site,
the materials would be checked against the Site
Materials Requisition Form and Delivery Note. Upon
passing the visual inspection by the storekeeper, the
materials would be transported to storage or awaiting
for testing when required.

R
S 42. As far as I am aware, as PYGC directly procured the
T sanitary fittings for the Project, the materials so
U delivered were inspected and transported to storage and
V tested (if required) in accordance with Section 7.2 of
the Project Quality Plan stated above. I refer to
paragraph 19 above.

43. As for the pipes & fittings and 小五金 for the Plumbing Works, they were procured by Golden Day and PYGC would only undertake a high-level supervisory role in the manner described in paragraphs 45 and 46 below and would rely on the specialist plumbing sub-contractor for compliance with the Waterworks Regulation for achieving the passing of the final inspection and the water sample test conducted by the Water Authority.

44. As soldering materials (as a component of 小五金) were generally perceived as a relatively minor item of material for the Plumbing Works, never did such an item of material, in my years of contracting experience in the Hong Kong construction industry occur to me (or anyone in a similar capacity) to be one demanding scrutiny particularly where there is no testing requirement stipulated in the Contract. Since the "lead water" incident, PYGC sought the relevant delivery notes (**COI Bundle pp. 14635 - 14666**) of the soldering materials from Golden Day. As shown from the delivery notes, Golden Day did obtain supplies of soldering materials specified in the Contract Specification (i.e. lead-free solder) which were delivered to site. It is evident from those delivery notes that a total of 360 rolls of FRY lead-free solder was delivered to site.

Supervision & Inspection

45. As mentioned above, as the Plumbing Works were sub-contracted to Golden Day, a specialist plumbing sub-contractor, PYGC undertook merely a high-level supervisory role overseeing and monitoring the works carried out by Golden Day. PYGC allocated a project manager, site agent, site foremen, a BS Engineer, a BS coordinator and an AQCC to the site to supervise the

Plumbing Works carried out by Golden Day. The site foremen, BS Engineer, a BS coordinator and a general foreman inspected the Plumbing Works on a daily basis. During their inspection, they would mainly focus on checking whether pipelines were properly routed and aligned. They would not place particular focus on the pipe joints considering that if joints had been installed properly it would ultimately be revealed by the water test and the locations of leakage would become known. For the reasons mentioned in paragraph 44 above, no one would have paid particular attention to the solder. It was also unusual for there to be inspection of the actual soldering works because until recently no one was aware of the risk of the presence of lead in the solder or its associated health risks. And further, some of the jointing works were carried out on the external wall of the building to which access could only be made by gondola.

46. As to both the Project Manager and myself, we had an overall duty of supervision of the Main Contract works (including the Plumbing Works) and would attend to any problems as they occurred.

47. During the monthly and final PASS assessments mentioned in my response to Question 1 above, the Plumbing Works were only subject to random check and inspection by the Contract Manager. For each of these interim (i.e. monthly) and final PASS assessments, representatives from PYGC would attend the inspections with HA. Should there be any issue of non-compliance concerning the Plumbing Works identified during such assessments, PYGC would immediately notify Golden Day for rectification work (e.g. alignment of pipes).

48. As mentioned in my response to Question 1 above, as per the PASS Manuals for the interim (i.e. monthly) assessments and final assessment, soldering materials did not form part of the assessment and therefore would not be subject to random inspection by the Contract Manager during the course of the Project, or indeed any other HA projects in which I had personal involvement in my past 30 years of experience.

49. Upon completion of the plumbing installation, PYGC would organise a meeting with the Licensed Plumber to review any outstanding builder's works that might affect the Water Authority's inspection and urge the Licensed Plumber to arrange Part IV of WWO46 for submission to the Water Authority.

50. In addition, when the Project is approaching completion, I would myself personally spend half day on site on a daily basis to ensure the attainment of the planned progress and completion of the Project.

Monitoring and maintenance

51. During the Defect Rectification Period of the Main Contract, PYGC would attend to and rectify any defects identified by the HA. Only minor defects concerning the Plumbing Works were found and Golden Day was responsive to all relevant rectification works.

Golden Day

Installation

52. Under the Sub-Contract, Golden Day was responsible for completion of all plumbing works under the Main Contract, which included the procurement of materials such as solder and installation of all pipes & fittings

A
B
C for the Project.

D 53. As mentioned in my response to Question 1 above, Golden
E Day had confirmed and declared to PYGC (see **COI Bundle**
F **pp. 15271-15274**) that all its plumbing workers were
G directly-employed workers, i.e. there was no further
H sub-contracting.

G **Supervision of work & Inspection**

H 54. As mentioned in my response to Question 1 above, Golden
I Day assigned a project manager, a site foreman to
J supervise its workers on site.

K 55. Golden Day had a full time foreman on site to carry out
L day to day inspection of the Plumbing Works in particular
M whether those Works were carried out in accordance with
N the approved drawings. His duties and responsibilities
O also included arranging workers to carry out work,
P attending site meetings, placing orders for and
Q delivery of materials, following-up of progress of
R works and preparation for water test. Golden Day's
S project manager would regularly visit the site when
T required to attend site meetings or when problems
U occurred on site which required his attention.

Q **Licensed Plumber**

R 56. It is a requirement under section 15 of the Waterworks
S Ordinance (Cap 102) ("**Waterworks Ordinance**") that no
T inside service shall be constructed, installed,
U maintained, altered, repaired or removed by a person
V other than a licensed plumber or a public officer
authorized by the Water Authority. As mentioned above,
in my years of contracting experience, all day-to-day
communications in respect of the Plumbing Works are

between the WSD and the Licensed Plumber and seldom involve the main contractor.

57. As I also mentioned above, the Licensed Plumber for the Project was Cheung Tak Yam who is also the owner of Golden Day. Golden Day's 12 September Declaration sets out the duties and responsibilities of the Licensed Plumber which included regular site inspection, submissions of the various WWO46 Forms and making arrangements for water testing.

Supervision of work & Inspection

58. I understand from PYGC site staff that the Licensed Plumber (both in his capacity as the owner of Golden Day and as the Licensed Plumber of the Project) did at regular intervals visit site and inspect the installation of the Plumbing Works during the course of the Project. However, no written report of such inspections is available from Golden Day.

HA Inspection

59. As mentioned above, HA conducted monthly PASS assessments (and final PASS assessment after the issue of the Certificate of Completion under the Main Contract). The Plumbing Works were only subject to random checks and inspection by the Contract Manager and representatives of HA. For each of these monthly and final PASS assessments, representatives from PYGC attended the inspections with HA. As soldering materials were not included in the PASS Manuals for monthly assessments and final assessment, soldering materials were not part of the assessment and were therefore not subject to inspection by the HA during

the Wing Cheong Estate project.

Certificate of completion

60. Upon the Contract Manager's satisfaction that the Main Contract works were substantially completed, on 12 July 2013, the Architect issued the Certificate of Substantial Completion for the Main Contract works.

61. Thereafter, during the period from 22 August to 10 September 2013, the final PASS assessment was conducted and the results were satisfactory.

WSD

Installation

62. As mentioned in my response to Question 1 above, upon the application by the Licensed Plumber, the Water Authority proceeded to issuing an approval to:-

(1) Form WWO542 application for water meter; and

(2) Parts I & II of Form WWO46 (see **COI Bundle pp. 14089-14090**) appointing the Licensed Plumber and request for commencement of Plumbing Works by issuing Part III of Form WWO46 (see **COI Bundle p. 14091**).

Inspection

63. Upon the completion of the installation of the whole water supply system, the Licensed Plumber prepared Part IV of Form WWO46 (see **COI Bundle p. 14092**) and forwarded to the Contract Manager for endorsement. The Licensed Plumber then submitted Part IV of Form WWO46 to the Water

Authority requesting for site inspection.

64. The inspector of the Water Authority then contacted the Licensed Plumber to arrange the inspection date for the whole water supply system with the Licensed Plumber.

65. After the Water Authority inspection, no defect list in the form of Form WWO1008 was issued to the Licensed Plumber and the Licensed Plumber reported the same to PYGC. As I have mentioned above, PYGC and the Housing Authority were not privy to the inspection.

66. The Licensed Plumber then arranged cleansing and disinfection to the plumbing system for the Water Authority to take water samples from the installed plumbing system for submission to the Water Authority. The Water Authority did not require the Licensed Plumber to take any other water samples for accredited laboratory test for the Project.

67. After the satisfactory results of the water samples, the Water Authority by Part V of Form WWO46 certified that no irregularities were found and approved the plumbing detailed in Part IV of Form WWO46 i.e. the whole water supply system. The Water Authority issued the Certificate Regarding Water Supply Connection (see **COI Bundle p. 14139**) for the development to the HA and the Licensed Plumber. The Water Authority's criteria for sampling water did not include lead but only (1) colour, (2) conductivity at 25°c, (3) pH value at 25° c, (4) turbidity, (5) Chlorine (free), (6) total coliforms, (7) e.coli, and (8) HPC.

Q3 - Explain and identify with reference to the tender

documents, the Main Contract and Sub-Contracts the specific contractual terms and provisions pertaining to (a) the construction of the Wing Cheong Estate to ensure drinking water will be lead-free and safe and (b) prohibiting the use of pipes, fittings and soldering and other plumbing materials ("Plumbing Materials") from which lead may leach into drinking water (the "Contractual Requirements")

68. I am unable to identify from the tender documents of the Main Contract and the Sub- Contracts any specific contractual terms or provisions pertaining to the construction of the Project to ensure drinking water will be lead-free and safe. Nor do I find any specific contractual terms or provisions warning against the risk of lead leaching into the drinking water.

69. There is a reference to lead on three occasions in the Housing Authority's Specification Library 2008 Edition ("**Specification Library**")

Main Contract

Soldering materials

70. Under the Specification Library PLU1.M160.5 (**COI Bundle p.13700**), it was specified that only lead-free category solders could be used as soldering alloys for copper and copper alloy capillary fittings.

71. Under BS EN 1254-1:1998 (copper and copper alloys- Plumbing fittings- Table 6), which according to PLU1.M160.5 (**COI Bundle p.13700**) quoted above apply to the Main Contract works, it is stated that soldering alloys with lead and brazing alloys with cadmium are not permitted in installations for water for human consumption. Please see **Annex 3. 1** for the relevant

extracts of BS EN 1254-1:1998.

Copper tubes

72. Under BS EN 1057:1996 (Copper and copper alloys-Seamless, round and copper tubes for water and gas in sanitary and heating applications), which according to PLU1.G020.5 (**COI Bundle pp.13695-13696**) quoted above apply to the Plumbing Works, it is stated that the composition of copper and copper alloys shall conform to : Cu (Copper) + Ag (Silver) : min.99.90% (see Section 6. Requirements - 6.1 Composition). Please see **Annex 3.2** for the relevant extracts of BS EN 1057:1996.

Sub-Contract

73. It was a condition under the Sub-Contract with Golden Day (C合約條款Part(一)合約性質 Clause 1(a) 合約總則 that all the duties and obligations of PYGC under the Main Contract so far as it is related to the Sub-Contract shall be borne by Golden Day ("本合約之內容是根據總合約之條款制訂，一切條文均依據總合約為準...總合約內與此合約有關之一切總承判商責任及義務全歸於承判商"). In other words, the requirements under the Main Contract documents shall apply to the Sub-Contract, including the Main Contract Specifications and hence the requirements referred to in paragraphs 70-72 above.

74. In fact, on the first page of the Sub-Contract, Golden Day had confirmed that it fully understood the requirements and specifications under the Main Contract documents (i.e. "承判商對本工程之一切合約文件之所有條款、有關總合約之一切條款及資料，以及承判商所負責之一切責任和義務，在簽約前均已詳細研究及完全明瞭...").

Q4 - Explain the measures, supervisory, monitoring and quality control system in place by PYGC in order to comply with such Contractual Requirements and to ensure the safety and quality of drinking water.

75. I should say at the outset that PYGC, just as other main contractors, would formulate (or adapt) a quality control plan according to the client's requirements as set out in the contract. The client's requirements in this regard are usually expressed via "specification" and "testing". HA/HD is no different and in its Paper submitted to the LegCo dated 22 July 2015 (**COI Bundle p. 37568**) it stated, "We exercise quality control on water supply systems in public housing estates through specification and testing." For HA contracts, the HA determines what tests are to be required and by Conditions of Contract, the Main Contractor shall carry out and allow in its tender the costs of any specified tests (see Clause 42(1) and (2)) and will be reimbursed as variation works if the Main Contractor shall be instructed to carry out any additional tests (see Clause 42(3)) and compensated for any delay and disruption costs (see Clauses 50(b) (vii) and 63(c)) unless non-compliance is shown. Therefore, the level of supervision and inspection set out in PYGC's quality plan depends, to a large extent, on the importance and risks attached to the item of material (or workmanship) in question by HA/HD as expressed via their Specification and Testing requirements.

76. As I mentioned in my response to Question 2 above, PYGC subcontracted the Plumbing Works under the Main Contract to Golden Day, a specialist plumbing sub-contractor. PYGC undertook primarily a supervisory role overseeing and monitoring the works carried out by Golden Day. PYGC also relied on the water sample test carried out by WSD which results were

obtained by PYGC through enquiries with the Licensed Plumber for the reasons set out in paragraph 34 above.

77. To ensure that the plumbing materials would comply with the requirements under the Main Contract, provisions had been included in the Sub-Contract that the requirements under the Main Contract documents, including the Main Contract Specifications, shall apply to the Sub-Contract. See paragraphs 73 and 74 above.

78. As mentioned in my response to Question 2 above, PYGC duly prepared a Project Quality Plan for the Project (which was submitted to the Project Architect and he made no adverse comment thereon) according to the specification and testing requirements of the HA as set out in the Contract as part of PYGC's effort to ensure the quality and compliance of the Main Contract works. I refer to my response and references to the Project Quality Plan above concerning material control, supervision and inspection of the Plumbing Works.

79. PYGC allocated a project manager, a site agent, site foremen, a BS Engineer, a BS coordinator and an AQCC to the site for supervision of the Plumbing Works carried out by Golden Day. I refer to my response in paragraph 45 above. PYGC held coordination meetings with Golden Day on a regular basis (at least bi-weekly) after the commencement of the Plumbing Works where the progress and quality of the Plumbing Works would be discussed. PYGC also held meetings with Golden Day to discuss PASS assessment results. As mentioned above, when the Project was approaching completion, I myself would personally spend half day on site on a daily basis to ensure attainment of the planned progress and completion of the Project.

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

80. PYGC took record when sanitary fittings and mixers were distributed to Golden Day for the installation of the Plumbing Works. It was to make sure that the correct Plumbing Materials were used in the Sub-Contract works. Please see **COI Bundle pp.15623-15669** for PYGC's site inventory control records.

Q5 - Explain and identify the prevailing Contractual Requirements and statutory and non-statutory requirements pertaining to the approval of Plumbing Materials by the HA.

81. I refer to my response to Question 3 above for the relevant Contractual Requirements for the plumbing materials.

82. The applicable statutory requirements pertaining to the practice and use of plumbing materials include the Waterworks Ordinance (Cap. 102) and the Waterworks Regulations (Cap. 102A). The provisions relevant to pipes and fittings are set out in Part 3 and Schedule 2 of the Waterworks Regulations. The provisions are relevant to the requirements and standards for the pipes and fittings. The provisions of the Waterworks Regulations referred to the application of the British Standard but there is no specific wording in these provisions requiring the use of unleaded pipes and fittings.

83. As mentioned above, the Specification Library, which was incorporated as the Main Contract, specified that only lead-free category solders could be used as soldering alloys for copper and copper alloy capillary fittings (see **PLU1.M160.5**) (**COI Bundle p.13700**).

84. In terms of non-statutory requirements, PYGC was requested by the HA to make sample submissions to the Contract Manager's Representative for approval in respect of the plumbing materials in Housing Department's Sample Submission and Approval Form. As mentioned in my response to Question 1 above, PYGC had been making sample submissions to the Contract Manager's Representative since December 2011. (COI Bundle pp. 14141-14747 and 15371-15595)

85. In relation to soldering materials, PYGC made a sample submission on 2 December 2011. In this case 'Wire "FRY" Lead Free Solder 99c' was proposed and approved by the Contract Manager's Representative on 9 December 2011.

Q6 - Explain and identify the types of Plumbing Materials submitted to HA for approval.

86. Please see **Schedule 1** for a list of the sample submissions filed by PYGC to the Housing Authority for approval since December 2011.

Q7- Explain the choice and decision of joining the pipes (a) by soldering instead of (b) using mechanical compression joints, and why the former method of joining the fresh water pipes was extensively used in the Affected Estates. If it is a matter of costs, please state the difference in costs.

87. The water pipes that were used in the fresh water supply system were ductile iron pipes and copper pipes. The "Pipe Joint" section of the Specification Library which forms part of the Main Contract provides for various methods for jointing the copper pipes including by soldering (Clause PLUI.W260.5). The reference to the

mechanical compression joints method is at Clause PLU.M130.5 under the "Pipes, Fittings and Joints" section - for "(f) meter assembly branch and pipework up to 54mm, (g) meter outlet and consumer piping up to 32mm, and (h) consumer hot water piping (15mm / 22mm)". In this regard, I note from paragraph 63 of the witness statement of Ada Fung, the Deputy Director of Housing (Development and Construction) of the Housing Department, dated 29 October 2015 and produced in this Inquiry that the HA had the expectation that solder jointing would in general be used - "Currently, for copper pipe installation, soldering is specified in PLU1 for pipe connection while mechanical compression joint is allowed to be used on technical need basis, such as the pipe connection to valves or when soldering joint is not practicable due to site constraints." My understanding is that save as locations where compression joints were to be used on technical need basis, soldered joints were to be used for jointing copper pipes.

88. My perceived advantage of jointing the copper pipes by soldering is that it is more secured if installed properly. The term "mechanical joints" include different jointing methods. Some methods may be prone to leakage problems but there are many others which are equally if not more durable and practically leakage-free.

89. Also, I have since the "lead water" incident made a comparison and believe that the cost of using the mechanical compression joint is around 30% higher than solder jointing.

Q8 - From the preliminary findings of the WSD Task Force published on 25 September 2015, Plumbing Materials

(including valves and taps) were used which deviated from the list of Plumbing Materials submitted to the WSD ("Deviated Plumbing Materials"). Please explain and identify the Deviated Plumbing Materials and also, to the best of your Client's knowledge, why the Deviated Plumbing Materials were allowed to be used without being spotted during the supervisory and monitoring processes. This request is confined to Deviated Plumbing Materials which have now been found to contain lead or from which lead has leached into water.

90. The Plumbing Materials used which allegedly deviated from the list of Plumbing Materials submitted to the Water Authority are items (3), (4) and (6) of the plumbing materials (all being mixers) for which sample submissions had been submitted and approved as listed in **Schedule 1**.

91. The reason for the deviation was that after the list of plumbing materials had been submitted to and approved by the Water Authority (as attached to Form WWO46 Part I), the Project Architect requested PYGC to make alternative proposals for the relevant plumbing materials after the inspection of the sample floor.

92. The alternative mixers submitted to an approved by the Housing Authority are contained in **COI Bundle pp. 14267-14270, 14271-14274, 14278 -14299**. PYGC then ordered and had the mixers delivered to site for work.

93. As I have mentioned above, the main contractor is not privy to the communications between the Water Authority and the Licensed Plumber. It was only after this "lead water" incident that I became aware that the Licensed Plumber did not inform the Water Authority of the

corresponding amendment to the Annex to Form WWO46.

94. The aforesaid Plumbing Materials comply with the relevant British Standard and they are plumbing materials that had been approved by the Water Authority and the Housing Authority. Please see **Annex 8.1** for the approval letters issued by the Water Authority for the Plumbing Materials.

Q9 - Identify the persons, companies and entities responsible for the procurement of Plumbing Materials. If such materials were procured by PYGC's sub-contractors or any other persons or entities other than PYGC, explain the measures, supervisory, monitoring and quality control system in place by PYGC in ensuring that (a) the Plumbing Materials are lead-free, (b) they comply with the Contractual Requirements, statutory and non-statutory requirements and (c) that drinking water will be lead-free and safe

Sanitary fittings

95. As mentioned in my response to Question 2 above, as per Clause 2(a) of Part D) Special Conditions of the Sub-Contract (特別合約條款) and annex thereof, PYGC directly procured the sanitary fittings for the Project.

96. The persons responsible for the procurement of the sanitary fittings for the Project were the officers of the purchasing department of PYGC which included Mr. Alex Mak, the Purchasing Manager.

Pipes and fittings and 小五金

97. As mentioned in my response to Question 2 above, PYGC subcontracted the Plumbing Works under the Main

Contract to Golden Day and Golden Day was responsible for the procurement of the plumbing materials required under the Main Contract (including pipes & fittings and 小五金), save those set out in Clause 2(a) of Part D) Special Conditions of the Sub-Contract (特別合約條款) and annex thereof.

98. As mentioned in my response to Question 2 above, with a view to properly supervise the Plumbing Works carried out by Golden Day, PYGC allocated a project manager, a site agent, site foremen, a BS Engineer, a BS coordinator and an AQCC to the site for supervision of the same. The site foremen, BS Engineer, a BS coordinator and a general foreman inspected the Plumbing Works on a daily basis.

99. I also refer to references to the checking of materials as per Form 6210 in paragraph 39 in my response to Question 2 above. Copper pipes & fittings and soldering materials do not fall within the materials to be checked in the Form 6210 regime as specified under Form 6210 and/or in the Main Contract.

100. As can be seen above, as a general building contractor, our supervisory measures and system focused on compliance with the contractual requirements and regulations and so far as the specialist plumbing installation is concerned, PYGC to a large extent relied on the expertise of the specialist plumbing sub-contractor and the Licensed Plumber. In respect of ensuring that the plumbing materials were lead-free and that the drinking water would be lead-free and safe, PYGC relied on the aforesaid statutory regime and the HA testing regime, water test results and approval

letters devised and/or issued by the WSD. Before this "lead water" incident, PYGC assumed that by complying with the standards and regulations promulgated and the procedures prescribed by the Water Authority, by ordering plumbing materials approved by the WSD, and last but not least, by passing the water tests mandated by the Water Authority, the drinking water would be safe for human consumption.

Q10- Identify the persons in PYGC responsible for the inspection, construction and installation and approval/certification of completion of the fresh water plumbing system in the Affected Estates and the steps taken by them in (a) discharging such responsibilities and (b) ensuring the safety of drinking water

101. The persons in PYGC responsible for the inspection, construction and installation and approval/certification of completion of the fresh water plumbing system of the Project and the steps taken by them in (a) discharging such responsibilities and (b) ensuring the safety of drinking water are as follows:-

		PYGC's staff	Steps taken to discharge their responsibilities and ensuring the safety of drinking water
(1)	Inspection of the fresh water plumbing system	BS Engineer, BS Coordinator Site Foreman	The BS Engineer, BS Coordinator and Site Foreman conducted inspection of the Plumbing Works on a daily basis to ensure compliance with the Main Contract requirement, and also the pressure tests after installation.
(2)	Construction and installation of the fresh water	Nil	As mentioned in my response to question 2 above, PYGC sub- contracted the Plumbing Works to

	plumbing system		Golden Day and undertook only a supervisory role over the construction and installation of the fresh water plumbing system.
(3)	Approval/certification of completion of the fresh water plumbing system	Nil	The pre-requisites for the completion of the fresh water plumbing system were to obtain approval of Part V of WWO46 from WSD and the final Project Completion Certificate from HA.

102. In relation to the steps taken by PYGC in ensuring the safety of drinking water, I repeat my response to question 9 in paragraph 100.

Q11 - Explain the steps taken by the persons identified in the 2 preceding paragraphs in ensuring that (a) the work in connection with the construction and installation of the Plumbing Materials was carried out by workers with sufficient training and qualifications, and (b) only approved and lead-free Plumbing Materials which comply with Contractual Requirements, statutory and non-statutory requirements will be used in the construction and installation of the fresh water plumbing system;

103. The steps taken by the persons identified in the 2 preceding paragraphs in ensuring that (a) the work in connection with the construction and installation of the Plumbing Materials was carried out by workers with sufficient training and qualifications, and (b) only approved and lead-free Plumbing Materials which comply with Contractual Requirements, statutory and non-statutory requirements will be used in the construction and installation of the fresh water plumbing system are as follows:-

	PYHC's staff	Steps taken in ensuring that (a) the work in connection with the construction and installation of the Plumbing Materials was carried out by workers with sufficient training and qualifications, and
(1)	BS Engineer, BS Coordinator Site Foreman AQCC	Under SCC133 of the Special Conditions of the Main Contract (COI Bundle p.13196), Golden Day (pursuant to reason set out in paragraph 73 above) was required to employ at least 85% of skilled plumbers on site for the Project. The records of the trade tested workers employed by the specialist plumbing sub-contractor were submitted to HA.
		Steps taken in ensuring that (b) only approved and lead-free Plumbing Materials which comply with Contractual Requirements, statutory and non-statutory requirements will be used in the construction and installation of the fresh water plumbing system
(2)	BS Engineer, BS Coordinator AQCC	Prior to the commencement of the plumbing installation works, PYGC did require Golden Day to submit their proposed lead-free solder for onward submission to the HA for approval.
(3)	Project Manager	The project manager reviewed material submissions for the Plumbing Materials (which complied with the contractual, statutory and non-statutory requirements) for the approval by Housing Authority.
(4)	Officers of the Purchasing Department	As mentioned above, the sanitary fittings and mixers were directly procured by PYGC. PYGC's officers in the purchasing department were responsible for the pro (Materials) to ensure that the suppliers are of satisfactory performance. Please see section 7.1 of the Project Quality Plan (COI Bundle pp. 15126). Upon approval by the Housing Authority, the project manager arranged with the officers of the purchasing department to procure the approved sanitary fittings and mixers from PYGC's approved list of suppliers. Upon delivery of the sanitary fittings and mixers, I refer to the measures adopted for the checking and inspection of materials delivered on site in paragraphs 39-42 above.

104. For pipes & fittings and 小五金 which were directly procured by Golden Day as per the Sub-Contract, I refer to paragraphs 43-44 above in my response to question

2 above.

Q12 - Given your answers to the matters in the preceding paragraphs, explain to the best of PYGC's knowledge how Plumbing Materials containing lead came to be used in Wing Cheong Estate and also why the use of the same had been allowed and overlooked

105. There has been no further contact with Golden Day since receiving Lo & Lo's 16 October letter. The answers below are limited to the knowledge and information available to PYGC without further reference to or from Golden Day since that day:

(1) On hindsight, there was over-reliance on the Licensed Plumber and Golden Day as a specialist plumbing contractor. The provisions of the Waterworks Ordinance and the Waterworks Regulations are all directed at the Licenced Plumber and the Customer (for which the Authorized Person acts as his statutory agent) and, as such, PYGC relied heavily on the Licenced Plumber for compliance with these statutory provisions and requirements applicable to the Project. I believe that PYGC's such reliance was in accordance with the industry's practice. It is quite understandable that the licensed plumber of a building project is the only person authorised to handle and sign all necessary documents and liaise with the Water Authority and WSD on the contractor's side and the AP is in a like position on the customer's side. All comments and feedbacks from the Water Authority are addressed to the licensed plumber and all site inspections and testing by the Water Authority are to be attended to by the licensed plumber in the absence of the general contractor. As a result, the general contractor

A
B
C can only simply follow the licensed plumber's
D stand, performance and advices on the plumbing
E installation and rely heavily upon them to obtain
F Water Authority's final approval of water supply
G for the projects.
H

F (2) As discussed above, PYGC subcontracted the plumbing
G works to Golden Day, the owner of which is a
H qualified licensed plumber and he was accordingly
I also appointed as the Licensed Plumber for this
J Project. By the same token, the procurement of
K copper pipes and fittings and the lead free solder
L materials were done by Golden Day to achieve a
M better control on wastage.
N

K (3) As a result of PYGC's internal analysis, it does
L not appear to be a probable cause that the
M substandard solder materials found their way into
N the copper pipe joints as a result of the execution
O by Golden Day of the remedial works during de-
P soldering/re-soldering.
Q

O (4) Further enquires with Golden Day subsequent to the
P "lead water" incident since PYGC's Preliminary
Q Report dated 29 August 2015 to the HA (**COI Bundle
R pp.15903-15103**) did not elicit any or any credible
S explanation as to how the sub-standard solder
T materials came to be used in the copper joints.
U

S (5) For the reasons stated above, to this date the other
T causes set out in PYGC's Preliminary Report remain
U only as possibilities but far from any certainty.
V

Q13 - describe the measures and quality control system

in place and/or any other recommendations (after the discovery of excess lead in drinking water) by PYGC in order (a) to address the health concerns of the residents of the Affected Estates, (b) to comply with the statutory and non-statutory requirements and standards in drinking water and (c) to ensure the safety and quality of drinking water supply. Please also state any other recommendations your Client has in relation to (a), (b) and (c) and on how similar incidents may be avoided in the future.

Interim measures

106. To address the residents' concern over the possibility of water contaminated by lead in the supply system, PYGC has since 1 September 2015 provided temporary water supply to the lift lobby on each floor of the two towers in the Estate. PYGC adopted this scheme under the WSD inspection requirements to ensure that the quality of water supplied to the lift lobbies comply with WSD's standard, namely:-

- (1) the new pipework to be thoroughly flushed and sterilized;
- (2) water samples to be collected for testing and submit test results to the Water Authority in accordance with the requirements of Circular Letter No. 2/2012 (guidelines on cleansing and disinfection of fresh water inside service specifying the 8 test parameters referred to paragraph 67 above in water sample tests - see **COI Bundle pp. 37443-37451**), 1/2015 (specifying 4 new parameters for testing of water samples, namely lead, cadmium, chromium and nickel - see **COI Bundle pp. 37617-37619**) and 5/2015 (guideline for standardizing the number and location of water samples to be taken - see **COI Bundle pp. 4072-4075**).

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

107. Further, PYGC have provided one NSF53 certified water filter (being a domestic water filter from England; model: HIP/ULTRCARB CM12) together with filter cartridge replacements for the coming two years for each domestic unit in the Estate.

Permanent Measures

108. PYGC has recently agreed with the HA to replace all affected pipeworks, as necessary, as the permanent measure for remedying the excess lead in drinking water.

109. The plan is to replace the vertical down pipes (if they are confirmed to be contaminated) by Tectite copper Push-fit stainless steel pipes and fittings system from the roof downwards. The Tectite system adopts Push-fit technique for jointing pipes which will enable the plumbers to re-joint the newly installed copper pipes without using solder materials. This method is believed to bring disruption of water supply to residents of the affected units in the Estate to the absolute minimum. After the replacement of all vertical down pipes (if they are confirmed to be contaminated), PYGC will replace the copper pipes and joints located at the corridors (if they are also found to be contaminated) with Push-fit fittings.

110. The WSD has approved the above plan and work is expected to commence shortly, initially in the common areas such as the corridors following which water samples will be taken by the HA/WSD to determine the quality of the drinking water and whether it is necessary to replace the pipeworks within the domestic units and, if so, its extent.

Recommendations for the future

111. To avoid similar incident from re-occurring in the future, PYGC would recommend the following measures to be taken:-

(1) The training institutions (such as Vocational Training Council) ensure that Licenced Plumbers and Plumbing Workers are sufficiently trained to be "lead-free" conscious and taught of the health risks of contaminating the drinking water the use of non lead-free solder will give rise to.

(2) I agree with the recommendation of the Interim Report of the HA Review Committee to continue the practice of using non-soldered joints such as compression joint (at paragraph 12).

(3) Where soldering joints are used, HD revises its relevant specification provisions making solder materials as PLU2 category, i.e. mandatory testing.

(4) HD requires water samples to include lead and heavy metals as testing parameters.

(5) The main contractor devices an inspection and testing regime according to HD's revised specification and testing requirements. More specifically, the Main Contractor will check all soldering materials by XRF analysers before they are released for use on site. All unused lead-free soldering materials should be required to be returned to the site storekeeper for record. Main

contractor should also maintain a register of names for each and every gang of plumbing workers and the corresponding plumbing installation completed by those plumbing workers.

(6) The Main Contractor (as opposed to the sub-contractor) procures the plumbing materials for example pipes, fittings and lead-free solder.

