

To: Cabinet
Date: 16 March 2022
Report of: Executive Director (Development)
Title of Report: Oxpens River Bridge design

Summary and recommendations	
Purpose of report:	To seek agreement to draw down an additional £150,000 from the existing £5.9m Growth Deal funding allocation held by the City Council to design and deliver the Oxpens River Bridge. This is subject to further agreement with the County Council and would be in addition to the £300,000 previously approved by Cabinet for design work for the bridge. This will allow the completion of design work to RIBA stage 4 by the end of June 2022.
Key decision:	Yes
Cabinet Member:	Cllr Alex Hollingsworth - Cabinet Member for Planning and Housing Delivery
Corporate Priority:	Enable an inclusive economy; Deliver more, affordable housing; Support thriving communities; and Pursue a zero carbon Oxford.
Policy Framework:	Adopted Local Plan policy SP2
Recommendation(s): That Cabinet resolves to:	
<ol style="list-style-type: none"> 1. Approve, subject to agreement with Oxfordshire County Council, and Future Oxfordshire Partnership, [formerly Oxfordshire Growth Board] an amended funding agreement to allow additional design fees to be drawn down from the funding allocation and delegate to the Executive Director (Development) in consultation with the Cabinet Member for Planning and Housing Delivery, the Head of Law and Governance and Head of Financial Services, the detailed wording of an amended agreement to address the funding and programme issues. 2. Approve the spend of an additional £150,000 from the bridge Growth Deal funds to complete design work to RIBA stage 4, subject to agreeing the amended funding agreement with Oxfordshire County Council. 3. Delegate to the Executive Director (Development) in consultation with the Cabinet Member for Planning and Housing Delivery, the decision on the preferred option for the bridge, for consultation and then the submission of planning application, if deemed appropriate. 	

Appendices	
Appendix 1	Risk Assessment

Introduction and background

1. The Oxfordshire Growth Deal (the Growth Deal) has been agreed between HM Government, Oxfordshire local authorities and the Oxfordshire Local Enterprise Partnership (OxLEP). Through the Growth Deal, Oxfordshire partners have committed to delivering a plan for the delivery of 100,000 new homes to 2031. In turn, HM Government has committed to provide Oxfordshire with up to £215m funding, of which £150m is for infrastructure over a five-year period to March 2023.
2. Oxfordshire County Council is the lead body for infrastructure delivery in support of the Growth Deal, and entered into a funding agreement with the City Council in March 2020 to pass funds to the City Council to deliver the pedestrian and cycle bridge between Oxpens and Grandpont.
3. The Growth Deal allocation was made because the bridge is a key policy requirement to unlock the growth potential of the Osney Mead site allocation (SP2), which sits in the West End Area of Change within the Council’s adopted Local Plan. As such, the funds cannot be used to deliver other work to bridges or infrastructure elsewhere in the city.
4. In March 2020, Cabinet agreed to accept the funding (£5.9m). Drawdown of the funding is currently set out in the funding agreement as being in 2 parts (1) Design Funding - £300k and (2) Post Design funding – the remaining £5.6m. Funding draw down at each stage is dependent on satisfying a set of pre-conditions set out in the funding agreement. To date, and in line with the funding agreement, there has been a drawdown of £300k which has been used to develop design work progress. Under the terms of the funding agreement the bridge has to be delivered and funding spent by March 2023. We are seeking an extension to this date to September 2024.

Progress on scheme

5. Following a competitive process Stantec, working with Knight Architects, has been appointed to undertake the design. A programme was produced to enable delivery by March 2023.
6. The bridge design is currently at RIBA stage 2. At this stage options have been developed and initial cost report produced. To move the design to RIBA stage 3 a preferred option is needed. In addition, the cost report has identified a funding gap and this is impacting the programme, and potential future delivery.

