

Appendix B: Advance Works Agreement

Introduction

The Trust gained approval from NHS South West for the Appointment Business Case for the Southmead Hospital Redevelopment. The ABC included a publicly funded advance works package of up to £8m (incl. VAT). These advance works largely related to amendments to site infrastructure and some additional minor works.

Since this time the Trust secured SHA and DH agreement to publicly fund (via prudential borrowing) a further £13m (excl. VAT) of advance works, instead of through the PFI concession agreement. The loan agreement is appended.

The total advance works now totals £20.2m excluding VAT.

Scope of Additional Works

The additional works are as follows:

- Provision of a temporary catering facility
- Provision of a temporary radiology building
- Provision of a temporary pharmacy building
- Provision of temporary building for Clinical Engineering department
- Re-provision of parts of the Avon Orthopaedic Centre
- Re-provision of Diabetes department into refurbished Trust building

Benefits of Additional Works

The Trust's current catering, radiology and pharmacy departments on the Southmead site are situated within the footprint intended for the new hospital. The Trust must therefore decant into temporary accommodation to allow construction of the new hospital.

Once decant has taken place these buildings will be rendered redundant and the Trust would have to account for accelerated depreciation in 2009/10 and 2010/11.

If the Trust could bring forward the construction of the temporary buildings and move into these before the current financial year end, these buildings could be impaired, rather than accounting for accelerated depreciation. Due to funding streams this would result in significant savings for the local health economy. This is discussed in more detail in the affordability section below.

Financing of the scheme through a DoH loan is cheaper than payment via the PFI unitary payment, as discussed in the value for money section below.

The 25 year loan will improve the I&E position from the new hospital opening, and assists the Trust's cash position over the very long term.

Risks

The Advance Works Agreement is a DoH standard form document. This agreement is not intended to cover building construction. There is therefore less protection for the Trust under this agreement until the main PFI Project Agreement is signed. However, once the Project Agreement is signed, the Advance Works Agreement is subsumed within the Project Agreement.

Should the Trust never sign the Project Agreement, the Trust will still be required to pay for these temporary buildings. However, in this eventuality, the Trust would still need to improve its current estate but via an alternative funding mechanism. The clear site would therefore still be required.

Payment for the Advance Works via a 25 year loan will increase the Trust's outstanding debt in the short term (over the period to the new hospital).

The Advance Works payment regime results in an £8m negative cash impact over the next 5 years from 2010/11. However the Trust believes that this is manageable, as discussed in the value for money section below.

Funding

The Trust is financing the additional £13m via a loan from the DoH. This loan will be repaid over 25 years. The DoH has approved the loan principle as per the loan agreement attached at annex A.

The interest rate is 4.02%, compared with the effective cost of PFI finance of 8.1%.

VFM

The DoH loan is at a lower interest rate and for less years than the PFI scheme. Therefore this method of financing offers better value for money than the alternative of retaining within the main scheme.

Affordability

The table below sets out the impact of the knock-on effects of the Trust funding the further advance works through a 25 year prudential borrowing loan, compared with having the works completed as part of the PFI scheme, funded via the unitary payment (UP).

Advanced enabling funded by 25 year prudential borrowing

	9/10	10/11	11/12	12/13	13/14	Sum to 2013/14	14/15 onwards
	£000	£000	£000	£000	£000	£000	£000
Expenditure impact on SHA							
I&E - additional transitional funding for earlier dep'n & dividend/interest on e	625					625	
I&E - saving on accelerated depreciation funding	-3,660	-3,040				-6,700	
	-3,035	-3,040	0	0	0	-6,075	0
Expenditure impact on NBT							
I&E - additional transitional funding for earlier dep'n & dividend/interest on e	625					625	
Additional SHA transitional funding for the above item	-625					-625	
Reduced accelerated depreciation	-3,660	-3,040				-6,700	
Reduced accelerated depreciation funding	3,660	3,040				6,700	
Impact of interest charges as opposed to dividend payments		-78	-78	-78	-78	-312	
Reduced annual PFI unitary charge						0	-850
Total	0	-78	-78	-78	-78	-312	-850
Cash impact on NBT							
Additional capex	13,000					13,000	
Additional prudential borrowing	-13,000					-13,000	
Interest charges on enabling	-300					-300	
Increased transitional cost funding	625					625	
Reduced accelerated depreciation funding	-3,660	-3,040				-6,700	
Assumed loan repayment over 10 years		-520	-520	-520	-520	-2,080	330
I&E impact		78	78	78	78	312	0
Total	-3,335	-3,482	-442	-442	-442	-8,143	330
NBT management of cash impact							
Slip (and slightly reduce) capex	0	-3,040		1,004	1,621	-415	
Take out unutilised cash from accelerated depreciation				-1,004	-4,644	-5,648	
Temporary reduction in current balances	-3,335				3,335	0	
Reduction in capital programme or capital receipts or higher surplus requirement		-520	-520	-520	-520	-2,080	
	-3,335	-3,560	-520	-520	-208	-8,143	0

The key points are as follows:

- The 25 year loan achieves a saving on accelerated depreciation charges, which reduces the funding required from the SHA. The net saving to the SHA after covering additional Trust capital charges is £6.075m. The saving to the SHA also assists the local health economy in the long term, as the SHA would require PCTs to repay the sums which it provides to NBT for accelerated depreciation in the years after 2013/14.
- **[REDACTED]**
- The 25 year loan option introduces new NBT prudential borrowing debt of £13m. However, PFI debt is reduced by the equivalent sum. The implications of this for compliance with prudential borrowing limits are complex. The key point is how compliance with these ratios would be affected by a decision to finance £13m of enabling works from public prudential borrowing as opposed to through the PFI contract.

The key driver here is that the ratios are all driven by the amount of revenue available for debt service and do not distinguish between prudential borrowing debt and PFI debt. Given this and the fact we have established that public debt is cheaper to service than PFI debt, then per se financing the enabling works from prudential borrowing can only improve our position against the ratios.

- The 25 year loan option results in a negative cash impact on NBT of £8.1m over the period to 2013/14. This arises because the free cash from accelerated depreciation funding is reduced, and because there are loan repayments on the prudential borrowing while repayment of PFI debt does not begin until 2013. There is a £330k annual positive cash impact from

2014/15 onwards for 30 years to the end of the PFI contract, which in practice will increase in line with the RPI each year. Thus ultimately the cash outlay of the Trust is likely to be lower.

- This negative cash impact over the period to 2014/15 can be covered by utilising cash from the remaining accelerated depreciation which is not committed (£5.6m) and by reducing capital expenditure over the period (£2.5m).

Procurement

The total value of Advance Works Agreement relates to works which would otherwise have been procured under the PFI Agreement. The Trust has reviewed the OJEU notice for the Southmead Hospital Redevelopment project and has taken advice from legal advisors in respect to this procurement. Based upon these discussions, the Trust is satisfied that the AWA does not need a separate procurement.

Risk

Risks transferred to Carillion

Keeping to programme in terms of temporary buildings

Asbestos and ground contamination in relation to the site of the temporary buildings

Carillion are proposing to transfer catering equipment from the temporary building to the new hospital. Carillion will bear the risks of decommissioning from the temporary building and re-commissioning in the new hospital. They will also be responsible for providing temporary equipment to maintain the service during this decommissioning / re-commissioning down time.

Carillion are proposing to transfer some radiology equipment and a pharmacy robot from the temporary buildings to the new hospital. Carillion will bear the risks of decommissioning from the temporary building and re-commissioning in the new hospital. They will also be responsible for providing temporary equipment to maintain the service during this decommissioning / re-commissioning down time.

Additional Trust Risks

The Trust must pay back a 25 year loan to the DoH. (However, this reduces the amount payable to the PFI provider).

Should the PFI contract not be signed the Trust will still be liable to pay for the Advance Works.

Some equipment is to be purchased as a part of the Advance Works and then transferred to the new hospital. The Trust will therefore need to lifecycle these items of equipment at an earlier date within the PFI scheme. The up side to this is that the Trust will save on a round of lifecycle costs now.

Commercial Amendments

The AW was procured using the DoH Standard Form Advance Works Agreement (AWA). Project-specific amendments were made to the AWA in relation to the £8m works, and these amendments were agreed with the PFU prior to ABC approval.

In relation to the additional £13m works, further project-specific amendments were necessary. The key additions are detailed below. A full summary of the agreement is included at annex B. A summary of the amendments required to the payment mechanism are included at annex C.

Compensation if Works are Late

As stated above, the principle driver for the additional works is to enable the Trust to claim impairment. To do this the Trust must have vacated its existing buildings by 31st March 2010. The Trust has therefore included a compensation clause within the AWA to encourage Carillion to complete the works on time. The compensation clause includes:

£[REDACTED] per week penalty for each of the catering, pharmacy and radiology buildings

£[REDACTED] per week penalty for each of the clinical engineering, chapel and diabetes buildings (chapel works was part of the original £8m Advance Works package)

Completion of the Works in relation to each of these buildings will be confirmed through certification by the Independent Tester. Completion of the Works will include installation and commissioning of equipment provided by Carillion.

These penalties will be deducted from the final payment to Carillion under the AWA. Should the total penalties exceed the final payment, Carillion will reimburse the Trust for any additional monies owed.

Whilst these penalties are insufficient to cover the impairment funding, it will serve as an incentive for Carillion to complete the works on time.