(7) The Licenced Plumber and the Plumbing Sub-Contractor sign a declaration that they have taken steps to ensure that only the lead-free solder provided by the Main Contractor has been used in the project.

(8) The Main Contractor constantly reviews its list of plumbing sub-contractors and will to give preference to those sub-contractors who employ direct plumbers.

(9) The Water Authority and WSD permit the main contractor taking part in their statutory inspections and copying to him their comments instead of continuing with the long-standing practice of dealing only with the licence plumber of the project.

I confirm the contents of this statement are true to the best of my knowledge and belief.

Dated the 11th day of November 2015.

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：梁先生，你有冇機會聽到我剛才讀你 2015 年 11 月 11 日嗰個口供呢？

答：有。

問：有冇需要補充或者更改嘅地方呢？

答：有兩點嘅。

問：請講。

答：第 10 頁，45 段，down to--係去到第--最尾第四行，“if joints had”，我諗係漏咗個“not”字，“had not been”。

問：係。

答：第...

問：係。

答：第二個呢就係--第二個 point，就係喺 page 25。第 25 頁，table 嘅第 2 點。“Golden Day to submit their proposed”應該係 “pipe and fittings”。

問：“Pipe and fittings”？

答：Fittings.

問：就唔係“lead-free solder”？

答：係。

問：係，仲有冇其他要更改...

答：冇。

問：...或者補充呢？

答：冇嘞。

問：咁你會唔會取納我剛才讀你 2015 年 11 月 11 號嗰個口供詞做你畀呢個聆訊委員會嘅口供呢？

答：我會。

許佐賓先生：Mr Chairman, I wonder if you would be happy for me to progress to read the second statement, albeit it I will not be reading the second statement, to do with Tung Wui, in its entirety. I will adopt what my learned friend Mr Ambrose Ho has done before, in stipulating the differences between the Wing Cheong Estate and the Tung Wui Estate. So it would be relatively short. If you prefer, I can do that before the break, if any.

主席：不如我哋 take 咗個 morning break 先喇，咁你哋可以慢慢商量下究竟下一步點樣做。二十分鐘，唔該。

上午 11 時 27 分聆訊押後

上午 11 時 54 分恢復聆訊

出席人士如前。

主席：Mr Hui.

許佐賓先生：Mr Chairman, I will now actually go to Mr Leung's second witness statement for Wing Cheong Estate.

保華建築營造有限公司（“保華”）（榮昌邨和東匯邨的總承建商）的證人：梁偉強（保華工程技術總監（榮昌邨和東匯邨的項目總監））宣誓繼續作供

許佐賓先生繼續主問

問：梁先生，請你聽住，我而家會讀你榮昌邨嘅口供紙。

COMMISSION OF INQUIRY

INTO EXCESS LEAD FOUND IN DRINKING WATER ("COMMISSION")

SECOND WITNESS STATEMENT OF LEUNG WAI KEUNG
(FOR WING CHEONG ESTATE)

I, Leung Wai Keung of Paul Y. General Contractors Limited, 16/F Paul Y. Centre, 51 Hung To Road, Kwun Tong, Kowloon, Hong Kong can say as follows:-

1. I am the same Leung Wai Keung who made the witness statements herein dated 11 November 2015.
2. I make this second statement on behalf of Paul Y. General Contractors Limited ("PYGC") in order to assist the Commission into its inquiry of the cause of excessive lead found in drinking water in public rental housing developments.
3. Unless otherwise stated, I shall adopt the same abbreviations used in my 1st statement in relation to Wing Cheong Estate ("my 1st Statement").
4. I refer to paragraph 44 of my 1st Statement where I mentioned that Golden Day had provided delivery notes purportedly issued by Prosperity Building Materials Co Ltd ("Prosperity") for the solder that Golden Day had purchased for use in the Plumbing Works ("the Delivery Notes"). Those Delivery Notes show that non-leaded solder was delivered to site.
5. I will explain below as to how PYGC came into possession of the Delivery Notes.
6. Following publicity of excess lead found in drinking water in Wing Cheong Estate in or around early July 2015, Max Wong (Project Building Services Engineer of

the Housing Authority) telephoned John Ma, Building Services Co-ordinator of Wing Cheong Estate within PYGC requesting records of purchasing orders and delivery records of lead-free solder used in Wing Cheong Estate.

7. In turn, on 17 July 2015, John Ma wrote an e-mail to Mr Yung, Project Manager of Golden Day at 2:41 pm requesting Golden Day to provide the relevant documents. I believe that Mr Yung is the same Yung Kwok Choi (翁國財) ("Mr Yung") who prepared a statement on behalf of Golden Day dated 3 December 2015. Mr Yung who, together with Cheung Tat Yam ("Mr Cheung") were managing Golden Day at the material time and it was Mr Yung with whom PYGC had been dealing. In his statement, Mr Yung said he resigned from Golden Day in August this year.

8. At 9:37 pm on 17 July 2015, Patrick Wong, Engineer of Golden Day replied enclosing copies of the 4 Delivery Notes nos. DN98079, DN94104, DN101629 and DN100744. The Delivery Notes show that 英國 FRY 無鉛錫線 i.e. non-leaded solder was delivered to the site. (**Annex A** contains the above exchange of emails between PYGC and Golden Day.)

許佐賓先生：Mr Chairman, I am going to pause for a moment so that everybody can see these delivery notes. This is an email from Golden Day to John Ma Hon Yiu, 17 July 2015. I will read:

"Dear John,

Attached DO and WSD approval letter for your action and record.

Thank you for your kind attention.

Golden Day -- Patrick Wong."

A
B
C And earlier that day, another email, slightly lower
down:

D "Dear Mr Yung,

E As spoke, could you please furnish us records of the
F captioned for our information in response to recent
HD concern.

G Thanks!

H John."

I We see the actual delivery notes as mentioned:

J DN98079, on page 1167; DN9404, page 1168. We can see
K the date of these delivery notes. Where we are on the
L screen is 16 June 2012, and of interest is that inside
M the contents in the centre, the second item is "英國
N FRY 無鉛錫線(500G) 原箱 20 網".

L We can go to DN100744. That's further down, on page
M 1174. This is dated 28 February 2013. Note the third
N item down in the centre, "英國 FRY 無鉛錫線(500G) 原箱
O 20 網"

O No more, Mr Chairman. That's the four of them.

- P
Q
R 9. Acting upon good faith after receipt of those Delivery
S Notes from Golden Day as above, by an e-mail of John
T Ma to Max Wong at 10:46 am on 18 July 2015, PYGC
U forwarded those Delivery Notes to the Housing
V Authority. (**Annex B** contains the email)

T 許佐賓先生: We can go to that email, please. That's page
U 1171. It's an email from Ma Hon Yiu John to the HA,
V Mr Max Wong, dated Saturday, July 18, 2015, at 10:46
am.

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

"Dear Wong Sir,

Copy of form WWO46 and relevant DOs are attached for your information.

Regards,

John."

Lower down is the earlier email exchange between Golden Day and John Ma, dated 17 July 2015, at 9:37

主席：乜嘢係“DO”呀？

許佐賓先生：We can go back to paragraph 10.

主席：乜嘢係“DO”呀？

許佐賓先生：Delivery Orders.

主席：Thank you.

10. I understand that the Commission had requested Prosperity to produce a witness statement to answer various questions from the Commission. In answer to those questions, Prosperity produced a Witness Statement of Chow Ka Ping ("Mr Chow") dated 26 November 2015 ("Chow's Statement"). **(COI Bundle 51 pp.12 -22)**

許佐賓先生：We can take a look at that. Let's go to paragraph 12, and I will read from the main statement because it refers to paragraph 12:

11. Paragraph 12 of Chow's Statement suggests that

Prosperity had only supplied 50% lead flat solder sticks and silver brazing sticks i.e. leaded solder to Golden Day for the Wing Cheong Estate. **(COI Bundle 51 p.15)** In this regard, the relevant invoices issued by Prosperity have been produced at Appendix H to Attachment D to Chow's Statement. **(COI Bundle 51 pp.217- 225)**. The relevant description in those invoices is "英國 50 力扁錫條".

許佐賓先生：Let's go to S1, page 217. S1, page 223. We note that the delivery address is "送貨地址：深水埗西邨路地盆保華", and it is from Prosperity. What is being invoiced? There's only one item in the middle, note: "英國 50 力錫線每磅約 8 支".

Go to page 218, please. We see, Mr Chairman, the delivery address is the same. The date is 16 June 2012. It is from Prosperity. There are now two items in the middle, but the "英國 50 力錫條" is still there.

Page 221. This is another invoice, dated 12 November 2012. The delivery address is the same. There are two items in the middle, and we see the same solder.

We note also, insofar as these three invoices, Prosperity invoice Golden Day, 金日工程有限公司, which is not Paul Y General Contractors.

We go to Page 222. There is another Prosperity invoice, addressed to Golden Day, the same delivery address, the date 28 February 2013. The last item in the middle, we see the same solder.

12. Prosperity's Invoice nos. IV94104, IV98079, IV101629 and IV100744 **(COI Bundle 51 pp.217 to 225)** appear to correspond to the Delivery Notes. ...

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

許佐賓先生：Mr Chairman, we have just seen those.

...However, whilst the Delivery Notes provided by Golden Day show that non-leaded solder was delivered to the Wing Cheong Estate site, the Invoices however show that leaded solder (and curiously, of the same quantity) was delivered to the same site.

13. I notice from the witness statement of Mr Cheung dated 9 November 2015 that Golden Day now claims that it no longer keeps any documentation relating to the purchase or delivery of the soldering materials. **(COI Bundle L1 p.13)**...

許佐賓先生：Mr Chairman, we see on the screen, that is Mr Cheung's witness statement.

...I further notice from Mr Yung's statement that he made no mention of the Wing Cheong Estate nor the Delivery Notes provided to PYGC referred to in paragraph 9 above.

許佐賓先生：Can we have paragraph 9, please?

14. Neither PYGC and I are able to understand or explain the discrepancies between Mr Yung and Mr Cheung over the documentation (in particular the Delivery Notes) within Golden Day as well as between them and Mr Chow of Prosperity but feel that PYGC should draw such discrepancies to the attention of the Commission.

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

PYGC and I believe that the answer to the crucial question of how the non-compliant soldering materials came to be used in the soldered joints will become much clearer if Prosperity be ordered to provide, for verification with other documents already possessed, copies of the relevant Delivery Notes as well as the ordering / booking records relating to the Invoices that are produced with Chow's statement, similar to those produced by Woo Hing Manufacturing Company (**COI Bundle T1 pp.16-73**).

I confirm the contents of this statement are true to the best of my knowledge and belief.

Dated the 8th day of December 2015.

問：梁先生，有冇機會聽到我讀你全個口供紙？2015年12月8號嘅口供紙？

答：有。

問：有冇地方需要更改或者補充呢？

答：有一個--有一點。第6段，"John Ma Building Services Co-ordinator"，佢個 title 應該係 "Building Services Engineer"。

主席：Building Services...

答：Engineer.

許佐賓先生：Engineer.

主席：Okay。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：係，仲有冇其他呀，梁先生？

答：冇。

問：你會唔會取納呢個我剛才讀咗嘅口供，同埋你剛才嘅更改做你對聆訊委員會嘅供詞？

答：會。

許佐賓先生：Mr Chairman, I now have an expedited version of the Tung Wui statement. The Tung Wui statement is also dated 11 November 2015. There are name changes and slight changes of dates. I will not read them out. I will simply notify the Commission, and where there are substantial changes, I will read them out.

主席：Yes.

問：梁先生，我而家就係會讀你為東匯邨畀嘅證供紙，一樣係 2015 年 11 月 11 日你簽嘅，請你小心聽。我讀嗰陣時，喺呢個口供裏面，有啲名同日子係同你較早前嘅榮昌邨嗰個口供紙係一樣嘅，一樣嘅嘢我唔會讀出嚟，有唔同嘅，我會讀出嚟。

許佐賓先生：Mr Chairman, paragraphs 1 to 6 are substantially the same. I will read paragraph 7.

COMMISSION OF INQUIRY
INTO EXCESS LEAD FOUND IN DRINKING WATER ("COMMISSION")

WITNESS STATEMENT OF LEUNG WAI KEUNG
(FOR TUNG WUI ESTATE)

7. The Project involved amongst others the construction of two non-standard domestic blocks (Block 1 with 34 to 37 storeys and Block 2 with 28 to 33 storeys). Golden Day Engineering Company Limited ("**Golden Day**") was engaged by PYGC as its specialist plumbing sub-contractor to carry out the supply and installation of the water supply system.

許佐賓先生：Paragraphs 8 to 18 are substantially the same. I will read from paragraph 19.

19. On 19 July 2010, the Water Authority then gave its approval for the commencement of the installation work by issuing Part III of Form WWO46 (**see COI Bundle p.21269**) and thereupon Golden Day (for pipes & fittings) and PYGC (for sanitary fittings) each instructed their respective suppliers to arrange for delivering of the approved plumbing materials to site. Please see **COI Bundle pp. 22550-22622** for the relevant purchase orders, delivery notes and inspection records of the plumbing materials (not including the approved FRY lead-free solder). There are however no purchase orders for the FRY lead-free solder because, as I understand it from Golden Day, these orders were made casually over the phone. Further, and as stated in Golden Day's 12 September Declaration, as the Sub-Contract had been completed for more than 3 years, Golden Day no longer retains the relevant delivery notes of the FRY lead-free solder. Please see **COI Bundle pp.22682-22696** for inspection records for material compliance as signed by the Architectural

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

Quality Control Coordinator ("**AQCC**") upon delivery of materials.

許佐賓先生：Paragraphs 20 to 29 are substantially the same.
I go to paragraph 30.

30. The Licensed Plumber then arranged for cleansing and disinfection of the plumbing system and an accredited laboratory "Enviro Labs Limited" to take two water samples from the installed plumbing system. Please see **COI Bundle p.22772** for the Water Examination Report from the laboratory.

許佐賓先生：Paragraphs 31 to 40 are substantially the same.
I go to paragraph 41.

41. Section 9.2.4 of the Project Quality Plan concerns materials delivery and handling, which refers to a Process Flow Chart in Appendix IV appended to the Project Quality Plan. Upon delivery to site, the materials would be checked against the Site Materials Requisition Form and Delivery Note by the storekeeper and the AQCC. Upon passing the visual inspection by the storekeeper, the materials would be transported to storage or awaiting for testing when required.

許佐賓先生：Paragraphs 42 and 43 are substantially the same.
I go to paragraph 44.

44. As soldering materials (as a component of 小五金) were

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

generally perceived as a relatively minor item of material for the Plumbing Works, never did such an item of material, in my years of contracting experience in the Hong Kong construction industry occur to me (or anyone in a similar capacity) to be one demanding scrutiny particularly where there is no testing requirement stipulated in the Contract.

許佐賓先生：Paragraphs 45 to 59 are substantially the same.
I go to paragraph 60.

60. Upon the Contract Manager's satisfaction that the Main Contract works were substantially completed, the Architect would issue Certificates of Sectional Completion for the Main Contract works and in this case he certified sectional completion of the Main Contract Works respectively on 30 May 2011 (for Section 2), 13 December 2011 (for Section 3), 15 December 2011 (for Sections 1, 4A, 4B, 5, 6 and 7) and 17 January 2012 (for Sections 8 and 9) respectively.

許佐賓先生：Paragraphs 61 to 105 are substantially the same.
I go to paragraph 106.

106. To address the residents' concern over the possibility of water contaminated by lead in the supply system, PYGC has completed the installation of the temporary water supply to the lift lobby on each floor of Wui Sum House and Wui Yan House in the Estate. WSD is now carrying out water sample test. PYGC adopted this scheme under the WSD inspection requirements to ensure that the quality of water supplied to the lift lobbies comply with WSD's standard, namely:...

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

許佐賓先生：The rest of paragraph 106 is the same as the previous, and the rest of the paragraphs are substantially the same as the previous.

主席：Thank you.

問：梁先生，你同唔同意我剛才讀你東匯邨嘅口供紙呀？

答：都係有啲兩點--喺頭先提出啲兩個 point 要改改。

問：係，有更改同埋...

答：係。

問：請你帶我去更改嘅地方。

答：好。Page 10。

問：Page 10。

答：Paragraph 45，第 45 段。

問：第 45 段。

答：上面數落嚟第九行，“if joints had not been”。第九行。

問：第九行。

答：“if joints had not been”，had not been。有個“not”字嘅，miss 咗。

問：係，joints had not...

答：Been.

問：應該有個“not”字？

答：係。第二個係 page 24，24 頁。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：Page 24。

答：Table 裏面嘅第二行--第三行。

問：係。

答：“Proposed pipe and fittings for onward submission”。

問：應該抄咗“lead-free solder”？

答：Yes。

問：就變咗做“pipe and fittings”？仲有冇其他嘢更改或者加？

答：冇。

問：梁先生，你會唔會取納呢個我剛才讀出嘅口供做你嘅東匯邨嘅口供？

答：會。

主席：Yes。

Dr McCOY: Mr Chairman, there is one small additional item that is currently the subject of discussion between myself and the Housing Authority. It relates to a matter that you presently are not aware of, but there is a confidentiality clause and the parties are seeking to resolve that. On the assumption it can be resolved, which I earnestly believe will be the case, I would then wish to ask Mr Leung to simply make a very short piece of additional evidence. It's nothing dramatic, but I want to respect the confidentiality that Paul Y owes to the Housing Authority, until it's resolved. Thank you.

主席：仲有冇其他問題要問佢？

許佐賓先生：主席，我有其他問題。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

主席：唔該。

許偉強先生盤問

問：梁生，首先就想問一問你，關於就係你個工作經驗及一啲背景資料。
咁睇到你嘅證人口供度講，你就係 2006 年就加入保華建築嘅，係咪？

答：係。

問：咁你就擔保呢個 Technical Director 就係 2014 年開始嘅。

答：係。

問：係咪？咁就我想問一問，因為你嗰個口供都講出咗，就係話你喺呢行
都有三十年嘅經驗喇。

答：係。

問：你喺加入保華建築之前，係咪都係喺私人嘅承建商度做嘍？

答：係。

問：係。係做咩嘢職位嘍？

答：都係 project director。

問：都係 project director。咁你喺口供入面都有提及過，就係話你
嘅工作經驗入面都有參與過超過大概二十個公共屋邨嗰啲發展項目
嘅。

答：係。

問：係咪？我要睇睇你嘅證人口供，有一度講，就係如果你睇一睇 G1 嘅
319 頁。

答：點樣？

問：係嘞，第 5 段。

答：我唔知道點樣--你講係榮昌邨定東匯？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：係嗰個榮昌邨嘅。

答：榮昌，okay。

問：係嘞，319頁。

答：319，okay。

問：係嘞。

答：第5段。

問：第5段嗰度，你都講出咗，你話即係你有參與過超過二十個“public housing projects including those of the Housing Authority”，係咪？嘎。咁嗰二十個 public housing projects 入面就包括咗一啲 Housing Authority，仲有冇其他嘅--你講緊呢二十個 public housing projects，除咗 Housing Authority 之外，仲有冇其他嘅項目㗎？

答：Housing Society 嘅 projects。

問：係。係。我哋而家就暫時就主要集中喺嗰個 Housing Authority 嗰度先。咁一陣間遲啲可能有少少關於 Housing Society 嘅問題都想問一問你嘅。Housing Authority 嘅 projects，即係以你嘅經驗嚟講，你都應該係對同房委會嗰個合同嗰啲條款、嗰啲 specifications，即係嗰啲規格，都有一定認識嘅，係咪？

答：係。

問：係。就住大廈嗰個供應食水嗰個系統，嗰個建造同埋嗰個提供嗰啲物料，你對嗰個水務條例或者係水務規則入面所訂明嗰啲 requirements，即係嗰啲要求，你都應該係即係有一定嘅認知嘅呵？

答：水務條例嘅就唔係太熟悉嘅。

問：好。咁就住例如起嗰個食水嗰個水喉，咁就需要係用...

答：...（聽不清）sorry，係。

問：嘎。需要係即係符合嗰個英國標準嗰樣嘢，你知道嘅？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：知道嘅。

問：係。嗰個就係你一路即係咁多年做呢一個--就住同房委會嘅工程都有--對於呢方面都有認知嘅，係咪？即係就住呢個英國標準呢樣嘢。

答：其實喺房委會一路都係用英國標準。

問：係。咁就住呢一個，嗰個焊料係需要用無鉛嘅焊料呢樣嘢，你係大概幾時嘅開始知道嘍？

答：我相信係我--其實我唔係喺個 specification 嗰度睇到嘅。我係經過一啲 tender interview 嘅時候同啲--水喉匠嗰度得知。

問：係。

答：但係 exactly 幾時呢，我就有辦法畀到呢個日子。

問：唔，但係都會有幾年嘅認知嘅呵？

答：會，會。

問：係咪？如果我哋講番呢一個榮昌邨嘅工程項目之前，你對於需要用無鉛焊料呢樣嘢，你都係有認識嘅，係咪？

答：我知嘅。

問：嘎。喺--你一路嗰個工...

主席：對唔住，我想問一問，你話嗰啲 tendering interview，係見啲乜嘢人嘅時候知道呀？

答：見--我哋分判畀水喉匠嘅時候會--要經過一個 tender interview 嘅，咁我係同佢傾佢即係有咩嘢新--我哋會問佢有乜嘢新嘅要求，我要留意呀咁，有個別嘅水喉匠有提到。

主席：就唔係我哋而家講緊呢一個今日，...

答：唔係。

主席：...就係即係之前你已經知道咗嘍嘞？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：係，係，係，係。

問：喺你咁多年嘅工作經驗裏面，咁你知道需要用無鉛焊料呢樣嘢，咁其中一個原因都係鉛對人體有害呢樣嘢，你都知道嘅？

答：我知道鉛有毒。

問：係。咁要用呢個無鉛嘅焊料做食水喉，咁主要嘅原因都係因為怕如果用咗有鉛嘅焊料可能進入咗食水喉入面，就會污染咗嗰啲食水，即係呢樣嘢，你同唔同意？

答：我有深入去研究嘅，即係喺而家我當然知喇。

問：即係從常識嚟講，你都會同意嘅，係咪？

答：係。

問：係。我想睇一睇你嘅證人口供第 332 頁。即係都係講緊榮昌邨嘅，而家。332 頁，第 68 段嗰度。

答：係。

問：咁呢度你就話喺嗰啲 tender documents，即係嗰個主合同嘅 tender documents，同埋嗰啲 subcontracts 入面，都搵唔到任何一啲特定嘅條款，就係關於話「啊，你要確保呢個食水呢係要 lead-free，即係無鉛嘅，同埋係安全嘅」。你亦都話搵唔到有任何特定嘅條款就話係要警惕，可能會嗰啲鉛係走咗入去食水，嗰個咁嘅風險咁樣。呢度你係咁講喇。但係以你咁多年嘅經驗同埋你對用無鉛焊料呢樣嘢嘅認知，咁你都會同意我咁嘅講法，係咪呢？就係話即係你作為一個 Technical Director，即係個承建商嘅 Technical Director，咁你都唔會容許例如甲大廈建造完成之後，嗰啲食水係會含有重金屬或者係唔安全，你都唔會容許有呢樣嘢發生嘅。

答：如果我知道，我係唔容許嘅。

問：即係就算合同搵唔搵到話有一個特定嘅條款都好，即係有冇咁樣畫公仔畫出腸都好，咁呢樣嘢都唔容許㗎，係咪？

答：如果我知，我係唔容許。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：想問一問你關於你哋同 Golden Day 嗰個合作關係。你大概記唔記得，即係你喺保華嗰個建築嗰個日子入面，幾時第一次係用 Golden Day，即係今日工程，係作為建造嗰個食水嗰個水管㗎？

答：喺我自己嚟講，就係喺牛頭角上邨。

問：牛頭角上邨。記唔記得係大概係幾時嘍？

答：大概係 2006 年開始。

問：2006 年開始。咁你...

主席：咁保華作為成間公司呢？

答：因為我淨係負責公共工程嘅，咁喺私人工程嗰方面，我就畀--喺而家嚟講畀唔到資料。

主席：係，我明白。無論係私人又好，公共又好，即係我嘅意思，即係今日係幾時開始你哋保華就已經開始搵佢做你哋嘅 plumbing subcontractors 嘅？

答：據我所知，佢有參與私人嘅 project 嘅，但係幾時開始，我要返去查一查先可以去覆到。

主席：得，好。即係 2006 年就一定知嘞，牛頭角上邨，今日就已經有參與嘞？

答：因為呢個係我自己 manage 嘅 project。

主席：得，好，唔該。

問：咁你一路以嚟去選擇呢啲咁樣嘅分判商，水喉分判商喇，其中包括呢個今日工程，係咪都一路係用緊一個 tender process 嘅，一路都係，用個 competitive tender 咁樣嘅？

答：係。

問：係。咁最主要你哋會考慮邊個會得到呢個投標，嗰啲原因，咁其中都

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

係包括佢哋嗰個--你同佢之間有冇合作過，或者你對佢嗰個信譽信唔信賴咁樣，係咪？

答：其實係咁嘅，就因為我哋公司係有一個 approved list 嘅，係 subcontractor 嘅 approved list。咁喺嗰度，我哋嘅 subletting department 就會 shortlist 咗出嚟係大約五至六個嘅承建商--諗，分判商喇。

問：五至六個？

答：嘅。

問：都係水喉分判商嘅？

答：係。

問：係咪？

答：咁就我哋就會畀--我哋去--畀我哋去 agree 喇，即係畀我或者我哋同事一齊去 agree 咗，咁然後就會 tender out，即係畀佢哋去落價，咁但係未必一定係五至六個都返價嘅，因為有啲--係好 depending 你手頭上嘅 job 嗰個量喇，當時。咁佢返咗嚟之後，我哋就會經過 tender interview，頭先我講過喇，咁就會同埋--同我哋嘅前線嘅員--團隊一齊去 interview 佢喇，咁就睇下佢嘅技術性上面，或者手頭上嘅工程嘅數量，同埋以前嘅表現嚟衡量嘅。

問：係。我想問你幾時開始有呢個 approved list 㗎？

答：我一入保華就已經有㗎喇。

問：咁呢個 approved list 上面，你講嗰五、六個水喉分判商，係咪都係你哋以前保華，係喺個 approved list 出現之前，都有同佢哋合作過㗎？

答：因為--即係呢個 list 裏面係咪--有冇合作過，我唔能夠肯定。

問：係。咁以你嘅理解，即係你加入咗保華之後，保華除咗呢一個用 Golden Day 之外，就住我而家係淨係講緊房委會嘅項目先；就住房委會嘅公屋工程嘅項目，你哋有冇聘用過其他嘅 subcontractor 作呢個水喉工程嘅？

答：自從我 2006 年加入之後，我哋係有其他嘅水喉分判商係用嚟房屋署

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

嘅 project 度。

問：係。即係除咗呢個 Golden Day 之外，亦都有其他嘅？

答：係。

問：係咪？

答：冇錯。

問：我想問一問就係喺嗰個 tender 嘅過程，咁水喉分判商都需要即係報價畀你哋㗎嘛，係咪？

答：係。

問：咁一般嚟講，喺水喉工程，即係我睇到你嗰個外判嘅合約，即係如果有唔啱，你話畀我聽，就係除咗例如保華供應嘅一啲物料之外，一般嚟講，如果係講緊水喉工程，外判商都係需要連工包料嘅？

答：只係喺水喉同埋--水喉同埋小五金方面係。

問：係嘞。

答：係。

問：即係水喉工程方面，嘎。咁如果我哋而家睇一睇你個證人口供其中一個附件，G1 嘅 383。383 就係即係你其中一個投標面試嗰個協議。即係我所理解嗰個投標面試嘅協議，就係話即係你哋喺投標過程之中會同佢哋即係會面，咁大家就會即係同意咗有啲嘅即係條款嘅。咁如果一旦佢係中咗標嘅話，咁呢個條款就會作為你哋外判合同嘅一部分嘅，係咪？

答：對。

問：係。咁如果我哋睇一睇 383 頁嘅第 27 段嗰度講，「承判商就要請參閱 (D)」，我哋一陣間會睇一睇 (D) 嗰度，「嘅特別合約條款，其中總報價就包括特別合約條款內提及工程細則及要求，如工程數量表 (BQ) 並有項目供落價，承判商之總價亦須包括 (D) 特別合約條款內所提及工程細則及要求，日後不得要求補價。」

咁如果我哋下 (D)，其中有一項就係呢一個 430。430，第 1 項，就係 1 (a) 嗰度都講出咗，就係「本合約內之工程項目，除咗特別註

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

明外均為連工包料，咁就係包機械同埋呢個工具計嘅」咁樣。即係呢個都係我哋剛才所講，就係呢個外判合同入面所講嘅即係水喉工程，就係一般嚟講，除咗一啲係你哋需要供應嘅材料或者物件，咁就個外判商係需要連工包料嘅。

答：係。

問：咁就--呢度我想問一問你，就係喺嗰個報價嘅過程嘅時候，即係都係講緊個 tendering process 嘅時候，嗰個外判商知唔知道你哋個總合同入面，即係嗰個主合同喇，所訂明嗰啲規則，或者係需要用啲咩嘢物料，係佢哋知唔知㗎？

答：佢哋知嘅，因為我哋會全套 specification 同埋圖係畀佢落價嘅。

問：係。即係你哋係將一套 specifications 會直情畀咗佢哋嘅？

答：係。

問：係咪？即係畀佢哋睇嘅？

答：係。

問：係咪？除咗 specifications 之外，咁例如主合同入面其他嘅一啲合同嘅細則，有冇啲係話都畀埋佢睇㗎？

答：你指係邊啲細則呢？

問：即係例如除咗 specifications 之外，即係有啲 preliminaries，嗰啲會唔會畀佢睇㗎？

答：Preliminary，你係指即係我哋主合同嘅，...

問：係，主合同嘅。

答：...同房署嘅 preliminary？

問：係，冇錯。

答：嗰個應該唔會。

問：嗰個就唔會。即係主要係畀個 specifications 佢睇嘅？

答：係。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：係咪？咁就喺報價嘅時候，一般嚟講，我哋講緊如果係外判商，同你哋報價嘅，咁佢哋會唔會話同你哋交代下，例如喺個 specifications 入面，如果有提及過嘅一啲物料，例如佢哋會即係覺得嗰個估計嗰個價錢係幾多，會唔會咁同你講？定係話佢哋報一個總數畀你？即係例如可能係每個單位幾多錢，又或者成個 project 幾多錢，咁樣。

答：對唔住，detail 方面就我唔能夠太肯定，但係應該唔會係報每個單位嘅；應該係有--我哋係畀番 BQ，即係有 breakdown 畀佢哋落嘅。不過我呢個我唔能夠太肯定。

問：係。即係你講嘅“BQ”都係講緊你哋嘅主合同...

答：呢度。

問：...入面嘅 BQ 入面有嘅嘢？

答：係，冇錯。

問：咁如果主合同入面，BQ 冇提及嘅一啲物料，咁你哋--即係喺報價嘅過程之中，你哋點樣去到釐訂例如佢畀你嘅價係即係公唔公道、合唔合理咁呢？

答：其實呢個工程大--其實直至--我哋判--我哋通常都係 back-to-back，即係背對背嘅工程，咁其實我哋根據 BQ 同房署--即係負責個--即係要佢項目--個數-- items 或者項目，咁其實判頭都係攤番嗰個 scope 嚟落標嘅，所以變咗冇乜有 conflicts 會出。

問：係。我唔係講緊個--即係講緊個 conflict 嘅問題。即係我係講緊話，如果你哋睇 BQ，咁 BQ 入面可能有一個系列，就係講咗有啲咩嘢物料，咁就即係...

答：其實唔係呀。係 BQ 係會係--譬如喉，幾多--每 1 mete 係幾多錢，...