Bridge Design & Costs

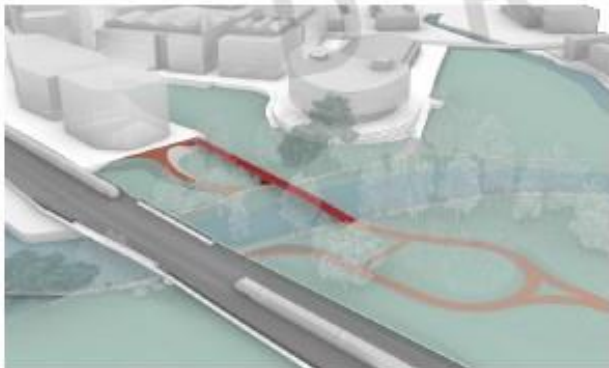
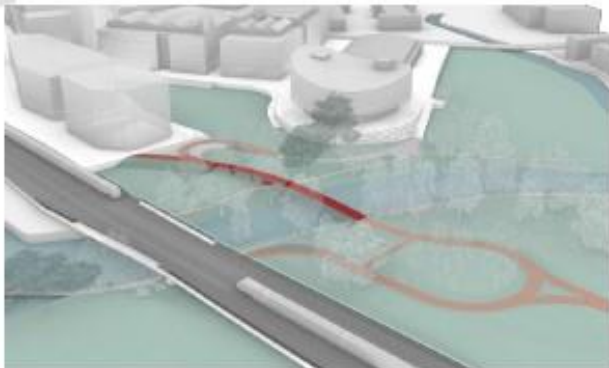
7. Five options have been developed for the location of the bridge. Each has been assessed against a range of criteria and been subject to discussion with Oxford West End Developments (OxWED), the City Council’s Joint Venture with Nuffield College. This is because the bridge is likely to require its land and approval, and it will also need to relate to their proposed redevelopment proposals.
8. The options are split between Western, Central and Eastern routes over the river Thames. Officers are continuing to work with OxWED as land owner to agree a preferred option to take the preferred option to public consultation. It is expected

that we will be in a position to move to Public consultation stage in May 2022, following the elections. Following this, subject to feedback, the next stage would be to submit a planning application. The report seeks an officer delegation to move through these stages, in consultation with the Cabinet Member for Planning and Housing Delivery.

RIBA stage 2 Options 1- 5 Alignment Summaries

Alignment Approach

Alignment Options | Summary

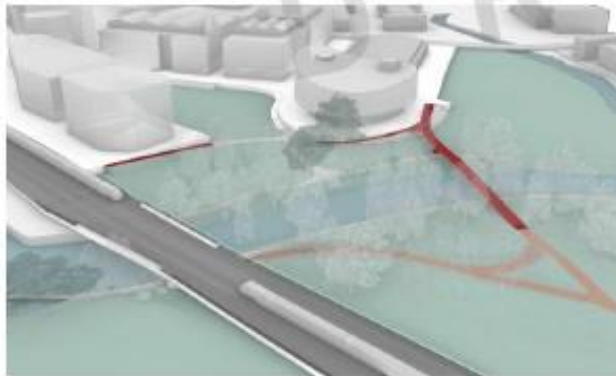
<p>Footprint area = 702 sq m</p> <p>Length of connection = 440m</p> <p>Length of connection = 250m</p> <p>Total tree loss = 25</p>	<p>Legibility of the crossing <input type="checkbox"/></p> <p>Positive user experience <input type="checkbox"/></p> <p>Lessen the severance of meadows <input checked="" type="checkbox"/></p> <p>Limit footprint on floodplain <input type="checkbox"/></p> <p>Provides a direct dry route to city centre for all users <input checked="" type="checkbox"/></p> <p>Provides a direct dry route to train station for all users <input checked="" type="checkbox"/></p> <p>Limit tree loss on both banks <input type="checkbox"/></p>	<p>Footprint area = 815 sq m</p> <p>Length of connection = 300m</p> <p>Length of connection = 270m</p> <p>Total tree loss = 25</p>	<p>Legibility of the crossing <input type="checkbox"/></p> <p>Positive user experience <input checked="" type="checkbox"/></p> <p>Lessen the severance of meadows <input checked="" type="checkbox"/></p> <p>Limit footprint on floodplain <input type="checkbox"/></p> <p>Provides a direct dry route to city centre for all users <input checked="" type="checkbox"/></p> <p>Provides a direct dry route to train station for all users <input checked="" type="checkbox"/></p> <p>Limit tree loss on both banks <input type="checkbox"/></p>
Option 1		Option 2	
			