In addition, if completion of the buildings is delayed, the Trust will not vacate existing buildings and hence Carillion cannot start the new hospital works. Carillion cannot claim a Delay or Compensation Event under the PA in relation to this as the delay is due to Carillion.

Penalties under the AWA are not considered necessary separately for any infrastructure works as a lack of light, heat and power to the temporary buildings is already covered in the above penalties. Delay in relation to anything else will result in a Carillion-caused delay to the new hospital and therefore there will be no Delay or Compensation Event claim under the PA.

Equipment

Carillion will purchase some equipment to be used within the temporary buildings. In addition, some of these items of equipment may be transferred to the new hospital building. Bespoke drafting was required to cover the inclusion of equipment in the AWA and in particular to tie in to the bespoke PA Schedule 13.

Carillion will purchase some radiology equipment and a pharmacy robot which were currently included within categories B and A2 of the main PFI scheme. These items will transfer to the new hospital. In addition, Carillion will purchase some new catering equipment which will not transfer to the new hospital.

Carillion will transfer any fixed equipment from existing buildings into the new temporary buildings. The Trust will transfer all movable equipment.

During the life of the temporary buildings the Trust will maintain and replace all equipment as necessary. In respect of the radiology equipment and pharmacy robot, due to the specialist nature of the equipment, the maintenance will be carried out by a third party.

Where equipment is being transferred to the new hospital the same principles remain as currently drafted in the Project Agreement – Trust is responsible for de-commissioning from the temporary buildings and Project Co will re-commission in the new hospital.

Our ref: DM/091012_SWebster NBT_Facility Agreement.doc

12 October 2009

Steve Webster
Director of Finance
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South West

South West Strategic Health Authority
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TA1 2PX

Tel: 01823 361000
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Email: go@southwest.nhs.uk
<http://www.southwest.nhs.uk>

Dear Steve

Capital Investment Loan
Loan reference no. CIL/09-10/RVJ/1

Herewith, the Facility Agreement for the Capital Investment Loan between North Bristol NHS Trust and The Secretary of State for Health.

Please would you kindly confirm receipt of the enclosed documentation via email to Duncan Moore, Finance Manager, South West Strategic Health Authority to Duncan.moore@southwest.nhs.uk

Yours sincerely



Heather K Bell
Personal Assistant to
Associate Director of Finance

NORTH BRISTOL NHS TRUST DIRECTOR OF FINANCE		
15 OCT 2009		
ACTION	INFO	FILE

Enclosure: Facility Agreement – North Bristol NHS Trust

Copy:

Peter Heugh, Assistant Director of Finance, South West Strategic Health Authority

LOAN REFERENCE No. CIL/09-10/RVJ/1

DATED 24th August 2009

CAPITAL INVESTMENT LOAN

between

NORTH BRISTOL NHS TRUST
(as "Borrower")

and

THE SECRETARY OF STATE FOR HEALTH
(as "Lender")

THIRTEEN MILLION POUNDS

25 YEARS 0 MONTHS TERM

LOAN FACILITY AGREEMENT

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1 DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement:

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Available Facility**" means the Facility Amount less:

- (A) all outstanding Loans; and
- (B) in relation to any proposed Utilisation, the amount of any Loan that is due to be made on or before the proposed Utilisation Date.

"**Facility**" means the term loan facility made available under this Agreement as described in Clause 2 (*The Facility*).

"**Facility Amount**" means ~~£13,000,000~~ at the date of this Agreement and thereafter that amount to the extent not cancelled, reduced or transferred by the Lender or the Borrower (as the case may be) under this Agreement.

"**Final Repayment Date**" means ~~15 September 2034~~]

"**Finance Documents**" means:

- (A) this Agreement; and
- (B) any other document designated as such by the Lender and the Borrower.

"**Interest Payment Date**" means the last day of an Interest Period.

"**Interest Rate**" means the National Loan Fund rate prevailing on the day the Loan is utilised.

"**Loan**" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

"**National Loans Fund**" means the government's main borrowing account set up under the National Loans Act 1968

"**Party**" means a party to this Agreement.

"**Repayment Schedule**" means the repayment schedule set out in Schedule 5.

"**Utilisation**" means a utilisation of the Facility.

"**Utilisation Date**" means the date of Utilisation, being the date on which a drawing is to be made under the Facility.

2. THE FACILITY

2.1 Subject to the terms of this Agreement, the Lender makes available to the Borrower a sterling term loan facility in an aggregate amount equal to the Facility Amount.

3. PURPOSE

3.1 Purpose

The Facility shall be utilised by the Borrower for the purposes of financing capital expenditure.

4. UTILISATION

4.1 Delivery of a Drawdown Request

The Borrower may utilise the Facility through 2 drawdowns only, as detailed in Schedule 2. The Borrower may drawdown on ~~15 September 2009~~ by delivery to the Lender not later than ~~7 September 2009~~ of the duly completed Drawdown Request at Schedule 4. The Borrower may drawdown on ~~15 December 2009~~ by delivery to the Lender not later than ~~7 December 2009~~ of the duly completed Drawdown Request at Schedule 5.

4.2 Currency and amount

4.2.1 The currency specified in the Drawdown Request must be sterling.

4.2.2 The amount of each proposed Loan must be an amount that is not more than the Available Facility and which is a minimum of £250,000 or, if less, the Available Facility.

4.3 Repayment

The Borrower shall repay:

4.3.1 each Loan by equal instalments in accordance with the Repayment Schedule; and

4.3.2 each Loan and all other amounts outstanding under the Finance Documents in full on the Final Repayment Date.

4.4 Reborrowing

The Borrower may not reborrow any part of the Facility that is repaid or prepaid.

5. PREPAYMENT

5.1 Voluntary prepayment of Loans

The Borrower may, if it gives the Lender not less than fourteen days' (or such shorter period as the Lender may agree) prior notice, prepay the whole or any part of any Loan (being a minimum amount of £250,000 where part repayment), on the September Repayment Date in any financial year. Prepayments of the whole or any part of any Loan on the March Repayment Date in any financial year will be permitted only at the discretion of the Lender.

5.2 Restrictions

5.2.1 Any notice of prepayment given by any Party under this Clause 5 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that prepayment.

5.2.2 Any proposals for prepayment that are accepted will require the borrower to pay a sum calculated by the Department of Health in addition to the interest payable up to the day before the loan is prematurely repaid. This sum represents the present value

of future payments of principal and interest, which would have been paid if the original repayment schedule had been met. The present value is calculated by discounting the future payments at a rate of discount equal to the rate of interest currently being charged on new loans of a similar type to that being prepaid, with a life equal to the remaining life of the loan being prepaid. The relevant rate being the one prevailing on the day formal notice is given of the intention to repay. Notwithstanding, the Lender and Borrower may by agreement waive the payment and receipt of any payments due upon early repayment.

5.2.3 The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Available Facility except at the times and in the manner expressly provided for in this Agreement.

5.2.4 No amount of the Available Facility cancelled under this Agreement may be subsequently reinstated.

5.3 **Automatic Cancellation**

At 31 March 2010 the undrawn part of the Available Facility will be cancelled.

6. **INTEREST**

6.1 **Calculation of interest**

The rate of interest on each Loan for each Interest Period is the Interest Rate. The Interest Rate is determined by reference to the National Loan Fund rate prevailing on the day the Loan Facility Agreement is issued.

6.2 **Payment of interest**

The Borrower shall pay accrued interest on each Loan on the Interest Payment Date.

7. **INTEREST PERIODS**

7.1 **Interest Period**

The Interest Period for each Loan shall be a maximum of six months and will end on 15 September and 15 March of each financial year, regardless of the Utilisation Date.

8. **PAYMENT MECHANICS**

8.1 **Payments**

8.1.1 On each date on which the Borrower is required to make a payment under a Finance Document, the Borrower shall make the same available to the Lender (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

8.1.2 Payment shall be made by Internal Direct Debit to the Health General Cash Account 5957 at the Office of the Paymaster General (OPG) from the Borrower's OPG Account.

8.2 **Partial payments**

If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrower under the Finance Documents, the Lender shall apply that payment towards the obligations of the Borrower in such order and in such manner as the Lender may, at its discretion, decide.

8.3 **No set-off**

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

SCHEDULE 1
CONDITIONS PRECEDENT

1. Finance Documents

1.1 This Agreement (original).

1.2 The original or certified copy (as the Lender shall require) of any Finance Document not listed above.

2. General

2.1 A copy of any other Authorisation or other document, opinion or assurance which the approving Strategic Health Authority ("SHA") or Lender considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

SCHEDULE 2

DRAWDOWN SCHEDULE

15 SEPT 2009:

£6,000,000

15 DECEMBER 2009:

£7,000,000

(zero if not drawing, otherwise minimum £250,000 to a maximum of the available facility)

SCHEDULE 3

BUSINESS CASE FOR APPROVAL OF NHS TRUST CAPITAL INVESTMENT LOAN

Sections 1 and 2 to be prepared by the NHS Trust and approved by SHA at section 3. All forms to be forwarded to DH for approval.

