

SILVERTOWN TUNNEL

Volume 3: Project Agreement – Schedules 2 to 31

Schedule 17 – Handover and Permit to Use Requirements

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SCHEDULE 17

HANDOVER AND PERMIT TO USE REQUIREMENTS

Part 1 - Additional Assets and Handover

1. Handover Requirements for Additional Assets

- 1.1 The Additional Assets and any other Works within the relevant Additional Asset Area to be handed over have been carried out and completed in accordance with clause 13.1 (*Carrying out the Works*).
- 1.2 All relevant Construction Certificates required in relation to the Additional Assets within the relevant Additional Asset Area to be handed over have been submitted to TfL pursuant to paragraph 3.3.2 of Part 1 (*Certification Procedure*) of Schedule 9 (*Certification and Review Procedure*).
- 1.3 All relevant Traffic Regulation Orders required in accordance with paragraph 16.2 of Schedule 13 (*Network Occupancy*) in relation to the relevant Additional Asset Area to be handed over are in place and effective.
- 1.4 No Temporary Traffic Management Measures implemented by Project Co are currently in place or existing in relation to the Additional Asset Area to be handed over.
- 1.5 Project Co has obtained and maintained in effect all Necessary Consents required to enable all roads within the Additional Asset Area to be made available for public use without traffic management restrictions.
- 1.6 All as-built drawings required pursuant to Part 1 (*Design and Construction Requirements*) of Schedule 10 (*Design and Construction Requirements*) and all records required pursuant to Part 1 (*Records*) of Schedule 16 (*Records and Reporting*) in relation to the Additional Assets within the Additional Asset Area to be handed over have been received by TfL.
- 1.7 Where a relevant Highway Authority or another party is to assume the responsibility for the Additional Assets within the Additional Asset Area to be handed over, Project Co has executed and delivered Collateral Warranties with the relevant Highways Authorities and/or any other party nominated by TfL (with copies received by TfL) and done such other things as have been requested by TfL for the purpose of confirming or giving effect to the provisions of clause 17.1(m).
- 1.8 A Collateral Warranty from any new D&C Contractor has been executed and delivered to TfL in accordance with clause 3.5 (*Collateral Warranties*).
- 1.9 Any Transferred Third Party Functions in relation to the Additional Asset Area to be handed over have been discharged by Project Co.
- 1.10 Not used.
- 1.11 Confirmation has been received by TfL from the relevant Highway Authority or other party (if applicable) that all relevant highway works within the Additional Asset Area to be handed over have been completed.
- 1.12 TfL has received a Health and Safety File in accordance with the CDM Regulations for the relevant Additional Asset Area pursuant to clause 13.19(m).

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Part 1 – Additional Assets and Handover

- 1.13 TfL has received all required Stage 3 Safety Audit Certificates pursuant to paragraph 3.1 (*Road Safety Audits - Construction*) of Part 1 (*Certification Procedure*) of Schedule 9 (*Certification and Review Procedure*) in relation to the Additional Assets within the Additional Asset Area to be handed over.
- 1.14 Signalling Commissioning Certificates for any Traffic Signalling Systems located wholly or partially within the Additional Asset Area to be handed over have been issued pursuant to clause 13.8(f).
- 1.15 Any damage to any relevant Traffic Signalling Systems or any issues in Traffic Signalling identified by TfL following the inspections referred to in clause 13.9(b)(i)(C) within the Additional Asset Area to be handed over has been rectified in accordance with clause 13.9 (*Damage to the Traffic Signalling*).
- 1.16 Any Traffic Signalling Systems located within the Additional Asset Area to be handed over which are the subject of previously issued Signalling Commissioning Certificate are in the same location, in the same condition and have the same configuration as documented pursuant to the relevant submissions to the Review Procedure and the relevant Signalling Commissioning Certificate.
- 1.17 The Additional Asset Area to be handed over has been reinstated pursuant to clause 7.9 (*Reinstatement*).
- 1.18 A collated DCO Statement of Conformity consisting of each of the DCO Statements of Conformity required pursuant to clause 5.2(e) in relation to all the Transferred DCO Functions relevant to the Additional Assets and other Works within the relevant Additional Asset Area to be handed over and the Additional Asset Area itself has been received by TfL.
- 1.19 A collated Third Party Agreement Statement of Conformity consisting of each of the Third Party Agreement Statements of Conformity required pursuant to clause 12.1(k) in relation to all the Transferred Third Party Functions relevant to the Additional Assets and other Works within the relevant Additional Asset Area to be handed over has been received by TfL.
- 1.20 Project Co has obtained and maintained in effect all Necessary Consents required in accordance with clause 6.1(a)(ix) in relation to the Additional Assets within the relevant Additional Asset Area to be handed over.
- 1.21 Any damage to any Active User Charging Infrastructure within the Additional Asset Area to be handed over has been rectified in accordance with clause 14.3 (*Damage to the Active User Charging Infrastructure prior to the Permit to Use Date*).
- 1.22 All asset information required pursuant to paragraph 10 (*Asset Information Requirements*) of Part 5 (*Information Management*) of Schedule 8 (*Management Systems*) in relation to the Additional Assets within the relevant Additional Asset Area to be handed over has been provided to TfL in the form specified in paragraph 10 (*Asset Information Requirements*) of Part 5 (*Information Management*) of Schedule 8 (*Management Systems*).

