

Second Witness Statement of Pun Wai Shan

I, Pun Wai Shan, of [REDACTED]
[REDACTED] say as follows:

1. I am the sole proprietor of Fang Sheung Construction Company (“**Fang Sheung**”). Fang Sheung is one of the subcontractors of Leighton Contractors (Asia) Limited (“**Leighton**”), Leighton being the main contractor of the Shatin to Central Link construction project (“**SCL Project**”) of MTR Corporation Limited (“**MTRCL**”) under Contract No.1112 “Hung Hom Station and Stabling Sidings” (“**Contract 1112**”). The sub-contract signed by Fang Sheung with Leighton (the “**Subcontract**”) in respect of the said project could be found in Bundle E [E1/31-179].
2. I hereby provide statement in respect of the expanded scope of investigation of the Commission of Inquiry into the Construction Works at and near the Hung Hom Station Extension under the Shatin to Central Link Project (the “**Commission**”) under its expanded Terms of Reference regarding “Request for Inspection/Survey Check Form” (“**RISC Form**”), missing records of inspection and supervision and construction deviations.

Background Information

3. According to the Subcontract, Fang Sheung was originally responsible for rebar fixing work in respect of North Approach Tunnels (“**NAT**”) and not rebar fixing work in respect of South Approach Tunnels (“**SAT**”). Another subcontractor of Leighton, Wing & Kwong Steel Engineering Co., Limited (“**Wing Kwong**”), was originally responsible for the rebar fixing work at SAT. However, due to the constraint posed by the location of rebar yard, Leighton changed the scope of work of Fang Sheung under the Subcontract (in terms of site location) from NAT to SAT (the “**Site**”), i.e. swapping the scope of work of Fang Sheung with that of Wing Kwong. No formal amendment was made to the Subcontract after such change in scope of work of Fang Sheung.
4. Fang Sheung did not further subcontract the work under the Subcontract to other subcontractors, and Fang Sheung staff and workers were responsible for all rebar fixing work at the Site. The team of staff of Fang Sheung responsible for rebar fixing work at the Site includes myself, Site foremen (including Leung Ying-Fong (transliteration) also known as Leung Choi-Sang (transliteration), Ma Gu (transliteration) and Lam Fai (transliteration)) and rebar fixing workers at the Site. Mr. Cheung Chiu Fung (“**Mr.**

Cheung”) had minimal involvement in the rebar fixing work at SAT, as he had to devote substantial amount of his time in supervising Fang Sheung’s rebar fixing work at the platform slabs of Hung Hung Station Extension of this SCL Project. Each day, rebar fixing workers would be assigned to work at different sites under Contract No.1112 having regard to the workforce demands at different sites, and there would not be fixed workers specifically delegated to work exclusively at the Site.

5. As my site office is close to the Site, my involvement in supervision of work at the Site is higher as compared to supervision of work at the platform slab of Hung Hom Station Extension. I was personally responsible for supervising rebar fixing work of Fang Sheung workers at the Site as well as arranging work of Fang Sheung workers at the Site. I would also attend bi-weekly work meetings with Leighton which followed up on construction matters. Other subcontractors would also attend such bi-weekly work meetings. Staff of MTRCL seldom attended these bi-weekly work meetings. MTRCL staff usually attended these bi-weekly work meetings when the work progress was slow, and they would demand and press for progress in construction work.
6. Fang Sheung staff worked at the Site for approximately 10 months (excluding the minor piecemeal works at the beginning and at the end) from about mid 2015 to early 2016. Since there is a lapse of several years, I could not precisely recall the actual period of work of Fang Sheung staff at the Site.