1. Please explain briefly the reason/need for a loan and how repayment will be supported.

The NHS Trust and SHA confirm that:

- a) the loan is required to finance capital expenditure;
- b) the loan is affordable in terms of cash to meet principal and interest repayments;
- c) the loan is affordable in terms of revenue to cover interest charges and additional running costs;
- d) an appropriate term for the loan has been chosen, taking into account the life of the asset(s) the loan is to fund; and
- e) the Trust's plans for 2009-10 and beyond take into account the impact of the repayments of this loan on the financing available to fund future capital expenditure.

The trust is undertaking a variety of enabling works to prepare the hospital site for the construction of a significant new hospital under a PFI concession with a 30 year operating period. The capital loan funds are to be used to construct new buildings on the site which are essential to allow the existing ones to be demolished and make way for the site of the new hospital.

The works are being advanced ahead of the financial close and removed from the PFI contract in order to reduce both the cost to the local health community of accelerated depreciation during the construction period and reduce the Unitary payment under the PFI Scheme.

The works are essential to enable a scheme that delivers a long term major asset through a PFI contract with a 30 year operational period, so it is appropriate that the loan has a 25 year loan term.

The loan is affordable in terms of current cash requirements and will continue to be affordable as a result of the savings in the unitary payment. There is a short term additional cost to the trust between the advance of the loan and the initial payments under the PFI scheme but this is affordable in terms of available cash and planned surpluses.

DH Notes

2. Period of Loan: [25] Years [0] Months

Length of borrowing:

Date from: 15 [September] 2009 to 15 [September] 20[34]

DH Notes

- Repayments of principal will be by equal instalments over the period of the loan, due on 15 March and 15 September of each year.
- Interest will be paid in arrears commencing from 15 March 2010

3. Confirmation from SHA

The SHA has scrutinised the capital investment loan requirement and overall cash position of the Trust with the Trust Director of Finance.

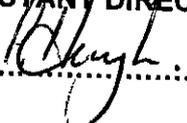
The SHA is satisfied that:

- a) the loan is required to finance capital expenditure;
- b) the loan is affordable in terms of cash to meet principal and interest repayments;
- c) the loan is affordable in terms of revenue to cover interest charges and additional running costs;
- d) an appropriate term for the loan has been chosen, taking into account the life of the asset(s) the loan is to fund; and
- e) the Trust's plans for 2009-10 and beyond take into account the impact of the repayments of this loan on the financing available to fund future capital expenditure.

Name: PETER HEUGH

SHA Code: Q39

Post Held: ASSISTANT DIRECTOR OF FINANCE

Sign: 

Contact Tel Number: (01823) 361331

Date: 28 August 2009

DH Notes

SCHEDULE 4

FORM L2

APPLICATION FOR FUNDING FORM - CAPITAL INVESTMENT LOAN FACILITY - SEPTEMBER 09 DRAWDOWN

Trust: North Bristol NHS Trust	Org Code: RVJ
Date loan required: 15 September 09	
Amount Required: £ [6,000,000] (minimum of £250,000 and in round thousands)	
Amount in words: [SIX MILLION] pounds	
Repayment Period: [25] Years [0] Months	

TERMS AND CONDITIONS

Please sign below to confirm that this drawdown is in accordance with the Term Loan Facility Agreement.

1st Authorised Signature: Mark Ross

Print name: Mark Ross Date: 27th August 2009

2nd Authorised Signature: Andrew Moroz

Print name Andrew Moroz Date: 27th August 2009

Contact Name: Richard Hogger

Contact Telephone: 0117 323 2097

Contact Email: Richard.hogger@nbt.nhs.uk

(This email address will be used to issue the repayment schedule to the borrowing organisation)

OPG Account details

Full Account Name: North Bristol NHS Trust Collection Account

Account Number: 91729

NB - THIS FORM MUST BE RETURNED TO THE LENDER BY CLOSE OF PLAY MONDAY 7 SEPT 2009

For CF Team use only	Checked	Authorised
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SCHEDULE 5

FORM L2

APPLICATION FOR FUNDING FORM - CAPITAL INVESTMENT LOAN FACILITY - DECEMBER 09 DRAWDOWN

Trust: <u>North Bristol NHS Trust</u>	Org Code: <u>RVJ</u>
Date loan required: <u>15 December 09</u>	
Amount Required: <u>£ [7,000,000]</u> (minimum of £250,000 and in round thousands)	
Amount in words: <u>[SEVEN MILLION]</u> pounds	
Repayment Period: <u>[24]</u> Years <u>[9]</u> Months	

TERMS AND CONDITIONS

Please sign below to confirm that this drawdown is in accordance with the Term Loan Facility Agreement.

1st Authorised Signature: Mark Ross

Print name: Mark Ross Date: 27th August 2009

2nd Authorised Signature: Andrew Moroz

Print name Andrew Moroz Date: 27th August 2009

Contact Name: Richard Hogger

Contact Telephone: 0117 323 2097

Contact Email: Richard.hogger@nbt.nhs.uk

(This email address will be used to issue the repayment schedule to the borrowing organisation)

OPG Account details

Full Account Name: North Bristol NHS Trust Collection Account

Account Number: 91729

NB - THIS FORM MUST BE RETURNED TO THE LENDER BY CLOSE OF PLAY MONDAY 7 DECEMBER 2009

For CF Team use only	Checked	Authorised
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Schedule 6

NHS TRUST CAPITAL INVESTMENT LOAN - REPAYMENT SCHEDULE (£000s)

Trust Code	RVJ	
Trust Name	North Bristol NHS Trust	
DH Reference Number	XXX/XXX	
Loan Value	£6,000	
NLF Interest Rate	4.02%	
Date of Loan	15-Sep-09	
Period - Years	25.0	
First Repayment	15-Mar-10	

Date	Advance Recovered	Interest	Total Recovered	Future Recovery	Days in Period
15-Mar-10	£120	£120	£240	£5,880	181
15-Sep-10	£120	£119	£239	£5,760	184
15-Mar-11	£120	£115	£235	£5,640	181
15-Sep-11	£120	£114	£234	£5,520	184
15-Mar-12	£120	£110	£230	£5,400	182
15-Sep-12	£120	£109	£229	£5,280	184
15-Mar-13	£120	£105	£225	£5,160	181
15-Sep-13	£120	£105	£225	£5,040	184
15-Mar-14	£120	£100	£220	£4,920	181
15-Sep-14	£120	£100	£220	£4,800	184
15-Mar-15	£120	£98	£216	£4,680	181
15-Sep-15	£120	£95	£215	£4,560	184
15-Mar-16	£120	£91	£211	£4,440	182
15-Sep-16	£120	£90	£210	£4,320	184
15-Mar-17	£120	£86	£206	£4,200	181
15-Sep-17	£120	£85	£205	£4,080	184
15-Mar-18	£120	£81	£201	£3,960	181
15-Sep-18	£120	£80	£200	£3,840	184
15-Mar-19	£120	£77	£197	£3,720	181
15-Sep-19	£120	£75	£195	£3,600	184
15-Mar-20	£120	£72	£192	£3,480	182
15-Sep-20	£120	£71	£191	£3,360	184
15-Mar-21	£120	£67	£187	£3,240	181
15-Sep-21	£120	£66	£186	£3,120	184
15-Mar-22	£120	£62	£182	£3,000	181
15-Sep-22	£120	£61	£181	£2,880	184
15-Mar-23	£120	£57	£177	£2,760	181
15-Sep-23	£120	£56	£176	£2,640	184
15-Mar-24	£120	£53	£173	£2,520	182
15-Sep-24	£120	£51	£171	£2,400	184
15-Mar-25	£120	£48	£168	£2,280	181
15-Sep-25	£120	£46	£166	£2,160	184
15-Mar-26	£120	£43	£163	£2,040	181
15-Sep-26	£120	£41	£161	£1,920	184
15-Mar-27	£120	£38	£158	£1,800	181
15-Sep-27	£120	£36	£156	£1,680	184
15-Mar-28	£120	£34	£154	£1,560	182
15-Sep-28	£120	£32	£152	£1,440	184
15-Mar-29	£120	£29	£149	£1,320	181
15-Sep-29	£120	£27	£147	£1,200	184
15-Mar-30	£120	£24	£144	£1,080	181
15-Sep-30	£120	£22	£142	£980	184
15-Mar-31	£120	£19	£139	£840	181
15-Sep-31	£120	£17	£137	£720	184
15-Mar-32	£120	£14	£134	£600	182
15-Sep-32	£120	£12	£132	£480	184
15-Mar-33	£120	£10	£130	£360	181
15-Sep-33	£120	£7	£127	£240	184
15-Mar-34	£124	£5	£129	£116	181
15-Sep-34	£116	£2	£118	£0	184
Total	£6,000	£3,075	£9,075		

Schedule 7
NHS TRUST CAPITAL INVESTMENT LOAN - REPAYMENT SCHEDULE (£000s)

Trust Code	RVJ	
Trust Name	North Bristol NHS Trust	
DH Reference Number	XXX/XXX	
Loan Value	£7,000	
NLF Interest Rate	4.02%	
Date of Loan	15-Dec-09	
Period - Years	24.75	
First Repayment	15-Mar-10	