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HANDOVER AND PERMIT TO USE REQUIREMENTS

Part 2 - Not Used

SCHEDULE 17**HANDOVER AND PERMIT TO USE REQUIREMENTS****Part 3 - Sections of the Site and Handover****1. Handover Requirements for Sections of the Site**

- 1.1 Any Works within the Section of the Site to be handed over have been carried out and completed in accordance with clause 13.1 (*Carrying out the Works*).
- 1.2 All relevant Construction Certificates required in relation to any Works within the Section of the Site to be handed over have been submitted to TfL pursuant to paragraph 3.3.2 of Part 1 (*Certification Procedure*) of Schedule 9 (*Certification and Review Procedure*).
- 1.3 All relevant Traffic Regulation Orders (if any) required in accordance with paragraph 16.2 of Schedule 13 (*Network Occupancy*) in relation to the Section of the Site to be handed over are in place and effective.
- 1.4 No Temporary Traffic Management Measures implemented by Project Co (if any) are currently in place or existing in relation to the Section of the Site to be handed over.
- 1.5 All as-built drawings required pursuant to Part 1 (*Design and Construction Requirements*) of Schedule 10 (*Design and Construction Requirements*) and all records required pursuant to Part 1 (*Records*) of Schedule 16 (*Records and Reporting*) in relation to the Works within the Section of the Site to be handed over have been received by TfL.
- 1.6 Where a third party is to assume the responsibility for the Supplementary Works within the Section of the Site to be handed over, Project Co has executed and delivered Collateral Warranties with any party nominated by TfL (with copies received by TfL) and done such other things as have been requested by TfL for the purpose of confirming or giving effect to the provisions of clause 17.1(m).
- 1.7 A Collateral Warranty from any new D&C Contractor has been executed and delivered to TfL in accordance with clause 3.5 (*Collateral Warranties*).
- 1.8 All Transferred Third Party Functions in relation to the Section of the Site to be handed over have been discharged by Project Co.
- 1.9 Not used.
- 1.10 TfL has received a Health and Safety File in accordance with the CDM Regulations for the Section of the Site to be handed over pursuant to clause 13.19(m).
- 1.11 Signalling Commissioning Certificates for any Traffic Signalling Systems located wholly or partially within the Section of the Site to be handed over have been issued pursuant to clause 13.8(f).
- 1.12 Any damage to any relevant Traffic Signalling Systems or any issues in Traffic Signalling identified by TfL following the inspections referred to in clause 13.9(b)(i)(C) within the Section of the Site to be handed over has been rectified in accordance with clause 13.9 (*Damage to the Traffic Signalling*).
- 1.13 Any Traffic Signalling Systems located within the Section of the Site to be handed over which are the subject of previously issued Signalling Commissioning Certificate are in the

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Part 3 – Sections of the Site and Handover