Inspection and Supervision

7. Regarding site inspection and supervision, Fang Sheung had on-site foremen supervising the work of its workers full time at the Site. Leighton also had engineers and supervisors stationed at the Site every day, and they would frequently check construction work at the Site. MTRCL staff would also check construction work at the Site on a daily basis but at irregular time intervals.
8. During the process of rebar fixing, after Fang Sheung has completed fixing one layer of rebars, MTRCL and Leighton would have to inspect this layer of rebars and confirm that the work quality of such layer of rebars is up to standard. After giving such confirmation, MTRCL and Leighton would allow Fang Sheung to proceed to fix the next layer of rebars. As the materials required for rebar fixing at the Site are very heavy and there are many layers of rebars, MTRCL and Leighton need to inspect and check each layer of rebars (including the size of rebars used and spacing between rebars) immediately upon completion, and only after such inspection, checking and acceptance

by MTRCL and Leighton would the work on the next layer of rebars be commenced. Otherwise, if any problem is detected only after several further layers of rebars have been completed, it would be very difficult to rectify the defects at the lower layer of rebars which is several layers of rebars below the uppermost layer, and in such case all the layers of rebars above this defective layer may have to be dismantled and work has to be redone. Either Leung Ying-Fong, Ma Gu, Lam Fai or myself would attend such inspection of rebar fixing work of Fang Sheung at the Site by MTRCL and Leighton. Fang Sheung, Leighton and MTRCL do not want the situation of misplacing of rebars to arise. Fang Sheung, Leighton and MTRCL want to discover any problem as soon as possible and immediately deal with any such problem, as the dismantling and redoing of rebar fixing work would cause trouble to Fang Sheung, Leighton and MTRCL. After completion of rebar fixing, Leighton engineer would invite MTRCL staff to inspect and check the rebar fixing work and see whether they are satisfactory before concrete pouring. Only upon approval of the rebar fixing work by MTRCL staff would the next stage of concrete pouring be commenced.

9. Fang Sheung does not have any documentary record regarding site inspection and site supervision or regarding inspection and acceptance of construction work. Internally Fang Sheung never kept any record of inspection and supervision of construction work. After Leighton has inspected and accepted the work of Fang Sheung, Leighton would only give verbal confirmation to Fang Sheung. Fang Sheung was never involved in dealing with RISC Form, and I only know that any construction record of inspection and supervision would be dealt with by Leighton and MTRCL. I did not know the work process of Leighton and MTRCL regarding records of inspection and supervision (e.g. when and where documents were signed). Leighton and MTRCL had never shown me or informed me about any record of inspection and supervision, nor do they have any obligation to do so.
10. Though Fang Sheung did not have the said documentary record regarding site inspection and site supervision or regarding inspection and acceptance of construction work, during the actual construction process, the work quality of each stage of work must have been inspected and accepted by MTRCL and Leighton. Fang Sheung would only carry on with the next stage of work upon receiving permission from MTRCL and Leighton to do so. If rebar fixing work has been completed and the next stage of work is concrete pouring, another subcontractor would commence such next stage of work upon receiving permission from MTRCL and Leighton to do so.
11. Regarding Fang Sheung's documentary records concerning the Subcontract (including

but not limited to the documents concerning the Site) including on-site daily records, steel bar handling records, working schedule and layout, Fang Sheung has already provided such documents to the Commission (which could be found in Bundle E) during its investigation of the construction works of the diaphragm wall and platform slab.

Construction Deviation

12. Regarding the issue of construction deviation that couplers instead of lapped bars were used at some of the construction joints, Fang Sheung would only perform its work in accordance with the latest plans provided by Leighton. Such plans might have been prepared by Leighton, or might have been prepared by MTRCL and passed to Fang Sheung by Leighton. The said plans would provide information as to the size of rebars (length and diameter) to be used, spacing between rebars and the respective locations where rebars were to be placed. Fang Sheung could not ascertain whether the plans provided by Leighton accord with the plans approved by the Buildings Department, and Fang Sheung would not conduct any verification about this. Since it would incur extra costs in using couplers, Fang Sheung would not switch to using couplers at construction joints of its own accord if the plans provided by Leighton do not specify that couplers are to be used.

13. In relation to the issue of drilling holes and inserting dowels to replace damaged/misaligned couplers, Fang Sheung would receive requests from Leighton to prepare rebars for insertion of dowels (which would entail preparing specified quantity of rebars of specified length), but Fang Sheung would not be involved in the actual process of drilling holes and inserting dowels. Leighton would decide which area requires drilling holes and inserting dowels and Leighton would ask its own workers to carry out such work. Other than preparing the rebars as requested by Leighton, Fang Sheung was not involved in the said work of drilling holes and inserting dowels.