Date	Advance Recovered	Interest	Total Recovered	Future Recovery	Days in Period
15-Mar-10	£140	£69	£209	£6,860	90
15-Sep-10	£140	£139	£279	£6,720	184
15-Mar-11	£140	£134	£274	£6,580	181
15-Sep-11	£140	£133	£273	£6,440	184
15-Mar-12	£140	£129	£269	£6,300	182
15-Sep-12	£140	£128	£268	£6,160	184
15-Mar-13	£140	£123	£263	£6,020	181
15-Sep-13	£140	£122	£262	£5,880	184
15-Mar-14	£140	£117	£257	£5,740	181
15-Sep-14	£140	£116	£256	£5,600	184
15-Mar-15	£140	£112	£252	£5,460	181
15-Sep-15	£140	£110	£250	£5,320	184
15-Mar-16	£140	£106	£246	£5,180	182
15-Sep-16	£140	£105	£245	£5,040	184
15-Mar-17	£140	£100	£240	£4,900	181
15-Sep-17	£140	£99	£239	£4,760	184
15-Mar-18	£140	£95	£235	£4,620	181
15-Sep-18	£140	£94	£234	£4,480	184
15-Mar-19	£140	£89	£229	£4,340	181
15-Sep-19	£140	£88	£228	£4,200	184
15-Mar-20	£140	£84	£224	£4,060	182
15-Sep-20	£140	£82	£222	£3,920	184
15-Mar-21	£140	£78	£218	£3,780	181
15-Sep-21	£140	£77	£217	£3,640	184
15-Mar-22	£140	£73	£213	£3,500	181
15-Sep-22	£140	£71	£211	£3,360	184
15-Mar-23	£140	£67	£207	£3,220	181
15-Sep-23	£140	£65	£205	£3,080	184
15-Mar-24	£140	£62	£202	£2,940	182
15-Sep-24	£140	£60	£200	£2,800	184
15-Mar-25	£140	£56	£196	£2,660	181
15-Sep-25	£140	£54	£194	£2,520	184
15-Mar-26	£140	£50	£190	£2,380	181
15-Sep-26	£140	£48	£188	£2,240	184
15-Mar-27	£140	£45	£185	£2,100	181
15-Sep-27	£140	£42	£182	£1,960	184
15-Mar-28	£140	£39	£179	£1,820	182
15-Sep-28	£140	£37	£177	£1,680	184
15-Mar-29	£140	£33	£173	£1,540	181
15-Sep-29	£140	£31	£171	£1,400	184
15-Mar-30	£140	£28	£168	£1,260	181
15-Sep-30	£140	£26	£166	£1,120	184
15-Mar-31	£140	£22	£162	£980	181
15-Sep-31	£140	£20	£160	£840	184
15-Mar-32	£140	£17	£157	£700	182
15-Sep-32	£140	£14	£154	£560	184
15-Mar-33	£140	£11	£151	£420	181
15-Sep-33	£140	£9	£149	£280	184
15-Mar-34	£140	£8	£146	£140	181
15-Sep-34	£140	£3	£143	£0	184
Total	£7,000	£3,518	£10,518		

SIGNATORIES

Borrower

Signed for and on behalf of

North Bristol NHS Trust

By: NAME: SONIA MILLS
 POSITION: CHIEF EXECUTIVE

SIGNATURE: 

Address: CHRISTOPHER HANCOCK BUILDING
 SOUTHMEAD HOSPITAL
 WESTBURY - ON - TRYM
Phone: BRISTOL , BS10 5NB

Lender

Signed for and on behalf of

The Secretary of State for Health

By: NAME: Robert Yates
 POSITION: Deputy Director – Group Financial Reporting and Cash Management
 Finance and Operations Directorate

SIGNATURE: 

9/1/09

Address: Department of Health,
 Group Financial Reporting & Cash Management
 4W57 Quarry House
 Quarry Hill
 Leeds
 LS2 7UE

Phone: 0113 254 5425

North Bristol NHS Trust

**Confidential Minutes of the Trust Board meeting held on 25 June 2009
in the Bridge Suite, Southmead Hospital**

Present:

Mr P Rilett (Chairman)	Miss S Mills
Mr M Bell	Mr A Nield
Dr C Burton	Mr D Powell
Mr H Hayer	Mr S Webster
Mr S Hughes	Mr S Wood

In Attendance: **Mr N Stibbs**

Apologies: **Mrs P Golding** **Mrs C Thomas**
Prof A Waterman-Pearson

ACTION

75/09 NEW HOSPITAL PROJECT – ADVANCE ENABLING WORKS

Mr Webster presented further information on the options for potential funding of the advance enabling works. He reminded the Board that it had previously supported the recommendation to seek Public Dividend Capital as the best option for funding the £13 million cost. The potential to receive Prudential Borrowing from the Department of Health had been considered acceptable only if assurance was given on early repayment of the historical debt or other changes that improved the Trust's cash position. The former option no longer appeared possible but it did appear that the DH was willing to agree a 25 year loan. This

- assisted the SHA by reducing accelerated depreciation costs,
- provided a mechanism for covering the £1 million for losing bidder fees,
- improved the Income and Expenditure position from the opening of the new hospital because of a lower unitary payment
- reduced the risk profile of the PFI programme
- improved the Trust's position against Monitor prudential ratios

It also had a negative but manageable £8 million cash impact over the five years from 2010/1 and on the outstanding debt in the short term.

The Board agreed that a long term loan was better than leaving it in the PFI contract and supported the recommendation that the Director of Finance seek to secure such a loan from the Department of Health.

SWe

Appendix B Annex B: Summary of provisions of the Advance Works Agreement between North Bristol NHS Trust and Carillion Construction Limited.

The Advance Works Agreement follows the Department of Health Standard Form contract. This summary assumes knowledge of the standard form and reports on those issues which have been included on a project specific basis only.

- 1.1 The clause follows the DH standard form.
- 1.2 The AWA will be superceded by the Project Agreement at financial close save that payments due to the Contractor, LDs due to the Trust and termination on compensation provisions (if applicable) will survive as operative provisions.
- 1.3 The Trust will benefit from a warranty that the Contractor has used reasonable skill and care in carrying out the Advance Works
- 2A Additional provisions have been added requiring the Contractor to provide Consultants' warranties in respect of the Advance Works such warranties to be provided within 21 days of the date of the AWA (or appointment of the consultant if later).
- 2.2 Provides for the Contractor to carry out the Advance Works entirely at its own cost (save where there are express provisions in Clauses 9A (Trust payment by instalments), 9B (Certification of Completion of Advance Works), 10 (Compensation on Termination) or 12 (Payment of Compensation on Termination)).
- 3 The right of the Trust to voluntarily terminate the AWA will expire on completion of the Project Agreement (which will then govern the delivery of any outstanding Advance Works).
- 4 If any Stage of the Advance Works has not been completed by the date which is 3 months after the projected Completion Date (as adjusted for Notified Events) ("**the Milestone Date**") the Trust has a right to terminate the whole AWA. There is a Milestone Date for each temporary building/service and completion of the infrastructure services.
- 5 The Trust can terminate the AWA in the event that the Project Agreement has not been entered into by 28 February 2011 (or the Trust reasonably expects this to be the case). The Trust is comfortable with this "long" long stop as:
 - (a) it is intended that the Advance Works will all be completed by 31 March 2010.
 - (b) if completion of the Project Agreement slips significantly beyond the projected February 2010 completion date there is likely to be a political or affordability reason for this and the Trust would wish to have sufficient time to resolve this.
 - (c) if the Contractor is not performing the Trust can terminate pursuant to the Milestone Date provisions.
 - (d) compensation is payable if termination occurs under this provision.
- 6 There are provisions allowing the Trust to terminate the AWA for Contractor breach (material breach of obligations or abandonment) having first given the Contractor the 20 Business Days to rectify.

9 Provision allowing the Contractor to terminate for Trust material breach having first given the Trust 20 Business Days to rectify.

9A Payment Provisions

9A.1 The Trust is required to pay the Advance Works Sum in instalments which relate to Stages of the Advance Works. The instalments as they relate to the Stages are set out in Schedule 9, Table A. The obligation is subject to satisfactory completion of the relevant part of the Advance Works for which payment is sought (see 9B below) and the Trust's rights of set off.

9A.2 – 9A.9 The remainder of Clause 9A deals with the procedure for submitting, paying and/or disputing invoices.

9B Certification of Advance Works

9B.1 The Independent Tester inspects the Advance Works within 5 working days of each month end to determine which stages of work have been completed in the preceding month. The Trust and the Contractor can be present at the inspection.

9B.2 The Independent Tester must state if there is any outstanding work required to complete a Stage which the Contractor had considered to be complete. There is a process for the Contractor to recall the Independent Tester (and the Trust Representative) to re-inspect completed outstanding work, such process to be repeated as many times as needed until the IT has signed off.

9B.3 When the IT is satisfied that the relevant Stage of the Advance Works is complete he must confirm this in writing. Written confirmation will trigger payment pursuant to Clause 9A. For the final Stage of the Advance Works the IT is required to issue a final completion certificate.

9B.4 The IT must determine completion of each Stage of the Advance Works by reference to whether the Completion Criteria have been satisfied. The Completion Criteria will differ for each Stage of the Advance Works (and are set out in Schedule 9, Table A) – in the case there are objective criteria to be satisfied and, in addition, on completion of each temporary building the Final Completion Criteria must be satisfied (see 9B.7 below).

9B.5 5 Business Days before completion of the Project Agreement (with the parties agreeing when this is the case) the Trust Representative and the IT will inspect the Advance Works to determine the value of work which will be complete at financial close and calculate the value of this work by deducting the value of payments already made to the Contractor under Clause 9A.