問：係，冇錯。

答：...掣，每 1 mete 係幾多錢。咁佢係又--因為個 SMM，即係喺建築嚟講，佢度數有佢哋嘅守則嘅。舉例，有乜--有某程度嘅大嘅喉，佢就係包--唔包括配件，即係嗰個 joint 嗰個位係唔包，冇得度，再度開嘅--即係可以度開嘅。但係如果係有啲細喉就冇得度開嘅。咁其--呢啲係 QS 嗰方面佢哋會--即係同埋水喉匠佢哋都明白，會一路

落呢--用呢啲方法去計算嘅。

問：係。即係我就想知道就係話有一啲嘢--例如喺個 BQ 嗰度有特別係講到明嘅，即係你話係有得度開嘅，即係一啲嘢即係物料，咁可能喺水喉工程入面都要用嘅，但係 BQ 嗰度就有提及過嘅，咁喺嗰啲咁樣嘅物料嚟講，你哋點樣去到釐訂例如個外判商畀你哋嘅報價係咪合理咁樣，你哋會從啲乜嘢嚟作一個根據呢？

答：因為喺 building 嘅 QS 裏面佢有一個叫做 preamble，咁佢哋就會講呢個每一個單價裏面係包咗乜嘢嘢全部嘅材料或者係要求嘅，所以變咗其實佢落個單價嘅時候，佢係好充分知道嗰個--譬如舉例，頭先講嗰個嘢細喉，佢係有啲配件唔可以度開嘅，譬如，咁佢就要知道，啊，原來呢條喉每 1 mete 幾多錢係包埋個配件嘅，好清晰咁樣寫咗出嚟嘅。

問：係，我知道。咁但係你睇佢嗰個即係--即係個報價嘅時候，即係你哋點樣去諗，話「啊，呢個報價係咪合理呢？我應唔應該接受你呢個報價呢？貴咗咩，定係點呢？」即係你哋會點樣睇呢？

答：QS 佢係落價嘅時候佢哋係有一個呀市場嘅價錢嘅，佢哋好清--即係佢哋好--喺--好清楚可以睇到，譬如呢 1 mete，譬如係細喉，佢要包配件咁，咁呢個價錢係咪合理地去包到呢個配件係喺度。

問：我哋而家睇一睇你個證人口供第 73 段，都係講緊榮昌邨嘅。73 頁就講到嗰個即係外判合同嘅。咁外判合同，呢度你都講出咗就係話即係其中有一個條款就係話--因為你啱啱都提過 back-to-back 喇，咁就係話你哋就將嗰個例如保華佢本身喺個主合同入面，咁你哋對房委會嘅責任呀，咩嘢呢，都係需要呢個--你哋嘅外判商都要同樣地負上呢啲責任嘅。

答：係。

問：係咪？如果我哋睇一睇嗰個有關嘅條款嗰個用字係咁樣，377 頁。377 頁入面都講咗，就係話喺個--呢個合約個 preamble，我哋叫做，即係喺個簽名上面，睇到嗰個「承判商」嗰度嘛？

答：睇到。

問：「承判商對本工程之一切合約文件之所有條款、有關總合約之一切條款同埋資料，以及承判商所負之一切責任同埋義務，在簽約前已經詳細研究同埋完全明瞭，並已到地盤就係實地勘察，確保所落之單價正

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

確無誤，如果有錯漏嘅話」，日後就唔可以因為話「喂，我唔知道個主合同係點樣，而作出一啲更改嘅咁。呢個就係你哋所講話即係外判商都需要負上即係你哋對於房委會嗰個責任嘅咁樣。

答：係。

問：係咪？咁喺呢個...

主席：“PD”係 project director，係咪？

答：係。

問：喺呢個 404 頁都有同樣個要求。如果 404 頁，你睇下，404 頁，即係我講緊一個外判合同 c) 嗰個部分嘅（一）部分，即係「合約性質」嗰度，見到第 1 (a) 嗰度嘛？

答：1 (a)。

問：噯。

答：係。

問：噯，1 (a)，係嘞。

答：見到。

問：即係「本合同嘅內容都係根據總合同之條款訂制嘅，一切條文都係根據總合同為準」，亦都講出咗「雙方並確認總合同內的一切業主的權益係全歸於本公司」等等嘅，亦都要承擔即係應有嘅責任，就係個承判商，即係外判商，都要承擔番呢一個總--你哋總承建商嘅--即係對於房委會嘅責任嘅咁

答：係。

問：係。我想問一問就係話即係雖然有呢一個咁嘅外判合同，就將即係呢啲咁樣嘅責任嗰個範圍就訂清楚，就係話「喂，外判商都同樣地要負責上呢啲責任嘅」咁。但係你同唔同意我咁講，就係雖然有呢個咁嘅外判合同，咁就亦都係即係保華都係需--仍然係需要確保你哋即係交

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

畀呢個房委會啲物料或者係你嘅工程嘅即係嗰個工序或者嗰個--即係我哋講嘅 workmanship 等等嘅，都要係符合你哋個總合約嘅條款嘅，呢樣你同意嘛？

答：同意。

問：另外就係你剛才亦都有講過就係話喺嗰個投標個過程嘅時候，即係你都會將個 specifications 係即係畀嗰個外判去睇嘅咁。

答：係。

問：咁我想問下就係喺嗰個簽署外判合同之前，有冇再同呢一個外判商再傾多一次，係究竟啲實際嘅 specifications 係點，例如用邊一隻物料咁，有冇再傾㗎，喺簽呢個外判合同之前？

答：其實就唔只我哋見啲外判商一次嘅，係經過幾次嘅大家嘅見面、傾談。咁但係就至於去到啲材料方面，去到好 specific，會係你用邊隻材料，除非係好特別係即係嗰個--嗰陣時係好緊張。因為水喉好多時分判都係喺好早--個 project 好早之前，個 start 喺 right at the beginning 就已經分判，但係佢嘅工作喺後期，所以變咗當時我哋係唔係太著重喺會傾你用咩嘢牌子嘅材料。

問：係，唔會太著重嘅？

答：唔會傾--太著重傾你用咩嘢牌子嘅材料。

問：用咩嘢牌子，係。

答：因為到時其實都唔係好清--即係到後--到真係要喺地盤用嘅時候，maybe 啲物料都唔 available 咁樣。

問：係。你剛才一開始即係答我啲個問題嘅時候，你就話即係同外判商都會有幾次嘅機會去傾啲關於即係主合同對啲物料啲規格啲訂明嘅咁。剛才我哋...

答：Sorry，唔好意思，我打斷你。

問：係，係。

答：你唔係淨係傾嗰個材料嘅，就其實裏面話安全，點樣人手，點樣，即係係經過一個幾個--幾次嘅 meeting 嘅。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：係，當然。即係如果我暫...

黎先生：Sorry，我可唔可以問一問？Sorry，我可唔可以問一問？你傾，同嗰個分判商傾嗰陣時，係咪晨早已經決定咗係嗰個接駁嘅方法㗎喇，係用燒焊或者用其他嘅機械嘅接駁方法？

答：其實喺房署嘅 project，就一用銅喉，其實我從來未用過第二個方法。

黎先生：哦，就佢係容許你有其他方法？

答：其實喺--喺呢個合約上面，我哋睇--即係，第一件事，就係個個都係用燒焊嘅方法，即係熱--或者叫做手焊嘅方法。咁佢係實際喺--睇合約嚟講，其實都係要用燒焊嘅方法嘅。因為你用其他方法，佢係話唔--你唔能夠用--即係喺合約上面講明係你用唔到，你先可以用其他方法。

黎先生：但係你以前嗰個係 Housing Society 嗰啲嘅工程，有冇試過用其他方法？

答：我做私人嘅工程有用過其他嘅方法。

黎先生：用其他方法？

答：係，...

黎先生：即係唔係燒焊嘅？

答：係，不過係燒銀焊嘅。

黎先生：燒銀焊？

答：嘅。

黎先生：我點解要其他嗰啲又用其他方法嘅呢？

答：因為私人嘅 project 啲水喉係要走入牆裏面，如果佢漏水，就會係嗰個--個執，翻執嘅--翻手嘅工程係好多，所以咁，佢哋嘅選擇係用燒銀焊，寧願貴啲，但係就保障好好多。

黎先生：Okay。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

主席：我哋聽到房署都有人講過就話用銀焊。當然銀焊，第一，就個溫度要高好多，係咪？

答：係。

主席：咁可能要牽涉用到呢個...

答：風煤。

主席：...風煤樽，係咪？

答：係。

主席：好嘞，咁但係佢哋其中即係有一個原因房署話「我哋唔用銀焊」，就係話燒到咁高溫嘅時候，就嗰啲銅管就會脆嘅，咁樣樣就漏水嘅機會就大。咁如果咁樣樣嘅講法，咪同你頭先所講嘅講法有少少矛盾？

答：我都理解到 work hardening 嗰個材--金屬嘅反應嘅，但係喺我同其他喺私人嘅水喉匠嗰度傾，佢哋好似又唔察覺呢樣嘢，同埋係實際做出嚟真係穩陣啲。

主席：即係理論同實際係有少少分別？

答：係。

問：你剛才提到過就係你話喺--有幾個階段都會同外判商就係傾，即係除咗規格之外，除咗 specifications 之外，安全等等嘅問題嘅。你講嗰幾個即係階段，咁除咗你响 tendering process 之外，仲有喺啲咩嘢階段會同佢哋傾呢樣嘢嘍？

答：就係成個 tendering process，就係係--因為佢一路--我哋畀佢落--投--落完標返嚟，咁我哋 select 一--會見標，見一、兩個嘅，見兩個或者三個，咁見咗，然後--就係喺見標嘅時候就會傾呢啲嘢，睇下佢會即係可以 offer 乜嘢。

問：至於你剛才講嘅 specifications 嗰度，就話即係喺嗰啲嘅傾談嘅過程之中，就唔會特別話就住例如邊一隻物料，如果我哋講緊焊料咁講，就唔會就住呢一隻物料用啲咩嘢牌子去到商談嘅，係咪？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：好坦白講，我嘅經驗嚟講，我係從來都冇傾過焊料呢件事。

問：從來都有傾過嘅，係咪？好。

主席：或者喺食飯之前，我都想問一問。你頭先就講到就話房署嗰啲水喉，就即係除咗係因為技術上高唔可行之外，就一定要用錫焊，基本上，我哋講，啱唔啱？

答：係。

主席：即係雖然嗰個 specification 裏面有講到銀焊，不過你哋一定唔會用銀焊嘅？

答：唔係，銀焊係用喺大口...

主席：大口徑嗰啲嘅？

答：係，大口徑，就係 100 以上，即係 500。

主席：係。即係換句話嚟講，細口徑嗰啲，你哋就一定唔會用銀焊㗎嘞？

答：因為行內一路就用開都係咁樣。

主席：唔係，你講嘅「行內」係...

答：講房署嘅。

主席：房署嘅行內？

答：房署嘅工程嘅行內。

主席：咁因為係--當然，第一，就係時間係快啲，用錫焊？

答：時間上面我有比較過，好坦白講。但係其實喺銀焊同--如果用晒銀焊係貴啲嘅。

主席：係喇，貴。

答：嘎，嘎。我曾經都--即係喺完咗呢件--即係發生呢件事之後，我都詢問過一啲--一個--一啲水喉匠，咁佢哋話大約係一座係貴約莫 50 萬嘍。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

主席：一座係貴約莫 50 萬？

答：係，如果燒晒銀焊嘅話。

主席：唔。咁我哋知道錫焊就二百幾度，即係呢隻 FRY 99c 就佢個 melting point 就係 240 度嘍。

答：係。

主席：咁我知道另外嗰一隻銀焊，就好似去到 700 度嘅，咁時間上會--如果譬如我哋而家講緊同一條銅喉，細喉咁講，咁如果我哋講緊駁一個 joint 位，會差幾遠嘍，時間上？

答：我曾經問過，其實佢哋--佢哋--即係水喉匠畀我，我都係 hearsay 嘅，咁佢哋講就係其實最主要就係要高技術嘅人先做--即係要熟手嘅人先至做得到。

主席：做到銀焊？

答：係呀。咁所以變咗就會係--即係如果佢一個真正熟手嘅人去做，大家相差不遠。但係...

主席：時間上就...

答：嘍。但係如果你係一個唔熟--即係唔熟手嘅，咁就相差好遠嘍。

主席：哦，好。不如我哋食飯先，好唔好？食完飯先至再繼續。唔該。

下午 12 時 59 分聆訊押後

下午 2 時 34 分恢復聆訊

出席人士如前。

保華承建有限公司（“保華”）（榮昌邨和東匯邨的總承建商）的證人：梁偉強（保華工程技術總監（榮昌邨和東匯邨的項目總監））宣誓繼續作供許偉強先生繼續盤問

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：梁生，跟住落嚟就想同你討論一下就係就住嗰啲物料嘅樣辦提交畀房署或者房委會嗰方面嗰啲問題。我哋之前同其他嘅發展商都有傾過就係就住水喉潔具物料--承建商嗰個就住水喉物料同埋潔具係分--即係我哋睇到嗰個總合同--個主合同都會分 PLU1 同 PLU2 嘅，呢個你都清楚嘅，咁就主要有關水喉嘅部件，我哋都可以喺 PLU1 嗰度搵到嘅，一啲潔具嘅即係材料，通常我哋就喺 PLU2 嗰度睇到嘅，呢個你清楚嘅？

答：清楚。

問：我亦都知道就係 PLU1 嚟講，除咗某幾項即係例外嘅情況以外，就喺一般嚟講，都只需要係呈交有關嗰個物料嘅即係文件，就唔需要話真係呈交嗰個物料嗰個樣辦嘅，呢樣你都清楚㗎嘛？

答：其實喺 sample submission 嗰度，我有同事係負責嘅。

問：係，我知道。

答：我其實唔係好太清楚 PLU1 係唔需要入辦呢個。

問：明白。我哋咁講，即係如果我哋淨係睇話例如而家呢個焊料嗰個情況嚟講，即係焊料我哋知道就係唔需要--即係根據個總合同--主合同就係唔需要就係提交嗰個樣辦畀房署係作呢個審批嘅，呢樣你知道嘛？

答：知道，而家。

問：但係我哋亦都知道--喺你個口供嗰度都有講，就係保華就雖然佢冇話特定要就住呢啲焊料係呈交嗰個樣辦，但係你哋都有去咁做嘅，係咪呀？

答：係。

問：喺你嘅經驗，喺保華嘅經驗嚟講，大概幾時嘅開始有呢一個咁樣嘅即係嗰個做法呀？即係話就住焊料，即係雖然你唔係話喺個合同訂明係需要呈交樣辦，但係你都有呈交，呢樣嘢你嘅認知嚟講，大約係幾時開始嘅有呢個咁嘅情況？

答：我唔能夠肯定。

問：唔能夠肯定。我想問下你，就係就住例如焊料，或者喺你嘅證人口供嗰度有個 schedule 1 嘅，入面亦都講有一系列嘅部件，其中有啲都係 PLU1 嘅部件嚟嘅，都有呈交到呢個樣辦嘅，我想知道就係話其實

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

房署或者房委會有冇曾經例如要求或者指示過你哋保華需要對呢一啲咁嘅部件，其中包括即係呢啲焊料嘅材料係需要呈交嗰個樣辦畀房署作一個審批嘅咁樣？

答：我可以咁樣講，就係因為呢件事之後，我哋都翻查過紀錄嘅，我哋係喺我哋嘅榮昌邨嘅 sample submission schedule 裏面，最初係冇 -- 第一個 version 係冇呢個焊料嘅 submission，就喺 submission 咗之後，批咗之後，我哋就做番個 updating，就 update 番嗰個 schedule，就有擠番落去，所以變咗喺呢度，我都有辦法確知係話我哋有冇房屋 -- 係咪房署或者係金日或者定係金日自己做咗，房屋署要求咗，或者係我哋要求，呢個我都有辦法確認。

問：即係你哋就作過調查？

答：係。

問：但係就唔清楚究竟係邊一方面，即係自己先引發呢樣嘢，即係或者提出咗呢個咁樣嘅呈交嘅步驟？

答：係，但係就喺紀錄上面，就保華喺第一個 sample submission schedule 裏面係冇呢個焊料嘅 items，所以好 -- 因為呢個 schedule 就係保華我哋同事做嘅，所以可以理解就係保華唔係第一個人...

問：好，我哋不如睇一睇你喺你證人口供入面所呈交嗰個 schedule 1 嗰度入面嘅部件同埋材料，G1 嘅 348 頁，我哋見到 348，即係我抽幾個例子出嚟同你討論一下，唔使逐個逐個講嘅，348 嗰度，例如第 (1)、第 (2)，我哋講緊啲 ductile iron pipe and fitting 嗰啲，嗰啲係我查過，都係 PLU1 嘅即係系列入面嘅一啲材料嚟嘅。

答：材料。

問：另外就係 (2) 都係 PLU1 嘅，即係啲 brazing rod、jointing copper pipes 呢啲都係 PLU1，即係話唔需要即係真係擺個實物嘅樣辦出嚟嘅，另外就例如 (7) 同埋 (8) 嗰啲都係，然後我哋一路睇，其中有啲都係嘅，例如 (12) 嗰啲 flanges 嗰啲都係屬於 PLU1 嘅，以我所知。跟住就去到 (16)，就係個 wire FRY 嘅 lead-free solder 嗰個同埋個松香膏，就係個 Power flux (Powerflow flux?)，咁即係你哋意思就係話你哋查番啲紀錄，就係你哋第一次去呈交嘅時候就有包括到呢個 FRY 呢隻物料嘅，係咪呀？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：係。

問：呢個應該係及後你哋再加番上去呈交，即係附加上去，再作一個呈交，然後就得出嚟，總結咗就有呢幾隻物料，就係一共係呈交咗畀房署嘅，係咪呀？

答：係。

問：我想問下，喺就住呢次事件嘅調查過程之中，都有冇問過你哋嘅同事，因為你話你自己就唔係直接負責呈交嗰個樣辦，有冇問過一啲相關嘅同事，因為我見到例如嗰個呈交樣辦嗰個表格即係畀房署就應該係你哋呢個 AQCC 嘅同事嘅，有冇同佢哋作過一啲理解，就係話究竟當時點樣去選擇邊啲物料作呈交嘅樣辦嘅，有冇作過理解？

答：曾經有同佢哋詢問過嘅，佢哋就話當需要入辦嘅時候，佢哋就會通知金日嘅 PM，就話畀佢聽「你要準備你所負責嗰部分嘅材料。」佢哋就會做咗成個 sample board，即係其實啲水喉都有做 sample board 嘅，佢將啲喉安喺塊木板度嘅，咁就拎晒嚟，之後佢哋對過晒，咁佢就 submit。

問：或者我哋一步一步嚟，你剛才講就係話如果你覺得係有需要擺啲樣辦嚟作呈交嘅，咁你會通知金日就叫佢作準備喇？

答：其實我哋係通知金日「你負責」--即係佢因為喺我哋嘅分判合約裏面佢係負責水喉嗰部分嘅材料，我哋就話畀佢聽「而家要入 sample submission，就唔該你準備個 sample 喇。」咁所以其實我哋冇好 specific 講畀佢聽「你要準備銅喉」咩嘢嘅，我叫佢全部一齊準備。

問：係全部一齊準備，係咪呀？

答：係。

問：我想知，首先就係就住呢個焊料，需要呈交樣辦呢件事，即係有咁嘅需要，你哋覺得係要做呢樣嘢，你有冇問過例如 AQCC 嘅同事話「當時係邊個決定話連呢個焊料都要作個呈交嘅？」有冇問過呢樣嘢？

答：我有問過，但係就擺唔到一個好確實嘅答案。

問：有一個確實嘅答案？

答：係。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

主席：乜嘢意思呀？有一個好確實嘅答案？

答：因為佢哋話唔知道當時係--因為有一個同事就記得話好似係房屋署要求，但係亦有 AQCC 就覺得好似係金日自己遞過嚟嘅，所以變咗我就喺呢個聽證會度就唔能夠講一個好確實嘅答案。

主席：得。無論係兩者裏面邊一者都好，都唔係你哋保華自己話要交乜嘢焊料同埋邊一隻焊料上去嘅？

答：係。

問：如果我咁樣講啱唔啱呢，就係話我哋見到呢一度你個 schedule 1 嗰度就有十七種物料，其中有啲我剛才都同你討論過，就係有啲係 PLU1 嘅物料，你同唔同意咁樣講法呢，就係就住 PLU1 嘅物料，雖然合同上係有話到需要你呈交嗰個實物--樣辦個實物嘅，不過你當時就住呢幾種 PLU1 嘅物料都作咗呈交，你覺唔覺得係即係其實保華都覺得呢幾種物料係有呈交嘅需要，即係呈交樣辦嘅需要呢？

答：我深信我哋保華冇考慮呢樣嘢，就房屋署--即係金日 make submission 嘅時候，我哋就 pass 過去。

問：喺你講嗰啲咁樣嘅小五金，即係喺你個證人口供入面講嗰啲小五金，即係你有提過例如一啲螺絲、絲帽啲啲，嗰啲就以你所知，就從來都唔會係呈交樣辦畀房署嘅，係咪呀？

答：係。

問：例如我哋啱啱咁講，就係話喺個合同--主合同入面，雖然有話要求你哋呈交個實物樣辦，即係就住焊料嚟講，但係你哋呈交咗，呢個做法你覺唔覺得都係即係進一步可以即係確實咗其實選擇咗邊一樣、邊一隻牌子嘅邊一個即係 model 或者邊一個系列咁樣嘅，咁就確認咗呢樣嘢，咁樣等以後你哋大批去購買嘅時候就唔會有任何誤解，大家即係都好清楚知道要去買邊一隻物料，同意嘛？

答：同意嘅。

問：另外就住呢個合同入面個訂明都有講到嘅，即係有啲 preliminary 嗰度都有講到嘅，我唔揭開大家睇，就係話其中一個話需要呈交呢啲

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

咁嘅實物樣辦嘅一個原因都係話希望就有呢個實物樣辦畀咗房署，房署批核咗，keep 咗喺度，等日後真係啲大批料嚟嘅時候，如果要作比較嘅，可以擺番出嚟作比較，你同意係呢一個係其中一個原因嘛？

答：我想理解下比較係指保華去比較吖，定係房署去比較？

問：即係如果係就你嚟講，即係如果係我哋講緊個主合同嚟講，如果係房署佢需要去作一個比較嘅，你覺得即係咁樣係一個原因嘛？

答：係方便咗佢去做比較。

問：保華佢都係咪需要作一個比較呢？即係如果你知道要呢隻料嘅，而你亦都係承擔咗個責任嚟到提供呢隻料嘅，你哋係咪都需要作一個比較呢？

答：其實 sample submission，我哋都有 keep 紀錄嘅，咁我哋會係可以做 cross reference。

問：即係你都同意嘅？

答：就無需要係即係一定要擺到房屋署嗰個愛嚟做比較。

問：係喇，即係如果佢批咗嘅，在你哋嚟講，都可以有個比較嘅作用，同意嘛？

答：係，冇錯。

問：講番你剛才提到嗰一點，就係話擺呢啲咁嘅樣辦，我哋而家都係仍然喺度講緊焊料，即係唔講其他嘢住，焊料嗰個樣辦，你呈交界房署之前，應該係有你哋公司嘅同事先會同金日工程公司嘅職員去講話「你哋要呈交樣辦喇。」係咪咁樣嘅程序？

答：我頭先都重複--我再重複，因為我哋係叫金日去準備個 sample submission，就係呢個 in general 佢所有嘅佢負責嘅材料，就有特別咁講明「你要入呢個焊料或者係入呢個喉管」。

問：就住你話 general 嘅呢個材料或者一啲部件，佢需要作樣辦嘅呈交嘅，你哋會唔會同佢講話，叫佢喺就住某一隻材料或者係部件，要擺邊一隻牌子，你哋會唔會同佢講？

答：唔會。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：就等佢哋去決定，然後就擺上嚟畀你哋，係咪呀？

答：係。

問：呢一個咁嘅步驟係咪都係你哋 AQCC 嘅同事同呢個金日嘅職員去商討？

答：其實就係 sample submission 嗰度就由我哋嘅 building services 嘅 engineer 同埋個 co-ordinator 係去聯絡金日嘅。

問：聯絡金日。

答：然後送咗 sample 過嚟，就 AQCC 就負責核對，然後就交界房屋署。

問：聯絡金日嘅時候，你知唔知道即係你哋嘅調查過程，聯絡金日呢個即係程序係聯絡金日嘅邊一位職員，你知唔知？

答：翁生。

問：翁生，翁國財先生，係咪呀？

答：係。

問：另外就係當你聯絡咗翁生，佢就將例如嗰啲有關嘅物料或者部件嘅樣辦擺上嚟畀你哋，係咪佢亦都會同時將有關嘅一啲即係我哋所講 supporting documents，即係啲 test reports 等等都係佢去擺畀你哋？

答：係。

問：你哋擺完之後，你哋就透過你哋嘅 AQCC 嘅同事核實咗，然後就報畀呢個房署，然後房署佢哋就會亦都 check 過，睇下符唔符合佢哋個規格，然後佢哋就 approve，係咪呀？

答：係。

問：我想知道就係房署當核實咗呢一個例如焊料呢隻 FRY 嘅呢隻牌子，你哋會唔會再--即係你哋保華會唔會再同即係 Golden Day 再話確實「你哋擺嚟呢一隻焊料或者你哋其他一系列嘅材料已經得到房署批准嘅係邊啲。」會唔會再同佢哋溝通話「已經 approve 咗喇。」咁啲？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：會嘅，我哋通常都會用 e-mail 嘅形式通知分包商嘅。

問：通常呢啲 e-mail 係邊個發出㗎？

答：Site agent。

問：Site agent 發出嘅。你喺呢一次調查呢件事嘅時候，有冇嘗到過去搵呢方面嘅 e-mail 呀？

答：我哋都想搵過，但係就搵唔到。

問：搵唔到，即係你哋都有睇過啲電腦入面嘅紀錄，但係即係完全一張都搵唔到有關即係呢兩個地盤話核實啲材料之後，話番畀人聽確實㗎，一張都搵唔到？

答：唔係，即係我相信即係我哋係講係畀金日啲啲，我哋就搵過嘅，其他...

問：係喇，即係我係講緊金日啲啲。

答：金日啲啲就暫時未搵到。

問：哦，好。以你所知，就係由係你哋發電郵出去就畀 Golden Day 係你嘅講法，係咪呀？

答：（沒有可聽到的回答）

問：你自己本身有冇睇過呢啲電郵，以前？

答：冇嘅。

問：你點知道係你哋公司係發電郵畀 Golden Day？

答：因為我喺呢件事發生之後都有落地盤同啲同事傾過當時嘅發生嘅情況，理解佢哋點--睇下即係個情況當時係點樣樣。

問：你當時有冇考慮過--你話地盤嘅同事係邊幾位？

答：PM，就 site agent，就 AQCC，就 BS engineer。

問：佢哋話畀你知，即係佢哋嘅講法就係話「有㗎，我哋喺嗰個物料嗰個樣辦房署批咗之後，係有發電郵畀佢哋。」係佢哋話畀你聽嘅？

答：係，有通知嘅，佢哋話。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：佢哋話有通知？

答：係。

問：咁邊個同你講話係用電郵通知佢哋？

答：Site agent 有出電郵，同埋佢哋都會有出 memo 就擠落去，因為我哋每一個判頭有一個 pigeonhole，白鴿籠，喺地盤度嘅，佢哋會將嗰啲 memo 就擠落去佢哋度，即係...

問：擠落去個 site agent...

答：就唔係，擠落去嗰個 pigeonhole 度。

問：擠落去 pigeonhole 度？

答：係，畀佢哋去...

問：即係呢個 memo，你講緊呢個 memo 係話你哋在嗰個地盤嘅同事，即係話佢如果有通知到 Golden Day 嘅職員有關審批咗嗰啲咁嘅樣辦，都會即係寫番個 memo 確認呢樣嘢嘅？

答：係，會。

問：你剛才話電郵就搵唔到，memo 又搵過，又有呀？

答：唔係，我可以即係再搵下，因為實際係兩、三年前嘅事，咁個 hard disk 佢哋都未必一定係 store 咗呢啲，因為佢哋認為唔係太重要嘅 data，不過我會再搵多次。

問：因為以我所知，即係呢個鉛水事件大家曝光之後，你哋都做過一啲即係內部嘅調查，因為當時即係房委會都係即係有要求你哋做一啲調查嘅，係咪呀？

答：係。

問：你就住例如你哋最初嘅報告到而家都已經有幾個月時間，呢幾個月入面都搵唔到呢啲有關嘅，即係我剛才所講話就住啲樣辦核實咗之後通知 Golden Day 任何嘅文件都搵唔到？

答：我哋只係喺當時搵過，因為同埋房署又唔係要求我哋係通知樣辦批核嗰個要求，我哋又即係冇好切實去搵。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：我就想問下，你當時去就住--你話去問你啲同事，包括 site agent、building engineer，佢哋就有同你講過就話「有通知 Golden Day 嘅。」咁？

答：係。

問：佢哋講咗呢啲之後，但係又搵唔到文件，你有冇考慮過--即係你畀口供之前，有冇考慮過都叫你呢啲咁嘅同事畀口供，就住呢方面去作供，有冇考慮過呢樣嘢？

答：我有考慮。

問：好。另外我想問下，就係你話啲同事話畀你聽就有通知過 Golden Day 就係啲物料就批咗，嗰個樣辦批咗，我想知道就係批咗之後，直至到去到即係現場施工嘅時候，我哋講現場施工嘅時候比較準確啲，現場施工嘅時候或者施工之前，有冇一啲 briefing sessions，即係你哋公司有冇啲 briefing 去講解一下，即係例如話畀金日或者佢哋嘅工人去聽話「邊幾隻物料我哋要用嘅，你要確保呢啲物料係你哋用嘅物料。」有冇呢啲咁嘅 briefing，你知唔知？

答：如果係講物料邊--因為佢哋提交嘅，我哋話畀佢聽--即係其實一定有通知，如果唔係，佢哋都唔會 order 啲材料，照我所知，就即係同啲工人講話邊幾隻材料係批咗，就應該有。

問：應該有，好，唔該。好喇，我而家就想同你睇一睇你所講嗰個物料個監控，即係物料嗰個管理、監控嗰樣嘢。你喺你嘅證人口供，如果我哋睇番有關榮昌邨嘅證人口供，就係第 325 頁開始，就我哋係講緊個 material control 呢一個 heading 下面所講，由第 39 段一路就去到 44 段嗰度，你有講到話個 material control 係點樣，即係我會就住你呢幾段有幾個問題都同你釐清一下嘅。

答：好。

問：第一，你喺 39 段嗰度就講出咗你都知道有一個即係房署或者房委會佢哋所制定嘅一個 form 6210，呢個我哋都睇過好多次，如果呢個 form 6210 喺你嗰個證人口供嗰度嘅附件，我哋睇到 465 你都列咗出嚟嘅，你所講就係話呢個 6210 就係需要做啲 document check 同埋 material check 嘅，就就住 6210 呢三十幾個即係物件係需要做呢樣嘢嘅，由於嗰個--即係你都講出，就係嗰啲 copper pipes and fittings，喺你 39 段後面嗰度，同埋 soldering material 就唔係呢一啲咁嘅 6210 三十幾樣嘢入面嘅其中一樣，所以你就話

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

"these materials would not be subject to the above checking procedure."，就唔會有任何 material check 或者係 document check，即係就住 soldering material 嘅話，係咪呀？呢個係正確喇？

答：係。

問：我哋睇下你第 40 段所講嘅一啲補充嘅個解釋，你就話 "In addition"，即係話除此之外，你就話 "in order to ensure the quality of the main contract works and as a requirement under specification preliminaries"，你就話保華 "had in place" 一個叫做 "project quality plan" 嘅，就 "for the project which had been submitted to the project architect for comment and received no adverse comments from him."，即係話你呢啲咁嘅 project 即係個 quality plan 都畀過房署睇，房署亦都有乜即係不同意嘅地方，所以你都會採用嘅，係咪呀？

答：係，對。

問：我咁樣講啱唔啱呢，如果就住 39 同埋 40 段嚟講，就話 39 段你就講 6210，40 段就係話除咗 6210 之外，即係話你哋保華唔係淨係跟 6210，你哋自己除咗 6210 之外，都會有一套自己制訂咗，而房署亦都其實都通過咗嘅一啲嘅 project plan，就住啲物料嘅檢測或者就住物料嘅 control，你哋都會係即係作呢啲制訂同埋會跟住佢嚟做嘅，係咪呀？

答：啱。

問：跟住你就講到個 project quality plan 入面嘅唔同嘅部分，其中有七點幾啲嘅，你有講到嘅，我都想同你去睇一睇呢個 project quality plan 一啲嘅細節嘅，有幾項嘅啫，如果我哋嚟睇一睇個 project quality plan，我哋睇下就住榮昌邨個個先，個個就似乎就係比較詳細啲嘅，6.4，15126，15126 下面 7.2 個度，請你望一望，7.2，你就係喺你嘅證人口供剛才應該第 41 段度你都有提及過呢個 7.2 嘅，就係講個 material control，呢度我就想帶你睇一睇嘅。

7.2.1 個度係咁講嘅，就話 "All materials shall be procured upon approval and delivered as per delivery schedule. Storekeeper is responsible for preliminary

receiving inspection upon delivery and arranges storage, transportation of materials to working area. Project engineer is responsible for testing to materials, whenever required."