- Assessment Key:**
- Fulfills the key design principle ✓
 - Partially fulfills the key design principle !
 - Does not fulfill the key design principle ✗

Footprint area = 855 sq m
 Length of connection = 235m
 Length of connection = 815m
 Total tree loss = 11

Legibility of the crossing	✓
Positive user experience	✓
Lessen the severance of meadows	!
Limit footprint on floodplain	✓
Provides a direct dry route to city centre for all users	✓
Provides a direct dry route to train station for all users	!
Limit tree loss on both banks	✓

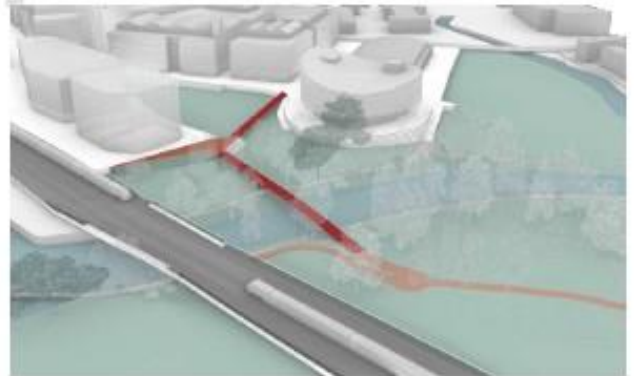
Option 3



Footprint area = 810 sq m
 Length of connection = 243m
 Length of connection = 208m
 Total tree loss = 20

Legibility of the crossing	!
Positive user experience	!
Lessen the severance of meadows	✗
Limit footprint on floodplain	!
Provides a direct dry route to city centre for all users	✓
Provides a direct dry route to train station for all users	✓
Limit tree loss on both banks	!

Option 4

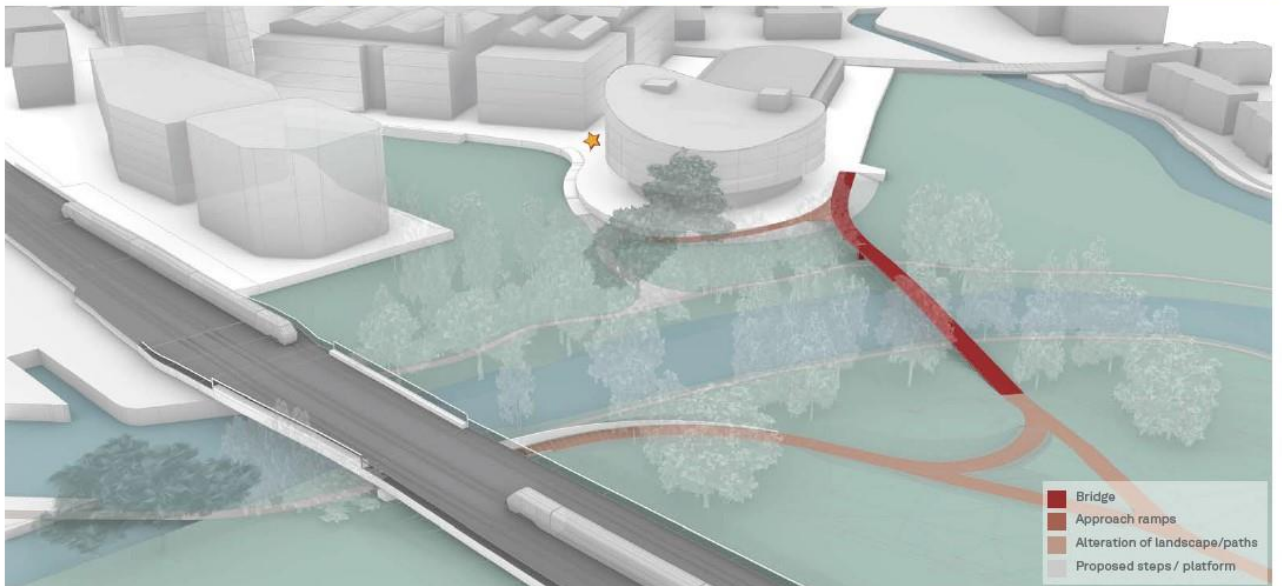


4.1 Assessment Summary | Option 3 (updated)

The summary of this updated option is added for two reasons; to highlight the length of the connection to the new landing point which provides a direct route to both destinations, and the removal of the most westerly ramp what reduces the total indicative structural area and footprint on the floodplain.

