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Commission of Inquiry into the Construction Works at and near the Hung Hom Station Extension under the Shatin to Central Link Project

Witness Statement of LEUNG Chi Wah

I, LEUNG Chi Wah, aged 33, to the best of my knowledge and belief, do say as follows.

Personal background

1. I was educated to secondary level. I can read and write Chinese.
2. I have worked in the construction and renovation industry for around 15 years.
3. I have been employed by Loyal Ease Engineering Limited (referred to below as “**Loyal Ease**”) for 4-5 years as a steel reinforcement worker. My main scope of work is steel reinforcement work on construction sites; I rarely do other types of work. Before I joined Loyal Ease, I also did some part-time steel reinforcement work, so I have considerable experience in steel reinforcement works.

Shatin to Central Link Project Hung Hom Station steel reinforcement works

4. During the period from February 2015 to August 2017, Loyal Ease assigned me to work at the MTR Shatin to Central Link Project Hung Hom Station construction site. Loyal Ease was the sub-contractor of Wing & Kwong Steel Engineering Limited (referred to below as “**Wing & Kwong**”) for steel reinforcement works at the Hung Hom Station construction site.
5. At the time, as a frontline worker, I worked on average 6 days a week, but when working against the clock, I had to work 7 days.

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6. Wing & Kwong had around 30-40 workers at the Hung Hom Station construction site; when required, an additional 10-20 part-time workers would be hired.
7. We worked in small teams, each team having around 5 to 6 workers.
8. Ng Man Chun (referred to below as “**Ah Chun**”) was the site foreman of Wing & Kwong’s steel reinforcement works at Hung Hom Station, though he was also employed by Loyal Ease. He was responsible for managing all of the workers of Wing & Kwong’s steel reinforcement works at the Hung Hom Station construction site; and was my superior. In general, if I encountered any problems at work, and needed to seek assistance or guidance, I would look for him.
9. If Leighton Contractors (Asia) Limited (referred to below as “**Leighton**”), as the principal contractor, had to give instructions to Wing & Kwong’s frontline workers, it would not normally directly communicate with us, but would rather give instructions to us via or together with Wing & Kwong’s site foreman at Hung Hom Station, “Ah Chun”, because “Ah Chun” was our representative.
10. When I myself was working at the Hung Hom Station construction site, I never had any contact with MTRCL’s staff.
11. As for Leighton workers, there were a few times when I contacted them via “Ah Chun”. For example, when our work location was in a more dangerous area of the construction site, “Ah Chun” would contact Leighton’s foreman, and they would arrange for barriers to be set up and co-ordinate traffic arrangements at the construction site. It was in this type of situation that I had contact with Leighton’s staff. As I recall, apart from this, I did not have any other direct communication with Leighton’s staff. Normally, all instructions or messages from Leighton were only given to Wing & Kwong’s frontline steel reinforcement workers via “Ah Chun” or in the presence of “Ah Chun”.
12. As a frontline steel reinforcement worker, my scope of work included bar cutting, bending and fixing. My daily work instructions came from “Ah Chun”; he would take us to that day’s work location, and would give us verbal instructions on

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technical matters. Specifically, “Ah Chun” would delegate the deconstruction of working plans to his colleague “Ah Bong”, meaning that according to Leighton’s plans, “Ah Bong” would draw diagrams by hand for Wing & Kwong’s frontline workers, with the area covered by these diagrams being smaller. Having referred to the diagrams produced by “Ah Bong”, Wing & Kwong’s frontline workers would know what type of rebars to use, the centre-to-centre distance between the rebars, as well as how to reinforce the steel. From what I know, Leighton would decide which type of rebars and couplers should be used.

13. Apart from referring to “Ah Bong”’s diagrams, I did not have to deal with any other documents at work.

14. I am not familiar with the order and delivery process of the steel reinforcement materials (including rebars and couplers), as it was not part of my scope of work. As far as I know, this was “Ah Chun”’s responsibility, and all steel reinforcement materials were provided by Leighton. When we were working on the Hung Hom Station construction site, we had to use the steel reinforcement materials provided by Leighton, without the choice or right to use other suppliers’ steel reinforcement materials.