首先我想問一問你嘅，就係第一，你講嗰個 storekeeper 係咪就係即係嗰個地盤入口嗰個管理人員呀？

答：唔係。

問：唔係，呢個 storekeeper 係講緊邊一位人士？

答：係我哋行內叫做收貨員。

問：收貨員，佢通常喺個地盤駐場嗰度佢喺咩嘢位置？

答：係會喺我哋主要擠貨嘅地方嘅附近。

問：儲存貨嘅地方，係咪呀？

答：係。

問：我哋睇一睇你呢度有個 flowchart 嘅，呢個 flowchart 就--因為可能有啲箭嘴唔係好清楚，不過我哋先由左睇到右先，第一項，"PM to prepare Materials Submission/Delivery Schedule"，跟住就去到"PM to obtain approval of materials as per the time frame in the Schedule"，跟住都係個 Project Manager 去 arrange with 個"Purchasing Dept to procure & deliver materials on time"，然後就去到個 storekeeper 嗰度，個 storekeeper 就會"receive materials upon delivery"，跟住就要考慮啲 material 係咪 accepted or not，跟住就再去決定點樣去到即係擺放嗰啲咁嘅物料嘅咁樣，即係呢個就係喺你哋個 quality plan 入面所講嗰個物料 control。

我首先個問題就係--大家睇完呢樣，我個問題就係你喺 7.2.1 都講到好清楚，就係 all materials，即係所有物料，即係所有到場嘅物料，不論佢例如係由邊一個外判商嚟嘅或者邊一個供應商嚟嘅，所有物料都會係經過呢個程序嘅，係咪咁嘅意思？

答：唔係。

問：唔係，你可唔可以解釋下呢？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：因為呢個其實我哋都 review 過，即係查詢過，喺我哋 investigation，即係內部，internal 嘅 investigation，其實就係我嘅前線同事執行呢個 flowchart 嘅時候，你哋係 control 係由我哋採購部購買嘅材料，因為喺第三個 blocks 嗰度就有“PM arrange with Purchasing Dept to procure & deliver material on time”。

問：好，即係話你嘅意思就係話喺呢個 7.2 所講嘅 material control 就係由你哋公司直接去 procure，直接去採購嘅，先至會係 subject to 呢個 7.2 嘅啫，係咪咁講？

答：係。

問：我又想問下，如果一啲唔係你哋公司採購嘅，你哋嘅 plan 係點呢？即係如果個 material 進場，你哋個即係內部嗰個指引應該係點樣做法嘍？

答：就就呢個--其實都唔係太多材料係由公司咩嘢嘅--公司購買嘅，但係就呢個鉛水事件呢件事嚟講，就講番啲同埋焊錫料就係由水喉分包商嚟買，佢嗰度嗰兩個材料我哋係冇去 check 嘅。

問：冇 check 嘅，係咪呀？

答：冇 check。

問：你剛才係講話呢個就住水喉分判商佢哋攞嚟，即係佢哋連工包料嗰啲咁嘅材料，你哋就有 check，係咪呀？

答：係，不過只係就銅喉嗰啲，因為做完晒之後都會有嗰啲 marking，嗰啲 BSE 去睇嘅時候，佢都會 check 下嘅，即係會對--睇下嘅嗰啲就。

問：我想問下，就係如果一般嚟講，嗰個外判商佢哋自己採購返嚟，即係佢哋自己負責採購返嚟嘅物料同埋你哋自己採購返嚟嘅物料進場嘅時候都應該係同一個程序嘅啫，都係要即係要如果你入場嘅時候，係咪你哋都有一個即係既定嘅一個準則就或者一個程序，係佢哋要向你哋點樣去匯報先可以進場？

答：因為通常啲材料，喺建築地盤嘅材料通常多啲啲，佢哋係要預早一日前通知我哋地盤嘅 general foreman 總管，係去安排畀地方佢擠嘅，所以我哋考慮嗰啲材料係咪 premature，係咪太早嚟，如果唔係嘅，就我哋會有一張入閘紙，佢要填報咗之後，我哋就畀佢--即係

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

安排咗，佢就送貨嚟。

問：嗰個人閘紙，即係我剛才所講個問題，就係話如果你講嘅入閘紙嚟講，即係不論你嘅材料係你哋自己採購嘅或者係由外判商採購嘅，都要係經過呢個人閘紙嘅程序，係咪咁呀？

答：睇下--我唔可以完全係咁講，就譬如喉料就多數會有嘅，一定有，但係小五金嗰啲因為係一個好少嘅數，嗰啲材料就我亦問過，我相信係冇。

問：即係如果你嘅認知嚟講，就係話你哋公司對於小五金，假設我而家將焊料包括喺小五金以內，你哋就唔會 check 嘅，係咪呀？

答：係。

問：文件亦都唔會 check，實物亦都唔會 check，係咪咁樣？

答：其實就因為你會睇番喺東匯邨嘅 statement 嗰度，就我哋係有人一啲--即係譬如房屋署要求個 delivery note 就係關於一啲水喉嘅部件或者一啲配件咁，我哋係會入畀--我哋會問番金日擺呢啲 delivery note 就係呈交畀房屋署，但係喺榮昌邨，就 clerk of works 係冇--即係房屋署係冇要求呢個呈交，我哋就冇問佢擺到呢啲...

問：明白。好，我都想同你睇一睇就係喺你哋一個 quality plan，入面有附帶到一個文件，就係一個叫做地盤物料處理手冊嘅，就應該係--如果你睇番 B6.4，B6.4 嘅 15215...

答：B...

問：15215。

答：15215，okay。

問：呢度就係即係你哋公司制訂嘅一個叫地盤物料處理手冊嘅，呢個你有冇睇過呀？

答：我唔係太清楚內容，呢個就。

問：有冇睇過？

答：冇。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：我而家同你睇一睇，呢一個手冊就如果我哋睇下 15216 頁，1.3 個度，1.3。

答：好。

問：有關人員嘅責任同埋工作範圍，或者我哋可以睇下 1.1 先，1.1 個度個目的就係「地盤內所有受控物料必須符合以下條件」，呢度都講咗話確保佢哋要接收、發出物料嘅紀錄、齊全等等嘅，1.3 個度就係講話嘅相關嘅職員嘅責任個範圍嘅邊度，我哋睇下 (a) 個度，佢係咁講嘅，就話「於工程進行期間產生的所有關於物料的文件，包括接收及發出物料的紀錄等文件，物料管理員」同埋呢個「管倉員」或者「收貨先生」，即係呢個就係咪你剛才所講嘅 storekeeper 應該，係咪呀？

答：係，冇錯。

問：佢就「必須要儲存、管理登記冊、紀錄監控，確保文件齊全」嘅呢樣嘢，似乎如果我冇理解錯，我就住 1.3 咁嚟睇，就有話特別係分啲即係邊一類型嘅物料嘅，...

答：唔係。

問：... 就似乎係所有物料，即係你哋都係要即係透過呢一個 storekeeper，佢要去負責儲存咁樣嘅？

答：唔係，呢個其實係我睇字面上面嘅背後意思係講我哋買咗啲材料，分發畀--舉例，我哋嘅 mixer 或者係啲坐廁--座廁啲啲，我哋係買咗返嚟之後，我哋要分發畀金日去安裝嘅時候，我所以有發出物料啲個文件，我哋係要做好紀錄，同埋係 keep --其實呢個紀錄，我哋亦有嘢呈交界房屋署嘅文--即係我哋--搵屋署係要求我哋入一啲--搵番啲紀錄畀佢哋，呈交一個 folder 畀佢哋，其中裏面嘢榮昌，我哋都有啲紀錄嘅。

問：我想問下你，嗰呢一個即係文件，你剛才就話唔係嘅，唔係講緊所有物料嘅，淨係講緊你哋採購嘅物料嘅？

答：呢個係指有一啲貴重嘅--即係要用嘅材料，而我哋採購返嚟，要發放畀分判商去安裝嘅時候，咁要有個紀錄，所以就係會有發出物料嘅紀錄同埋等文件。

問：停一停先，你剛才話係呢度講係有貴重啲嘅物料，但係呢度冇講到係

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

講緊貴重啲嘅物料？

答：呢個我 sorry，即係主要係--即係我係咁講，即係但係就係以發出材料就係指我哋買入嚟嘅材--即係我哋保華買入嘅材料，然後發放畀分判商去安裝。

問：即係呢個係你個理解，係咪呀？

答：係。

問：你又知唔知即係呢一份文件制訂嘅時候，其實佢--即係你而家嘅講法就係呢一份文件只係適用於你哋公司採購嘅物料，係咪咁嘅意思？

答：我就咁睇番 1.3 嗰個字眼，我而家咁，但係我成--呢本嘢，對唔住，我係有好詳細咁 go through 過，所以我答你唔到，我...

問：你有冇記得話呢份嘢制訂嘅時候，即係你有冇參與㗎？

答：我有嘅。

問：你有參與。

答：由我哋 QA 部門制訂。

問：你喺就住呢一次嚟作供之前，有冇話問過佢哋有關呢一份文件其實係適用於邊一類型嘅物料，定係淨係你哋公司採購，定係包括所有物料，即係有冇問過啲相信嘅職員？

答：就呢個地盤物料處理手冊，就有。

問：冇，好。我另外一個問題又想問下你，就係喺你嘅證人口供 327 頁，即係第 43 段，呢個你就講話“*As for the pipes and fittings and*”小五金，“*for the plumbing works, they were procured by Golden Day*”，即係一般嚟講，即係啲小五金，即係我哋講緊如果水喉方面嘅小五金，都係多數都係 Golden Day 即係負責即係提供，係咪呀？

答：完全由佢負責。

問：呢度就話如果係講緊小五金，你哋公司保華就只係會就係即係作一個比較高層次，一個 high level 嘅 supervisory role 嘅，即係高層次嘅一個監督咁樣，因為你哋都係倚賴嗰個外判商佢提供合適嘅物

料畀你，呢度係咁講，另外你 44 段都係講話就住呢啲焊料，以你嘅經驗嚟講，同埋喺呢個成個建築業，都唔係話一啲好特別需要去到檢視嘅物料嚟嘅，所以即係基本上你剛才都講話冇做到檢測，係咪呀？

答：係。

問：我想問下你嘅，就係喺你嘅一個物料呢個手冊--呢個地盤物料處理手冊入面，有一度係講-- 15218, B6.4, 15218 嗰度就係我哋睇番，即係你冇好詳細睇過呢份嘢，不過我都可以再帶你睇一睇呢一度，...

答：哦，好。

問：...就係 3.2.5，就住呢一個物料處理手冊，係特別係就住小五金，其實都有啲制定嘅，如果我睇下 3.2.5，就直情係講緊小五金，我哋講緊「注意 DN 內容」，DN 應該係個 delivery note，係咪呀？

答：唔。

問：咁就「如不懂英文者」，就要通知 PM，即係個 project manager 或者係個 assistant project manager，就派人係去協助嘅，當收貨員接到通知，知悉所有物料到達地盤時，係需要通知 PM 等等，以便安排存放的位置，跟住就聯絡運輸公司或者供應商相約到地盤睇位等等嘅。(d)就係話要搬運工人分類放好，以便點數，否則可以拒絕收貨等，即係要好嚴謹嘅一啲規定，跟住直情係(d)嗰度就係講話要點個貨物嘅數目，點個數目同埋牌子、貨號，核對無誤之後，則須喺個 delivery note 嗰度上蓋上「先收後檢」嘅蓋章同埋簽收，然後話入咗倉嘅時候，如果有啲乜嘢破損等等，就要通知職員處理等等嘅。

即係似乎呢個同你嗰個證人口供度嘅講法，就住小五金，因為你話小五金就淨係一啲即係高層次嘅 supervision，就同你嗰個你哋公司自己制訂嘅手冊入面對小五金呢方面嗰個處理個方法似乎係有啲出入嘅？

答：唔係，因為我喺我證人口供講嘅小五金係 for the plumbing works，而呢個小五金因為實際喺建築地盤裏面，我哋自己本身都有好多小五金要用嘅，舉例係照明系統，就掃把、手套嗰啲我哋都叫佢做雜項小五金嘅，譬如有啲即係大偈用嘅螺絲，呢啲就由我哋自己買嘅，我哋就要監管好，因為我哋其實呢個主要監管係因為會個 wastage 好大概。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：點解又作一個分別呢，如果你就住小五金嘅話，自己採購啲嘢，你自己直情係有參與成個採購過程啲嘢，要需要啲咁嚴謹嘅程序嚟到核實係啲貨對唔對，要睇番啲 delivery note 等等，但係人哋擺嚟，反而人哋話同你買啲嘢，你就完全係唔跟呢一個手冊去做，點解會有咁嘅決定？

答：其實點解有小五金 for plumbing work，即係我哋分判--即係其實行內大部分都係咁樣做，點解呢？就係因為水喉，你要有好多螺絲，其實我哋係唔知道佢用幾多，亦唔知道會係要幾多先足夠，所以我哋就唔會去買，就分判咗畀佢，佢就去買佢自己需要嘅嘢係畀個--按足佢--呢個小五金其實係好多時都係愛嚟畀 support 佢去安裝佢嘅工作，佢完成佢嘅工作嘅，而我哋呢啲--而另外呢啲小五金就係 for site 嘅 safety, for site 嘅 operation, 係兩件事嚟，呢個係，所以其實每一個喉地盤每一個 trade 都可能佢有佢自己嘅小五金。

問：即係你而家嘅意思就係話如果係講緊水喉外判入面即係所牽涉到嘅小五金，你哋就覺得就唔需要作一個檢測？

答：因為係只有佢先--即係佢先認知到呢啲材料係咩嘢，其實即係可以咁講--坦白啲咁講，一個小五金如果係 for 水喉匠嘅，佢送嚟畀個 list，我哋未必識睇。

問：但係你哋係例如就住啲物料嚟講，如果我哋係講緊焊料嘅，你哋都即係費一啲周章就係話做咗一啲呈交物料樣辦嘅工作畀房署，房署批核咗，即係你都係覺得有咁嘅需要去做呢個步驟，但係你去到話呈交，即係大批物料嚟到嘅時候，就你哋覺得唔需要，即係你哋公司就有呢個責任再需要做檢測？

答：其實唔係話我哋有責呢個問題，而係因為喺行內，我哋一路以嚟都係認為焊料呢件事係--即係尤其是喺我做咗建築--喺香港嘅 building contract 裏面，係做咗三十年，其實係有會去 check 呢個焊料，因為焊料，我哋都一路以為只係得一種，我哋唔會覺得原來有幾多種，又話--即係而家知道，即係話又有含鉛、非含鉛咁，但係我哋一路都以為係水喉匠會用一隻啱嘅材料，因為佢最後要經過水辦嘅測試。

問：我又想問下，就係剛才我哋睇呢一個手冊，就如果我哋睇就住其他嘅即係工程嘅小五金，呢度就直情係即係你需要睇到啲 delivery note 嘅，即係好清楚要睇到 delivery note，係咪呀？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：係。

問：即係睇下啱唔啱，啲數量等等啱唔啱嘅，就住呢啲焊料，即係水喉，或者係講緊我哋水喉外判商佢哋所提供嘅呢啲物料嚟講，你哋係咪--即係公司作咗一個決定，就係連呢啲呢啲咁嘅 delivery note 都唔使攞嘅，即係你哋係唔會要求要 keep 住啲 delivery note 嘅？

答：因為根據水喉匠從來都有通知過我哋佢有送呢個焊料嚟，佢哋有通知我哋。

問：但係即係佢--當然佢--你而家事後你睇番，係咪呀？

答：事後，係，係，係。

問：你 check 番就係話佢每一次送貨嘅時候就有特別通知你哋，係咪呀？

答：冇，冇。

問：好，咁即係話你嘅意思就係話如果就住水喉分判商送嚟啲物料，佢哋使唔使做呢個人閘紙？

答：如果係大型嘅材料，即係舉例，我頭先講過嘅喉料、銅喉、膠喉啲，佢哋會嘅。

問：咁即係你哋有冇 check 過你哋啲人閘紙，有冇去話睇過有冇啲係有關焊料嘅人閘紙？

答：焊料應該唔會喺人閘紙出現？

問：有冇 check 過人閘紙呀？

答：我有。

問：冇 check 過？

答：冇，冇 check 番。

問：但係我哋都知道，即係你話佢有通知你，但係你哋一路嘅做法都從來冇要求過佢哋將採購呢啲咁嘅焊料嘅單據係畀一套你哋，你哋都從來冇要求過？

答：冇。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：點解會作一個咁嘅決定，從來都唔要求佢哋畀番啲單據你哋呢？

答：正如我 44 段咁講，就其實即係喺行內，呢啲唔係一個重要同埋唔係高風險嘅材料，我哋喺當時嘅認知，咁所以我哋係冇要求。

問：但係你剛才都同意我咁講，就係話你當時就住呢個焊料，你要呈交呢個樣辦畀房署作核實，其中一個原因都係希望啲大批物料送嚟嘅時候，你可以作個比較，如果你連啲基本嘅文件都有，你係完全冇辦法作到任何比較㗎嗎？

答：即係好多時都係即係以前 past experience，如果啲材料係有問題嘅，我哋係會去作一個緊密嘅追蹤同埋去 check 嘅，但係 so far 焊料嚟講，喺呢二、三十嘅年代都係冇發生過任何問題，所以變咗我哋係冇做到。

問：我另外想問下嘅，就係喺你個 quality plan 嗰度，個 project quality plan 入面有一個--如果你睇番 6.4 嘅 15180。

答：得。

問：佢有一個就係 material receiving daily report 嘅，即係每日收貨嗰個匯報表，係咪呀？

答：係。

問：呢度就係話即係你每日收到之後，你哋個職員都應該要填番一份即係呢啲咁嘅表格，係咪呀？

答：係。

問：你有冇查過呢方面嘅表格入面，有冇啲係曾經出現過有焊料？

答：因為呢個表格係填寫我哋接收我哋採購部 order 咗嘅材料，...

問：即係你嘅意思都係...

答：...我哋有 order 過，就我哋冇--肯定呢度唔會有焊料嘅。

問：好，即係你係講緊話即係呢個表格都係淨係適用於你哋公司自己採購嘅物料啫？

答：係，因為呢個收貨 report 係畀番採購部去找數。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：好。就住呢一個鉛水事件，你哋公司應該喺大概 8 月嘅，都係向呢個房委會都呈交過你哋有幾份你哋個 -- 即係我哋所知道個 investigation reports 嘅。

答：係。

問：我想就係就住一點想同你講一講嘅，就係喺 15087，B6.4。

答：Okay。

問：呢度就係應該係你哋第一份嘅 report 嚟嘅，preliminary report 嚟嘅。

答：係。

問：如果你哋睇番 15089 嗰度，有個表嘅，個表上面個 heading 就係講 "Preliminary Investigation Findings of Stage 1"，即係你哋初步嘅調查嘅結果，呢個第一個表嗰度都有寫到嘅，就係有幾項嘅，有 "Sample submission to Housing"，呢幾個部件都係有 sample submission to Housing 嘅咁樣。

答：係。

問：跟住你有一度寫住 "Delivery Record & on-site Inspection"，喺 "Solders" 嗰度就打咗個剔嘅，見到嘛？

答：係，見到。

問：我想問下你，即係你呢個打個剔，但係又話有 delivery record 關於 solders 嘅意思係咩嘢呢？

答：因為當時金日係提供咗嗰啲焊料嘅 delivery note，所以就我哋就會呢度我哋就剔咗個剔。

問：即係你呢度係講緊，即係事後，即係就住你做呢個 -- 即係唔係話當時發生嘅事，係你事後就住要做呢一個咁嘅調查報告，你就講緊嗰四張 delivery note？

答：係。

問：係咪呀？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：因為有 delivery note 紀錄喺度，所以我就會剔。

問：唔係，即係呢個就唔係代表話你當時喺嗰個即係項目進行期間，你哋係有 keep 到 delivery record 呢樣嘢嘅？

答：唔係。

問：好。喺你嘅證人口供亦都講，就係話即係你自己喺個工程嘅進行期間，一般嚟講就係可能喺較早期嘅時間就係一個禮拜去兩次，然後到呢個工程接近尾聲嘅時候，就大概每日會去一次咁樣嘅，係咪呀？

答：係。

問：就住呢啲咁樣嘅即係水喉工程，佢哋進行緊嗰陣時，你有冇試過在場？

答：當我巡地盤嘅時候，都有會碰過嘅。

問：有冇見過焊料，佢哋用焊料？

答：冇留意。

問：冇留意。燒焊嗰個工序有冇曾經見過？

答：有見過，不過就有詳細去理解。

問：即係都有見過佢哋用嗰啲即係一條條嘅焊料嘅，有冇？

答：都係離遠睇，因為冇火，所以唔會行埋。

問：有冇曾經喺現場即係睇我哋而家知道嗰隻 FRY，就係一卷卷綠色嘅，有冇曾經喺現場見過一卷卷綠色嘅 FRY 嗰啲焊料，有冇？

答：我未見過。

問：即係你話你見到喺現場工人喺度做緊燒焊嘅工程，你就見到有一條條嘅焊料，不過就即係...

答：其實只係見到佢揸住支槍燒焊，但係我就冇行埋去嘅。

問：Okay。你喺 2015 年，而家 2016，2015 年 7 月之前，你有冇聽過錫條同埋錫線嗰個分別？

答：冇。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：從來都有？

答：冇。

問：最後我想問下嘅，就係即係今朝你代表律師就住你第二份證人口供，都有讀過出嚟，就住嗰四張 delivery notes，即係而家睇番啲 invoice，就有啲即係可能唔係好銜接嘅地方，我想問下，就係當時你哋要求呢個金日佢畀你哋啲有關嘅嗰個文件，你哋當時收到佢畀你嗰四張 delivery notes，入面都有講咗即係用咗一定嘅數量嘅無鉛嘅焊料，當時你有冇考慮過要問佢哋攞埋啲發票嚟睇？

答：其實就我係事後先知道嘅，因為我嗰我證人口供都講清楚，就係 17 號就我哋收到房屋署追我哋要提供呢啲 document，咁我嘅同事就追咗金日，所以係收到之後，我哋係 18 號就已經 send 咗去畀房署，直到係 20 號，我哋就 call 咗一個會，就因為 21 號要上去見房署，關於呢個鉛水事件，所以我哋 call 咗一個會，就要求金日嚟就解釋一下點解會有呢啲事發生，當時我同事先嗰嗰個會度就畀我第一次睇到嗰啲文件--嗰啲 delivery note。

問：即係你嘅意思係話嗰啲 delivery notes 係你哋開會嘅時候，你同事係攞畀你睇嘅，係咪呀？

答：係，係，但係已經係 18 號已經 send 咗畀房屋--即係已經 forward 咗去畀房屋署。

問：即係嗰開會之前就已經 send 咗畀房署咁呀？

答：係同事已經做咗。

問：因為當時即係如果我嘅理解冇錯，因為當時事件曝光之後，即係每個有關嘅機構都會相當緊張，包括你哋都會相當緊張，...

答：係，係。

問：...想知道個原因係邊度喇。

答：係。

問：我想問下，就係你話當你問金日去攞咗啲單據嘅，即係你嘅同事去問佢攞咗啲單據。

答：係我同事去攞。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：收到呢啲 delivery notes，有冇話特別再去即係追問下金日嗰邊「除咗呢啲 delivery note 之外，仲有冇啲 invoice 等等嘅其他嘅資料？」呢？

答：因為你可以睇番個 WhatsApp，因為房屋署喺 17 號係追得好急嘅，就 send 咗 WhatsApp，由 Max Wong(譯音)，房屋署嘅 BS engineer send 畀我哋嘅 BS engineer John Ma，就追呢件事，所以佢一收到，佢喺第二朝就 send 咗出去畀房屋署。

問：即係我嘅意思係話你收到呢啲咁樣嘅--即係你公司收到啲 delivery note 之後，你亦都有職員話過畀你聽收到呢四張喇咁？

答：佢冇話畀我聽，我唔知嘅。

問：唔係，你話喺開會嘅時候，有人話...

答：開會係喺 20 號。

問：即係開會嘅時候，有人話咗畀你聽就有收過呢四張 delivery notes，係咪？

答：係，冇錯。

問：你收到呢四張 delivery notes 之後，即係我嘅問題其實就係話你知道有呢四張 delivery notes 畀過嚟，你有冇再諗住進一步去查下「你呢四張 delivery notes 收咗之後，除咗呢四張 delivery notes，有冇啲 corresponding 嘅，即係有相關嘅一啲 invoices 呢？」咁，有冇你哋去作呢啲咁嘅調查？

答：冇。

問：點解呢？點解唔查下呢？

答：因為佢呢個 delivery note pass 咗畀我哋之後，我哋覺得即係對我哋嚟講，係一個紀錄嚟，但係 invoice 我哋冇--第二件事，我哋同雋景係冇生意來往，我哋係冇得查。

問：你哋亦都有去話主動問過雋景去攞有關嘅資料？

答：冇，因為我哋同雋景冇生意來往。

問：呢個同生意來往有關嘅，即係你哋如果當時係好需要去查嘅，你都可

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

以問佢㗎嘛。

答：佢未必會答我，我相信。

問：喺呢個東匯邨，東匯邨當時就似乎係冇--即係 Golden Day 係冇畀過你任何 delivery note 嘅，係咪呀？

答：係，Golden Day 話畀我哋聽就係佢係用電話落 order 嘅，佢冇 keep 任何紀錄。

問：你就相信佢呢個講法？即係你相信即係一個地盤有咁多焊料嚟過嘅，都一張單據都冇，你信佢呢個講法？

答：佢係其實都唔--因為嗰個事情個工--喺發生事情係同個工程都距離咗幾年嘅。

問：呢個同距離遠唔遠係有關係，我而家講緊就係話你問咗金日有關東匯邨「有冇單呀？」咁，佢同你講就話「冇嘞，即係呢啲電話口講嘅咋嘞。」但係榮昌佢又畀到四張嘢你嘞，但係你唔會追問佢「咁東匯嗰度點嘍？有冇嘍？點解話冇嘍？你一條邨有，一條邨又有呢？」咁？

答：其實係我哋都--其實佢講，我哋一定要信嘅，因為佢係冇就--佢話冇就有，第二件事，所以我哋都要求佢係 black and white 寫番個 memo 出過嚟畀我哋，而我哋係將呢個事情係有匯報畀房屋署聽。

問：最後我想問一問你，就住你哋同嗰個持牌水喉匠，持牌水喉匠因為我哋知道喺呢個 case 係張達欽先生，佢亦都係即係 Golden Day 個老闆。

答：Owner。

問：就住例如持牌水喉匠佢喺成個地盤嗰個建築過程，例如佢嚟過幾多次、做過啲乜嘢嘢呀咁，你哋有冇紀錄？

答：冇。

問：冇嘍。如果我哋見到就係話如果有啲物料，即係原先呈交上去咗畀水務署嘅一啲部件或者物料，有時我哋都知道喺成個地盤工程進行過程之中，可能個持牌水喉匠佢最後就作咗一個決定，就話有啲本來呈交咗嘅物料最後可能轉咗嘅，如果有啲咁樣嘅情況，佢哋需唔需要向你哋匯報？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：其實我哋係要佢分番佢呈報嘅--即係批准嘅材料--用批准嘅材料嘅，其實我 check 番呢個紀錄，其實只係有三個 mixer 係即係同原本批准嘅--即係原本入 WWO46 嘅 annex 裏面係唔同嘅。

問：我嘅意思係話喺成個工程進行之中，如果持牌水喉匠佢決定用一啲部件或者物料係同佢原先呈交畀水務署嗰個不同嘅，即係你哋公司入面即係嗰個運作嚟講，係需唔需要持牌水喉匠向你哋匯報如果真係轉咗嘅，要話聲畀你哋聽？

答：要呀，因為房屋署唔會批准。

問：即係你哋有咁嘅要求嘅，對持牌水喉匠？

答：要，因為房屋署--佢變咗如果佢就咁自己決定用，但係房屋署未批嗰個材料，咁咪一定唔會收貨。

許偉強先生：我有其他問題。

主席：唔該。不如我哋而家休息十分鐘先。

下午 3 時 37 分聆訊押後

下午 3 時 57 分恢復聆訊

出席人士如前。

保華承建有限公司（“保華”）（榮昌邨和東匯邨的總承建商）的第一證人：梁偉強（保華工程技術總監（榮昌邨和東匯邨的項目總監））宣誓繼續作供
殷先生盤問

問：梁生，我代表房委嘅。我首先想你睇一睇文件盒 B2，B2 tab 25，呢個係 581，581 頁，梁生，我想更正一樣嘢嘅啫，因為今日食晏之前，委員會問過你關於一啲係嗰啲銅喉要用咩嘢接駁方式嘅，你嘅答案當時就係話房委會係只准你哋用焊接嘅方式，錫焊嘅方式，除非係有一啲環境或者情況唔許可用焊接嘅，你記唔記得咁講過？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：係。

問：即係而家我哋講緊係細口徑嘅喉，你話大口徑嘅就銀焊。

答：係。

問：我想你睇一睇 581 頁嗰度就係講“PIPES, FITTINGS AND JOINTS”嘅，你見到嘛？

答：係。

問：呢個 PLU，咁你揭一頁，582 頁嗰度有個 PLU1.M130.5。

答：見到。

問：“COPPER PIPE FITTINGS”嘅。

答：係。

問：第 1 段就話所有嘅 fittings、joints 嗰啲嘢就要符合 BS EN 1254，你見到喇？

答：係。

問：數落去第 5 項，我想你睇一睇，佢呢度話“Use compression type fittings for pipe sizes less than or equal to 54 mm or use solder (end feed or integral) capillary fittings for pipe sizes less than or equal to 108 mm, or use brazed capillary fittings for pipe sizes less than or equal to 159 mm”，即係換句話講，可以概括嚟講，嗰度其實講緊三種口徑嘅，有啲細口徑、中口徑同埋大口徑嘅銅喉。

佢基本上就話，第一，compression type fittings 可以用喺細口徑嘅銅喉度嘅，而中口徑嘅其實係可以用三種--即係細口徑或者中口徑嘅喉又可以畀你揀用 compression type，又可以用 capillary fitting、solder capillary fittings，而大口徑、細口徑、中口徑都好，都可以用 silver brazing 嘅，呢度係咁講嘅，你同唔同意？

答：喺呢段係咁講。

問：同埋有一樣嘢係你今朝答過問題，就話銀焊係貴啲嘅，你記唔記得？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：係。

問：我好明白到你唔係一個水喉匠，所以你唔知嘅，你可以答唔知嘅，因為我嘅指示就係話其實你今朝畀個答案話銀焊同埋錫焊個價錢嗰度個分別，你今朝，如果我冇聽錯，就話一棟樓係相差五十萬嘅嘅？

答：係。

問：我嘅指示，就係話嗰個價錢只係講咗嗰個焊料上嘅價錢嘅分別，因為如果用銀焊個方式，嗰啲細口徑嘅銅喉係要用一啲厚身嘅嘅銅喉至做到嘅，你知唔知道呢樣嘢？

答：因為我係查詢，我對住委員會都講咗嘅，我係向啲水喉匠查詢，我話我個查詢係咁嘅，就係話如果--因為當時房委會都問我哋有咩嘢可以改善嘅方向，我就問佢如果係銅喉--因為我哋都問過一啲水喉匠，佢話用銅喉就唔會產生呢個鉛嘅問題，而我就問佢「如果係，貴咗幾多呢？」佢就話如果你一早--因為當時我哋都有落緊房屋署嘅標嘅，佢話「如果其實每一座，我個報價就係貴五十萬一座。」而佢講--我相信佢講係連工包料。即係不過呢個只係 for...