- same location, in the same condition and have the same configuration as documented pursuant to the relevant submissions to the Review Procedure and the relevant Signalling Commissioning Certificate.
- 1.14 The Section of the Site to be handed over has been reinstated pursuant to clause 7.9 (*Reinstatement*).
- 1.15 A collated DCO Statement of Conformity consisting of each of the DCO Statements of Conformity required pursuant to clause 5.2(e) in relation to all the Transferred DCO Functions relevant to the Works within the Section of the Site to be handed over and the Section of the Site itself has been received by TfL.
- 1.16 A collated Third Party Agreement Statement of Conformity consisting of each of the Third Party Agreement Statements of Conformity required pursuant to clause 12.1(k) in relation to all the Transferred Third Party Functions relevant to the Works within the relevant Section of the Site to be handed over has been received by TfL.
- 1.17 Project Co has obtained and maintained in effect all Necessary Consents required in accordance with clause 6.1(a)(ix) in relation to all of the works within the Section of the Site to be handed over.
- 1.18 Any damage to any Active User Charging Infrastructure within the Section of the Site to be handed over has been rectified in accordance with clause 14.3 (*Damage to the Active User Charging Infrastructure prior to the Permit to Use Date*).
- 1.19 Other than in relation to any works required pursuant to a Third Party Agreement, all asset information required pursuant to paragraph 10 (*Asset Information Requirements*) of Part 5 (*Information Management*) of Schedule 8 (*Management Systems*) in relation to the Section of the Site to be handed over have been provided to TfL in the form specified in paragraph 10 (*Asset Information Requirements*) of Part 5 (*Information Management*) of Schedule 8 (*Management Systems*).
- 1.20 Handover Certificates for any Additional Asset Area located wholly or partially within the Section of the Site to be handed over have been issued by TfL pursuant to clause 17 (*Handover of Additional Assets and Supplementary Works*).



SCHEDULE 17

HANDOVER AND PERMIT TO USE REQUIREMENTS

Part 4 - Handover Certificate

HANDOVER CERTIFICATE

We refer to the project agreement between TfL and Project Co dated [] (the "**Agreement**") relating to the Silvertown Tunnel Project. Words and expressions defined in the Agreement shall have the same meanings in this Handover Certificate.

1. Further to the notice received on [date] setting out the date upon which Project Co anticipates that the Handover Requirements in respect of [all of the Additional Assets within the relevant Additional Asset Area]/[all of the Supplementary Works within the relevant Section of the Site (excluding any Additional Asset Areas within the relevant Section of the Site which are the subject of a Handover Certificate)] will be achieved, TfL is satisfied that the Handover Requirements in respect of [all of the Additional Assets within the relevant Additional Asset Area]/[all of the Supplementary Works within the relevant Section of the Site (excluding any Additional Asset Areas within the relevant Section of the Site which are the subject of a Handover Certificate)] have been achieved.
2. This Certificate shall serve as the Handover Certificate for [the Additional Asset Area [x]] / [Section of the Site numbered [x] in the Construction Land Drawings].

Signed:

On behalf of TfL

Name:

Date:

Note to compiler (to be deleted from completed certificate):

(i) If the completed certificate consists of more than one page, each page shall be identifiable by the name of the scheme and by the name of the item it describes and the date of preparation.

SCHEDULE 17

HANDOVER AND PERMIT TO USE REQUIREMENTS

Part 5 - Permit to Use

1. Interpretation

1.1 In this Part 5 (*Permit to Use*), any references to the Works, except where it is expressly stated to the contrary, shall be a reference to all of the Works other than any Works the subject of a Handover Certificate.

2. Permit to Use Requirements

2.1 Subject to paragraph 3 (*Snagging Items*), the Works have been carried out and completed in accordance with clause 13.1 (*Carrying out the Works*).

2.2 All Construction Certificates required in relation to the Works have been submitted to TfL pursuant to paragraph 3.3.2 of Part 1 (*Certification Procedure*) of Schedule 9 (*Certification and Review Procedure*).

2.3 All relevant Traffic Regulation Orders required in accordance with paragraph 16.2 of Schedule 13 (*Network Occupancy*) for the Project are in place and effective.

2.4 No Temporary Traffic Management Measures implemented by Project Co are currently in place or existing.

2.5 Project Co has obtained and maintained in effect all Necessary Consents required in relation to the Works and to enable the Project Roads to be made available for public use without traffic management restrictions.

2.6 All as-built drawings required pursuant to Part 1 (*Design and Construction Requirements*) of Schedule 10 (*Design and Construction Requirements*) and all records required pursuant to Part 1 (*Records*) of Schedule 16 (*Records and Reporting*) in relation to the Works have been received by TfL.

2.7 All Transferred Third Party Functions in relation to the Works have been discharged by Project Co.

2.8 Not used.

2.9 TfL has received:

2.9.1 a certified copy of the full and complete Health and Safety File for the Project pursuant to clause 13.19(g);

2.9.2 a separate Health and Safety File in accordance with the CDM Regulations for the Project Facilities pursuant to clause 13.19(m); and

2.9.3 separate Health and Safety Files in accordance with the CDM Regulations for each Section of the Site which is not the subject of a Handover Certificate pursuant to clause 13.19(m).