9B.6 The Contractor invoices the Trust for the value of work completed under the Advance Works Agreement. Note that there is provision in the project agreement for the outstanding advance works at financial close to be carried out and paid for by the Trust (Clause 35A).

9B.7 The Final Completion Criteria are based on the completion tests set out in Schedule 12 to the project agreement and in the absence of agreement by the parties, the Independent Tester will determine how these are applied to the temporary buildings.

9C Damages for Delayed Completion

9C.1 This clause identifies the final stages for each temporary building and provides that if the final stage has not been signed off by the Independent Tester by its relevant Completion

Date then liquidated damages are payable by the Contractor to the Trust. The Trust can deduct the LDs from sums payable for work that has been completed or recover the money as a debt.

- 9C.2** Sets out the Completion Dates (which can be extended by Notified Events – see below) and the applicable level of LDs for each final Stage. The Trust has provided information to the Department in relation to its satisfaction with the level of LDs which it will receive.
- 9C.3** The LDs are the Trust's sole remedy for late completion of the final Stage of a temporary building.
- 9C.4** Provides a legal mechanism to cover the possibility of the LDs being deemed to be illegal/unenforceable etc and in such circumstances allows the Trust to bring a general damages claim, capped at the level of LDs which would otherwise have been receivable.
- 9C.5** Preserves the Trust's right to claim for breaches other than late delivery of the final Stage of each of the temporary buildings.
- 9C.6** On completion of the final Stage of each of the temporary buildings and once the Trust has made payment for that building all responsibility and control of the building transfers to the Trust. This does not excuse the Contractor for earlier breaches of the AWA that have not been remedied and/or any defects.

9D Advance Works Equipment Responsibility Matrix

- 9D.1 and 9D.2** The Trust and the Contractor must comply with their respective obligations in the matrix in relation to the supply, decommissioning, installation/commissioning, maintenance and replacement of equipment. The matrix is set out in Schedule 14. If a party is unable to comply that party must give notice to the other as soon as possible.

9E Advance Works Equipment Access

- 9E.1** The Contractor has a licence to access Trust existing buildings for the purpose of transferring certain of the equipment which is to be re-used in the temporary buildings. Note that the equipment transfer itself is part of the Advance Works and the Advance Works are required to be insured by the Contractor. To the extent that there is some damage to the Trust existing buildings caused by the Contractor or a related party (which would include a specialist equipment supplier contracted by the Contractor to move kit) Clause 19 requires the Contractor to indemnify the Trust.
- 9E.2** The parties must comply with the Advance Works Equipment Access Programme. A draft of the current programme is at Schedule 13 (and is similar to an Outline Commissioning Programme in the DH Standard Form PFI contract). The programme sets out the steps, timing and responsibilities in relation to equipping the temporary facilities (Clause 9E.4)
- 9E.3** The parties will update the programme within 10 working days of completion of the AWA and will review and update it as necessary each month after that while the AWA is in effect so it is a "living" programme.
- 9E.5** The Contractor can request amendments to the programme and the Trust is required to act reasonably in considering the request (but is permitted to withhold consent if there would be a material impact on services performed by the Trust).
- 9E.6** The parties must advise one another if they are going to miss a timeframe in the programme.

9F Trust Infrastructure Works

The Trust is required to carry out certain work at the Site (e.g. capping off services, moving signs) to facilitate the Advance Works. Details of the work are set out in Schedule 15.

9G Notified Events

Notified Events are:

- Failure by the Trust to allow the Contractor access to existing buildings to move equipment;
- Failure by the Trust to allow the Contractor access to the Advance Works Site;
- Failure by the Trust to comply with the equipment responsibility matrix;
- Failure by the Trust to carry out the Trust Infrastructure Works.

9G.1 The Contractor must notify the Trust if it is claiming a Notified Event and provide sufficient detail.

9G.2 The parties have 5 working days to agree if a Notified Event has occurred failing which the matter can be referred to adjudication

9G.3 The parties must agree the effect of any Notified Event on the construction programme, Advance Works Equipment Access Programme and the relevant Completion Date(s) failing which the matter can be referred to adjudication (Clause 9G.4).

9H Advance Works Equipment Selection Committee Process

The process for selecting certain of the equipment which is to be procured by the Contractor for use in the temporary buildings is set out in Schedule 16 and follows the process set out in Schedule 13 to the project agreement.

9I Independent Tester Appointment

9I.1 The parties are to appoint an Independent Tester as soon as possible.

9I.2 In the interim (and in the event that the Independent Tester's appointment is ever terminated, in the period until a replacement is found) the role will be fulfilled by Ridge & Partners, an existing Trust consultant.

9J Condition Surveys

Where equipment is to be decanted from existing Trust buildings to the new temporary buildings by the Contractor, a condition survey will be carried out on that equipment before and after the decant to determine (if this occurs) which party is responsible for any damage caused in de-installation/transit. Both parties are required to make a joint inspection and written record of condition. Note that the equipment transfer itself is part of the Advance Works and the Advance Works are required to be insured by the Contractor. To the extent that there is some damage to the Trust existing buildings caused by the Contractor or a related party (which would include a specialist equipment supplier contracted by the Contractor to move kit) Clause 19 requires the Contractor to indemnify the Trust.

9K Diabetes Facilities

The Trust has the option to withdraw the temporary diabetes facilities from the remit of the Advance Works provided it does so in writing by no later than 1 October 2009. The AWA records the amount of money (£243,377 exclusive of VAT) by which the Advance Works Sum will reduce.

This provision was included as there are outstanding questions as to whether the current solution for temporary diabetes is actually the Trust's preferred option.

10 Calculation of Compensation on Termination

10.1 If the AWA is terminated because the works have not been completed by 28 February 2011 or in the event of Force Majeure, compensation is payable to the Contractor.

The compensation will comprise:

- Outstanding sums due for completed Stages
- An amount equal to the value of work done for any Stage which is not complete
- Reasonable sub-contractor and/or order cancellation charges
- The cost of goods and materials which cannot be returned by the Contractor (with title passing to the Trust).

10.2 If the AWA is terminated because of Trust breach or on a voluntary basis by the Trust then, in addition to the sums referred to in 10.1, reasonable demobilisation costs are also payable subject to a £250,000 cap, Direct Losses are payable and loss of profits up to a maximum of £800,000.

10.3 If the AWA is terminated for abandonment, Contractor breach or Contractor insolvency the Trust is obliged to pay the sums referred to in 10.1 less the cost to the Trust of completing the Advance Works and any Direct Losses by the Trust. If the resulting sum is negative, the Contractor must reimburse the Trust.

11 Maximum Financial Liability

11.1 The Trust's liability is limited to the Advance Works Sum (plus, in the case of voluntary termination or termination for Trust breach, demobilisation costs, Direct Losses and loss of profit).

11.2 Contains a right of set off which applies to both parties.

12 Payment of compensation following termination

The clause follows the DH standard form with timescales having been completed.

Additional clauses 12.4 and 12.5 have been added to provide for the Trust to notify the Contractor of sums actually paid or proposed to be paid and for the Trust to withhold sums provided it has first given the Contractor notice of its intention to do so.

13 Contractor's Limit on Liability

The Contractor's liability is limited to the Advance Works Sum save that liability for death/personal injury is unlimited and the Contractor also takes the risk of its insurance paying out.

14 Handover on Termination

The clause follows the DH standard form with timescales having been completed.

15 Continuing Advance Works

The clause follows the DH standard form with timescales having been completed.

16 Intellectual Property Rights

The clause follows the DH standard form.

17 Assignment and Sub-Contracting

The clause follows the DH standard form.

18 No obligation to enter the Project Agreement

The clause follows the DH standard form.

19 Indemnities

The clause follows the DH standard form but has been extended to expressly refer to damage to existing equipment of the Trust.

20-21A Boiler Plate clauses

These clauses follows the DH standard form and an additional counterparts clause has been added at 21A.

22 Definitions

Project specific definitions have been added to the standard form

Schedule 1 Description of the Advance Works

Prepared by the Contractor and reviewed by the Trust

Schedule 2 The Conditions (as referred to in Clause 1.1 of the Standard Form)

The CDM provisions have been updated to reflect current law and project specific arrangements. The Trust will appoint the CDM co-ordinator and the Contractor will undertake the role.

The Contractor is required to insure the Advance Works on the basis set out in Schedule 8. Some amendments have been made to Standard Form (with agreement of the Trust's insurance adviser) to reflect the Contractor's concerns re availability of cover and the Trust's concerns that it should not be penalised if the Contractor has a poor claims record.

The Contractor is not required to insure buildings which are to be demolished as part of the Advance Works.

The Review Procedure in paragraph 8 has been extended to cover a few items which the Trust has agreed to review as soon as possible after receipt (and in any event within 10 working days).