Assessment Criteria
 Option 3 updated

Legibility of the crossing ✓ Positive user experience ✓	Lessen the severance of meadows ! Limit footprint on floodplain ✓ 70sqm	Provides a direct route to the City Centre for all users ✓ 300m Provides a direct route to the train station for all users ✓ 300m	Indicative Structural Area ✓ 664sqm Limit tree loss on both banks ✓ 11
--	--	--	---



Overview Option 3 Revised

4.1 Assessment Summary | Option 5

Assessment Criteria
Option 5



9. High level costings of the options have indicated an anticipated total cost for the bridge of between £7 and £11m. This is subsequently resulting in a funding gap of between £1m to £5m dependent on the detailed design, approach to maintenance and further information becoming available and fluctuations in material costs. Discussions are taking place with the County Council to look at options for refining and then addressing this potential funding gap. Other funding sources will also need to be explored as part of this process. However, as was envisaged in the previous Cabinet report, there is a chance that the project is not able to move forward after the feasibility stage due to the costs being too high.
10. Once we have fixed the route choice, we will be making every effort to control and reduce costs further by value engineering the design and build stages.
11. However, despite the uncertainties about the delivery funding, rather than stopping at RIBA Stage 2, the recommendation in this report is agree the release of further feasibility funds to take the project to RIBA Stage 4. By completing the design work and gaining a planning permission, this will provide a clearer picture of the necessary funds for delivery.
12. This knowledge will enable the delivery of the bridge to move forward in a timely fashion, when funds are available. Stopping at RIBA Stage 2 and not moving forward will not enable us to consolidate and benefit from the work undertaken to date, as it will not give a preferred option, or an accurate cost, or a planning consent to support delivery. A “shovel ready” scheme, with planning is likely to more attractive to future funders as well.
13. Completing the bridge design to RIBA Stage 4 will exceed the £300k design funding allowed for in the 2020 funding agreement. As such, agreement from the County

Council will now need to be sought for an additional £150,000 to complete the design work stage.

14. This additional money would be drawn down from the £5.9m Growth Deal funds already allocated to the City Council for the design and delivery of the bridge. The terms of the funding agreement with the County and the rationale for why the Growth Deal is funding this bridge mean that these funds cannot be used on any other project or infrastructure.

Programme

15. A programme has been developed to deliver a bridge by the funding agreement deadline by March 2023. However this programme required the procurement of the contractor to run in a parallel with detailed design and planning stage. Without certainty of the delivery funding being in place, we are unable to procure the contractor, making the programme by March 2023 now undeliverable.
16. A further challenge is the need to co-ordinate with the work on Oxpens. The emerging proposed scheme for Oxpens includes groundworks and level change works to address flooding and these works are in the area where the bridge would connect.
17. Discussions with the County Council are taking place with regard to the programme and an update will be provided.
- 18.

DRAFT PROGRAMME		
Stage	Approximate Start date	Duration
RIBA Stage 3 - Developed Design	Start of March	2-3 Months
Oxford Local Elections Purdah	Mid March	1+ Month
Election Day	05th May 2022	
Public Consultation	6th May 2022	2 weeks tbc
Planning Submission	Early July	
RIBA Stage 4 - Technical Design	Mid May	1-2 Months
Planning Determination	Mid July	2-3 Months
Tender period	Mid July	1 Month
RIBA Stage 5 - Construction (D&B)	Mid Sep	1 year
RIBA Stage 6 - Handover	Mid Sep	2 weeks tbc