Part 5 – Permit to Use

- 2.10 TfL has received all required Stage 3 Safety Audit Certificates pursuant to paragraph 3.1 (*Road Safety Audits - Construction*) of Part 1 (*Certification Procedure*) of Schedule 9 (*Certification and Review Procedure*) in relation to the Works.
- 2.11 Signalling Commissioning Certificates for each Traffic Signalling System (other than any Signalling Commissioning Certificates which were Handover Requirements in relation to a previously issued Handover Certificate) have been issued pursuant to clause 13.8(f).
- 2.12 Any damage to any relevant Traffic Signalling Systems or any issues in Traffic Signalling identified by TfL following the inspections referred to in clause 13.9(b)(i)(C) (other than in relation to any part of a Traffic Signalling System which is located within an Additional Asset Area or a Section of the Site which is the subject of a Handover Certificate) has been rectified in accordance with clause 13.9 (*Damage to the Traffic Signalling*).
- 2.13 Any part of any Traffic Signalling System the subject of a Signalling Commissioning Certificate but not located within an Additional Asset Area or a Section of the Site the subject of a Handover Certificate is in the same location, in the same condition and has the same configuration as documented pursuant to the relevant submissions to the Review Procedure and the relevant Signalling Commissioning Certificate.
- 2.14 All required reinstatement works (other than any reinstatement works in relation to any Additional Asset Areas or any Sections of the Site the subject of a Handover Certificate) have been completed pursuant to clause 7.9 (*Reinstatement*).
- 2.15 A collated DCO Statement of Conformity consisting of each of the DCO Statements of Conformity required pursuant to clause 5.2(e) in relation to all of the Transferred DCO Functions relevant to the Works has been received by TfL.
- 2.16 A collated Design Statement of Conformity consisting of each of the Design Statements of Conformity required pursuant to clause 5.2(g) in relation to all parts of the Works has been received by TfL.
- 2.17 A collated Third Party Agreement Statement of Conformity consisting of each of the Third Party Agreement Statements of Conformity required pursuant to clause 12.1(k) in relation to all of the Transferred Third Party Functions relevant to the Works has been received by TfL.
- 2.18 Project Co has obtained and maintained in effect all Necessary Consents required in accordance with clause 6.1(a)(ix) in relation to the Works.
- 2.19 Other than in relation to any works required pursuant to a Third Party Agreement, all asset management information required pursuant to paragraph 10 (*Asset Information Requirements*) of Part 5 (*Information Management*) of Schedule 8 (*Management Systems*) has been provided to TfL in the form specified in paragraph 10 (*Asset Information Requirements*) of Part 5 (*Information Management*) of Schedule 8 (*Management Systems*).
- 2.20 All Management Systems required pursuant to Schedule 8 (*Management Systems*) are in place.
- 2.21 The Passive UC Infrastructure Completion Certificate has been issued.
- 2.22 Project Co has rectified:

Part 5 – Permit to Use

- 2.22.1 any failures of the Passive User Charging Infrastructure to comply with clause 14.1(a); and
- 2.22.2 any defects in the Passive User Charging Infrastructure,
identified during the TfL UC Installation Period in accordance with clause 14.2 (*TfL UC Installation Period*).
- 2.23 Any damage to the Active User Charging Infrastructure (other than any Active User Charging Infrastructure the subject of the Handover Certificate) has been rectified in accordance with clause 14.3 (*Damage to the Active User Charging Infrastructure prior to the Permit to Use Date*).
- 2.24 The TfL UC Installation Period has expired (unless otherwise agreed by TfL in accordance with clause 18.2 (*Permit to Use*)).
- 2.25 Project Co has executed (or procured that the D&C Contractor has executed, as applicable) all required Collateral Warranties and provided them to TfL in accordance with clause 3.5 (*Collateral Warranties*) and clause 17.1(m).
- 2.26 Any addendums to a TAF submitted in accordance with paragraph 2.4.8 of Part 1 (*Certification Procedure*) of Schedule 9 (*Certification and Review Procedure*) have been consolidated with the original TAF into a revised TAF pursuant to paragraph 2.4.10 of Part 1 (*Certification Procedure*) of Schedule 9 (*Certification and Review Procedure*).
- 2.27 TfL has endorsed the following documents as "received" or "received with comments" in accordance with the Review Procedure:
 - 2.27.1 Operation and Maintenance Strategy;
 - 2.27.2 Governance and Management Plan;
 - 2.27.3 Operation Strategy;
 - 2.27.4 Incident Response Strategy;
 - 2.27.5 Asset Management Strategy;
 - 2.27.6 Inspections Strategy;
 - 2.27.7 Lifecycle Renewals Plan;
 - 2.27.8 Three Year Programme;
 - 2.27.9 Annual Programme;
 - 2.27.10 Landscape Management Plan;
 - 2.27.11 Cleaning, Sweeping and Washing Plan;
 - 2.27.12 Pest and Vermin Control Plan; and
 - 2.27.13 Winter Service Plan.