- Schedule 3** The (Construction) Programme
- Schedule 4** The Plan (of the Advance Works Site)
- Schedule 5** Part 1 - Method Statements
Part 2 - Contractor's Proposals
- Schedule 6** (List of) Key Subcontractors
- Schedule 7** Trust Works Stipulations
- Schedule 8** Insurance
- Schedule 9** Table A – Works Stages (and related payments)
Table B - Milestone Dates (for the purpose of termination)
- Schedule 10** Collateral Warranty for Consultants
- Schedule 11** Trust Construction Requirements
- Schedule 12** Advance Works Equipment (list)
- Schedule 13** Advance Works Equipment Access Programme
- Schedule 14** Advance Works Equipment Responsibilities Matrix
- Schedule 15** Trust Infrastructure Works
- Schedule 16** Advance Works Equipment Selection Committee Process
- Schedule 17** Independent Tester Criteria (replicated from Schedule 12 to the Project Agreement).

Bevan Brittan

August 2009

Appendix B Annex C: Amendments to Payment Mechanism as a Result of the Advance Works Agreement

Payment Mechanism

Removal of these works from the main Project Agreement will not impact on the payment mechanism. These buildings were not included as Areas or Units within the original payment mechanism.

Building Defects

When the PA is signed the advance works will become part of the main project works under the PFI, so any defects to the advance works will become defects under the main PA as if these works had always been carried out under the PA - in this respect Project Co will be responsible in the first instance, with the Building Contractor liable under the Building Contractor's collateral warranty.

This is the standard SF3 position.

If the PA is never entered into then the Contractor will be responsible for defects in the advance works for 12 years from completion of the advance works (on the basis that the AWA is executed as a deed).

Handback

Once the Trust has moved from the temporary buildings to the completed phase 1 of the PFI, the Trust will hand the temporary buildings back to Project Co for demolition / disposal.

Handover of buildings is covered via Schedule 37 of the PA. This incorporates decommissioning responsibilities to ensure that the building has been decontaminated appropriately, but does not incorporate any provisions in relation to the condition of the buildings. The temporary buildings have been incorporated into this schedule with handover dates.

Carillion has assumed that the temporary buildings may be sold on once the Trust has decanted from the buildings. Carillion has incorporated the sales proceeds within the financial model and hence there is a reduction in the unitary payment. This was the case at final bid and remains unchanged following inclusion of an Advance Works Contract. There is no comeback from Carillion should this price not be achieved.

The Trust's Quantity Surveyor has reviewed the costs incorporated within the AWA to confirm that these costs are reasonable. Costs incorporated within the financial model were reviewed by the Trust's technical advisors at final bid.

Payment for Advance Works following Financial Close

Some of the Advance Works payments will be made after Financial Close. Therefore the payment provisions relating to the advance works have been re-iterated in the Project Agreement at Clause 35A.

The funders' advisors raised concerns in relation to the impact of non-payment by the Trust for undisputed payments due from the Advance Works contract.

Where the Trust defaults in payment to Project Co after financial close in respect of Advance Works, Project Co must be made whole bearing in mind the statutory right of the Construction Contractor to suspend work for non-payment

The Trust's express obligation to pay is set out in Clause 35A. This ought to be sufficient to allow Project Co to claim a delay/compensation event if the Trust is in breach. However, an express reference to this in Clause 35A. This does not add any additional risk to the Trust, merely clarifies the existing position.

In addition the Trust has agreed that it will receive a warning notice before a Delay/Compensation Event can be claimed (within the current timescale for payment) and that the provisions of Clause 45.1 will be amended to ensure the Project Agreement cannot be terminated for failure by the Trust to pay a capital payment.

Equipment

Since financial close could take place before completion of the Advance Works that there will still be some Advance Works Equipment to be selected and most of the Advance Works Equipment to be installed/commissioned at **the temporary buildings** pursuant to the Project Agreement.

The only Advance Works Equipment which Project Co is responsible for Installing and Commissioning in **the new hospital** falls into Category A2, Category B and, in the case of the stained glass window and the aumbry, Category C.

Project Co is required to install all such equipment prior to the Phase 1 Actual Completion Date. Note that there may be items of Advance Works Equipment which are designated as Complex Equipment and therefore no Completion Test, only LADs apply.

The drafting provides that Category A2 and B Advance Works Equipment which has not already been selected under the AWA will be subject to the New Equipment provisions (i.e. Trust involved in selection) and will be subject to the Maximum Budgeted Price provisions.

Where equipment has already been selected under the AWA we have not sought to include it in the Maximum Budgeted Price calculation on the following basis:

- The AWA is a fixed price contract and within that fixed price the Contractor is required to deliver certain items of equipment. To the extent that the equipment exceeds the anticipated contract cost this risk is already borne by Project Co.
- To the extent that the Contractor saves money on an item of equipment purchased using the Advance Works Sum it is likely to be unacceptable to the funders for Project Co to have to refund the saving as there is no contractual right for Project Co to receive this money from Carillion.

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

TRUST/ORGANISATION:	North Bristol NHS Trust
SCHEME:	Southmead Site (South Option)
PHASE:	All
NOT	

Nr Basis of Costing and Assumptions, using OB1 headings

1 Departmental Costs

- a Departmental Costs have been costed on the basis of the DCAG allowances in Healthcare Capital Investment Version 2.1 (NB published figures are at MIPS 360 and uplifted to MIPS VOP 445 and further uplifted to MIPS VOP 515, the current approval level, on the OB2 forms for transfer to the OB1 form)
- b The functional content is based upon the "60307 worksheet SOA reviewed 280606 JMP (2)" received on 17 July 2006 from NBBJ, but prepared by Judy Pilkington, subject to a few minor corrections in formulae and the omission of the following accommodation as subsequently advised by NBBJ and the Trust
- Community concourse
 - Community Accommodation (now retained only)
 - Embedded accommodation (now retained only)
- c For the current costing exercise we have adjusted the overall DCAG's for new build using an average calculation for the proportion of refurbishment for those buildings to be re-used, advised by NRR1.
- d The same three levels of refurb cost have been used as the OBC:
70% full refurb where departments will require major alterations,
50% medium refurb where partial areas will need to be adapted
minimum refurb of 20% for areas requiring only minor/cosmetic alteration
- e The allocation of the re-used accommodation into the above categories is based upon advice from NBBJ and is deemed to include for compliance with the new Part L regulations, where applicable, and for any residual backlog maintenance.
- f The accountants breakdown splits out the new build costs, the refurb costs in each category (70%, 50%, 20%), the retained building costs, short life assets eg demolitions, site clearance etc post PFI (see OB3 Breakdown) and further splits the building and the engineering element within each category.

2. On-Costs

- a On-costs have been calculated based on information received from NBBJ and comprise a series of quantified and lump sum allowances at this stage, as summarised on the OB3 Breakdown. In the absence of information to the contrary, some allowances from the OBC have been retained.
- b Mechanical and Electrical Services figures are based upon those provided by IBS.

3 Provisional Location Adjustment

- a The DCAG allowances are based on outer London prices. Quarterly Briefing publishes average location factors for the regions. For the Bristol area, this is currently 1.00, i.e. the location adjustment is **Nil**.

4 Fees

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

TRUST/ORGANISATION:

North Bristol NHS Trust

SCHEME:

Southmead Site (South Option)

PHASE:

All

NOT

Nr Basis of Costing and Assumptions, using OB1 headings

5 Non-Works Costs

- a This element includes an allowance for statutory charges (1% of build cost) and a lump sum allowance for decanting costs in line with the OBC.
- b A temporary building is required to house the MRI scanners. This has been assumed to require a floor area of 2,000 m².

6 Equipment Cost

- a The Equipment Cost Allowance Guides based on the departmental areas have been used to establish a budget for new equipment; where guidance is not available a budget allowance has been included and will need further verification
- b The published equipment allowances have been checked by the Trust on a room by room basis.
- c An abatement has been included for the re-use of existing equipment. The "target" cost from the OBC has been used, reduced by the OBC allowance for most of the laboratory equipment to the Academic accommodation which is being provided by others.

7 Planning Contingencies

- a Planning and OB assumptions are considered at same level as OBC

8 Residual Optimism Bias

9 Inflation Adjustments

- a The inflation adjustments to start on site and during construction shown below line 12 are currently based on the indicative timeline provided by the trust which show a start on site in 2nd Quarter 2010 and completion by 2nd Quarter 2014 (4 year construction period)
- b The MIPS and APSAB FORVOP indices from Quarterly Briefing Vol 17 Nr 3 have been used to calculate an indicative average inflation uplift.