主席：即係包埋銅喉？

答：唔係，即係用唔用厚身嘅銅喉，佢冇講，佢只係講話「嗰座 building 會係貴咗五十萬。」但係就係咁--嗰個答案就係咁樣。

殷先生：或者我哋冇必要同呢位證人爭議呢一點，因為佢都係問番嚟。我嘅指示就係話計埋銅喉嘅--厚身嘅銅喉嘅價錢就唔止五十萬嘅。

主席：哦，唔止五十萬添，哦，唔緊要喇，即係多過五十萬。

問：梁生，我其實想同你最主要想探討嘅，就係關於你對於總承建商嘅角色嘅了解，你個證人口供話咗畀我哋聽你都有成三十幾年嘅資歷，喺建築界。

答：係。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：你同唔同意我咁講，其實從一個建築嘅項目地盤上個運作個管理嚟講個層面，承建商係最重要嘅一個人，總承建商？

答：睇下你點睇--角度點睇，因為其實每一個--成個團隊，包括則師、工程師、承建商、分包商、工人，都扮演緊佢嘅角色，我咁睇。

問：但係有兩個位置係總承建商話晒事嘅，一個就係佢點去履行嗰個主合約入面嘅規條，另外一個就係睇個場，即係嗰個業主將個場交咗畀--地盤交咗畀你，就係你睇個場嚟喇，就算業主自己入嚟--帶啲入嚟--除非佢炒咗你，一日未炒你嘅，係總承建商話晒事，邊個入得嚟，乜嘢物--燃料入得嚟、唔入得嚟，我咁講，你同唔同意？

答：某程度上同意，某程度上唔同意，因為其實我哋都要喺--如果即係你舉嘅例話邊個人帶料入嚟，即係或者要喺地盤做一啲嘢，其實我哋都要向業主--得到佢嘅同意，即係唔係話總承建商話「你喺地盤做乜都得。」唔得。

問：啱，但係我想同你探討嘅就係關於管理呢個分判商嘅問題上，因為當然總承建商理論上可以所有嘢都係用自己嘅僱員去做嘅。

答：係。

問：唔需要分判出去嘅？

答：實際唔得。

問：實際唔得，但係如果佢分判咗出去嘅時候，佢唔係話「我張主合約有關嗰個分判商嘅範疇嘅嘢寫晒落去個分判合約度，話佢照做，總承建商就話了結咗佢嘅責任。」唔係咁樣嚟嘛？

答：我有講過。

問：而其實如果有分判嘅情況之下，總承建商係有兩個環節係責無旁貸嘅，一個就係對呢個分判商嘅工作，即係包括如果佢連工包料嘅話，佢嘅手工以及佢供稱嘅物料，作出適當嘅監控，呢個係總承建商唔可以唔做嘅嘢嚟嘅？

答：同意。

問：另外作為監控分判商嘅提供嘅物料嘅質量嗰方面，亦都係配合番你管理個地盤個物料進出嗰度係構成嘅，即係我想講嘅，就係話如果你睇緊啲分判商啲乜嘢嘅物料入嚟地盤，你就會睇埋究竟間接上佢會唔會

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

帶一啲唔合規格嘅物料入地盤，你同唔同意？

答：你指係大手嘅材料，係嘅，但係如果一啲好似呢啲小五金，即係好似焊錫呢啲咁細眉細眼嘅--即係我哋講得俗啲，細眉細眼嘅材料，係唔可能咁樣，即係你話我監控咗佢就用唔到，唔係嘅，因為佢喺個袋度可以袋到入嚟。

問：梁生，我又咁問你，物料有一啲係有 specification 嘅，有規限嘅，合約度，啱唔啱？

答：啱。

問：有啲嘢係有規限嘅，如果譬如話一口釘咁，或者你一塊夾板咁，有陣時有，有陣時冇，要睇個別合約，啱唔啱？

答：你講釘就有乜，但係夾板就有。

問：但係我哋知道喺呢一個房委會嘅合約入面，喺焊料嗰方面係一定係註明有要求係符合呢個 British Standard 同埋話要用無鉛--不含鉛嘅焊料嘅，呢樣你知㗎嘛？

答：知，同意。

問：你同唔同意我咁講，而家就算你講小五金都好，其實嗰啲冇規限--冇合約規限嘅物料，同埋有合約條款規限嘅物料，應該分開唔同咁處理，啱唔啱？

答：其實我又咁樣睇，就係正如我頭先都答到個問題，就係因為焊料係雖然有規限，但係佢喺呢二十年嚟從來冇發生有咩嘢事，而合約上又有需要測試嘅時候，我哋即係會係放鬆啲嘅呢個情況，即係當時大家唔認知要測試，唔認知要監管得咁嚴。

問：嗰個我明白嘅，即係事後孔明個個都會，但係個問題就係似乎睇你嗰個--譬如我哋講番個 project quality plan 先，或者我哋再睇一睇 B6.4，你如果睇嗰個 project quality plan 15113 嗰度，呢個就講--唔係講榮昌，講另外嗰個 project 嘅，但係一樣嘅啫，如果我哋睇 15122 頁，嗰度就有講嗰個 AQCC 嗰個責任嘅，5.2.11，你睇唔睇到？15122。

答：5.2.11。

問：去到底嘅，頁底嗰度。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：係，睇到。

問：佢講畀我聽 AQCC 要做啲乜嘢，去到 d 項個度，佢就話“Checks and endorses the following items and QCM shall further inspect and endorse the forms and documents relevant items (i) and (ii) below.”，其餘講到羅馬數目字第 iv 項，即係 AQCC 要 check 嘅嘢就包括“Material delivered on Site against Approved samples”，跟住第 vii 項就係“Delivery vouchers, certificate or origin, etc.”

即係話似乎羅馬數目字 iii 度講咗“Sample submission for materials and components”，AQCC，其實佢個責任唔係話遞咗辦--如果要交辦畀房署批核，唔係話遞咗辦，講番畀個分判商聽「批咗囉喎。」咁就完，唔係㗎喎，似乎啲料到地盤嘅時候都要睇，睇係即係如果有 approved samples 就要睇 approved samples，就有 approved samples 呢，言下之意應該都睇下啱唔啱 spec.，如果有 spec.，你同唔同意我咁講？

答：我同意。

問：再應該就睇埋啲 delivery vouchers，即係啲送貨單，睇下佢所講啲嘢對唔對辦，啱唔啱？

答：係。

問：因為而家我哋可能都係用一個事後嘅態度去睇，似乎頭先許大律師問你嘅問題，你作供嘅時候，答嘅問題有少少唔係幾合邏輯，點解呢？你哋就話你哋如果總承建商自己直接購入啲物料，你到場你要睇嘅，你要 check 嘅，但係叫個分判商去買啲嘢，雖然有 spec. 啲啲，包括有 spec. 啲啲，即係我哋知銅喉有 spec.，焊料有 spec.，你都唔睇㗎喎。

答：唔係，銅喉係有 check 過嘅，即係有對過嘅，因為喺佢安咗上去都有個 mark，係要有個...

問：嗰個就係你講話做好咗之後睇咩？

答：係呀，係呀。

問：但係到達...

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：佢做緊嘅時候都睇嘅，因為有個 PASS 有個 scheme 喺度，每個月都即係會 check 嘅。

問：PASS 我返轉頭同你講 PASS。

答：好，好。

問：講一講係咪即係從個邏輯嚟講，你自己直接採購嘅話，買錯嘅機會應該細啲，啱唔啱？

答：（沒有可聽到的回答）

問：你隔一重，叫人哋--使人哋去買嘅，出錯嘅機會理論上大啲，啱唔啱？

答：咁我又--即係如果即係好坦白講，而家大家都係事後孔明，但係因為嗰個水喉其實係一個幾專業嘅行業，佢係要有持牌--個水喉匠係持牌嘅，要有牌先做得嘅，我哋亦不勝都深信一個持牌嘅水喉匠唔會擺自己個牌嚟--即係講得俗啲，係搞笑嘅，我哋都深信佢買嘅材料係適合 for 水務局嘅要求，最後，佢亦要 pass 水務局個 inspection 同埋個水樣辦嘅測試，所以呢樣嘢對我哋嚟講，我哋反為係覺得有信心。

問：個流程中，未必係單一個人或者一個單位有責任，你倚賴咗嗰個持牌水喉匠去履行佢自己嘅責任，事實上我哋接受係咁樣發生嘅，但係我想同你探討一樣嘢，就係你而家睇過嗰個 project quality plan，佢有講話 AQCC 要到場要睇啲啲--驗啲啲--核對啲啲物料，而家我講驗，唔係話拎去化驗室啲啲驗，核對佢對唔對辦、啱唔啱 spec.，佢有話淨係你自己總承建商直接購入啲啲物料就要咁做，經分判商或者持牌水喉匠睇嘅嘢就唔使做㗎。

答：因為其實又相附--兩個嘅，因為除咗呢個，個 quality plan 其實即係我哋制訂呢個 quality plan 嘅時候，係 according to 個 specification 要求同埋個 contract 嘅 requirement 嘅，其實最大嘅有一個問題存在，就係因為有一張 form，難聽啲就係 6210，佢係令到我哋係覺得啲啲材料就係測試嘅材--就要檢查嘅材料，呢個係喺當時嚟講，係困難嘅，因為其實包括 clerk of works 喺地盤都係要求我哋 check 咗呢啲嘢，就 submit 呢啲 record 畀佢。

問：梁生，你同唔同意我咁講，6210 嗰三十幾項就係房委會指定，不單只你要睇，仲要喺佢面前 check 嘅嘢？

答：同意。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：同埋要交封文件嘅？

答：係。

問：但係你頭先答許大狀嘅問題嘅時候，你都答過，除咗 6210 個啲之外，...

答：我哋要 check...

問：...你都要做個 project quality plan 去睇，啱唔啱？

答：係。

問：個道理就係因為正話你都回答咗我，好誠實咁話，就係話個場係你睇㗎嘛，你控制、監控啲咩嘢物料入嚟，合唔合格啲嘢入嚟係你要睇㗎嘛？

答：唔係，我唔係喺呢度--其實我唔係喺呢度就淨係希望話 discharge 我哋所有嘅即係 liability，即係我唔係喺呢度咁樣嘅方向，但係當時真係大家係有一個認知去切實去監管一個小五金去燒焊嘅--即係一個燒焊嘅物料，而當時大家包括房屋署、我哋成個團隊--成個 project 嘅團隊都有呢個認知去做呢樣嘢。

問：如果我咁講，你同唔同意我講呢，就話事發當日，即係 7 月之前，好多人，包括總承建商，你可能話房委會或者其他人都係，業界、行內，可能對焊料會出事呢樣嘢警覺性較為低，呢樣大家唔爭議嘅，但係你同唔同意我講，如果睇個承建商喺管理個建築項目個角色個角度去睇，其實你哋係有責任而家睇番整體，尤其是個 project quality plan，你哋係有責任，啲啲不論係分判商買咗帶入場嘅嘢，抑或係你哋自己買嘅嘢，你都有責任去確保啲啲物料--進場嘅物料係符合合同嘅要求嘅？

答：其實我可以咁樣--即係我唔係喺呢度想 argue，但係其實個問題存在，就係我想講一講嘅，就係我哋到今日都唔知道究竟係有冇啲 approve 嘅材料到咗地盤，即係如果係到咗地盤，佢係冇被採用，用咗第二隻嘅，咁係另一個 story，即係而家大家都係未清楚嘅，呢個事情。

主席：唔係，我聽唔係好清楚你個答案，你對住個咪講，好唔好呀？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：哦，好，唔好意思。

主席：你再講多次。

答：就係其實係因為嗰個...

問：我姓殷嘅。

答：...律師問我個問題就係話我哋究竟--如果我哋能夠防止咗嗰個唔合格嘅材料入地盤，就唔會發生呢件事情，但係其實我想講嘅，就係我哋到今時今日都未知道究竟係合資格嘅材料有冇到地盤，如果佢到咗，只係有人用一啲唔合格嘅材料用咗上去，咁就係另一個故事，我想講就係咁。

問：我其實頭先個問就係話你接唔接納係其實總承建商有個責任確保送入地盤嘅物料，不論係由分判商自行購買帶進場嘅嘢抑或你自己總承建商直接購買嘅嘢，你係有責任去確保進場嘅物料係符合合約嘅條件嘅要求。

答：所以我個答案就係話我哋係有去要求，有去監管，有合約上嘅要求要佢用啱嘅材料，而佢--而講呢件事情喇，佢究竟係--可能佢真係送咗合資格嘅材料嚟，正如頭先我個答案，不過只係有人用咗唔合資格材料落去啫。

問：梁生，個問題好簡單，我哋知道你喺嗰個分判商個合約度有要求指定佢要用適當嘅物料，呢個有爭議，但除咗喺嗰個分判合約入面個內容寫咗之外，你對地盤管理個環節嗰度有冇責任控制進場嘅物料令到入得嚟地盤嘅用料就係合乎合約嘅要求？

答：我哋有呢個責任嘅。

問：我仲有一個問題想問你嘅啫，一個環節，就係你頭先都講過話銅喉我哋知道事實上，雖然你而家接納你有責任物料進場嗰陣時你應該 check 一 check，銅喉呢，你就話「唔緊要，遲啲做好咗嘅時候，我都會做 PASS 嘅時候睇嘅。」你頭先咁答我，咁帶起到 PASS 嗰個位，你同唔同意我咁講，其實 PASS 嘅本質係要考核下嗰個承建商嘅能力，測試你哋嘅做承建商嘅能力，就唔係去替代你哋去覆核究竟你喺一個項目入面有冇履行到合約嘅責任呢？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：唔同意，因為 PASS 每個月都做，其實唔需要每個月都測試一個承建商嘅能力。

問：你嘅理解，如果咁樣，PASS 係愛嚟做咩嘢嘅呢？

答：PASS 係當--其實房屋署都曾經講過，係希望嗰啲工程係喺一做嘅時候就做咗佢，所以佢係 continuously 係畀一個機制出嚟，係睇下大家做嘅時候係做唔做得啱，而係佢有一個分數就係希望大家係做好嘅，一個 improvement 嚟嘅，就唔係話測試嗰個--我唔認同就係測試個承建商嘅能力，因為每個月都測試，冇意思。

問：畀分嚟嘛，啱唔啱？

答：係，但係唔係每個月都測試。

問：畀分嚟睇下第二日計你係唔係一個適合嘅承建商嚟擺將來嘅 project 嚟嘛，啱唔啱？

答：其實佢只係佔畀分--即係我哋投標裏面嘅其中一部分嚟啫。

問：但係無論如何點樣都好，承建商唔可以倒番轉頭嚟話「我靠--我倚賴 PASS 個 assessment 嚟幫我睇我有冇履行合約」嚟嘛？

答：其實唔係嘅，因為你可以睇一睇 PASS 嗰個 manual，佢係幾 comprehensive 嘅，其實我哋同金日嗰個合約，我哋 tender interview 嘅時候我都講明，我哋係以 PASS 收貨嘅。

問：咁你哋係咪話即係 PASS 唔 test 嘅嘢，你哋就唔使理，你係咪咁樣理解？

答：其實可以分兩個層面嚟講，其實喺我證人口供都講咗，合約上面嘅要求就或者係要 test 嘅嘢，我哋都會做齊嘅，因為我哋 price for it，但係有一啲發生咗嘅事，即係經常都會有出現甩漏嘅工程，我哋自己本身都會跟進嘅，因為都驚再會重複發生呢個問題。呢兩方面，我哋都係分開嚟處理嘅。

問：或者你睇睇你自己嘅證人口供嘅附件，如果你睇 G1, bundle G 嗰個，376 頁打後就係一個保華同埋金日呢個水喉承建商嘅一個合同嚟嘅。

答：係。

問：376 頁就係個封面，377 就話畀我哋聽呢個係分判工程合約。如果你

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

睇到去--揭去 420 頁，第十六項就有提到 PASS，你見到嗰度其實係講緊唔同嘅嘢嘅，佢係講--十六個個大標題嗰度就話「品質保證系統 (I.S.O. 9001)」，跟住「環境保證系統 (I.S.O. 14001) 及成績評分制度 (PASS)」，跟住將佢有個 breakdown 嘅，45 段就講品質保證系統同埋環境保證系統，46 段分開嚟講，就係講成績評分制度嘅，見到嘛？

答：見到。

問：所以品質保證，即係話嗰個品質，你做咗一樣嘢品質啱唔啱，同埋成績評分係兩回事嚟㗎嗎？

答：PASS 都係根據個品質做出嚟嘅，然後畀分，同埋其實喺--你會睇到我哋同金日嘅--不過我喺度有辦法 cross 到--應該係喺 381 頁，我哋投標面試協議嗰度，我哋都寫明，喺 06 嗰度，「以房署 PASS 的標準收貨」嘅，其實係我想講，喺呢度就係其實呢個係造成一個 standard 係令到承建商係會採用呢個 standard 去要求判頭係跟呢個 standard 去做嘢，呢度-- sorry，381 嗰個 page。

問：我想問你，好簡單，斬釘截鐵問，你履行合約係跟合約嘅 specification 㗎，抑或係跟 PASS？

答：PASS 係其中一種。

問：其中一種？

答：其中一個，其中一個要求。

問：即係唔係 PASS 就算數㗎嘛？

答：唔係。

殷先生：我有其他嘢。

主席：唔該。冇人有問題？金日冇問題？

胡先生：調查委員會，我係代表金日工程嘅，其實我有幾個問題想問一問梁生，但係我唔知道個時間，今日就會點樣？

主席：而家問喇，幾個問題，就而家問喇。

胡先生：好。

胡先生盤問

問：梁生，你好。

答：你好。

問：我主要就係有三個問題想問你嘅，第一個問題就係關於你證人嘅證詞第 29 段，我知道你有兩份主要嘅證詞嘅，但係就係我係講緊 2015 年 11 月 11 號關於榮昌邨嗰份證詞，應該就係 bundle 嘅 323 頁。

答：Okay。

問：你搵到嘛？

答：搵到，搵到。

問：Okay，裏面講到就係話，第 29 段第三個 sentence，“The project team of PYGC did not participate in the inspection by the Water Authority as advised by the licensed plumber. According to him, the inspector did not require the main contractor’s attendance as PYGC had no role to play during the inspection.”

你呢一度，我頭先讀畀你聽嗰兩句嘅第二句--唔係，第一句你就話嗰個 licensed plumber 就叫 Paul Y 唔需要參與水務署嗰個 inspection。第二句，你就話根據呢個持牌水喉匠，嗰個水務署嘅 inspector 就唔需要 main contractor 嘅參與，即係唔需要 Paul Y 嘅參與。我想請問你呢度講嘅持牌水喉匠係邊一位持牌水喉匠？同埋佢同你哋公司嘅邊一位人講過話唔需要佢參與？

答：就兩個，因為我想講一講，就係我本人 manage 啲 project 嘅時候，係我哋都好希望我哋嘅同事或者我自己本身都參與最後政府有關相關部門或者係其他電燈公司嗰啲，佢哋最後對嗰個工程嘅測試，因為我哋咁樣可以知道究竟而家最 update 嘅 standard，同埋我哋做錯咗咩嘢，喺第二個 project 會做好嘅。咁喺呢兩個 project，我係曾經要求我嘅 BSE 係問過翁生，即係持牌水喉匠嘅代表。

問：問邊一位話？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：翁生。

問：問翁生？

答：問翁生，就係話因為都係翁生約水務局嘅幫辦嘅，據我所知，咁問我哋可唔可以喺呢個 inspection 度係參與咁樣，而係我哋得到嘅答案係我哋唔需要參與。

問：但係你應該知道翁生其實唔係持牌水喉匠本人？

答：但係喺成個 project 度，即係據我所知，約水務局嘅幫辦同埋翁--都係一路都係翁生處理嘅，所以我哋係問翁生。

主席：等陣。呢個 project，呢個榮昌邨呢個 project，實際上你哋公司嘅人有沒有曾經同過張達欽先生係有任何嘅 dealings 呢？即係有任何嘅轉讓、接洽諸如此類嘅呢？

答：有嘅，我本身都有同張達欽係譬如喺地盤碰過面或者通電話。

主席：你嘅 understanding 就係你了解到張達欽先生先至係呢個持牌嘅水喉匠嚟㗎嘛？

答：我知嘅。

主席：但係你哋所有嘅--基本上可唔可以咁講，day-to-day 嗰啲 operation 絕大部分就係同呢位翁先生係接洽嘅？

答：冇錯。同埋就算翁生同水務局聯絡都係翁生去聯絡。

主席：得。我哋知道翁生其實係呢個--就你所知，我哋見到你寫佢係 project manager，我哋又見到嗰個 subcontract 寫咗佢係呢個 project director，實際上呢個翁生喺呢一個金日裏面係扮演乜嘢嘅角色？

答：佢扮演係處--其實佢係代表--當張達欽唔喺地盤嘅時--冇到地盤嘅時候係扮演--佢係代表張達欽同埋金日去處理呢個 project，處理個 project。

主席：即係總之張先生唔喺度，就佢話晒事㗎喇？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：係。

主席：事無大小，你哋都可以搵佢啲喇？

答：係。

主席：得，好。得，繼續。

問：梁生，根據你頭先所講，就你自己本人同翁生接洽嘅，即係關於呢一個 inspection 呢一個--水務署嘅 inspection 呢件事？

答：其實係喺我記憶喇，因為都係幾年前嘅事，就係將近完工嘅時候，我哋係有一個會議，就搵咗翁生嚟，就問一問佢「而家要入 WWO46 part IV 啲喇，我哋啲 builder's works 有咩嘢會阻住你，會影響到水務局嘅 inspection 呢？」咁樣，喺期間，喺嗰個會議上面，我哋都提出話「當你約到嘅時候，我哋都想去一齊去參與呢個睇即係水務局嘅 inspection」。

問：梁生，你嘅意思係當時你本人有參與呢個會議？

答：有。

問：呢個會議有冇紀錄？

答：冇。

問：如果我而家--我話畀你聽--如果我而家向你指出，就係話呢一個水務署嘅 inspection，其實如果有 main contractor 或者有 Paul Y 嘅配合或者係參與，其實係做唔成嘅，因為譬如話因為個地盤都係屬於呢個 main contractor 控制嘅，譬如話要 access 某一啲地方亦都需要 main contractor 嘅配合，就算連開軚咁簡單嘅動作，其實如果有 main contractor 嘅參與係做唔到嘅，你同唔同意我嘅講法？

答：所以我哋就有嗰個會議問 builder's work 有咩嘢要配合、有咩嘢安排，不過我頭先講嘅 participation 喺呢個 inspection 係講我哋跟住水務幫辦一齊行、一齊睇，呢個係同我哋安排 access、安排軚嘅運作去配合係兩件事嚟。

問：但係如果你唔係一齊都有去睇嘅話，咁你點樣安排到呢啲 access 呢？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

答：嗰個安排...

主席：呢啲唔使講，係咪呀？呢啲使唔使畫公仔畫出腸呀？

答：主席，我嘅意思其實就係話佢呢一度所講呢一個 main contractor 有...

主席：個 physical inspection，巡每一層樓嘅時候，呢度有咩嘛，當然我要畀你入地盤，嗰啲梗係要喇，係咪？啱唔啱？如果我唔畀個證你，你連地盤都有得入喇，話知你水務幫辦喇。

胡先生：係喇，但係如果佢要每一層樓去嘅時候，揸輦嗰個其實都要係 main contractor 去做。

主席：兩件事嚟嘅呢啲，係咪呀？你即係...

胡先生：即係我淨係想指出，就係話佢...

主席：大題目我畀你問有問題，不過呢啲咁樣樣咁細眉細眼嗰啲問落去都冇意思喇，係咪呀？

胡先生：Okay，明白嘅。我只係想指出佢其實係有參與咁解嘅啫。

主席：參與嘅程度係去到邊度，不如你問，係咪？

胡先生：係。

主席：就唔係有冇參與，參與嘅程度，佢而家就係講緊實際嘅巡查，參與程度佢哋就有份，當然要配合佢哋入嚟巡查，咁佢梗係有份喇。

胡先生：Okay，或者我問我第二個問題。

問：我第二個問題就係話都係喺你嘅證人證詞入面第 93 段，其實呢一段喺頭先剛才嘅 cross-examination 嗰度即係都有 touch on 過，入面就有講就係話有一啲--其實佢個原本嗰個概念就係喺第 90 段嗰度出現嘅，就係話喺個 schedule 1 入面有幾個 item，item (3)、(4) 同埋 (6)，okay，就係嗰啲 mixers 嚟嘅，就係後來就係轉咗，就係轉咗嘅時候就係你哋係擺到 Housing Authority 嘅

approval。

跟住喺第 93 段，你就話--喺 92 段嗰度你就話呢啲咁嘅即係 alternative 嘅 mixers 就係 submitted to and approval by the Housing Authority，喺第 93 段，你就話“the main contractor is not privy to the communications between the Water Authority and the Licensed Plumber. It was only after this ‘lead water’ incident that I became aware that the Licensed Plumber did not inform the Water Authority of the corresponding amendment to the Annex to Form WWO46.”

你呢度就話個持牌水喉匠就有同水務署講過或者溝通過關於轉咗呢啲龍頭嘅，其實你哋有冇通知過個持牌水喉匠其實呢啲龍頭係轉咗？

答：即係因為個持牌水喉匠係佢負責去安呢啲龍頭嘅，我哋係分發--由我哋買，分發畀佢去安裝嘅，佢係完全知道--好肯定佢完全知道呢個龍頭係轉咗牌子。

主席：呢個 mixers 係你哋自己買嘅？

答：係，冇錯。

問：但係因為呢個 mixers 係你哋...

胡先生：Mr Chairman，你講得好啱。

問：因為呢個 mixer 係你哋自己買，但係即係話你哋轉咗呢個 mixer 嘅時候，其實你有冇通知過個持牌水喉匠其實係換咗一個㗎嗎？

答：因為其實個故事又講番轉頭，就係喺 sample submission --唔係，喺個 sample floor 做嘅時候，點解會要換呢三個 mixer 呢？其實我當時都有參與嘅，就係因為則師就發覺原本我哋即係入咗水務局嗰個批嗰個，即係嗰個開關掣係太近墻，會刮到手，即係安嘅時候，開嘅時候，會傷到手，所以則師就話要換過一啲 model 係令到唔會咁

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

odd 去搵到對手嘅，而嗰陣時換同埋都係要水喉匠喺嗰個 sample floor 嗰度參與幫手去換，所以呢個水喉匠係一定知道，同埋佢到最後去安裝大樓--成個大樓，我哋發貨畀佢安裝嘅時候，係佢去安裝嘅。

問：但係安裝嘅人同埋嗰個持牌水喉匠本人可能係唔同一個人嚟㗎嘛。

主席：等一陣先，等一陣先，唔該。

你講緊係 sample flat...

答：Floor -- sample room。

主席：Sample room，你哋成個 floor 嗰陣時候，就發覺個 mixer 有啲問題，就要轉過另外一隻？

答：係。

主席：於是你哋公司就買過一隻新嘅？

答：係。

主席：就叫...

答：水喉匠喺度安裝，就畀則師睇嘅。

主席：...plumbing 嘅 subcontractors？

答：Contractors，係。

主席：就用呢一隻新嘅 mixer？

答：係喇。

主席：好喇，你哋同呢個 plumbing subcontractors 話用新 mixer 嘅時候，你哋係同翁先生講吖，抑或同張先生講吖，抑或點樣樣呢？

答：翁生，我好肯定佢係知道呢個--應該係通知翁生嘅。

主席：好，於是就佢哋嗰啲 subcontractors 嗰啲 workers 就於是就喺

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

嗰個 sample floor 或者 sample flat 嗰度就裝咗呢個咁嘅 mixer 上去？

答：係，係。

主席：跟住房署嗰啲 project architect 就 approve 喇？

答：咗，係。

主席：Approve 咗之後，跟住你哋就去大手入貨喇？

答：我就畀金日去安裝。

主席：畀金日去安裝？

答：係。

主席：你個問題係問乜嘢？

問：如果我同梁生講，如果我而家同你講話其實個持牌水喉匠係根本上從來唔知道你轉咗個 mixer 嘅？

主席：等陣先。你代表個公司就同第二啲有少少唔同，因為你個 licensed plumber 又係金日嘅老闆，第二啲我就唔敢講，你就係 exactly the same person，所以你就--老老實實，如果你 hind behind 個 corporate veil，我就唔接受嘅。

胡先生：我有諗住 hind behind 個 corporate veil，Mr Chairman。

主席：咁你直接問就仲好，如果你話 licensed plumber 就係一個人，金日又係另外一個人，金日嘅工人又係另外一個人，所以大家唔知大家做咩嘢，咁...

胡先生：唔係，我唔係咁嘅意思，Mr chairman，係喇，我嘅意思主要我嘅--我想 make 嘅 point 主要就係話佢哋其實轉咗個 mixer，就佢哋可能有畀過個--即係安裝嘅人可能係裝緊一個新嘅 mixer，但係佢哋係未必知道係轉咗個 mixer，嗰個 mixer 係從原本嘅 specification 係轉咗嘅。

主席：邊一個唔知先？

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

胡先生：安裝嗰啲人。

主席：安裝個工人就可能絕對唔知，啱唔啱呀？因為到最後可能係幾十個水喉工人就走去裝唔同嘅 mixer，不過你話金日唔知，我就擺個 question mark 喺度先，如果你話註冊水喉匠，如果喺第二啲情況之下就有機會唔知，不過 vis-à-vis，因為金日同埋呢一個張達欽同埋呢一個金日就係基本上就係同一個人或者都係呢一個人出嚟，咁唔知，就我又擺一個 question mark 喺度囉。

胡先生：係喇，因為我嘅 instruction，Mr chairman，就係金日工程--張達欽又好，金日工程又好，係唔知道轉咗呢個 mixer 嘅，因為保華...

主席：得，等陣，你而家話畀我哋聽--唔係，你而家話 put 出嚟，就係話金日係唔知道換咗呢個 mixer 嘅，係咪咁呀？

胡先生：金日工程同埋張達欽先生...

主席：係喇，分開兩樣嘢先，金日呢間公司佢話係完全唔知道換咗呢個 mixer，咁你點答呢？

答：我唔認同。

主席：唔認同，得。第二個問題就係話張達欽亦都本人，本人呀，佢本人係唔知道換咗呢個 mixer 嘅，你又點答呢？

答：我知道喺地盤換呢個 mixer，我哋會係通知「而家用咗呢一隻唔同牌」--舉例，唔同牌子嘅，係通知--即係會係搵翁生嘅，而張達欽先生話佢唔知，我就有辦法否定，但係有一個問題就係因為張 WWO46 part IV 係佢簽嘅，佢簽之前，理論上佢係要 check 清楚所有嘅安裝--佢安裝嘅所有嘅配件、所有嘅牌子。

主席：WWO part V，係咪呀？你講。

答：Part IV。

主席：Part IV，得。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

繼續。

胡先生：Okay，我有其他問--關於呢一點，我問完。我最後嘅一條...

石先生：主席，我有一個 pre-existing 嘅 medical appointment，我可能要 excuse myself，呢個係 Mr Khaw 會完成...

主席：你走先，唔緊要。繼續。

問：Okay，我最後一個問題就係關於你嗰個證人嘅證詞就係第 103 段，即係 bundle 嘅 page 342 頁，即係去到第二頁嘅，嗰一段嘅第二頁，就係話(2)嗰一段，就話“Prior to the commencement of the plumbing installation works, PYGC did require Golden Day to submit their proposed lead-free solder for onward submission to the HA for approval.” -- sorry.

主席：繼續。

問：呢一段，其實根據你頭先所講嘅，你即係呢個晏晝啱啱 lunch break 之後嘅 evidence，其實呢個已經係唔正確，係咪？

答：而家係改咗--即係呢個係我哋能夠確認嘅係我哋要求佢入樣辦，入 pipes and fittings。

問：但係就有特別係關於 lead-free solder...