Construction Materials

14. Under the Subcontract, both Leighton and Fang Sheung agree that the cost of construction materials would be calculated with reference to the weight of the materials (measured in tonnes). Based on the plans provided by Leighton, Fang Sheung would place order for rebars on Leighton specifying the size (length and diameter) and quantity of rebars required, and Leighton would make corresponding order placement on the supplier of rebars (the “**Supplier**”). Since Fang Sheung had no control as to when rebars would be delivered to the Site, and also having regard to the fact that a batch of

rebars could only be used on the Site after its samples had passed quality testing, Fang Sheung would always place order for rebars well in advance. Once the rebars were ready, the Supplier would call Fang Sheung notifying them that rebars would be delivered to the Site. Fang Sheung and Leighton would take delivery of the rebars supplied by the Supplier to the Site. As such rebars would all be of uniform length (12 metres), Fang Sheung would only check the number of rebars at the time of delivery. Fang Sheung would then take copy of the delivery notes in respect of such batch of rebars supplied by the Supplier (as Fang Sheung would charge its work based on the weight of materials used) and pass the original of the said delivery notes back to Leighton. Thereafter, MTRCL engineer would randomly select and mark off samples of such batch of rebars delivered to the Site for quality testing, and Fang Sheung would then cut such rebars to the required sample length and pass such rebar samples to Leighton to arrange such samples for quality testing. Leighton would notify Fang Sheung whether the test results of the said samples were satisfactory. If the samples from a batch of rebars could not pass quality testing, the whole batch of rebars could not be used and had to be scrapped. Fang Sheung could only use a batch of rebars after its samples had passed the material quality test arranged by Leighton. Upon receiving notice that the samples of a batch of rebars delivered had passed quality test, Fang Sheung would send rebars from such batch to BOSA Technology (Hong Kong) Limited (“**BOSA**”) via Leighton so that the rebars could be cut to the required lengths and for threading to be done at the ends of such rebars. BOSA would deliver the threaded rebars to the Site, or Fang Sheung would arrange pick-up of the threaded rebars from BOSA. Rebars and couplers used in the Site were ordered and delivered together with rebars and couplers used in other areas under the Subcontract, and Fang Sheung did not have separate record of materials used specifically for the Site.

15. Fang Sheung did not assign specific workers to take delivery of the materials, and materials delivered by the Supplier to the site could have been accepted by any Fang Sheung worker. As Fang Sheung was not involved in the quality testing of material, Fang Sheung did not have such record of testing and acceptance of materials supplied.

Rectification work at NAT Stitch Joints

16. Leighton asked Fang Sheung to send skilled workers to the NAT site to help them carry out rectification works at the following stitch joints (a) a stitch joint at the level of North South Line (“**NSL**”) at the interface of Contract 1112 and another contract under SCL Project with Contract No.1111 (“**Contract 1111**”), (b) a stitch joint at the NSL level within Contract 1112, and (c) a stitch joint at the level of East West Line at the interface

of Contract 1111 and Contract 1112. Fang Sheung was not involved in any of the demolition work performed at the sites of the said stitch joints prior to its rectification works, nor was Fang Sheung involved in the devising of the rectification plan in relation to the said rectification works. Mr. Cheung was responsible for bringing Fang Sheung's workers to the sites of the said stitch joints, and then workers of Fang Sheung simply followed the instructions of staff of MTRCL / Leighton as to how they should do the rebar fixing works at the said sites. I recalled that Fang Sheung workers carried out rectification works at the said sites in the first half of 2018.

Miscellaneous

17. Other than a written statement dated 3 September 2018 (which has already been provided to the Commission), I have not provided any further written statement to the Police.
18. Regarding the Commission's expanded Terms of Reference, other than the aforesaid, I have not discovered any other problems relating to rebar fixing or any works or matters which raise concerns about public safety and/or substantial works quality which needs to be reported to the Commission.

Date: 21 May 2019

[Signature]

Mr. Pun Wai Shan

Statement of Truth

I believe that the facts stated in this witness statement are true and the opinions expressed in it are honestly held by me.

Date: 21 May 2019

[Signature]

Mr. Pun Wai Shan