The problems discovered relating to the Shatin to Central Link Project Hung Hom Station steel reinforcement works

15. Wing & Kwong’s legal representatives have informed me that according to the letter from the Commission of Inquiry to Wing & Kwong, after the completion of the Hung Hom Station North Approach Tunnel (NAT) and Hung Hom Stabling Sidings (HHS) steel reinforcement works, MTRCL apparently discovered that at some locations, it appeared that the rebars and couplers had not been (or had not been adequately) connected. Therefore, the Commission of Inquiry has requested Wing & Kwong to explain and clarify these matters.

16. Since it was a few years ago that I worked at the Hung Hom Station construction site, I can now only generally recall what I had experienced at the time. Based on

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my recollection, these sorts of situations which I had encountered can be categorised into three types.

17. The first type of situation was when we had to connect a rebar with a rebar and coupler embedded in the wall (i.e. to connect a rebar of Contract Number 1112 with a rebar and coupler of Contract Number 1111). As the rebars and couplers within the wall of Contract 1111 were embedded in concrete, Leighton therefore had to chip away some of the surface concrete to expose the couplers at the end of the rebars embedded in the wall, so that we could screw Contract Number 1112 rebars into the Contract Number 1111 couplers, so as to connect them with the Contract Number 1111 rebars. Chipping away the surface concrete of the wall of Contract Number 1111 was Leighton's responsibility, and was not within the scope of work of Wing & Kwong's frontline workers. Therefore, we had no right to chip away the surface concrete of the wall of Contract Number 1111, and had no right to direct Leighton how to break out the surface concrete of the wall of Contract Number 1111.

18. However, at times, Leighton did not chip away the concrete deep sufficiently, leading to some of the couplers embedded in the wall not being exposed. Based on my impression, when I worked at the location of the boundary between Contract Number 1112 and Contract Number 1111, this problem involved around 10% of couplers. When I encountered this situation, I verbally reported this to "Ah Chun", "Ah Chun" then contacted Leighton. After "Ah Chun" contacted Leighton, "Ah Chun" told us that because Leighton considered the works to be under severe time constraints, and also because Leighton required Wing & Kwong to comply with the timetable as determined by them, even though Leighton knew about the situation that I have just mentioned, Leighton's response to us was "just do it". This was the message which Leighton gave to us through "Ah Chun". In other words, if the Contract Number 1112 rebars could not be fitted into the couplers at the end of the Contract Number 1111 rebars, we could only let the Contract Number 1112 rebars touch the surface of the concrete of the wall of Contract Number 1111. In fact, Leighton could (and had the right to) chip away more concrete, such that all the couplers at the end of the rebars embedded in the wall would be exposed. However, although "Ah Chun" informed Leighton about the situation described above,

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Leighton did not arrange for any remedial works to be done. Moreover, based on my understanding, as a sub-contractor, Wing & Kwong could not insist that Leighton carry out remedial works, and had no right to request that Leighton chip away more concrete. As stated above, because chipping away concrete was not part of the scope of work of Wing & Kwong's frontline workers (nor did we have the right to chip away the concrete), we could therefore only try our best to do the connecting works in accordance with the response given by Leighton via "Ah Chun".

19. The second type of situation was when the ends of rebars did not match the coupler heads. Coupler heads are divided into pointed and flat ones. Similarly, rebar ends are also divided into pointed and flat ones. If a rebar with a flat end is installed into a rebar with a pointed head, it would not be possible to twist it entirely inside the coupler. I witnessed this type of situation in the construction site area of Contract Number 1112. Because the technical specifications were set by Leighton, situations where rebars and couplers did not match should fall under Leighton's responsibility. I recall that there was such a situation; this problem involved around 30% of the connection points that I had personally worked on. As a matter of fact, there were ways to remedy this problem; Leighton had machines capable of twisting the flat heads of rebars into pointed heads, alternatively the couplers could be changed. However, although "Ah Chun" notified the situation described above to Leighton, Leighton did not arrange for any remedial works to be done. Further, there was a third type of situation, which was where coupler heads were damaged when Leighton chipped away concrete, such that the rebars could not be fully screwed into the damaged couplers. To my recollection, this type of situation was less common; of the connection points that I personally encountered, this problem involved around 3-5% of connection points. Based on my understanding, as a sub-contractor, Wing & Kwong could not insist that Leighton carry out such remedial works. When I encountered these two types of situations, I would verbally notify "Ah Chun", who would then contact Leighton's personnel. After "Ah Chun" contacted Leighton, Leighton's instructions to us were that, "If you can't screw it in fully, then just screw it in as much as you can". This was because Leighton was of the view that the works were under severe time constraints, and Leighton required Wing & Kwong to comply with the timetable set by them. In the circumstances, all

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we could do was to screw the rebars as much as possible into the couplers, although it was not possible to screw them in entirely.