Part 5 – Permit to Use

- 2.28 Project Co has completed all the activities in the Services Mobilisation Plan which has been endorsed by TfL as "received" or "received with comments" in accordance with the Review Procedure.
- 2.29 The Required Insurances specified in Part 2 (*Policies to be taken out during the Availability Period*) of Schedule 21 (*Insurances*) are in place.
- 2.30 Handover Certificates in relation to each of the Additional Asset Areas have been issued by TfL pursuant to clause 17 (*Handover of Additional Assets and Supplementary Works*).
- 2.31 The Services UC Interface Protocol has been endorsed as "received" or "received with comments" by TfL pursuant to the Review Procedure.
- 2.32 Not used.
- 2.33 All required temporary works, equipment, plant, materials, waste, debris and other possessions, including temporary site buildings and structures have been dismantled and removed from the Construction Compound in accordance with clause 18.4(b).
- 2.34 The Tunnel Manager has transmitted the Safety Documentation for the design and the commissioning stage to the Safety Officer and the Safety Officer has given their opinion on the opening of the tunnel to public traffic pursuant to the RTS Regulations and Part 2 (*Road Tunnel Safety Regulations*) of Schedule 5 (*Allocation of DCO and Other Requirements*).
- 2.35 TfL has received written evidence that Project Co has consulted with the Silvertown Tunnel Design Review Panel in relation to all relevant aspects of the Design for which the DCO requires consultation with the Silvertown Tunnel Design Review Panel.
- 2.36 Project Co has submitted the TDSCG Terms of Reference and the TDSCG Consultation Document to TfL in accordance with the provisions of Part 4 (*TDSCG and EPG*) of Schedule 6 (*Interested Parties, Third Parties and Liaison Procedures*).
- 2.37 The TDSCG has confirmed that the Safety Documentation has been suitably trialled, tested and verified and such Safety Documentation is capable of being immediately implemented following the Permit to Use Date.
- 2.38 The EPG Terms of Reference have been endorsed by TfL as "received" or "received with comments" in accordance with the Review Procedure.

3. Snagging Items

The Parties acknowledge and agree that the completion of Snagging Items is not required prior to the Permit to Use Date.

Annex 1 of Part 5 – Form of Permit to Use

PERMIT TO USE

We refer to the project agreement between TfL and Project Co dated [] (the "**Agreement**") relating to the Silvertown Tunnel Project. Words and expressions defined in the Agreement shall have the same meanings in this Permit to Use.

1. Further to the notice received on [date] setting out the date upon which Project Co anticipates that the Permit to Use Requirements will be achieved, I/we am/are satisfied that the Permit to Use Requirements have been achieved;
2. This document shall serve as the Permit to Use for the Works.

Signed:

Independent Certifier

Name:

Date:

Note to compiler (to be deleted from completed certificate):

(i) If the completed certificate consists of more than one page, each page shall be identifiable by the name of the scheme and by the name of the item it describes and the date of preparation.



Annex 2 of Part 5 – Snagging Completion Certificate

SNAGGING COMPLETION CERTIFICATE

We refer to the project agreement between TfL and Project Co dated [] ("**the Agreement**") relating to the Silvertown Tunnel Project. Words and expressions defined in the Agreement shall have the same meanings in this Snagging Completion Certificate.

1. Further to the notice received on [date] setting out the date upon which Project Co anticipates that the Snagging Programme will be achieved, I/we am/are satisfied that the Snagging Programme has been completed.
2. This document shall serve as the Snagging Completion Certificate.

Signed:

Independent Certifier

Name:Date: