

LEE VALLEY REGIONAL PARK AUTHORITY

EXECUTIVE COMMITTEE

18 OCTOBER 2018 AT 11:30

Agenda Item No:

7

Report No:

E/590/18

**MAINTENANCE AGREEMENT WITH
LONDON BOROUGH OF HACKNEY RELATING TO
BRIDGE LO1, RUCKHOLT ROAD, LONDON, E20 3AD**

Presented by the Director of Corporate Services

EXECUTIVE SUMMARY

The LO1 footbridge spans Ruckholt Road in Queen Elizabeth Olympic Park and is half owned by the Authority by way of the now expired Olympic Agreement (as varied), with the other half owned by the London Borough of Hackney. The Bridge was previously controlled and maintained by the London Legacy Development Corporation. The London Borough of Hackney has a dedicated team of workers who are experienced in the maintenance of bridges and will undertake maintenance of the Bridge and subject to Member approval the Authority has agreed to pay a proportion of the costs on the terms detailed below.

RECOMMENDATIONS

- Members Approve:
- (1) entering into a Maintenance Agreement for Bridge LO1 with the London Borough of Hackney; and
 - (2) subject to (1) above, the signing and sealing of all necessary legal documentation.

BACKGROUND

- 1 The Authority entered into an Olympic Agreement with the London Development Agency (LDA) in January 2005 (as varied). This agreement was novated to the Olympic Park Legacy Company (OPLC) and then subsequently to the London Legacy Development Corporation (LLDC).
- 2 The Olympic Agreement included an option for the then OPLC to purchase land from the Authority. In addition to a capital receipt the Authority also received land on a '1 for 1' basis in exchange for the land disposed of. Part of this land exchange is shown on the plan attached as Appendix A to this report. This particular piece of land also included Bridge LO1. When the Authority became the owner of this land it also became subject to the liability for the Bridge. This bridge is situated on the West side of the Lee Valley Hockey and Tennis Centre

which leads across the River Lea to Hackney Marshes which is land owned by the London Borough of Hackney (LBH).

- 3 LLDC are now in a position to hand over Bridge LO1. LLDC have remedied the defects identified in the survey carried out by Atkins. The Authority has inspected and noted that the remedial works have been completed to their reasonable satisfaction. LLDC also has the benefit of a collateral warranty for the part design and construction of the Bridge from the original contractor (Skanska Construction UK Ltd) dated 1 May 2013. They are in the process of assigning this warranty to the Authority and LBH as part of the handover of the Bridge. The warranty runs from the construction of the Bridge in 2011 until 2023.
- 4 All parties are now comfortable that Bridge LO1 is in reasonable condition and capable of being handed over to the Authority and the London Borough of Hackney (LBH).
- 5 There are various other bridges in Queen Elizabeth Olympic Park that have previously been handed over to the Authority by LLDC.
- 6 LBH have a dedicated highway team who are experienced in the maintenance of bridges even if external resources are required. Officers from both the Authority and LBH are confident that there will be economies of scale in working together as opposed to each party using their own external contractor for maintenance. Maintenance costs of the Bridge have been estimated at circa £10,000 per annum allowing for cyclical repairs/redecorations at a cost of £50,000 every 5 years. A major refurbishment is to be scheduled at a 20 yearly interval. The lifespan of the Bridge is in excess of 100 years.
- 7 LBH will carry out inspections using such company as has previously been agreed with the Authority at regular intervals. The cost of an annual inspection and report is £1,530.93 (50% cost to the Authority of £765.46).
- 8 LBH will carry out assessments of Bridge LO1 at intervals of no less than 5 years and no more than 10 years in accordance with the Department of Transport Standard BD 21/01 "The Assessment of Highway Bridges and Structures" and Advice Note BA 16/01 or other relevant standards, advice notes or circulars issued by the Department of Transport at the time.
- 9 LBH will forward copies of inspection or assessment reports prepared by LBH as soon as they are produced and if such reports or assessments indicate that remedial works (including reconstruction) are required LBH will not proceed with such works until the Authority has agreed the nature or extent of the works proposed and their timing and the Authority will not be required to pay for any proposed works which are commenced prior to the Authority's agreement. If there is no agreement to the proposed works within 3 months of receiving notification as aforesaid then either the Authority or LBH may refer the matter to an arbitrator appointed by the President of the Institution of Civil Engineers whose decision shall be final and binding on the Authority and LBH.
- 10 The Authority will pay LBH one half of the cost of inspections and assessments, carrying out remedial works and also the cost of any undisputed claims relating to the Bridge made against the Authority or LBH. The Authority will also be expected to pay one half of the cost of insuring the Bridge.

- 11 In the event of discovering a defect or alleged defect in the structure of Bridge LO1 which might give rise to a claim, the Authority will inform LBH forthwith and if LBH cannot take measures to limit further defects or damage and prevent use of Bridge LO1 then the Authority will take appropriate measures to limit further damage and inform LBH of the measures it takes. On receipt of notification of any defect or alleged defect in the structure of the Bridge, LBH will take all reasonable measures to attend the defect and carry out remedial action in accordance with its method statement of emergency situations.
- 12 LBH and the Authority may jointly apply for funding from external or other appropriate sources in respect of essential maintenance and repair work to Bridge LO1 and replacement works if it is beyond economic repair.

ENVIRONMENTAL IMPLICATIONS

- 13 There are no environmental implications arising directly from the recommendations in this report.

FINANCIAL IMPLICATIONS

- 14 The costs of maintaining this Bridge will be funded from the Authority's asset maintenance budget. Maintenance costs of the Bridge have been estimated at circa £10,000 per annum which will be set aside, allowing for cyclical repairs/redecorations at a cost of £50,000 every 5 years. Major refurbishment is to be scheduled at a 20 yearly interval. The lifespan of the Bridge is in excess of 100 years.

HUMAN RESOURCE IMPLICATIONS

- 15 There are no human resource implications arising directly from the recommendations in this report.

LEGAL IMPLICATIONS

- 16 These are dealt with in the body of the report.

RISK MANAGEMENT IMPLICATIONS

- 17 There is a small risk that the defect to the structure may result in the closure of the Bridge as remediation works might not prove to be cost effective.

EQUALITY IMPLICATIONS

- 18 There are no equality implications arising directly from the recommendations in this report.

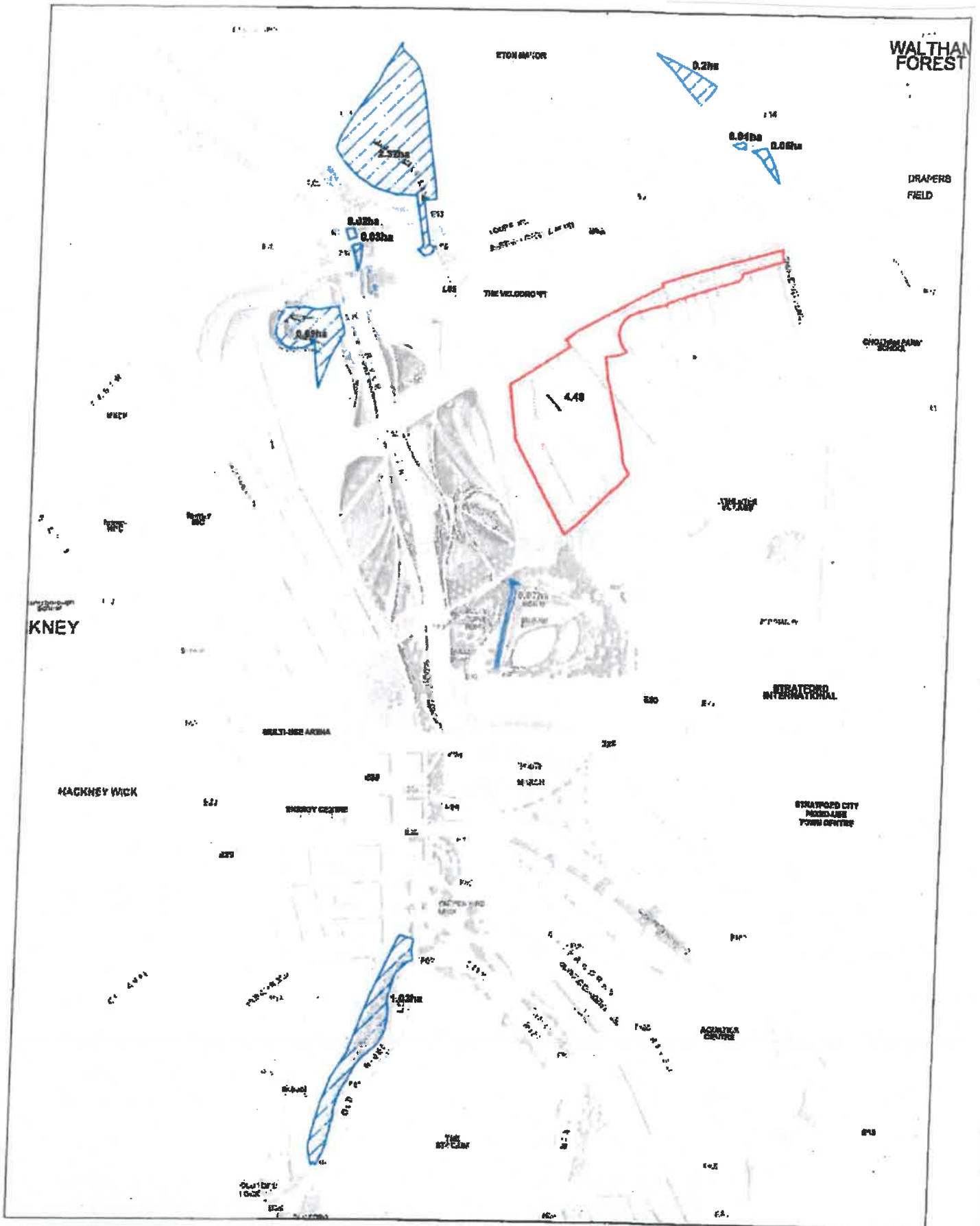
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LIST OF ABBREVIATIONS

LBH	London Borough of Hackney
LLDC	London Legacy Development Corporation
OPLC	Olympic Park Legacy Company

APPENDIX ATTACHED

Appendix A Exchanged Land



W/PA - Replacement Land Plan
DRAFT - INTERNAL USE ONLY
28 Feb 2012 Rev. 1

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