20. Since at the time “Ah Chun” would take us to our work location on the construction site, and the Hung Hom station construction site area was very big, I am not sure about the precise location of the situations described above, nor do I know the names of those locations. This is particularly so when the events took place a number of years ago.
21. I remember that during the period when I and other Wing & Kwong frontline workers worked at the North Approach Tunnel, which was around mid-2017, there was once a very material water seepage incident. At the time, the construction site where we had to do steel reinforcement works had a serious water seepage and flooding situation, but Leighton requested that Wing & Kwong continue the steel reinforcement works at that location. Therefore, we were obliged nonetheless to continue carrying out the steel reinforcement works, while Leighton arranged for a water pump to pump out water.
22. Further, Wing & Kwong’s lawyers have told me that the Commission of Inquiry has pointed out that the width of some rebars was thinner than that of the couplers, and so the coupler connection points were unable to fix the rebars securely. Based on my memory, when I worked at the Hung Hom Station construction site, I only encountered such a problem 2-3 times at the ground level of the location where there was serious water seepage from the wall. When I encountered this situation, I again verbally notified “Ah Chun”, who then reported this to Leighton. Leighton’s instructions through “Ah Chun” was to “do as much as possible”. As a matter of fact, Leighton actually could have replaced the couplers with ones with the right width. However, Leighton did not carry out any remedial measures, all they did was to tell us to “do as much as possible”. In order to connect the rebars and couplers as much as possible, we used metal wires to tighten the connection joints.
23. As described above, I did not have any interaction with Leighton and MTRCL personnel who were responsible for carrying out inspections. Based on my understanding, after we had finished our steel reinforcement works, normally

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people would come to inspect, and concrete would only be poured in once approval had been given after inspection had taken place.

24. When Leighton or MTRCL representatives carried out their inspection, I and other Wing & Kwong frontline workers were not and were not required to be present. Leighton and MTRCL's inspection process was not related to Wing & Kwong's frontline workers. If after the inspection it was necessary to carry out any remedial works, "Ah Chun" would notify us. When I worked at the Hung Hom Station construction site, there were only 1 to 2 occasions when it was necessary to carry out remedial works after inspections. These remedial works only involved a wall which we had reinforced. "Ah Chun" told us that the inspection personnel requested the addition of a few more rebars, so we followed the instruction and added rebars.
25. But as regards the connection joints situation described above, at the time or after Leighton's inspections, Leighton never requested that Wing & Kwong frontline workers carry out remedial works relating to connection joints.
26. Actually at that time, anyone would be able to observe with their bare eyes the problems described above which occurred at connection joints. In the first type of situation, it could be clearly seen that many rebars had not been installed into couplers, or that certain locations did not have couplers, with the ends of rebars exposed. In the second type of situation, it could be seen that the rebars were only screwed into the couplers by a few threads, with the remaining threads not screwed into the coupler. In the third type of situation, it could be even more easily seen that the rebars were only screwed into the coupler by 1 to 2 threads, because there were even more threads not screwed into the coupler. Therefore, on observing or during the final inspection of the steel reinforcement works, these situations would definitely have been visible; and when Leighton or MTRCL representatives carried out their inspections, these situations would definitely have been noticed. However, at that time Leighton and MTRCL never requested that Wing & Kwong carry out any remedial works relating to these types of situations. Further, we, Wing & Kwong have acted in accordance with Leighton's instructions, therefore we never queried this. As a matter of fact, at that time Leighton and MTRCL never requested that Wing & Kwong carry out related remedial works, because as described above,

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chipping away concrete and replacing rebars and couplers were all the responsibility and scope of work of Leighton.

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

Dated: 8 May 2019

Signed: [Signature]

Statement of Truth

I believe that the facts stated in this witness statement are true and the opinion expressed in it is honestly held.

Dated: 8 May 2019

Signed: [Signature]