Reviewed By:

Ridge & Partners
Eden Office Park
65 Macrae Road
Ham Green
Bristol.
BS20 0DD
01275 813 500
23rd November 2009

Project Director

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

COST FORM FB1

TRUST/ORGANISATION: North Bristol NHS Trust		ORGANISATIONAL CODE:		
SCHEME: Southmead Site (South Option)		DIRECTORATE:		
STRATEGIC HA: NHS South West				
PHASE: All				
PROJECT DIRECTOR: D Powell				
CAPITAL COSTS SUMMARY				
		Cost Excl. VAT £	VAT £	Cost Incl. VAT £
1.	Departmental Costs (from Form OB2) Acute Embedded ITC Retained (included in Acute where applicable) Departmental Cost Total	156,003,626 - - - -	27,300,635 - - - -	183,304,261 - - - -
2.	On-Costs (a) (from Form OB3) (- % of Departmental Cost)	149,062,883	26,086,005	175,148,888
3.	Works Cost Total (1+2) at 515 VOP MIPS (Tender Price Index Level 1975=100 base)	305,066,509	53,386,640	358,453,149
4.	Provisional Location Adjustment (if applicable) (- % of sub-total 3a)	-	-	-
5.	Sub Total (3 + 4)	305,066,509	53,386,640	358,453,149
6.	Fees (c) (13.82 % of sub-total 5)	42,162,261	xxxxxxxxxxxxxxx	42,162,261
7.	Non-Works Costs (e) 2.13% VAT Rated Non VAT Rated	6,492,096 85,438	1,136,117 xxxxxxxxxxxxxxx	7,628,213 85,438
8.	Equipment Cost (from Form OB2) Acute Embedded ITC Retained <i>Sub total Equip</i> (14.88 % of Departmental Cost)	23,214,552 - - - -	4,062,547 - - - -	27,277,099 - - - -
9.	Planning Contingencies 10.00 %	37,702,086	6,597,865	44,299,951
10.	TOTAL (for approval purposes) at MIPS 515 (Excluding Optimism Bias)	414,722,942	65,183,169	479,906,111
11.	Residual Optimism Bias (not on Planning Contingency) 10.40 %	39,210,169	6,861,780	46,071,949
12.	TOTAL (for approval purposes) at MIPS 515 (Including Optimism Bias)	453,933,111	72,044,949	525,978,060
13.	Inflation Adjustments (f) MIPS Uplift to Start on Site	1,762,847	279,786	2,042,633
13a.	Sub Total at Start on Site, 2Q2010 2Q2010 = 517 based upon MIPS VOP QB 17-3. Note: MIPS VOP index used, NOT	455,695,958	72,324,735	528,020,693
	Inflation Adjustments FORVOP (to mid-point) Note: MIPS VOP index used, NOT	31,479,477	4,996,193	36,475,670
14.	FORECAST OUT-TURN BUSINESS CASE TOTAL Mid Point of Construction	487,175,434	77,320,928	564,496,362
	Proposed start on site (g) 2Q2010 Using FORVOPS; 2Q 2010 = 912, Q2 2014= 975. 975 / 912 * 100 = 6.908%		Proposed completion date (g) 2Q2014	
<p>Notes:</p> <p>* Delete as appropriate</p> <p>(a) On costs should be supported by a breakdown of the percentage or a brief description of their scope (Form OB3 may be used if appropriate)</p> <p>(b) Adjustment of national D.C.A average price levels and on-costs for local market conditions</p> <p>(c) Fees include all resource costs associated with the scheme eg project sponsorship, clerk of works, building regulation and planning fees etc</p> <p>(d) Not applicable to professional fees - VAT reclaimable EL(90) P64 refers</p> <p>(e) Non-works costs should be supported by a breakdown and include such items as contributions to statutory and local authorities, land costs and associated legal fees.</p> <p>(f) Estimate of tender price inflation up to proposed tender date (plus construction cost for VOP contracts only).</p> <p>(g) Overall timescale including any preliminary works</p>				
Completed By:		Authorised for issue		
Ridge & Partners		Project Director		
Eden Office Park				
Address 65 Macrae Road				
Ham Green				
Bristol.				
BS20 0DD		Date		
Telephone 01275 813 500				
Date 23rd November 2009				

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Summary - Acute)

TRUST/ORGANISATION: North Bristol NHS Trust
SCHEME: Southmead Site (South Option)
PHASE: All
PROJECT DIRECTOR: D Powell

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS SUMMARY (ACUTE)

Functional Content <i>(see OB2 Breakdown Sheets for detail)</i>	Area m2						Cost Allowance £	Equipment Cost £	
	New	Ref 70%	Ref 50%	Ref 20%	Retain	Total			
Inpatient Zone									
Concourse	106	-	-	-	-	106	137,344	10,115	
Generic Nursing Sections	24,485	-	-	-	-	24,485	36,473,270	3,405,703	
Shared In-patient Facilities	844	-	-	-	-	844	848,915	83,675	
Critical Care	3,070	-	-	-	-	3,070	5,154,409	3,409,297	
Supp. Accommodation	5,119	-	-	-	-	5,119	6,287,582	586,976	33,624
Core Clinical Services									
Imaging Services	5,581	-	-	-	-	5,581	7,075,611	19,840,835	
Operating theatre suite	6,991	-	-	-	-	6,991	9,924,557	2,439,735	
Endoscopy Suite	489	-	-	-	-	489	672,375	661,626	
Therapy Services	917	-	-	-	-	917	825,300	215,058	
Diagnostic Services	303	-	-	-	-	303	469,650	70,448	
Mortuary Services	376	-	-	-	-	376	587,829	30,630	
Pharmacy	1,073	-	-	-	-	1,073	1,345,662	232,778	
Supp. Accommodation	287	-	-	-	-	287	274,179	26,872	16,017
Emergency Care									
Concourse	273	-	-	-	-	273	323,816	28,929	
Emergency Centre	7,214	-	-	-	-	7,214	10,147,652	1,001,903	
Supp. Accommodation	126	-	-	-	-	126	117,558	6,003	7,613
Ambulatory Care									
Concourse	1,036	-	-	-	-	1,036	1,285,466	135,183	
Day Case Unit	2,709	-	-	-	-	2,709	3,211,046	881,108	
Generic Outpatients	4,765	-	-	-	-	4,765	5,108,080	534,596	
Specialist Outpatients	689	-	-	-	-	689	1,250,158	215,594	
Community Accom	681	-	-	-	-	681	729,351	71,911	
Community Therapies	1,453	-	-	-	-	1,453	1,281,546	200,000	
Supplementary Accom	509	-	-	-	-	509	493,320	39,697	11,842

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Summary - Acute)

TRUST/ORGANISATION: North Bristol NHS Trust
SCHEME: Southmead Site (South Option)
PHASE: All
PROJECT DIRECTOR: D Powell

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS SUMMARY (ACUTE)

Functional Content <i>(see OB2 Breakdown Sheets for detail)</i>	Area m2						Cost Allowance £	Equipment Cost £	
	New	Ref 70%	Ref 50%	Ref 20%	Retain	Total			
Support Services									
Health Records	466	-	-	-	-	466	462,242	167,346	
Whole Hospital Support Accommodation: Public	634	-	-	-	-	634	655,765	99,189	
Administration: Corporate	2,338	-	-	-	-	2,338	1,886,662	1,328,774	
Administration: Clinical	3,834	-	-	-	-	3,834	2,965,333	2,461,775	
Residences	254	-	-	-	-	254	321,040	14,112	
Education and Workforce Development	-	-	-	-	-	-	-	-	
Supp Accommodation	-	-	-	-	-	-	-	-	
Whole Hospital Support	955	-	-	-	-	955	909,579	252,708	
IM&T	1,431	-	-	-	-	1,431	1,056,912	1,950,252	
Sterile Services	2,450	-	-	-	-	2,450	4,629,642	1,528,340	
Hotel Services	2,427	-	-	-	-	2,427	2,973,000	138,166	
Medical Physics & Bio Engineering	1,100	-	-	-	-	1,100	1,167,980	265,896	15,889
Externals									
External works accommodation	39	-	-	-	-	39	28,860	3,000	39
Energy Centres	-	-	-	-	-	-	-	-	
Compounds etc	-	-	-	-	-	-	-	-	
Sub Totals	85,024	-	-	-	-	85,024	111,081,691	42,338,230	85,024
Adjustments for accommodation to be re-used									
<i>NB All existing areas gross less 24% for on-cost area for this exercise</i>									
Beaufort House Blocks 040, 042, 043	(848)	848	-	-	-	-	(299,130)	-	
Wards C, D, E & F Blocks 046 & 047	(1,348)	1,348	-	-	-	-	(475,504)	-	
Hancock House Block 106	(965)	-	-	-	965	-	(677,430)	-	
Coach House/Store Blocks 081	(190)	-	-	-	190	-	(133,380)	-	
Urology (OPD & Theaters) Block 109	(1,262)	1,262	-	-	-	-	(445,168)	-	
Sub Totals	80,411	3,458	-	-	1,155	85,024	109,051,079	42,338,230	
Uplift DCAGS to current approval level				MIPS VOP	445		25,748,171		
Uplift equipment to 4Q04 (as DCAG approval)				EPI	114			5,927,352	
Sub Totals							134,799,250	48,265,582	
Less abatement for transferred equipment					- 58.44	%		(28,206,406)	
						CARRIED FORWARD	134,799,250	20,059,176	
Uplift from MIPS 445 to MIPS 515					515		21,204,376	3,155,376	
						CARRIED TO OB1	156,003,626	23,214,552	

Notes:

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Summary - Acute)

TRUST/ORGANISATION: North Bristol NHS Trust
SCHEME: Southmead Site (South Option)
PHASE: All
PROJECT DIRECTOR: D Powell

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS SUMMARY (ACUTE)

Functional Content <i>(see OB2 Breakdown Sheets for detail)</i>	Area m2						Cost Allowance £	Equipment Cost £
	New	Ref 70%	Ref 50%	Ref 20%	Retain	Total		

Cost allowances should be based on Departmental Cost Allowances where appropriate and include allowances for essential complimentary. Identify separately any proposed adjustment (over or under cost allowances) justifiable in value for money terms (details to be provided)

* Delete as appropriate

1. State area and rate if departmental cost allowance not available

2. Insert:

N for new build,

A for adaptations for alternative use or

C for upgrading existing building retaining current use

3. Insert relevant version number of CONCISE 4 database listing of Departmental Cost Allowances and Equipment Cost Allowances