答：所以喺今朝改咗嘅，嗰個 wording。

問：好，明白。

胡先生：我有其他問題，Mr chairman。

主席：好。冇人有問題？冇覆問？冇嘢問？

麥先生：There is a matter. We have now got clearance for the documents that required consent. They are

available. If they could be put up briefly. (Handed). Perhaps I could just explain. The documents relate not to Wing Cheong or Tung Wui but to Sha Tin, which is a completely different project. But the short point that emerges -- the letter is from my solicitors, Deacons, to those of the Commission, Lo & Lo, and it was seeking the consent, if necessary, of the Commission, but I am grateful and pleased to say that the Housing Authority have consented to the release. The document is the one found on page 4 of the bundle, annex A. I just ask for that, please, a few pages. Thank you. The next page.

麥先生補問

問：Mr Leung, you are familiar with this document?

答：對唔住，唔係，因為我呢個沙田嘅 project 已經唔係我 manage 嘅，而家。

問：Please look at it. You will see that Paul Y is the contractor and it is dated 17 December 2015; yes?

答：係。

問：And the architect then gives an instruction in relation to the Sha Tin project, and it's called "Revised specification for quality control of fresh water inside services, cleansing/disinfection...", et cetera. It reads: "I hereby issue the list of revised specification clause for quality control of fresh water inside services... [et cetera, in relation to Sha Tin] ...

2. This is a revision to enhance in detailing the procedures for compliance with WSD circular letter 2/2012 and incorporation of WSD's latest requirement under WSD circular letter 1/2015. There should be no time implication as a result of this site instruction,

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

cost variation if any should be assessed by PQS separately. In case you disagree, please notify ... with reasons in full."

Is this instruction a variation required by the Housing Authority, directed to Paul Y?

答：係

問：Under the contract, a variation is payable by which party, in those circumstances?

答：如果有錢嘅影響嘅，cost implication 嘅時候，就應該會係由業主去支付嘅。

問：Correct. Without going through it in any detail, you will see immediately after that document is a document dated 18 August 2015, which is the revised specification, and I won't go through that in any detail at the moment.

There follows the Hong Kong Housing Authority Specification Library summary of changes, and again, that's a 13-page document and I won't go through that. There follows another amendment to the Specification Library.

If you would come, please, to the last extra document, which is annex B, and by estimation it's about ten pages from the end. Do you see a letter from Paul Y dated 23 December 2015 to the contract manager, section 4 of the Housing Authority? It's a letter from Paul Y; do you see that?

答：Appendix B?

問：Annex B, the first document. Annex B.

答：附件 file 嘅...

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

主席：First document.

答：Okay, annex B, sorry, 我 locate 唔到。

主席：冇喎。

答：係，冇。

問：It should be on the screen. Do you see that now?

答：Yes.

問：So it is dated 23 December 2015, and it's addressed to the contract manager, and it's signed by the project director. And what Paul Y has done is to attach, for comment and approval by the CM, a revised project quality plan, incorporating the corresponding measures in response to the various additional inspection and testing requirements. Do you see that, Mr Leung?

答：睇到。

問：If you turn just to the next page, please -- and I am grateful to the Secretariat -- here we have the specific quality assurance plan, and you will see that it's been prepared by and reviewed and approved by a number of people, including ultimately the project director, and this now incorporates various amendments consistent with the variation that the customer had required earlier. Do you see that?

答：係，睇到。

問：Lastly, please, if you come across to annex C, there are extracts from the general obligations under the contract. You have seen that; it's a familiar document?

答：睇到，睇到。

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
VA
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

問：The point that I am wishing to emphasise is that Paul Y, once it received the variation obligation imposed by the customer to introduce updated and enhanced obligations, testing for lead and the wider water quality regime, immediately responded by altering their project quality plan to comply with the variation?

答：係，做咗，即刻做咗。

麥先生：Thank you, sir.

主席：Thank you。有冇人有跟進問題？冇咩嘛。好，唔該晒，畀完口供喇喇，咁我--等一陣先。你係咪想佢返去-- Mr Khaw，係咪想佢出番去搵下究竟有冇 e-mail --...

許偉強先生：嗰啲 e-mail，係。

主席：...個 e-mail correspondence approve 咗嗰個 FRY...

許偉強先生：嗰個 sample submission，係。

答：我會返去搵一搵，搵清楚嘅。

主席：你返去搵一搵，梁先生，如果你搵到，就麻煩你聽日...

答：可唔可以畀多一日？

主席：我可以畀多一日你嘅，如果你搵到，你就交界你嘅律師，好唔好呀？

答：好，唔該，好。

主席：暫時我哋都唔會有問題問你住。

許偉強先生：除咗個電郵之外，因為梁生都有提及過有啲 memo。

主席：Memo 同埋 e-mail...

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

許偉強先生：係，或者--係喇，係。

主席：即係個 physical...

答：係，總之就係嗰啲 correspondence to --同金日嗰啲。

主席：係喇，即係通知話你哋--...

答：批咗出去嘅。

主席：...即係房署已經批准咗嗰個 submission 咁啲啲。

答：得，得。

主席：係。

胡先生：唔好意思，其實我講漏咗一樣嘢，頭先，就係我頭先問梁先生--
sorry，我點樣開番呢個咪？我頭先問梁先生嘅問題就係關於嗰個佢
第一份證詞嘅，但係其實佢第二份證詞有同樣嘅兩個 paragraph，
其實我嘅問題係 apply to both statements 嘅，就係咁樣。

主席：明白，明白，得，好。除咗呢樣嘢，冇喇嘛？

胡先生：冇。

主席：冇，得。我哋聽朝早 10 點再繼續，唔該。

2016年1月4日

下午4時55分聆訊押後

C Monday, 4 January 2016 C

(10.02 am)

D (Transcript of simultaneous interpretation D

E except where otherwise specified) E

CHAIRMAN: Let's begin with Paul Y.

F DR McCOY: (In English) Good morning, Mr Chairman and F

G Commissioner. We move into the second year of this G
H Inquiry today. H

I Just before I call Mr Leung Wai Keung, the witness I
J for Paul Y, could I just bring to your attention one or J
K two matters that have happened since he filed his K
L witness statement? L

M It is now known that Prosperity, the M
N sub-subcontractor, delivered delivery notes to N
O Golden Day, Paul Y's subcontractor, and those delivery O
P notes stated that the materials, the solder, was P
Q lead-free. Q

R It is also now known that in November 2015, R
S an employer of Prosperity made a witness statement, and S
T the witness statement says that the four invoices sent T
U to Golden Day by Prosperity were for leaded solder. U

V Now, there is plainly a serious and material V
discrepancy between the two sets of documents, between
Prosperity and Golden Day. Paul Y has anxiously, since
it learnt of this, been seeking to obtain answers. We

now know that Mr Yung Kwok Choi from Golden Day resigned from that company in August 2015, and we know that Mr Cheung Tat Yam, the other director, is separately represented from Mr Yung.

Now, I simply raise this as a preliminary scenario that will need, I imagine, to be explored, because on the face of it, there are significant and serious documents that are irreconcilable.

With that, I would now wish to call Mr Leung Wai Keung, with your permission. I will ask Mr Hui to take the burden of reading the statement.

CHAIRMAN: (In English) Yes.

DR McCOY: (In English) Thank you.

MR LEUNG WAI KEUNG (affirmed)

Examination-in-chief by MR HUI

MR HUI: (In English) Mr Leung, I am now about to read your witness statement made for Wing Cheong Estate, dated 11 November 2015. Please pay attention.

(Introduction and paragraphs 1 to 101 were read in English)

I pause here, Mr Chairman, and for the benefit of the Inquiry, I am about to read a table which has four columns.

"(1) Inspection of the fresh water plumbing system.

PYGC's staff: BS engineer, BS co-ordinator, site foreman.

Steps taken to discharge their responsibilities and ensuring the safety of drinking water: The BS engineer, BS co-ordinator and site foreman conducted inspection of the plumbing works on a daily basis to ensure compliance with the main contract requirement, and also the pressure tests after installation.

(2) Construction and installation of the fresh water plumbing system.

PYGC's staff: Nil.

Steps taken to discharge their responsibilities and ensuring the safety of drinking water: As mentioned in my response to question 2 above, PYGC subcontracted the plumbing works to Golden Day and undertook only a supervisory role over the construction and installation of the fresh water plumbing system.

(3) Approval/certification of completion of the fresh water plumbing system.

PYGC staff: Nil.

Steps taken to discharge their responsibilities and ensuring the safety of drinking water: The prerequisites for the completion of the fresh water plumbing system were to obtain approval of Part V of WWO46 from WSD and the final project completion certificate from HA.

(Paragraphs 102 to 103 were read in English)

I pause to say that I am about to read another table. There are three columns.

"PYGC's staff: (1) BS engineer, site foreman, ACQQ.

Steps taken in ensuring that (a) the work in connection with the construction and installation of the plumbing materials was carried out by workers with sufficient training and qualifications ...: Under SC133 of the Special Conditions of the Main Contract ...

Golden Day ... was required to employ at least 85 per cent of skilled plumbers on site for the project. The records of the trade tested workers employed by the specialist plumbing subcontractor were submitted to HA.

Steps taken in ensuring that (b) only approved and lead-free plumbing materials which comply with contractual requirements, statutory and non-statutory requirements will be used in the construction and installation of the fresh water plumbing system.

(2) PYGC's staff: BS engineer, BS co-ordinator AQCC.

Prior to the commencement of the plumbing installation works, PYGC did require Golden Day to submit their proposed lead-free solder for onward submission to the HA for approval.

(3) PYGC's staff: Project manager.

The project manager reviewed material submissions for the plumbing materials (which complied with the

C contractual, statutory and non-statutory requirements) C
D for the approval by Housing Authority.

E (4) PYGC's staff: Officers of the purchasing E
F department.

G As mentioned above, the sanitary fittings and mixers G
H were directly procured by PYGC. PYGC's officers in the H
I purchasing department were responsible for the I
J procurement of the approved sanitary fittings and J
K mixers. PYGC's purchasing department had a system to K
L select and evaluate the suppliers (including suppliers L
M for the plumbing materials) to ensure that the suppliers M
N are of satisfactory performance. Please see section 7.1 N
O of the project quality plan ... O
P

L Upon approval by the Housing Authority, the project L
M manager arranged with the officers of the purchasing M
N department to procure the approved sanitary fittings and N
O mixers from PYGC's approved list of suppliers. Upon O
P delivery of the sanitary fittings and mixers, I refer to P
Q the measures adopted for the checking and inspection of Q
R materials delivered on site in paragraphs 39-42 above." R
S

Q (Paragraphs 104 to 111 were read in English) Q

R "I confirm the contents of this statement are true R
S to the best of my knowledge and belief. Dated the 11th S
T day of November 2015."

T (Via interpreter) Mr Leung, have you had the T
U
V

opportunity to listen to my reading of your statement
dated the 11th day of November 2015?

A. I have.

Q. Would you like to add anything or change anything?

A. There are two points.

Q. Please do so now.

A. Page 10, paragraph 45, the fourth line from the bottom,
I think there is the omission of the word "not". It
should be "if joints had not been installed".

Q. Yes?

A. The second point is on page 25, number (2) of the table,
"Golden Day to submit their pipe and fittings", not
"lead-free solder".

Q. Anything else?

A. Nothing else.

Q. Would you adopt the statement I read out just now, the
statement dated the 11th day of November 2015, as your
evidence?

A. I will.

MR HUI: (In English) Mr Chairman, I wonder if you would be
happy for me to progress to read the second statement,
albeit it I will not be reading the second statement, to
do with Tung Wui, in its entirety. I will adopt what my
learned friend Mr Ambrose Ho has done before, in
stipulating the differences between the Wing Cheong

C Estate and the Tung Wui Estate. So it would be C
relatively short. If you prefer, I can do that before
D the break, if any. D

E CHAIRMAN: (Via interpreter) Why don't we take a morning E
break first, so you can discuss what the next step will
F be. A break for 20 minutes. F

G (11.28 am) G

(A short adjournment)

H (11.55 am) H

I CHAIRMAN: (In English) Mr Hui. I

J MR HUI: (In English) Mr Chairman, I will now actually go to J
K Mr Leung's second witness statement for Wing Cheong K
Estate. K

L (Chinese spoken). L

(Introduction and paragraphs 1 to 8 were read in English)

M (In English) Mr Chairman, I am going to pause for M
N a moment so that everybody can see these delivery notes. N
O This is an email from Golden Day to John Ma Hon Yiu, O
17 July 2015. I will read:

P "Dear John, P

Q Attached DO and WSD approval letter for your action Q
and record.

R Thank you for your kind attention. R

S Golden Day -- Patrick Wong." S

T And earlier that day, another email, slightly lower T

C down:

"Dear Mr Yung,

D

As spoke, could you please furnish us records of the
captioned for our information in response to recent HD
concern.

E

F

Thanks!

G

John."

H

We see the actual delivery notes as mentioned:

I

DN98079, on page 1167; DN9404, page 1168. We can see
the date of these delivery notes. Where we are on the
screen is 16 June 2012, and of interest is that inside
the contents in the centre, the second item is
"(Chinese spoken)".

J

K

L

We can go to DN100744. That's further down, on
page 1174. This is dated 28 February 2013. Note the
third item down in the centre, "(Chinese spoken)."

M

N

No more, Mr Chairman. That's the four of them.

(Paragraph 9 was read in English)

O

We can go to that email, please. That's page 1171.

P

It's an email from Ma Hon Yiu John to the HA,
Mr Max Wong, dated Saturday, July 18, 2015, at 10:46 am.

Q

"Dear Wong Sir,

R

Copy of form WWO46 and relevant DOs are attached for
your information.

S

Regards,

T

U

V

John."

Lower down is the earlier email exchange between
Golden Day and John Ma, dated 17 July 2015, at 9:37.

We can go back to paragraph 10.

CHAIRMAN: (Via interpreter) What does "DO" stand for?

MR HUI: (In English) Delivery orders.

CHAIRMAN: (In English) Thank you.

MR HUI: (In English) "10. I understand that the Commission
had requested Prosperity to produce a witness statement
to answer various question from the Commission. In
answer to those questions, Prosperity produced a witness
statement of Chow Ka Ping dated 26 November 2015 ... COI
bundle S1 pages 12 to 22."

We can take a look at that.

Let's go to paragraph 12, and I will read from the
main statement because it refers to paragraph 12:

"Paragraph 12 of Chow's statement suggests that
Prosperity had only supplied 50 per cent lead flat
solder sticks and silver brazing sticks ie leaded solder
to Golden Day for the Wing Cheong Estate ... In this
regard, the relevant invoices issued by Prosperity have
been produced at appendix H to attachment D to Chow's
statement. (COI bundle S1 pages 217 to 225). The
relevant description in those invoices is
(Chinese spoken)."

Let's go to S1, page 217. S1, page 223. We note that the delivery address is (Chinese spoken), and it is from Prosperity. What is being invoiced? There's only one item in the middle, note: "(Chinese spoken)."

Go to page 218, please. We see, Mr Chairman, the delivery address is the same. The date is 16 June 2012. It is from Prosperity. There are now two items in the middle, but the (Chinese spoken) is still there.

Page 221. This is another invoice, dated 12 November 2012. The delivery address is the same. There are two items in the middle, and we see the same solder.

We note also, insofar as these three invoices, Prosperity invoice Golden Day, (Chinese spoken), which is not Paul Y General Contractors.

Page 222. There is another Prosperity invoice, addressed to Golden Day, the same delivery address, the date 28 February 2013. The last item in the middle, we see the same solder.

"Prosperity's invoice numbers IV94104, IV98079, IV101629 and IV100744 (COI bundle S1 pages 217 to 225) appear to correspond to the delivery notes."

Mr Chairman, we have just seen those.

"However, whilst the delivery notes provided by Golden Day show that non-leaded solder was delivered to

the Wing Cheong Estate site, the invoices however show that leaded solder (and curiously, of the same quantity) was delivered to the same site.

I notice from the witness statement of Mr Cheung dated 9 November 2015 that Golden Day now claims that it no longer keeps any documentation relating to the purchase or delivery of the soldering materials. (COI bundle L1 page 13.)"

Mr Chairman, we see on the screen, that is Mr Cheung's witness statement.

"I further notice from Mr Yung's statement that he made no mention of the Wing Cheong Estate nor the delivery notes provided to PYGC referred to in paragraph 9 above."

Can we have paragraph 9, please?

(Paragraph 14 was read in English)

"I confirm the contents of this statement are true to the best of my knowledge and belief.

Dated the 8th day of December 2015."

(Via interpreter) Mr Leung, did you have a chance to hear what I read out, which is the entirety of your witness statement? It is dated the 8th day of December 2015.

A. I did.

Q. Would you like to change anything or add anything to it?

C A. One point, please. Paragraph 6, the title of John Ma C
D should be "building services engineer" instead of D
E "building services co-ordinator." E

E Q. Anything else? E

F A. Nothing else. F

F Q. Would you adopt the statement just read out, and your F
G correction, as your evidence to the Commission? G

H A. I will. H

H MR HUI: (In English) Mr Chairman, I now have an expedited H
I version of the Tung Wui statement. The Tung Wui I
J statement is also dated 11 November 2015. There are J
K name changes and slight changes of dates. I will not K
L read them out. I will simply notify the Commission, and L
M where there are substantial changes, I will read them M
out. out.

M CHAIRMAN: (In English) Yes. M

N MR HUI: (Via interpreter) Mr Leung, I will now read out N
O your witness statement on Tung Wui Estate. It is also O
P dated the 11th day of November 2015. It was signed by P
you. you.

Q Please listen carefully. When I do so, if there are Q
R names or dates changed compared to your previous R
S statement on Wing Cheong Estate, I will point those out, S
T but I will not read out things that are identical to the T
U Wing Cheong statement. U

T

U

V

C (In English) Mr Chairman, paragraphs 1 to 6 are C
substantially the same. I will read paragraph 7:

D "The project involved amongst others the D
E construction of two non-standard domestic blocks E
F (... with 28 to 33 storeys). Golden Day Engineering F
G Company Limited ... was engaged by PYGC as its G
H specialist plumbing subcontractor to carrying out the H
supply and installation of the water supply system."

I Paragraphs 8 to 18 are substantially the same. I
I will read from paragraph 19: I

J "On 19 July 2010, the Water Authority then gave its J
K approval for the commencement of the installation work K
L by issuing Part III of form WWO46 ... and thereupon L
M Golden Day (for pipes and fittings) and PYGC (for M
N sanitary fittings) each instructed their respective N
O suppliers to arrange for delivering of the approved O
P plumbing materials to site. Please see COI bundle P
Q pages 22550 to 22622 for the relevant purchase orders, Q
R delivery notes and inspection records of the plumbing R
S materials (not including the approved FRY lead-free S
T solder). There are however no purchase orders for the T
U FRY lead-free solder because, as I understand it from U
V Golden Day, these orders were made casually over the V
phone ... Further, and as stated in Golden Day's
12 September declaration, as the subcontract had been

completed for more than 3 years, Golden Day no longer retains the relevant delivery notes of the FRY lead-free solder. Please see COI bundle pages 22682 to 22696 for inspection records for material compliance as signed by the architectural quality control co-ordinator ... upon delivery of materials."

Paragraphs 20 to 29 are substantially the same.

I go to paragraph 30:

"The licensed plumber then arranged for cleansing and disinfection of the plumbing system and an accredited laboratory 'Enviro Labs Limited' to take two water samples from the installed plumbing system. Please see COI bundle page 22772 for the water examination report from the laboratory."

Paragraphs 31 to 40 are substantially the same.

I go to paragraph 41:

"Section 9.2.4 of the project quality plan concerns materials delivery and handling, which refers to a process flowchart in appendix IV appended to the project quality plan. Upon delivery to site, the materials would be checked against the site materials requisition form and delivery note by the storekeeper and the AQCC. Upon passing the visual inspection by the storekeeper, the materials would be transported to storage or awaiting for testing when required."

Paragraphs 42 and 43 are substantially the same.

I go to paragraph 44:

"As soldering materials (as a component of (Chinese spoken)) were generally perceived as a relatively minor item of material for the plumbing works, never did such an item of material, in my years of contracting experience in the Hong Kong construction industry occur to me (or anyone in a similar capacity) to be one demanding scrutiny particularly where there is no testing requirement stipulated in the contract."

Paragraphs 45 to 59 are substantially the same.

I go to paragraph 60:

"Upon the contract manager's satisfaction that the main contract works were substantially completed, the architect would issue certificates of sectional completion for the main contract works and in this case he certified sectional completion of the main contract works respectively on 30 May 2011 ... 13 December 2011 ... 15 December 2011 ... and 17 January 2012 ... respectively."

Paragraphs 61 to 105 are substantially the same.

I go to paragraph 106:

"To address the residents' concern over the possibility of water contaminated by lead in the supply system, PYGC has completed the installation of the

temporary water supply to the lift lobby on each floor of Wui Sum House and Wui Yan House in the estate. WSD is now carrying out water sample test. PYGC adopted this scheme under the WSD inspection requirements to ensure that the quality of water supplied to the lift lobbies comply with WSD's standard, namely ..."

The rest of paragraph 106 is the same as the previous, and the rest of the paragraphs are substantially the same as the previous.

CHAIRMAN: (In English) Thank you.

MR HUI: (Via interpreter) Mr Leung, do you agree with what I read out as your statement for Tung Wui Estate?

A. I still would like to make those two points of correction, please, as I did with Wing Cheong.

Q. Please do so now.

A. Page 10, paragraph 45.

Q. Okay, paragraph 45.

A. The ninth line from the top, "if joints had not been installed"; please add the word "not".

Q. Okay. There should be the word "not".

A. The second one, page 24, within the table, number (2), the third line, "proposed pipe and fittings for onward submission".

Q. So the two words "lead-free solder" should be crossed out and replaced by "pipe and fittings". Anything else?

A. Nothing else.

Q. Mr Leung, would you adopt the statement I just read out
as your evidence on Tung Wui Estate to the Commission?

A. I will.

CHAIRMAN: (In English) Yes?

DR McCOY: (In English) Mr Chairman, there is one small
additional item that is currently the subject of
discussion between myself and the Housing Authority. It
relates to a matter that you presently are not aware of,
but there is a confidentiality clause and the parties
are seeking to resolve that.

On the assumption it can be resolved, which
I earnestly believe will be the case, I would then wish
to ask Mr Leung to simply make a very short piece of
additional evidence. It's nothing dramatic, but I want
to respect the confidentiality that Paul Y owes to the
Housing Authority, until it's resolved. Thank you.

CHAIRMAN: Do you have other questions for him?

MR HUI: I don't have other questions for him.

Cross-examination by MR KHAW

MR KHAW: Mr Leung, first of all, I would like to ask you
about your work experience and background. From your
statement, in 2006 you joined Paul Y, and starting from
2014 you became the technical director?

A. Yes.

A	<i>Annex: Realtime English Transcription based on floor / Simultaneous Interpretation</i>	A
B	Commission of Inquiry into Excess Lead Found in Drinking Water	B
	Day 31	
C	Q. In your statement, you said that you have had 30 years	C
D	of experience. Before you joined Paul Y, did you work	D
E	in private contractor companies?	E
F	A. I did.	F
G	Q. What position did you hold?	G
H	A. Project director.	H
I	Q. In your statement, you mentioned that within your work	I
J	experience, you took part in over 20 public housing	J
K	estate works.	K
L	A. Correct.	L
M	Q. Let me refer to your statement. G1, page 319,	M
N	paragraph 5.	N
O	A. Are you referring to the statement of Wing Cheong or	O
P	Tung Wui?	P
Q	Q. The one on Wing Cheong.	Q
R	A. (In English) Okay.	R
S	Q. Paragraph 5. You said you have managed more than 20	S
T	public housing projects, including those of the Housing	T
U	Authority. Among those 20 public housing projects, you	U
V	said those included those of the Housing Authority, but	V
	apart from those under the Housing Authority, what other	
	projects were there?	
	A. Some Housing Society projects as well.	
	Q. For now, we will concentrate on Housing Authority	
	projects, but later on I might have some questions for	

A	<i>Annex: Realtime English Transcription based on floor / Simultaneous Interpretation</i>	A
B	Commission of Inquiry into Excess Lead Found in Drinking Water	B
	Day 31	
C	you on Housing Society projects.	C
D	For Housing Authority projects, looking at your	D
E	experience, you should know the specifications of	E
F	Housing Authority contracts; right?	F
G	A. Yes, I have some knowledge of those.	G
H	Q. With regard to the water supply system in buildings, the	H
I	construction and the supply of materials, with regard to	I
J	the Waterworks Ordinance or Waterworks Regulations and	J
K	the requirements therein, you should have certain	K
L	knowledge of those?	L
M	A. I am not very familiar with the Waterworks Ordinance.	M
N	Q. On the fresh water plumbing system, the British	N
O	Standards must be met. Do you know that?	O
P	A. Yes, I do.	P
Q	Q. Over the years, you have been aware of the British	Q
R	Standards in the HA projects; right?	R
S	A. HA projects have always adopted British Standards.	S
T	Q. And on the requirement of the use of lead-free solder	T
U	for the projects, when were you aware of that	U
V	requirement?	V
	A. I didn't know about that through the specifications.	
	I knew about it through a tender interview with the	
	licensed plumbers, but I can't recall exactly when.	
	Q. Was it a matter of a few years ago?	
	A. Yes, probably.	

Q. For Wing Cheong Estate project, before that project, were you aware that non-lead solder is to be used?

A. Yes, I was aware of that.

CHAIRMAN: Excuse me, let me interrupt. You mentioned "tendering interviews". What kind of people did you meet?

A. In our subcontracting process, we would conduct a tendering interview. We would ask our subcontractor what kind of new requirements are in place, and some licensed plumbers mentioned that.

CHAIRMAN: So it wasn't Golden Day; right? You knew about it before already?

A. Yes.

MR KHAW: From your years of experience in the field, you were aware that lead-free is to be used, and one of the reasons is that -- were you also aware that lead is harmful to health?

A. I knew that lead is poisonous.

Q. The reason for using non-lead solder for plumbing works is that if lead components are used, the lead leaching into water might -- the lead might contaminate the water? From a common sense perspective, do you agree with that?

A. Yes.

Q. I would like you to look at page 332 in your witness

statement on Wing Cheong Estate. In paragraph 68, you mention the tender documents of the main contract and the subcontracts, and you said in these tender documents there were no specific terms or provisions pertaining to the construction of the project to ensure that drinking water will be lead-free and safe. You said you could not find any specific contractual terms or provisions warning against the risk of lead leaching into the drinking water. That's what you said here. But from your years of experience and your knowledge on the use of lead-free soldering material, would you agree that, as technical director of the contractor, you would not allow the presence of lead or heavy metals in drinking water after the completion of the project?

A. If I knew about that, I would not allow that to happen.

Q. So even though there is no contractual term or provision, this should not be allowed; right?

A. If I knew about it, I would not allow it.

Q. I would like to know more about your collaboration with Golden Day, when you worked for Paul Y. When did you first commission Golden Day as your plumbing subcontractor?

A. Personally, it started with Ngau Tau Kok Upper Estate.

Q. When was it?

A. Starting from around 2006.

CHAIRMAN: What about Paul Y as a contractor?

A. I was only responsible for public estate projects. For private developments, I cannot provide any information at the moment.

CHAIRMAN: Yes, I understand. Whether it's a public or private development, when did Paul Y start using them as your plumbing subcontractor?

A. As I know, they were involved in private developments as well, but as for the dates, I have to go back and check.

CHAIRMAN: So by 2006, you are sure that they were involved?

A. Yes, because the Ngau Tau Kok Upper Estate project was one I personally managed.

MR KHAW: In choosing the plumbing subcontractor, including Golden Day, have you adopted a competitive tendering process?

A. Yes.

Q. One of the main considerations included past collaborations, whether you have faith in their track record?

A. We have an approved list of subcontractors, and our subletting department would shortlist five to six subcontractors.

Q. Five to six; right? Are they all plumbing subcontractors?

A. Yes. Upon my approval or my colleagues' approval, the

project would be tendered out, but not all of them might submit tenders eventually, it really depends on their case load at the moment.

And after conducting tendering interviews which I mentioned just now, I would take part in the interview with my frontline team. We would assess the technical viability, the current case load and track record in making our decision.

Q. When did you start using this approved list?

A. It started before I joined Paul Y.

Q. Before Paul Y had this approved list, had you worked with Golden Day?

A. I am not sure whether we had collaborated before, according to this list.

Q. After you joined Paul Y, as far as you know, apart from Golden Day -- well, let's just focus on HA projects or HA's public estate projects -- have you ever commissioned any other subcontractor for the plumbing works?

A. Since I joined in 2006, we had used other plumbing subcontractors for HA's projects.

Q. So, apart from Golden Day, you have used other subcontractors?

A. Yes.

Q. In the tendering process, the plumbing subcontractor had

to submit quotations; right?

A. Yes.

Q. Generally speaking, for plumbing works, when I look at your subcontracts, apart from materials provided by Paul Y, for plumbing works in general, subcontractors have to provide the materials as well as the workmanship; right?

A. That's only for plumbing works and small fittings.

Q. Let's look at one of the exhibits of your witness statement, G1, page 383. On page 383, it's a tender interview agreement. As I understand, over the course of tendering, you would meet the tenderers and you would agree on certain provisions. If the tender is successful, then these provisions would form part of the subcontracts.

When we look at paragraph 27 on the page, the subcontractor has to refer to part (D) of the Special Conditions of Contract, and the total quotation must include the works particulars and requirements listed in the Special Conditions of Contract. For example, the bills of quantities, no quotation is required for bills of quantities, and the total quotation submitted by the subcontractor must include all requirements and details listed in part (D), and no future claims would be permitted.

Let's look at page 430. For the first part, 1(a),
it says:

"All works items under this contract must include
workmanship and materials, including machinery and
tools, unless otherwise specified."

So this refers to the plumbing works in the
subcontract. Apart from materials or tools specified,
the subcontractor has to provide all its materials. So,
in the quotation process or the tendering process, was
the subcontractor aware that in the main contract --
were they aware of all the requirements or material
requirements under the main contract? Were they aware
of that?

A. Yes, they were, because we would provide the full set of
specifications and plans before they submit quotation.

Q. So you would give them a full set of specifications;
right? Apart from the specifications, what about other
contractual provisions in the main contract? Would you
show them those provisions?

A. Which provisions are you referring to?

Q. Apart from the specifications, would you show them
preliminaries or other parts?

A. For preliminaries, are you referring to the agreement
with the Housing Authority in the main contract?

Q. No. In the tendering process, would the subcontractors

explain the materials under the main contracts? Would they tell you the estimated cost for these parts, or would they just give you a lump sum, or, for example, the total unit cost or the total project fee?

A. I cannot disclose a lot of details for the project, but usually we would provide a breakdown under the bills of quantities. But I cannot say for sure.

Q. The BQ refers to the bills of quantities under the main contract; right? For materials not mentioned in the BQs of the main contract, in the tendering process how do you determine whether the prices quoted are reasonable?

A. Usually, we would conduct back-to-back projects.

According to the BQs with the Housing Authority, the subcontractor would look at the scope before submitting bids, so there are no conflicts.

Q. I am not referring to conflicts, but when you look at the bills of quantities, they would stipulate the materials required?

A. The BQs would stipulate things like the cost per foot for the pipes, and for the SMM, they have certain standards. For bigger pipes, the components or joints might not be included, but for small pipes, no breakdown would be provided. So the QS and the plumbers would understand that and they would continue with their work.

Q. I would like to understand something. Say if something

is not specifically stated in the BQ, then in plumbing works, some of these items may have to be used, but they are not mentioned in the BQ. For those materials, how do you determine whether the quotations from the subcontractors are reasonable? What do you base on?

A. There is a preamble in the QS, and it will state what is included in any unit price, what materials or requirements have to be included. So, when they make quotations for unit prices, they know this very well. Say, for example, a small pipe, the components have to be included, and they will have to know 1 metre of small pipe would have to include the components as well.

Q. Yes, I know, but when you read their quotations, how do you decide for yourselves whether the quotations are reasonable and acceptable? How do you decide that?

A. When the QS considers the prices, they have a market price in mind. They know very well -- like if a small pipe with components, they would know whether the price is reasonable.