Financial implications

19. £6m was put in place through the Growth Deal Funds (subject to Growth Deal change control agreement) for the Oxpens River Bridge - £5.9m of which forms the amount agreed in the 2020 funding agreement between City and County – the remaining £100k being retained by the County Council to cover County Council staffing costs associated with the project.
20. In agreeing to take on the funds, responsibility for delivering the design, to RIBA Stage 4, sits with the City Council, but with ongoing input from the County Council as part of the project team and funding partner.
21. As current high level cost estimates indicate that there is currently a funding gap between the grant allocated and the anticipated final costs. The project is a shared endeavour between the City and Council Councils and as such, both organisations

are working to close this gap in the short-term, to enable the remaining Growth Deal funds to be drawn down to support the delivery.

22. Should the feasibility work demonstrate that it is not possible to deliver the scheme within the budget envelope, or timeframes agreed with the County Council, the City Council will, through the funding agreement, retain the option not to move forward with the project, and return the remaining funding.
23. The contractual terms entered into will protect the City Council from any financial exposure should the project not then move forward. This will be achieved by ensuring that any incurred or committed expenditure to that point cannot be clawed back by the County Council. The County Council can only claw back funds spent by the City Council in an instance of negligence (as defined in the funding agreement). In order to reduce this risk, the City and County Councils have instigated a project management team to oversee the project. A shared gateway process and joint sign off procedure on spending drawdown has been implemented.
24. It is also worth noting that the Growth Deal funds are designed, where practicable, as revolving funds that can be, in full or in part, replaced at the stage when development partners are required to make Community Infrastructure Levy Payments or enter into S106 planning obligation agreements. As such, some funding may be secured at a later date to repay or supplement project funds.

Legal issues

25. The County Council is the accountable body for receipt of Growth Deal infrastructure funding from the Government. In order to meet the timescales for the spend of the funding, the County Council sought for the City Council to deliver the project. In accepting such funding from the County Council, the City Council has sought to ensure that the conditions upon which the funding was provided are met, in full, to ensure that there is no risk of claw back by the County Council. Where it is not possible to eliminate all risk of clawback, the funding agreement states the terms on which funds may need to be returned.
26. City Council Officers will negotiate with the County Council to ensure that the principles underpinning the amended contractual arrangement between Oxford City Council and Oxfordshire County Council will need to be flexible enough to allow for any changes to programmed activity. This is in recognition that project is at RIBA Stage 2, and that changes may arise from a greater understanding of project constraints and costings developed through design stages. Therefore, the milestones, timings and outputs the City Council is obliged to meet will need to allow for change in timings and approach as well as to manage any further funding requirements.

Level of risk

27. A risk register is attached as Appendix 1.
28. There is a risk that more detailed design and feasibility work reveals new constraints or requirements that alter timescales or costings. The impact of this will be assessed as part of the gateway process set out within the funding agreement and also through the City Council's own staged gateway process for managing its capital programme through to delivery.

29. Should it not be possible to meet, or agree, gateway conditions set out in the funding agreement, the contractual terms entered into protect the City Council from any financial exposure should the project not then move forward. As highlighted above, this will be achieved by ensuring that any incurred or committed expenditure to that point cannot be clawed back by the County Council.

Equalities impact

30. The Equality Act 2010 Section 149 places a duty on public authorities to have regard to the need to eliminate discrimination, harassment, victimisation, advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it and foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
31. The bridge design will be compliant with Local Transport Note 1/20 to ensure accessibility for all.
32. Further work will be undertaken on the equalities impact at the next design stage of the work on the preferred option.

Environmental Impact Assessment

33. As this is not yet a key decision, this work has not yet been undertaken. This work will be undertaken on the environmental impact at the next design stage of the work on the preferred option and initial discussions have already commenced.

Report author	Steve Weitzel
Job title	Regeneration Manager
Service area or department	Regeneration and Economy
Telephone	01865 255740
e-mail	sweitzel@oxford.gov.uk

Background Papers:	
1	Cabinet Report March 2020 – Allocation of Growth Deal Funding to Oxford City Council