Q. Okay. Let us look at your statement, paragraph 73, Wing Cheong Estate. Paragraph 73 talks about the subcontract, and you say that there is this clause. You said that you have back-to-back contracts. In the main contract, Paul Y has certain duties and obligations to the HA, and you say that the subcontractor will have to

bear the same duties and obligations.

A. Correct.

Q. Let us now take a look of the wording of that clause, page 377. This is the preamble of the contract. Let us look at the signatures. The contractor, with regard to all the terms and conditions of this contract and also those relating to the main contract and also the duties and obligations of the subcontractor, you have completely studied those and understood those, and the subcontractor has gone to the site for site visit, to make sure that all the unit prices are correct. If there are defects in the future, you can't say that you want a correction because you did not know about the main contract. This is what you are talking about, that the subcontractor also has to undertake the duties and obligations that you have towards the Housing Authority?

A. Correct.

CHAIRMAN: "PD" is project director; is that correct?

MR KHAW: Correct.

On page 404, you have the same requirement. Let us take a look at page 404. Let us look at (c). This is the subcontract. Let us look at 1, the nature of contract, 1(a); can you see that?

A. Yes, I do.

Q. The contents of this contract are made on the basis of

the main contract. Everything will be based on the main contract. And both parties confirm that all the benefits under the main contract would belong to this company, and that the subcontractor has to also discharge the duties and obligations of the main contractor. That is vis-a-vis the Housing Authority.

A. Yes.

Q. I would like to ask you this question. You have this subcontract which delineates the scope of duties and obligations, meaning that the subcontractor has to shoulder the same duties and obligations. But would you agree with me in saying that, even if you have the subcontract, Paul Y still has to ensure that the materials you submit to the HA and the work processes and also the workmanship, that you still have to ensure that these would comply with the main contract; do you agree?

A. Yes, I agree.

Q. You just also said that in the tendering process, you would also allow the subcontractors to have the specifications?

A. Yes.

Q. I would like to ask you this question. Before you sign the subcontract, will you have another discussion with the subcontractor about the actual specifications and

the actual materials that have to be used? Do you do that?

A. It is not that we would meet the subcontractor only once. We meet him or them a few times. But as to the specific materials, and what materials are to be used, talking about pipework, usually, right at the beginning of the contract, the subcontract will be signed, but then the subcontractor only comes on at a very late stage. So, at that time, we would not place any emphasis on the materials to be used. We would not place too much emphasis on what brands of materials are to be used, because it is only when they are actually used on site, the materials that you decide earlier on may not be available.

Q. When you first answered my question, you said you would meet the subcontractor a few times to talk about the material specification in the main contract.

A. Sorry, let me interrupt. We do not only talk about materials. We would also cover safety, manpower level. So we have a few meetings.

COMMISSIONER LAI: I would like to ask a question. You talked to the subcontractors. You said that at very early on, you would decide on the jointing method, whether it is by soldering or mechanical methods?

A. For HA projects, I have never used another method to

joint copper pipes.

COMMISSIONER LAI: But you are actually allowed to use other methods?

A. Well, about this contract, the first thing is that everybody uses soldering, but if you look at the contract, you still have to use soldering method. The HA states in the contract that you can use other methods when you cannot use the soldering method.

COMMISSIONER LAI: But for Housing Society projects, do you use other methods to joint pipes?

A. I used other projects in private projects.

CHAIRMAN: Not soldering?

A. Well, I still used soldering, but I used silver as the solder material.

COMMISSIONER LAI: Then why did you use those other methods?

A. Because in private projects, the pipes are hidden in walls. If there is leakage, the defect rectification will be very difficult, so they would use silver as the soldering material, and it is much more secure.

CHAIRMAN: We have heard from the HD that you could use silver, but then you have to go to a much higher temperature.

A. Correct.

CHAIRMAN: You might also need to use another special tool.

Another reason for the HA not to use silver, it was said

A *Annex: Realtime English Transcription based on floor / Simultaneous Interpretation* A

B Commission of Inquiry into Excess Lead Found in Drinking Water Day 31 B

C that because if the temperature is so high, the copper C
D pipes would become brisk, and there would be a higher D
E chance of water leakage. So that goes against what you E
F just said. Is that right? F
G A. Well, I understand that copper can be subject to G
H hardening, but in my discussion with private licensed H
I plumbers, they are not aware of this, it seems, and they I
J have said that it is more secure. J
K CHAIRMAN: So you mean the theory may not be the same as the K
L practice? L
M A. Correct. M
N MR KHAW: You just mentioned that there are a few stages N
O where you would discuss with the subcontractor. You O
P would talk about safety and other things. You talk P
Q about these different stages. What are those stages, Q
R please? R
S A. That's in the entire tendering process. They would put S
T in their bid. We would select one or two bidders, to T
U meet them. Then, when we meet them, we will discuss U
V these matters, to see what they can offer. V

Q. You mentioned the specifications. You said that in the
process of discussion, you would not specify
a particular material or soldering material.

A. Well, to be very frank with you, from my experience, we
never talked about soldering material.

CHAIRMAN: Before we break for lunch, I would like to ask you this. You said that for HA projects, you have to use the soldering method, unless it is technically not feasible, and that is to use tin; right? In the specifications, there is the mention of silver, but you would never use it?

A. No, we would use silver for large diameter pipes of 100 millimetres or above.

CHAIRMAN: But for small diameter pipes, you would not use silver?

A. Well, that is the industry practice.

CHAIRMAN: You talk about industry practice. Are you talking about the projects for HD?

A. Yes, I am talking about projects for HD.

CHAIRMAN: First, it is quicker to use tin?

A. Well, time-wise, I have not made any comparison, to be frank with you, but it is more expensive to use just silver. After this incident came about, I asked the plumbers, and they say it would be \$500,000 more for one block if you just use silver.

CHAIRMAN: We understand, if you use tin, FRY 99C has a melting point of 240 degrees.

A. Yes.

CHAIRMAN: And we know that the other silver solder, it requires a temperature of 700 degrees. What about the

time required? If we talk about a small copper pipe,
the same copper pipe, if you talk about doing one joint,
how much time would be used, for either material?

A. I asked the plumbers and I only repeat it as hearsay.
They say you have to have very skilled people to do it.

CHAIRMAN: You mean to use silver?

A. Yes. If it is a very skilled worker, the time required
would not be very different, but if you are not
a skilled worker, the time required would be very
different.

CHAIRMAN: Let us break for lunch. We will meet again after
lunch. Thank you.

(12.59 pm)

(The luncheon adjournment)

(2.34 pm)

MR KHAW: I would like to take up with you the submission of
sample materials to the Housing Department.

Previously, we discussed with other developers
regarding the piping materials, the sanitary fitments.
In the main contract, it is based on PLU1 and PLU2; you
must be aware of that. Regarding the piping fittings,
this is in PLU1. Regarding sanitary fitments, they are
in PLU2; you must be aware of that?

A. Yes, I am.

Q. Now, for PLU1, with certain exceptions, generally only

documents will need to be submitted and not the samples themselves. Are you aware of that?

A. For sample submissions, I have a colleague who is responsible. I am not too familiar with PLU1 and not requiring submission of samples.

Q. Let's take the soldering materials, for instance. We understand that under the main contract, there is no need to submit samples to the Housing Department for approval. Do you know this?

A. Yes, I do.

Q. We also know, from your statement, that Paul Y may not be required to submit these samples, but you did do so.

A. Yes.

Q. In the light of Paul Y's experience, when did you start having this practice in place regarding soldering materials? Notwithstanding that they are not required to be submitted, you submitted them nonetheless; when did you start this practice?

A. I am not sure.

Q. Right, you are not sure. Now, let's say soldering materials, there is a schedule 1 in your statement, and there are certain components in PLU1 for which samples were submitted.

My question is, for Housing Department and the Housing Authority, did they request or instruct Paul Y

to submit samples for all these components, like the soldering materials? Did they ever instruct you or request you to submit samples to them for approval?

A. Let me put it this way. After the incident, we did go back on the record. For Wing Cheong Estate, the sample submission scheduled, the first version did include the submission of soldering materials. After submission, we would do the updating. We updated the schedule and we included the material. So it is hard for me to say whether it was the Housing Department or it was Golden Day, or whether it was Paul Y who did it.

Q. So you did the audit trail search, but you are not certain who initiated this?

A. Right. On record, Paul Y, in the first sample submission schedule, it didn't include the soldering materials. The schedule was put together by Paul Y. So my understanding is that Paul Y wasn't the one to initiate it.

Q. Let's refer to schedule 1 in your statement. G1, page 348. Let's take a number of them -- you don't have to go through them one by one -- on this page, (1) and (2), the ductile iron pipe and fittings, they belong under PLU1 materials. Number (2), also under PLU1, the brazing rod jointing copper pipes fall under PLU1. There is a need to submit some physical samples.

(7) and (8), also (12), the flanges, also under PLU1. (16), wire FRY lead-free solder, and also the Powerflow flux.

So you are saying that you look back on the record, when you first made a submission, it didn't include the FRY solder material. It was subsequently that you made a submission, and all together you submitted all those materials?

A. Right.

Q. Let me put this to you. During the course of investigation into this incident, you said you were not responsible for the submission yourself. Did you ask the relevant colleagues? I notice that in the submission form to the Housing Department, it was AQCC who was responsible for the submission. Did you find out from him as to what materials were selected to be submitted?

A. Yes, I did enquire with them. They said that when submissions were made, they would notify the PM of Golden Day, for him to make preparation for the materials, and then they will have the whole sample board ready, and they would fit the pipes on the board, and then they do the checking and then submit the information.

Q. If there is a need to get the samples, then you would

notify Golden Day?

A. Yes. In the subcontract, Golden Day is responsible for the plumbing materials. Now, when it comes time for sample submission, we would ask them to get the samples ready. We would not specify what materials, like pipes or copper pipes or whatever. They would get everything together.

Q. Yes, they would get everything together. As regards the solder materials and the submission of samples, and you saw the need to make the submission, did you ask the AQCC colleague as to who made the decision to submit the solder materials?

A. I did ask, but I didn't get any conclusive reply.

CHAIRMAN: What do you mean, no conclusive reply?

A. Well, they said that one of the colleagues remembered that it was the request of the Housing Department, but the AQCC seemed to remember that it was Golden Day that passed on the samples. So we haven't got a conclusive reply.

CHAIRMAN: In either case, it wasn't Paul Y that initiated the kind of solder materials for submission?

A. Right.

MR KHAW: Am I right in saying this? In schedule 1 here, there are 17 materials. I have mentioned some of them before lunch -- the PLU1. Would you agree with me in

saying that for PLU1 materials, under the contract there is no need to submit physical samples, but at that time, for certain PLU1 materials, you submitted the samples -- would you agree that Paul Y saw the need to submit physical samples for these materials?

A. I don't think Paul Y considered this fact. When

Golden Day made the submission, we would just pass on the materials.

Q. In your submission, you talked about the minor hardware items, the nuts and bolts. As far as you understand, they would not be submitted?

A. Right.

Q. In the main contract, while there was no need to require submission of samples for solder materials, but you did make the submission. Would you agree that that would ensure that certain models would be confirmed, so when it comes to purchasing there would not be any misunderstanding as everybody would know what model to purchase?

A. I agree.

Q. Also, in the preliminaries of the contract, I wouldn't refer people to it, it is said that one reason for submitting physical samples was that when there was the physical sample submitted to the HD, which would approve it and keep it there, when actually a batch of materials

A	<i>Annex: Realtime English Transcription based on floor / Simultaneous Interpretation</i>	A
B	Commission of Inquiry into Excess Lead Found in Drinking Water	B
	Day 31	
C	come along, they can be checked against the physical sample. Do you agree that this is one of the reasons?	C
D	A. I would like to ask what you mean by comparison. Is it	D
E	going to be done by Paul Y or the Housing Department?	E
F	Q. Well, we are talking about the main contract. If the HD	F
G	wants to do a comparison, do you think that was one of the reasons why?	G
H	A. Well, yes, it would facilitate comparison by the HD.	H
I	Q. Then does Paul Y also have to do a comparison, say for example you know a certain material has to be used and	I
J	you are responsible for providing the material	J
K	concerned, are you also responsible for doing the comparison?	K
L	A. Well, we also keep a record of sample materials, for cross-reference.	L
M	Q. So you agree?	M
N	A. Well, we don't necessarily have to use the sample kept by the HD.	N
O	Q. If the HD has given the approval, you can also do your own comparison?	O
P	A. Yes.	P
Q	Q. Referring to an earlier point made by you, we are still	Q
R	talking about soldering materials, the sample soldering	R
S	material, before you submit it to the HD, your staff	S
T	should tell Golden Day that they should prepare the	T
U		U
V		V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

samples; is that right?

A. Let me repeat. We would ask Golden Day to prepare sample submission, and that is all materials that are their responsibility, but we do not specify that you should also prepare a copper pipe or soldering material sample.

Q. Okay. Talking about the components they are responsible for submitting samples, will you tell them that with regard to a certain material or a component, which brand they should use?

A. No.

Q. So it's up to Golden Day to decide and then submit it to you?

A. Yes.

Q. Is this step also for your AQCC to discuss with Golden Day?

A. In terms of sample materials, it is our building services engineer and our engineers to liaise with Golden Day. When the sample is here, the AQCC would be responsible for checking it and submission to HD.

Q. When you liaise with Golden Day during the process of investigating into the incident, which person in Golden Day do you liaise with?

A. Mr Yung.

Q. Okay. You liaised with Mr Yung. He would submit the

samples to you. Is it that at the same time, he would also submit the relevant documents, including test reports, to you?

A. Yes.

Q. Then, through your AQCC, checking will be done and you will submit the samples to the HD, which will check the materials against the specifications and then they will approve them?

A. Yes.

Q. When the HD has checked the soldering material with the brand FRY, will Paul Y reconfirm with Golden Day that the soldering material and other materials have been approved? Will you liaise with Golden Day again after approval by the HD?

A. Yes, we will. We will do it through email. So we informed the subcontractor.

Q. Who issues the emails?

A. The site agent.

Q. When you investigated into the incident, did you try to locate such emails?

A. We tried, but we couldn't.

Q. Okay, you couldn't find them. So you checked your computer records but you couldn't find any such emails?

That is, emails regarding the informing of the subcontractor after materials were checked and

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

confirmed?

A. No. I was talking about our emails to Golden Day.

Q. Well, yes.

A. We couldn't find them.

Q. From what you know, you issued emails to Golden Day.

That was what you said; right? What about you

personally: did you read those emails?

A. No.

Q. Then how would you know that your company issued emails
to Golden Day?

A. Because after the incident I went to the site to talk to
our staff, to know what happened and to try to
understand what happened.

Q. You mean your site staff? Who are they?

A. PM, site agent, AQCC, BS engineer.

Q. So they told you that after the HD approved materials,
they did send emails to Golden Day?

A. Well, yes, they said they informed Golden Day.

Q. Who told you it was by email?

A. The site agent issued emails, and they also issued
memos, because each subcontractor would have
a pigeonhole at site and the memos would be put into the
pigeonholes, the pigeonholes at site.

Q. You are talking about memos. You mean your site staff,
if they had told Golden Day's staff about materials

approved, they would write a memo to confirm that?

A. Yes.

Q. Just now, you said you couldn't locate the emails. Did you try to locate the memos?

A. Well, I can try again, because this happened two or three years ago, and they might not have stored this in the hard disk, because these data may not be important to them, but I will try again.

Q. Because, from what I know, after this lead in water incident was exposed, you did some internal investigation, because the HA required you to do that?

A. Yes.

Q. From your preliminary report, a few months have lapsed. So you still are not able to locate the communication with Golden Day after the materials were approved?

A. Well, we tried to locate them at that time. Because the HD did not require us to inform the subcontractor of the approval of materials, so we did not try very hard to locate the communication.

Q. Okay. You said you asked your staff, including the BS engineer and site agent, and they told you that Golden Day was informed?

A. Yes.

Q. But then you could not find the documents. Before you came to give evidence today, did you consider asking

your staff to come here and give evidence themselves?

Did you consider that?

A. No, I didn't.

Q. Another question. You said your staff told you that Golden Day was informed about materials having been approved. Now, I would like to know, between approval of materials and construction, actual construction at site -- now, before that happened, were there briefing sessions conducted by your company for Golden Day, for example, and their workers, to tell them which materials are to be used and that they should confirm and ensure that only those materials are used?

A. Well, if you talk about materials, they would have been submitted by Golden Day. They must have been informed or else they wouldn't be able to order the materials. From what I know, we would not have briefed the workers of which materials have been approved.

Q. Okay. Talking about materials control, in your witness statement -- let us refer to the one on Wing Cheong Estate. That starts with page 325, this is on material control, from paragraphs 39 to 44. I have a few questions on these paragraphs to ask you for the sake of clarification.

In paragraph 39, you said you knew that the HD or HA had this form 6210. In your witness statement, and also

from page 465 in the annex, you listed that out. You said that you needed to do material check and document check, according to form 6210. There are 30-odd items in that form, and you said, in paragraph 39, near the end, that the copper pipes and fittings and soldering materials do not fall within the materials to be checked in the form. So you say these materials would not be subject to the above checking procedure. There will not be material check or document check on soldering materials; right?

A. Yes, correct.

Q. Let's take a look at paragraph 40. You said:

"(In English) In addition, in order to ensure the quality of the main contract works and as a requirement under specification preliminaries ... PYGC had in place a project quality plan for the project which had been submitted to the project architect for comment and received no adverse comments from him."

So you are saying the project quality plan has been shown to the HD and the HD did not find it unsatisfactory in any way, so you adopted it?

A. Yes.

Q. Am I right in saying this: talking about paragraphs 39 and 40, in paragraph 39 you talk about form 6210, and in form 40 you say "in addition to form 6210". In other

words, Paul Y did not only follow form 6210, because in addition you also formulated a plan which was also approved or endorsed by the HD. This is the project quality plan which has to do with material control. In other words, you formulate the plan and you follow it; is that correct?

A. Correct.

Q. Then you refer to different parts in the project quality plan, section 7.2, et cetera.

Let us take a look at some specifics of the project quality plan. Let us take a look at the project quality plan. First, the one for Wing Cheong Estate. I think that one is more detailed.

B6.4, page 15126, paragraph 7.2. You refer to that in your witness statement. 7.2, "Material control". I would like you to look at 7.2.1. It says:

"(In English) All materials shall be procured upon approval and delivered as per delivery schedule. Storekeeper is responsible for preliminary receiving inspection upon delivery and arranges storage, transportation of materials to working area. Project engineer is responsible for testing to materials, whenever required."

First, I would like to ask you, you talk about a storekeeper, is it the keeper at the entrance of the

A	<i>Annex: Realtime English Transcription based on floor / Simultaneous Interpretation</i>	A
B	Commission of Inquiry into Excess Lead Found in Drinking Water	B
	Day 31	
C	site?	C
D	A. No.	D
E	Q. Who is the storekeeper?	E
F	A. The storekeeper is the one who takes delivery.	F
G	Q. Yes, the one who takes delivery. Where will he be	G
H	stationed, then, on site?	H
I	A. He would be stationed where the inventory is. There is	I
J	a flowchart there. Some of the arrows are not clearly	J
K	shown here. Let's start from the left, nonetheless:	K
L	"(In English) PM to obtain approval of materials as	L
M	per the time frame in the schedule.	M
N	[Project manager] (Chinese spoken) to arrange with	N
O	purchasing department to procure and deliver materials	O
P	on time."	P
Q	(Chinese spoken):	Q
R	"Storekeeper to receive materials upon delivery."	R
S	And he would consider whether the materials are	S
T	acceptable or not, and then he will receive the	T
U	materials upon delivery.	U
V	Q. So that's in your quality plan, regarding material	V
	control.	
	Having read that, my question then is, in 7.2.1, you	
	said all materials delivered on site, it doesn't matter	
	where the materials came from, all materials would be	
	subject to this procedure; is that right?	

A	<i>Annex: Realtime English Transcription based on floor / Simultaneous Interpretation</i>	A
B	Commission of Inquiry into Excess Lead Found in Drinking Water	B
	Day 31	
C	A. No.	C
	Q. Can you elaborate, please.	
D	A. We did conduct a review during the internal	D
E	investigation.	E
F	Q. We are dealing with the materials procured by the	F
G	procurement department. In the third box, "PM to	G
H	arrange with purchasing department to procure and	H
I	deliver materials on time."	I
J	So in 7.2, it is your company that procures the	J
K	materials. It is only these materials that would be	K
L	subject to 7.2?	L
M	A. Yes.	M
N	Q. What about materials not procured by your company, when	N
O	materials are delivered on site; what does the internal	O
P	guideline say?	P
Q	A. Well, there are not that many materials that are not	Q
R	procured by Paul Y. But, for this incident, the pipes	R
S	and the solder materials are purchased by the	S
T	subcontractors, and we don't check these materials.	T
U	Q. Right, you don't check these materials.	U
V	A moment ago you said that for the materials that	V
	are covered by the subcontractors, you would not	
	normally check them?	
	A. Right. Copper pipes, there would be markings there.	
	When the BSEs check the installation, they would check	

them as well.

Q. Generally speaking, the subcontractors would purchase their own materials, copper pipes and so on, and you would also procure your own materials. When they are delivered on site, they would be subject to the same procedures. Would there be the same procedures that apply to all these materials before they would be allowed in?

A. For construction site materials, they would have to give us prior notice one day in advance before delivery, because we have to arrange a spot for them to be stored, so we would consider whether materials are coming prematurely. They have to fill in an access form for the delivery.

Q. As regards the access form, you may have materials procured by you and the subcontractors. Would they be subject to the same access form?

A. You can't really put it this way. For pipes, yes, but for minor hardware items or the filler metals, the minor items, maybe not.

Q. So, as far as you know, for the filler metals, let's say the solder materials are part of the filler metals, you would not normally check them?

A. Yes. No, we don't normally check them.

Q. You would not have any document checking, you would not

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

A
B
C
D
E
F
G
H
I
J
K
L
M
N
O
P
Q
R
S
T
U
V

have any sample checking; is that right?

A. In Tung Wui Estate statement, you can see that there may be some piping and fittings. We would ask Golden Day for samples for submission to the Housing Department. But for Wing Cheong Estate, there was no requirement and we didn't ask for them.

Q. Let's look at the quality plan for the time being. There is a document attached, and that is the on site materials requisition form. If you look at B6.4, page 15215.

A. Yes.

Q. Here, this is the site materials handling manual. Have you ever seen this before?

A. I'm not sure about it.

Q. Have you ever seen it?

A. No.

Q. All right. Let me take you through it. This manual, if you take a look at 1.5 to 1.6, if you can refer to the page, 1.3 there -- this is regarding the responsibilities of the relevant officers.

Let's have a look at 1.1, the purpose: all the control materials on the site will have to fulfil the following conditions. To make sure they will be taken delivery and that the record has to be complete.

1.3: the relevant officials have certain

responsibilities. (a) says that during the course of work, all the documents relating to the materials, including the delivery and the record of the materials, the storekeeper and the officers taking delivery -- I think this is the storekeeper that you were referring to -- they will have to keep record of all these documents and they have to make sure that the record would be complete.

So, for 1.3, it doesn't make any distinction between what materials there are. All materials would be subject to this control of the storekeeper.

A. I think what it means is that, say for instance, for the WCs, the mixers that we procure, when we distribute them to Golden Day for installation, we have to have proper record for all of this. In fact, the Housing Department did require us to submit the record. We have submitted a folder to them. We do have the records regarding Wing Cheong Estate.

Q. You said that we are not talking about what materials. We are talking about materials that you procure.

A. We are talking about the materials that we procure for distribution to the subcontractor for installation. We have to have a record of this. So we have to have a record of the materials being distributed.

Q. You talked about the valuable materials, but it doesn't

A *Annex: Realtime English Transcription based on floor / Simultaneous Interpretation* A

B Commission of Inquiry into Excess Lead Found in Drinking Water Day 31 B

C say "valuable materials"?

D A. Basically, we are talking about materials that we procure, Paul Y procures, for distribution to the subcontractor for installation. D

E

F Q. That's your interpretation, isn't it? F

G A. Yes. G

H Q. When this document was put together, you said that this document is only applicable to materials procured by Paul Y. Is that what you mean? H

I A. Just looking at 1.3, yes. But I'm sorry, I haven't read this document in detail, so I don't think I can answer this. I

J

K Q. Were you involved in the compilation of these documents? K

L A. No. That was the QA department. L

M Q. Before you came for the hearing, did you ask them about this document, as to what materials this document would apply to? Would it just apply to your materials or the materials of the subcontractors? M

N

O Let me put another question to you. In your statement, page 327, paragraph 43: O

P

Q "(In English) As for the pipes and fittings and (Chinese spoken) for the plumbing works, they were procured by Golden Day ..."

R

S These minor hardware items, they were procured by Golden Day? S

T

U

V

A. Yes, entirely by Golden Day.

Q. Talking about these minor hardware items, Paul Y would undertake a high-level supervisory role, and you would rely on the subcontractor for compliance with the regulation.

Paragraph 44. In the light of your experience in the trade, these are not the kind of materials that would be scrutinised. So, as you said, they were not subject to checking.

A. Right.

Q. In this material on site, a material handling manual -- B6.4, page 15218. Here on this page, 15218 -- you haven't read this in detail, but let me take you through this. 3.2.5, in this manual, it covers the minor hardware items. 3.2.5 in the DN, delivery note, those who don't understand English will have to notify the project manager or assistant project manager for assistance. When the storekeeper receives the notice about materials being delivered, PM has to be notified to arrange for stock to be stored, and then all the suppliers and all the relevant people will have to be notified. Then (b): the transport workers will have to store them or to put them in categories. It is very stringent. Then it moves on to say that the volumes would have to be checked, the batch number would have to

be checked, and in the delivery note, a stamp will have to be put there to say that this has been checked and received, and if there are any damages in store, due notification will have to be made.

It seems, with regard to the minor hardware items, you say you only undertake a high-level supervisory role, but it seems that doesn't align with a manual that your company itself formulated.

A. No. In my witness statement, I was only talking about minor items for plumbing works, but in this site manual, we are talking about other minor hardware items, for the lighting system, also gloves, brooms, et cetera, also even screws for the skilled workers; all those are purchased by ourselves and we also have to supervise them properly because there is a lot of wastage.

Q. Why do you want to draw a difference? Why do you want to differentiate between minor hardware items purchased by you and those not purchased by you? Why do you subject those purchased by you to such a stringent checking system? You say you have to check the delivery notes et cetera, while for hardware items purchased by others, you actually don't follow the manual. Why such a decision? Why does the industry do this?

A. Because for plumbing works, you also need screws, but we don't know how many will be used. We don't know how

many would be enough. That's why we won't purchase them, but we will subcontract to the subcontractor who will purchase enough items for their own work. In fact, the minor hardware items are supporting items for the subcontractor to finish his work, and other minor hardware items are for site safety and other purposes. So they are two different matters. In every site, there are these minor hardware items.

Q. So what you are saying is, if we are talking about plumbing works and the minor hardware items for plumbing works, you think you don't need to check them?

A. It is because only the subcontractor himself would know what those materials are, and I can be very frank with you. If minor hardware items are for the plumber, we may not be able to check them because we don't know too much about them.

Q. But talking about materials, if you are talking about materials, you would submit the samples to the HD for approval. You think it is necessary for you to do it. But when large batches of materials are delivered, your company thinks it doesn't have the responsibility to do more checking?

A. It's not a matter of having the responsibility or not, but in the industry, we are always of the view that -- you know, I have been in the Hong Kong construction

industry for 30 years -- we never checked the soldering material, because we always thought that there was only one soldering material. We didn't know there were so many. Now we know there are leaded and lead-free categories, but we always thought that the plumber would use the correct materials, because in the end there has to be a water sample test.

Q. Just now we looked at the manual. With regard to minor hardware items for the project, you said you would have to check the delivery notes, right, to check for the volume, the quantities. And with regard to soldering material, and talking about the materials supplied by the plumbing subcontractor, is it is your company's decision that even the delivery notes for those will not be checked. In other words, you will not even require the keeping of those records?

A. That's because the plumber never notified us about the delivery of soldering materials. We were not informed.

Q. With hindsight, you would know that you were not informed when the subcontractor delivered materials to the site. So what you mean is --

A. No, I am talking about large batches of materials. Say for example copper pipes, plastic pipes, they would.

Q. But do you check your access records, whether there are any records on the delivery of soldering materials?

A. Well, no. Soldering materials should not appear on the access records.

Q. But have you checked?

A. No, I haven't.

Q. But we know you said they did not inform you, but your practice was such that you did not require them to give you a copy of the purchase orders. You did not require that?

A. No, we didn't.

Q. Why you made that decision, that is, you never asked them to give you the purchase orders?

A. As I said in paragraph 44, this is not a significant material with a high risk. That is what the industry recognised. That is why we did not require it.

Q. But then you also agreed with me just now that with regard to soldering materials, you had to provide a sample for the HD for approval, and one of the reasons was that when large batches of materials were sent to the site, you could do the checking, but if you don't even have the basic documents, there is no way you can do any checking or comparison.

A. Very often, according to experience, if we know that some materials might be problematic, we would do very stringent checking and surveillance. But so far, in the last 20 or 30 years, there was no problem with soldering

materials. That is why we did not require it.

Q. Then I want to ask you: in the project quality plan,
please look at page 15180, 6.4. You have this
"Materials Receiving Daily Report".

A. Yes.

Q. Your staff should fill out such a form when materials
are received; right? Have you checked these reports to
try to locate soldering materials?

A. This form is for receiving materials ordered by our
purchasing department. If we had not ordered soldering
materials, they would not appear in these forms.

Q. So you are telling me that these forms would only apply
to materials purchased by your own company?

A. Correct, because these reports are to be transferred to
the purchasing department to pay for the materials
ordered.

Q. Regarding this lead in water incident, in about August,
your company should have submitted a few investigative
reports to the HA.

A. Yes.

Q. I would like to discuss one point with you. B6.4,
page 15087.

A. Yes.

Q. I think this should be your first report, your
preliminary report.

A. Yes.

Q. If you look at page 15089, there is a table. The heading is "Preliminary Investigation Findings of Stage 1". In table 1, there are a few items. "Sample submission to Housing"; these components are the subject of sample submission to Housing. Then you have another column, "Delivery record and on-site inspection". Under "Solders" you have put a tick?

A. Yes, I can see that.

Q. By checking a tick, you say you have delivery records on solders. What do you mean?

A. At that time, Golden Day produced the solder delivery notes, so we checked a tick there.

Q. You mean this was afterwards? It was not at the material time; it was only afterwards, because you have to put together the investigative report, you located four delivery notes?

A. Yes. Since we had a record of the delivery note, we put a tick in that box.

Q. Oh, so the tick didn't mean that during the project time, you kept the delivery record?

A. No, that was not the case.

Q. In your witness statement, you also said that during the process of the project -- well, during the early stages -- you would go to the site twice a week, and

A	<i>Annex: Realtime English Transcription based on floor / Simultaneous Interpretation</i>	A
B	Commission of Inquiry into Excess Lead Found in Drinking Water	B
	Day 31	
C	then near completion, you would go there daily?	C
	A. Yes, correct.	
D	Q. Regarding plumbing works, when they were being	D
E	undertaken, were you there?	E
	A. When I inspected the site, I would be able to see that.	
F	Q. Did you see any soldering materials? Did you see anyone	F
G	using soldering materials?	G
	A. I was not aware of it.	
H	Q. What about the soldering work being undertaken?	H
I	A. Well, yes, I saw that being undertaken, but I didn't	I
J	seek a detailed understanding into it.	J
	Q. So you saw them use soldering sticks?	
K	A. Yes, I saw that at a distance, because there were	K
L	sparks.	L
M	Q. Now we know that there were these coils of green FRY	M
N	soldering wires. Did you see those on site?	N
	A. I didn't.	
O	Q. You said you saw some workers doing soldering work, you	O
P	saw soldering sticks?	P
	A. No, I only saw them using a welding gun, but I didn't go	
Q	close to them.	Q
R	Q. Now we are in 2016. Before July 2015, did you hear	R
S	about the difference between tin strips or sticks and	S
T	tin wires?	T
	A. No.	
U		U
V		V

Q. Lastly, this morning your legal representative read out parts of your second statement. With regard to the four delivery notes, and when they now also looked at the invoices, discrepancies were found.

I would like to ask you: at that time, you asked Golden Day to give you the relevant documents. When you received the four delivery notes from Golden Day, in those notes it was said that certain soldering materials were used. At that time, did you consider asking them for the invoices as well?

A. Well, it was only afterwards that I got to know. In my witness statement, I already said that on the 17th, we knew that the HD were asking for the documents, so we asked Golden Day, and then on the 18th we submitted the documents to the HD, and then on the 20th we called a meeting, because on the 21st we had to meet the HD on this incident, so we called a meeting on the 20th, to ask Golden Day to explain why this happened, and it was only at that meeting that my staff showed me the documents, the delivery notes.

Q. So what you mean is the delivery notes were shown you only at the meeting?

A. Yes. But on the 18th, we have already forwarded the materials to the HD.

Q. Yes. If I understand correctly, after the incident was

reviewed, the relevant parties were very concerned about the situation. You said you asked Golden Day for the records. Having received the delivery notes, did you then ask Golden Day whether there were any invoices or any other materials, other than the delivery notes?

You can look at the WhatsApp. The Housing Department pressed us very urgently. Mr Wong, the BS engineer, gave the WhatsApp to John Ma, the BSE of Paul Y. So you received the delivery notes, and were you informed?

A. No, I wasn't informed.

Q. You had a meeting, the meeting was held on the 20th. At the meeting, someone told you that the four delivery notes were received. Having received the delivery notes, as I said, as I asked you earlier, did you move on to ask whether there would be any other corresponding or relevant invoices other than the four delivery notes?

A. No.

Q. Why not?

A. The delivery notes were passed to us, and to us, they would form a record. We don't have any business dealings with Prosperity, so there is no way we can trace.

Q. And you didn't ask Prosperity?

A. No, we didn't have any business dealings.

Q. It's got nothing to do with business dealings. You could have asked them in any case.

A. They probably wouldn't answer us.

Q. In Tung Wui Estate, Golden Day didn't show you any delivery notes?

A. Golden Day told us that they placed orders by phone so they haven't got any records.

Q. And you take them on their word. On the site, there are so many soldering materials, they don't even have one single sheet of delivery notes?

A. It happened a couple of years later, after the project.

Q. Now, for Tung Wui Estate, you could have asked them whether they had any delivery notes. They might say to you, "We placed orders by telephone; we don't have any records." But for Wing Cheong, they do have the record, you could push them for the record?

A. We have to take them on trust. If they say no, then we trust them, they don't have anything, and they would write a memo to us and we reported that to the Housing Department.

Q. Finally, with regard to the licensed plumber, that's Mr Cheung Tat Yam -- so, for the licensed plumber, how many times did he turn up? What did he do? Do you know anything about it?

A. (Chinese spoken).

Q. There were certain materials that were submitted to the Water Supplies Department. During the course of work, the licensed plumber may take the decision to change the materials. Did the LP have to report to you, if that's the case?

A. No, we asked them to use materials as submitted. There were only three mixers that were not the same as those reported in WW046.

Q. So, during the course of work, if the licensed plumber was to use any materials that were different from those submitted, then would you require the licensed plumber to report to you about the changes?

A. Yes, because otherwise the Housing Department will not give the approval. If he takes the decision to use the materials not approved, then the department will not take it.

MR KHAW: I have no further questions.

CHAIRMAN: Let's take a break for ten minutes.

(3.38 pm)

(A short adjournment)

(3.58 pm)

Cross-examination by MR YIN

MR YIN: Mr Leung, I represent the Housing Authority.

First, I would like you to look at B2, tab 55, page 581.

A *Annex: Realtime English Transcription based on floor / Simultaneous Interpretation* A

B Commission of Inquiry into Excess Lead Found in Drinking Water Day 31 B

C Mr Leung, I would like to correct one thing, because C

D before lunch, the Commission asked you about the ways to D

E joint copper pipes. You said at that time that the HA E

F only allowed you to use the soldering method, unless F

G there are constraints. Do you remember saying that? G

H A. Yes. H

I Q. We are talking about small diameter pipes? I

J A. Yes. J

K Q. I would like you to look at page 581. This is on pipes, K

L fittings and joints. Can you see that? L

M A. Yes. M

N Q. Please go to the next page, PLU1.M130.5. Can you see N

O that? "Copper pipe fittings". O

P A. Yes. P

Q Q. The first paragraph: Q

R "Copper and copper alloy fittings and joints must R

S comply with BS EN 1254 ...". S

T Do you see that? T

U A. Yes. U

V Q. Let's go down to item 5. It says: V

"(In English) Use compression type fittings for pipe sizes less than or equal to 54 mm or use solder end fit or integral capillary fittings for pipe sizes less than or equal to 108 mm, or use brazed capillary fittings for pipe sizes less than or equal to 159 mm."

In other words, in general, there are three different kinds of diameters, small, medium or large diameter copper pipes, and basically saying, number one, you should use compression type fittings for small diameter pipes, and for medium sized diameter pipes -- well, actually, for small or medium diameter pipes, you can choose using compression type or solder capillary fittings; and for large diameter or small or medium fittings, you can use brazed capillary fittings. Do you agree?

A. That's what it says here.

Q. This morning, in answer to the questions, you said silver brazing is more expensive?

A. Yes.

Q. I understand that you are not a plumber yourself, so if you don't know, just say so, please. My instruction is that your answer this morning, that silver brazing and tin solder brazing, there is a difference in pricing. If I heard it correctly, there is a difference of half a million dollars per block between the two. My instruction is that this is the price regarding the materials, because if you use silver brazing, the small diameter pipes will have to be thicker. Do you know that?

A. I said to the Commission that I asked the plumbers. The

Housing Authority asked us what improvement measures there could be. I asked them about this, and they said that silver brazing would not give rise to any lead problem. I asked them how much more expensive it would be. We were bidding for HA projects at that time. They said that for each block it would be half a million dollars more expensive. I think they are talking about material together with labour.

CHAIRMAN: Including the copper pipes?

A. Not the thicker copper pipes, they didn't say thick copper pipes. They merely said that for a block, it would be half a million more expensive, and that's how I came to my answer.

MR YIN: I don't think we need to get bogged down in the debate here. My instruction is that, together with the thicker copper pipe, the cost would be more than half a million dollars.

CHAIRMAN: Right, more than half a million, presumably.

MR YIN: Mr Leung, I would like to take up with you mainly the role, your understanding of the role of the main contractor. In your witness statement, you say you have 30-odd years of experience behind you. Would you agree with me in saying that for a building project or management of a building project, the contractor would play a more significant role, the main contractor,

I mean?

A. It's all a matter of perspective. There is a whole team -- the architect, the engineer, the contractor, the subcontractor, the workers -- they all play their own roles.

Q. But there are two roles, two positions. The main contractor can have the final say, like how they implement the provisions of the main contract. The other thing is they oversee the site. The owner hands over the site to the main contractor. It is for you to supervise and oversee the site. Unless you get fired, the main contractor will have the final say on who would get admitted into the site and who will not; would you agree?

A. I agree to a certain extent, because, say for instance, people may bring the materials in; we have to inform the owner. We cannot do anything we like on the site.

Q. But I would like to say this to you. When it comes to managing the subcontractors, obviously the main contractor can use their own staff without subcontracting?

A. In practice, no.

Q. But when it comes to subcontracting, it is not just the case that everything is written in the contract and the main contractor would be absolved of any

A *Annex: Realtime English Transcription based on floor / Simultaneous Interpretation* A

B Commission of Inquiry into Excess Lead Found in Drinking Water Day 31 B

C responsibilities? C

D A. No, I didn't say that. D

E Q. In fact, there are two areas that the main contractor E

F would have unshakeable responsibility. The first one is F

G the work of the subcontractor, the workmanship, the G

H materials that they use, the main contractor should H

I exercise supervision and control over them? I

J A. Yes. J

K Q. The other thing is, as an overseer of the materials K

L provided by the subcontractors, it is part of the L

M control system. When materials are being brought in by M

N the subcontractors, you would check whether they are N

O bringing in any materials that are not up to scratch? O

P A. If you are talking about large consignments, yes, but if P

Q you are talking about the minor items, like the tin Q

R solder materials, these are minor materials, it is not R

S the case. It is not the case that we would control them S

T in the same way. T

U Q. Yes. Some materials have specifications? U

V A. Yes. V

Q. Some don't. Let's say there is a nail or a plank. Q

R Sometimes, there are specifications, sometimes no. R

S A. A nail, I don't think so. A plank, yes. S

T Q. But in the HA contract, in terms of solder materials, it T

U is specified that it is in line with the British U

V

Standard and it should be lead-free category?

A. I agree.

Q. Would you agree with me in saying that even when you talk about the minor hardware items, those materials not coming with any specifications, and those materials that come with specifications, there should be a distinction made between them?

A. As I said in answer to a previous question, solder materials may be subject to certain specifications, but over the past decade or so we haven't seen any untoward incidents happening, and they are not subject to checking and we would be more liberal with that, and we didn't have the awareness of testing; we didn't have the awareness at the time.

Q. With the benefit of hindsight, with 20/20 vision, we would say that, but when it comes to the project quality plan -- B6.4 -- if you look at the project quality plan, page 15113, this is not Wing Cheong but the other project but they are basically the same. Page 15122. There you have the AQCC's responsibility. 5.2.11, that's on page 15122, at the bottom of the page.

A. Yes.

Q. AQCC is supposed to do certain things. At d:

"(In English) Checks and endorses the following items and QCM shall further inspect and endorse the

forms and documents relevant items (i) and (ii) below".

(Chinese spoken):

"(In English) (iv) Material delivered on site
against approved samples."

(Chinese spoken):

"(In English) (vii) Delivery vouchers, certificate
of origin et cetera."

It seems, (iii), "(In English) Sample submission for
materials and components", the AQCC's responsibilities,
if materials have to be submitted to the Housing
Department, AQCC did not just inform the subcontractor
of materials, the AQCC has to check the materials upon
delivery. He has to check against approved samples. If
there are no approved samples, he has to check against
the specs; would you agree?

A. Yes.

Q. He has to look at the delivery vouchers to see whether
everything is up to scratch?

A. Yes.

Q. We are looking at these with the benefit of hindsight.

Mr Khaw put questions to you, and some of your answers
didn't seem to be logical. You said that for the
materials purchased directly by the main contractor, you
would check them upon delivery. For materials purchased
by the subcontractors, maybe there are specifications,

copper pipes, for instance, solder materials, for instance, you don't normally check them?

A. No, copper pipes, yes, we do check them. We check -- there is a marking there. Yes, that's after completion. But upon delivery we also look at them. There is the PASS scheme. We would check these materials every month.

Q. I will come back to PASS. Logically, for materials you purchase direct, there is less of a chance of getting the wrong stuff. But for materials purchased by somebody else, there is a higher chance of getting the wrong stuff.

A. Now, we are all dealing with the issue with the benefit of hindsight. Plumbing is rather specialised. The plumber has to be licensed, and we are convinced that the licensed plumber would not really play fast and loose with his own business, to put it crudely, and he has to pass the inspection by the Water Authority, and the water inspection. So, as far as we are concerned, we have confidence.

Q. In the process, it may not be a matter of an individual. You rely on the licensed plumber to fulfil his responsibilities. That's really the case. But I would like to say this to you. You have looked at the project quality plan. It doesn't say AQCC has to check the

materials. He doesn't have to check certain materials, whether they are in line with the specs. It doesn't say the materials were procured by the main contractor. It doesn't say that the materials purchased by the plumbers don't have to be checked.

A. When we put together the quality plan, we do fulfil the contract requirement. There is a form 6210. We are convinced that these are the materials that have to be checked. We found it a bit difficult at the time. The clerk of works would require these materials to be checked for submission.

Q. Would you agree, Mr Leung, that there are 30-odd items in 6210? Those are the items specified by the Housing Department. Not only do you have to check, you have to submit documents.

But in answer to Mr Khaw, you said that other than the materials in 6210, you have the project quality plan as well, because, as you said honestly to me, this is your own site, this is the site that you oversaw; you oversaw all the materials that got permitted to come in?

A. I am not saying that we are merely discharging our duties. In fact, at the time, there was not such an awareness to monitor the minor hardware material like the solder material, and the Housing Department and ourselves, the whole team, did not have this awareness

at the time.

Q. Would you agree with what I am going to say? At the material time, that is before July, many people, including the main contractor, and even the HA and also within the industry, everybody would have a low awareness of the soldering materials. We won't argue with that point. But would you agree with me when I say that the main contractor has a role in supervising the entire project and from this angle, in fact you have the responsibility, because in fact you have your project quality plan, so you have the responsibility over materials bought by the subcontractor and taken to site or materials purchased by yourselves; you still have the responsibility to make sure that the materials delivered on site are in line with the contract?

A. I am not trying to argue with you but I would like to say this. Still today we do not know whether materials not approved were delivered to site, or, if materials approved were delivered to the site, whether other materials were used.

CHAIRMAN: Sorry, I did not hear you clearly. Please speak into the microphone. Please repeat.

A. The lawyer asked me the question whether we could prevent the non-complying materials from being delivered to site so we could have prevented the incident. What

I want to say is, even today, we don't know whether approved materials were delivered on site. If they were delivered on site and others used non-complying materials, then it is a different story altogether.

MR YIN: No. My question was, would you accept that the main contractor has the responsibility to ensure that materials delivered on site, whether they were purchased by the subcontractor and brought to the site, or whether they were purchased by the main contractor, that you would still have the responsibility to ensure that the materials delivered on site comply with the requirements of the contract?

A. That is what I was saying. My answer was we did have contractual requirements, that the subcontractor should use complying materials. And talking about this particular incident, maybe they really delivered complying materials on site; as I said, it's just that somebody used non-complying materials.

Q. No. The question is very simple. We know that in the subcontract, you did require and specify that suitable materials should be used. That is not a controversial point. But then apart from the subcontract, with regard to site supervision, do you have the responsibility to control materials delivered on site so that whatever materials are delivered on site are in line with the

requirements of the contract?

A. We have that responsibility.

Q. I have another question for you. You said that -- well, now you accept that you have the responsibility of checking materials delivered on site, and for copper pipes, you said it was all right. After the works were completed, you would apply the PASS test. That is what you said. Would you agree with what I am going to say: actually, PASS was there to appraise the ability of the contractor, that is, to test your ability as a contractor. It is not there to substitute your role in checking whether the contractual responsibilities are discharged?

A. I disagree. We do the PASS test every month. In fact, you do not have to put the ability of the contractor to the test every month.

Q. If that is your understanding, what is the purpose of PASS?

A. The HD said that they would like works to be conducted in the correct way, so it is a mechanism to help check whether works are done correctly. A score is given so that people know where to improve.

What I disagree is that the PASS is there to test the ability of the contractor, because it would be quite meaningless to do that every month.

A *Annex: Realtime English Transcription based on floor / Simultaneous Interpretation* A

B Commission of Inquiry into Excess Lead Found in Drinking Water Day 31 B

C Q. But you are given a score? C

D A. Well, yes, but it is not a test as such. D

E Q. No, the score will determine whether you are still E
a good enough contractor for future contracts; is that
F right? F

G A. Well, this is only one part of the tendering process. G

H Q. No matter what, contractors cannot say that "I would H
rely on the PASS assessment to check whether I have
I discharged my contractual responsibilities." I

J A. Well, no. You can look at the PASS manual which is J
quite comprehensive. As I said during the tender
K interview, we told Golden Day that we would accept the K
works done by Golden Day using PASS. K

L Q. Are you saying that you can ignore things not included L
in the PASS test? L

M A. I can talk about this on two levels. As I said in my M
witness statement, we would comply with all the N
contractual requirements and we would conduct tests. N

O But then there may be defects and we would follow up on O
P them because we don't want to have a recurrence, and we P
separate the two. P

Q Q. Let me show you your witness statement, the annex. Q

R Bundle G1, starting from page 376. That is the contract R
S between Paul Y and Golden Day. S

T A. Yes. T

U

V

Q. Page 376 is the cover page. Page 377, it says this is the subcontract. Please go to page 420, number 16. It mentions PASS. Here, it talks about different things. 16, the heading, "Quality assurance system (ISO 9001), environment assurance system (ISO 14001) and PASS". Then in paragraph 45, it is the quality assurance system and also the environment assurance system, and in paragraph 46, that is the PASS. Can you see that?

A. Yes.

Q. So, quality assurance, in other words, you have done something -- whether the quality is good enough. That is separate from PASS?

A. Well, PASS is also based on the quality of the works, and a score is given. You can see, I think it should be on page 381, in the tender interview agreement, under 06, we would say we would accept the works according to HA PASS. What I mean is this is already a standard, and contractors would use that standard to require subcontractors to do its work. Sorry, page 381.

Q. I would like to ask you a direct question. You discharge the contract according to contractual specifications or PASS?

A. PASS is one of the requirements.

Q. So it's not just PASS?

A. No.

MR YIN: I have no other questions.

CHAIRMAN: Does anyone have any questions? Golden Day, no questions?

MR WU: (Chinese spoken).

INTERPRETER: The speaker is not using the microphone. The interpreter cannot hear the speaker.

CHAIRMAN: Now you can ask, if you have only a few questions.

Cross-examination by MR WU

MR WU: I have three questions for you, Mr Leung. The first one, your witness statement, paragraph 29. I know you have two witness statements. I am referring to the one on 11 November 2015. I am referring to the one on Wing Cheong Estate. That's page 323. Can you it?

A. Yes.

Q. Paragraph 29, the third sentence:

"(In English) The project team of PYGC did not participate in the inspection by the Water Authority as advised by the licensed plumber. According to him, the inspector did not require the main contractor's attendance as PYGC had no role to play during the inspection."

I read out two sentences. In the first one, you said the licensed plumber told Paul Y that there was no need to take part in the inspection by the Water

Authority. And in the second sentence you said, according to the licensed plumber, the inspector of the WSD did not require the main contractor's attendance, meaning there was no necessity for Paul Y to be present.

I would like to ask you about the licensed plumber. Who is this, and to whom in your company did he say that Paul Y did not have to participate?

A. I would like to say that when I manage projects myself, I would hope that my staff and myself would take part in the final inspection by government departments or by the power companies. We like to be present at the tests done by these people, so we know the updated standards, and if we have done anything wrong we can correct it for other projects. I have asked my BSE to ask Mr Yung, who is the representative of the licensed plumber.

Q. Who was it?

A. Mr Yung, because Mr Yung was the one who made the appointment with the WSD inspector, and we asked whether we could take part in the inspection. The answer I got was it was not necessary for us to be present.

Q. But you should know Mr Yung was not the licensed plumber?

A. However, within this project, from what I know, the appointment made with the Water Authority inspector, all that has been handled by Mr Yung throughout. That is

why we asked Mr Yung.

CHAIRMAN: This Wing Cheong Estate project, did your company staff liaise with Mr Cheung Tat Yam? Did people in your company have any dealings with Mr Cheung Tat Yam?

A. Yes, I personally met Mr Cheung at site and I also had telephone conversations with him.

CHAIRMAN: So your understanding was that Mr Cheung Tat Yam was the licensed plumber?

A. I knew that.

CHAIRMAN: But can I say this: the day-to-day operation was mainly taken up with Mr Yung?

A. That's correct. It is Mr Yung who liaised with the Water Supplies Department.

CHAIRMAN: We understand that Mr Yung, as far as you know, is the project manager. In the subcontract, he is the project director. So, as a matter of fact, in Golden Day, what role does Mr Yung play?

A. When Mr Cheung Tat Yam is not on site, then Mr Yung will be dealing with the project for Golden Day on behalf of Mr Cheung.

CHAIRMAN: So whenever Mr Cheung is not there, he would be in charge? You would be going to him?

A. Yes.

CHAIRMAN: Please carry on.

MR WU: Mr Leung, from what you said, you liaised with

Mr Yung regarding the inspection by the WSD.?

A. From recollection -- it's a couple of years ago -- towards the end of the project we had a meeting where Mr Yung was there and we said, "Look, WW046 part IV had to be submitted, and what are the hindrances regarding building works in terms of submission?" And we said we would like to take part in the inspection as well.

Q. Mr Leung, are you saying that you were involved in the meeting yourself?

A. Yes.

Q. Any minutes?

A. No.

Q. If I point out to you that for the WSD inspection, without the co-operation of Paul Y or the main contractor, it would not happen, because the site is under the control of the main contractor. To gain access to a certain place, there is a need to have the co-operation of the main contractor, for example, simple use of things like the usage of the lifts; would you agree?

A. So that's why at the meeting, we asked about the building works, and when I talked about the participation, I talked about the inspection involving the inspectors. That's different from using the lifts.

Q. If you were not there, how can you arrange for the

access?

CHAIRMAN: You don't have to say this. I don't think you
have to spell that out, do you?

MR WU: Chairman, what I am saying is that --

CHAIRMAN: The physical inspection, the inspection of the
floors, of course they have to allow you into the site;
that should happen. If they don't give you the permit,
you can't even gain access, even if you are
an inspector.

MR WU: If they travel from floor to floor, the main
contractor will have to use the lift.

CHAIRMAN: That's a separate thing altogether, isn't it?

I allow you to put questions regarding the main things,
but these are pretty minor. I don't think it makes
sense to pursue this line of questioning.

MR WU: I am trying to say he was involved.

CHAIRMAN: Well, the extent of his involvement, perhaps you
might wish to ask a question like this, whether he was
involved, but the extent of involvement -- now, he
wasn't involved in the inspection in a big way.
Of course, they have to co-operate.

MR WU: Let me turn to my second question.

My second question is: also in your statement,
paragraph 93, during cross-examination this was touched
on before. Now, the idea was expressed in paragraph 90,

items (3), (4) and (6). These are the mixers. They were changed subsequently, and you got the approval of the Housing Authority for the change.

Then in paragraph 92, you said:

"(In English) The alternative mixers submitted to [and] approved by the Housing Authority ..."

Then in paragraph 93 you said:

"(In English) ... the main contractor is not privy to the communications between the Water Authority and the licensed plumber. It was only after this 'lead water' incident that I became aware that the licensed plumber did not inform the Water Authority of the corresponding amendment to the annex to form WWO46."

You said the licensed plumber did not communicate to the Water Authority about the change of the mixers. In fact, did you notify the licensed plumber about the change?

A. The licensed plumber was responsible for installing the mixer. We purchased them, we distributed them to them for installation. So they were fully aware of the change.

CHAIRMAN: So the mixers were purchased by you?

A. Yes.

MR WU: Mr Chairman, you've got a point there.

The mixers were purchased by you and you changed the

mixer. Did you notify the licensed plumber about the change?

A. We have to go back earlier. Why do we have to change the mixers? I was involved myself. The architect found that the lever was too close to the wall and one might scratch his hand when turning it on and off, so we changed the model to leave a little more space between the wall and the hand. The licensed plumber had to change that on the sample floor. So he must be aware of that.

When we distributed the materials to him, he was responsible for the installation.

CHAIRMAN: Hang on a second, please. You are talking about the sample room, sample flat. At that stage, you found that there were problems with the mixer and you had to change to another one, and then your company purchased a new model and asked the licensed plumber to install it. That's the plumbing subcontractor used this new model of mixer, and you asked the subcontractor to use the new mixer. Did you talk to Mr Cheung or Mr Yung?

A. I am sure Mr Yung was notified.

CHAIRMAN: Then their subcontractor's workers fitted on this mixer at the sample floors, or sample flat, and the project architect of the Housing Department gave the approval, and then you purchased the materials in bulk

for installation by Golden Day.

What's your question?

MR WU: If I put this to Mr Leung: the licensed plumber
never knew that you changed the mixer?

CHAIRMAN: Hang on. There is a bit of difference here.

Your licensed plumber is also the owner of Golden Day.

I can't say for other people, but here you are exactly
the same person. Honestly, if you hide behind the
corporate veil, then I don't find this acceptable.

MR WU: I am not trying to hide behind the corporate veil.

CHAIRMAN: Why don't you put the question direct? If you
say that the licensed plumber is an individual,
Golden Day is another entity, the workers are another
entity and they don't know what each other is doing.

MR WU: I am not trying to say this, Mr Chairman. The point
I am trying to make is that they have changed the mixer.
The work space -- they are installing a new mixer, but
they probably don't know there's a different mixer,
different from the specification.

CHAIRMAN: Who do you say don't know? The workers
definitely don't know; is that right? Because at the
end of the day, you have scores of workers installing
the mixer, but you say that Golden Day doesn't know that
I've got a question mark hanging there. The licensed
plumber, under other circumstances he may not know, but

A *Annex: Realtime English Transcription based on floor / Simultaneous Interpretation* A

B Commission of Inquiry into Excess Lead Found in Drinking Water Day 31 B

C Golden Day and Cheung Tat Yam basically are the same C

D thing. I do have a question mark as to whether he D

E doesn't know about it. E

F MR WU: My instruction, Mr Chairman, is that Golden Day, F

G whether you talk about Golden Day or Cheung Tat Yam, G

H they didn't know that the mixer has been changed. H

I CHAIRMAN: Are you saying that Golden Day didn't know the I

J mixers have been changed? J

K MR WU: Golden Day and Mr Cheung Tat Yam. K

L CHAIRMAN: Let's deal with them separately. Golden Day say L

M they didn't know the change of the mixers. How would M

N you respond to that? N

O A. I don't agree. O

P CHAIRMAN: The second question, Mr Cheung Tat Yam himself P

Q didn't know the mixers have been changed. How would you Q

R respond to that? R

S A. I know that when the mixers were changed, we would S

T notify Mr Yung. Mr Cheung Tat Yam, if he said he didn't T

U know, I can't deny that. But WWO46 I thought was signed U

V by Mr Cheung. Presumably, he would have checked V

everything, all the components, all the models, before

he signed.

CHAIRMAN: Part V, did you say in part V?

A. No, part IV.

CHAIRMAN: Please.

A	<i>Annex: Realtime English Transcription based on floor / Simultaneous Interpretation</i>	A
B	Commission of Inquiry into Excess Lead Found in Drinking Water	B
	Day 31	
C	MR WU: I am done with this point. The last --	C
	MR SHIEH: Excuse me.	
D	CHAIRMAN: Yes, please feel free.	D
E	Please carry on.	E
	(Mr Shieh left the room)	
F	MR WU: My final question is paragraph 103 of your	F
G	statement, page 342. (2):	G
H	"Prior to the commencement of the plumbing	H
I	installation works, PYGC did require Golden Day to	I
J	submit their proposed lead-free solder for onward	J
	submission to the HA for approval."	
K	CHAIRMAN: Please carry on.	K
L	MR WU: From what you said a moment ago, after lunch break,	L
	this is no longer correct, is it?	
M	A. What I is confirm is that they have to submit the pipes	M
	and fittings.	
N	Q. But not the lead-free solder?	N
O	A. Yes.	O
P	MR WU: I have no further questions, Chairman.	P
Q	CHAIRMAN: Any further questions?	Q
	Any re-examination? Nothing?	
R	Further examination-in-chief by DR McCOY	R
	(All questions from Dr McCoy were in English)	
S	DR McCOY: There is a matter. We have now got clearance for	S
T	the documents that required consent. They are	T
U		U
V		V

available. If they could be put up briefly. (Handed).

Perhaps I could just explain. The documents relate not to Wing Cheong or Tung Wui but to Sha Tin, which is a completely different project. But the short point that emerges -- the letter is from my solicitors, Deacons, to those of the Commission, Lo & Lo, and it was seeking the consent, if necessary, of the Commission, but I am grateful and pleased to say that the Housing Authority have consented to the release.

The document is the one found on page 4 of the bundle, annex A. I just ask for that, please, a few pages.

Thank you. The next page.

Q. Mr Leung, you are familiar with this document?

A. Sorry, no, because I did not manage the Sha Tin project.

Q. Please look at it. You will see that Paul Y is the contractor and it is dated 17 December 2015; yes?

A. Yes.

Q. And the architect then gives an instruction in relation to the Sha Tin project, and it's called "Revised specification for quality control of fresh water inside services, cleansing/disinfection ...", et cetera. It reads:

"I hereby issue the list of revised specification clause for quality control of fresh water inside

C services, cleansing ... [et cetera, in relation to
Sha Tin] ... C

D 2. This is a revision to enhance in detailing the D
E procedures for compliance with WSD circular letter E
F 2/2012 and incorporation of WSD's latest requirement F
G under WSD circular letter 1/2015. There should be no G
H time implication as a result of this site instruction, H
I cost variation if any should be assessed by PQS I
J separately. In case you disagree, please notify ... J
I with reasons in full." I

J Is this instruction a variation required by the J
K Housing Authority, directed to Paul Y? K

K A. Yes. K

L Q. Under the contract, a variation is payable by which L
M party, in those circumstances? M

N A. If there are cost implications, it should be the owner N
O who should pay. O

O Q. Correct. Without going through it in any detail, you O
P will see immediately after that document is a document P
Q dated 18 August 2015, which is the revised Q
R specification, and I won't go through that in any detail R
S at the moment. S

R There follows the Hong Kong Housing Authority R
S Specification Library summary of changes, and again, S
T that's a 13-page document and I won't go through that. T
U
U
V

There follows another amendment to the Specification Library.

If you would come, please, to the last extra document, which is annex B, and by estimation it's about ten pages from the end. Do you see a letter from Paul Y dated 23 December 2015 to the contract manager, section 4 of the Housing Authority? It's a letter from Paul Y; do you see that?

A. Are you talking about appendix B?

Q. Annex B, the first document.

CHAIRMAN: Yes, okay.

A. Sorry, I can't locate it.

DR McCOY: It should be on the screen. Do you see that now?

A. (In English) Yes.

Q. So it is dated 23 December 2015, and it's addressed to the contract manager, and it's signed by the project director. And what Paul Y has done is to attach, for comment and approval by the CM, a revised project quality plan, incorporating the corresponding measures in response to the various additional inspection and testing requirements. Do you see that, Mr Leung?

A. Yes.

Q. If you turn just to the next page, please -- and I am grateful to the Secretariat -- here we have the specific quality assurance plan, and you will see that it's been

prepared by and reviewed and approved by a number of people, including ultimately the project director, and this now incorporates various amendments consistent with the variation that the customer had required earlier.

Do you see that?

A. Yes, I can see that.

Q. Lastly, please, if you come across to annex C, there are extracts from the general obligations under the contract. You have seen that; it's a familiar document?

A. Yes, I can see that.

Q. The point that I am wishing to emphasise is that Paul Y, once it received the variation obligation imposed by the customer to introduce updated and enhanced obligations, testing for lead and the wider water quality regime, immediately responded by altering their project quality plan to comply with the variation?

A. Yes, we did that. We did that immediately.

DR McCOY: Thank you, sir.

CHAIRMAN: Does anyone have any follow-up questions? No?

Okay. Thank you. Your evidence has been completed.

Please wait a moment. Mr Khaw, is it that you would like him to go back and try to locate the email correspondence that indicated that there was approval of FRY materials?

WITNESS: Yes, I will go back and try very hard to locate

the emails.

CHAIRMAN: Okay, Mr Leung, if you do find those emails,
please tomorrow --

A. Can I be given another day?

CHAIRMAN: Yes, I can give you one more day. If you can
locate the emails, please give them to your legal
representative. We will not have questions for you for
the moment.

MR KHAW: Apart from the emails, Mr Leung also mentioned
memos.

CHAIRMAN: Okay, memos and emails.

A. That is correspondence with Golden Day?

CHAIRMAN: Yes, that is to inform Golden Day that HD has
already approved the submitted materials.

Yes?

MR WU: Sorry, Chairman, I missed one point.

I asked Mr Leung questions that were related to the
first witness statement, but in fact, the two paragraphs
also appeared in his second witness statement, so my
questions actually applied to both witness statements.

CHAIRMAN: Okay. Is that all?

MR WU: Yes.

CHAIRMAN: We will resume at 10.00 tomorrow.

(4.55 pm)

(The hearing adjourned until 10.00 am the following day)

C INDEX

PAGE

D MR LEUNG WAI KEUNG (affirmed)2

E Examination-in-chief by MR HUI2

F Cross-examination by MR KHAW17

G Cross-examination by MR YIN65

H Cross-examination by MR WU80

I Further examination-in-chief by DR McCOY89