4. Provide details where available

Completed By:

Name (capitals)	Ridge & Partners
Position	
Address	65 Macrae Road
	Ham Green
	Bristol.
	BS20 0DD
Telephone	01275 813 500
Date	23rd November 2009

Authorised for issue

Project Director

Date

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form OB2 (Summary - Embedded)

TRUST/ORGANISATION: North Bristol NHS Trust
SCHEME: Southmead Site (South Option)
PHASE: All
PROJECT DIRECTOR: D Powell

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS SUMMARY (EMBEDDED)

Functional Content <i>(see OB2 Breakdown Sheets for detail)</i>	Area m2						Cost Allowance £	Equipment Cost £
	New	Ref 70%	Ref 50%	Ref 20%	Retain	Total		
University & Research Accommodation								
Southmead Sited	-	-	-	-	-	-	-	-
Frenchay Sited	-	-	-	-	-	-	-	-
Other Health & Social Services Agencies								
Southmead Sited	-	-	-	-	-	-	-	-
Frenchay Sited	-	-	-	-	-	-	-	-
Voluntary Sector								
Southmead Sited	-	-	-	-	319	319	-	-
Frenchay Sited	-	-	-	-	-	-	-	-
Sub Totals	-	-	-	-	319	319	-	-
Uplift DCAGS to current approval level	MIPS VOP			445			-	-
Uplift equipment to 4Q04 (as DCAG approval)	EPI			112			-	-
Less abatement for transferred equipment (if applicable)				0	%		-	-
						CARRIED FORWARD	-	-
Uplift from MIPS 445 to MIPS 515				515			-	-
						CARRIED TO OB1	-	-

NB
 Embedded Costs not carried forward to Form FB1 as subject to separate Business Case

Notes:

- Cost allowances should be based on Departmental Cost Allowances where appropriate and include allowances for essential complimentary
 Identify separately any proposed adjustment (over or under cost allowances) justifiable in value for money terms
 (details to be provided)
 * Delete as appropriate
 1. State area and rate if departmental cost allowance not available
 2. Insert:
 N for new build
 A for adaptations for alternative use or
 C for upgrading existing building retaining current use
 3. Insert relevant version number of CONCISE 4 database listing of Departmental Cost Allowances and Equipment Cost Allowances
 4. Provide details where available

Completed By:

Name (capitals) Ridge & Partners
 Position
 65 Macrae Road
 Ham Green

Authorised for issue [Redacted]
 Project Director

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Summary - Retained)

TRUST/ORGANISATION: North Bristol NHS Trust
SCHEME: Southmead Site (South Option)
PHASE: All
PROJECT DIRECTOR: D Powell

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS SUMMARY (RETAINED)

Functional Content <i>(see OB2 Breakdown Sheets for detail)</i>	Area m2 (Gross inc plant and circulation)						Backlog Cost at MIPS 415 £	Equipment Cost £
	New	Ref 70%	Ref 50%	Ref 20%	Retain	Total		
None								-
Sub Totals	-	-	-	-	-	-	-	-
Uplift DCAGS to current approval level	N/A							
Uplift equipment to 4Q04 (as DCAG approval)	EPI 112							-
Less abatement for transferred equipment (if applicable)	%							-
	CARRIED FORWARD							-
Uplift from MIPS 445 to MIPS 515	515							-
	CARRIED TO OB1							-

Completed By:		
Name (capitals)	Ridge & Partners	Authorised for issue
Position		
Address	65 Macrae Road	Project Director
	Ham Green	
	Bristol.	
	BS20 0DD	
Telephone	01275 813 500	Date
Date	23rd November 2009	

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Acute

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS

PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m ² (of dept £)	Equip. Cost HCI Ver. 2.1	B%/E%	HBN Ref
				New	70%	50%	20%	Retain	Total					
Inpatient Services Zone Concourse														
Main Entrance facilities	Inpatient entrance	PR 07.03.01		31					31	38,285	1,235	2,924	66 28	51
<i>Optional accomodation</i> Additional WC's	3 WC's	07.03.05		39					39	62,049	1,591	3,354	56 38	51
Offices	1 room	07.04.09		11					11	9,933	903	973	80 14	51
<i>Optional accomodation</i> Cleaners room	1 room	07.03.04		13					13	14,781	1,137	1,432	80 14	51
Store	1 room	07.03.04		8					8	9,096	1,137	1,432	80 14	51
Switchgear	3 rooms	m2 rate		4					4	3,200	800	-	74 20	-
Carried to OB2				106	-	-	-	-	106	137,344		10,115		
Inpatient Services Zone Generic Nursing Sections														
Bed Wards 75 % single rooms, 25% 4 bed	592	Increased from 544 beds to 592 01.01B.02/03 due to area		21,7						82,697,038	1,502	1,997,804	57 37	4
				20004 (original area) / 544 (original bed no.) x 592 (actual bed no.)						Revised to accommodate 592 beds.				
Coronary Care Unit 50 % single rooms	32 beds (16 CCU/16 gen)	Interp 01.01B.02/03 due to area		1,078					1,078	1,555,554	1,443	125,970	57 37	4
Community facilities	1 area	Ward rate		84					84	126,168	1,502	9,582	57 37	4
Shared Facilities:														
Reception, wait etc	6 areas	Ward rate		666					666	1,000,332	1,502	75,970	57 37	4
IT/multi disc area	3 rooms x 6 areas	m2 rate		390					390	468,000	1,200	90,000	57 37	-
Staff rest - ?? Person	6 rooms	PR 01.01B.07		204					204	271,320	1,330	21,000	62 32	4
Cook chill room	6 rooms	PR 01.01B.13		294					294	354,858	1,207	600,000	69 25	4
Carried to OB2				24,485	-	-	-	-	24,485	36,473,270		3,405,703		
Inpatient Services Zone Shared In-patient Facilities														
Shared Facilities:														
Seminar rooms; 14 person	6 rooms	Interp 01.01B.09		204					204	231,948	1,137	21,675	73 21	4
Ward based therapy	4 rooms	PR 01.03.15		435					435	383,235	881	20,000	85 9	-
Blood bank	1 room	m2 rate		3					3	3,300	1,100	1,000	74 20	-
Splint room (burns)	1 room	m2 rate		26					26	28,600	1,100	5,000	76 18	-
SALT (stroke)	1 room	PR 01.03.18		18					18	17,172	954	1,000	78 16	-
ADL Kitchen	1 room	PR 01.01B.09B		30					30	42,060	1,402	10,000	59 35	-
Counselling room	1 room	01.01B.15		17					17	19,006	1,118	2,000	74 20	4
Group room	1 room	01.01B.15		20					20	22,360	1,118	3,000	74 20	4
Gymnasium stores	6 rooms	PR 07.03.04		82					82	93,234	1,137	18,000	80 14	-
Domestic services	1 room	m2 rate		8					8	7,200	900	2,000	74 20	-
Switchgear	1 room	m2 rate		1					1	800	800	-	74 20	-
Carried to OB2				844	-	-	-	-	844	848,915		83,675		
Inpatient Services Zone Critical Care														
12 Bed Wards (inc standard shared facilities)	48 Beds	Interp 01.05.01 + uplift for small area		2,224					2,224	4,066,222	1,828	3,280,414	51 43	27
<i>Essential Comp. Accomodation</i>														
Relatives O/N Stay (Family)	4 rooms	PR 01.05.02		73					73	64,459	883	6,000	80 14	27
Relatives en-suite	4 en-suites	m2 rate		24					24	43,200	1,800	400	77 17	
Relatives facility reception	1 reception	m2 rate		29					29	40,600	1,400	5,000	70 24	
Waiting	2 rooms	PR 01.05.03B		42					42	53,634	1,277	4,000	54 40	-
WC's	4 rooms	07.03.05		10					10	15,910	1,591	172	56 38	51
Interview/Counselling	4 rooms	PR 03.01.04		63					63	59,598	946	2,996	72 22	6

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Acute

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS

PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m ² (of dept £	Equip. Cost HCI Ver. 2.1	B%/E%	HBN Ref
				New	70%	50%	20%	Retain	Total					
Stores	2 rooms	07.03.04		78					78	88,686	1,137	2,000	80 14	51
Shared Facilities - clinical	11 rooms	m2 rate		185					185	277,500	1,500	41,625	70 24	
Shared Facilities - staff	26 rooms	m2 rate		342					342	444,600	1,300	66,690	70 24	
Carried to OB2				3,070	-	-	-	-	3,070	5,154,409		3,409,297		
Inpatient Services Zone Supp. Accommodation														
Staff changing facilities (zonal)	????	PR 01.02.02/03		450					450	419,850	933	21,439	76 18	-
Multi faith centre	1 centre	m2 rate		229					229	217,550	950	17,789	76 18	
Educ. and Workforce devel't	1 centre	m2 rate		4,203					4,203	5,463,900	1,300	377,817	74 20	
Administration services	40 work stations + interview/couns'g	Interp 07.01.01 on area		237					237	186,282	786	169,931	69 25	18
Carried to OB2				5,119	-	-	-	-	5,119	6,287,582		586,976		
Core Clinical Services Imaging Services														
General imaging suite & Pacing	11 R/D rooms	All revision to yellow highlighted boxes, as per comments within "Inpatient Service Zone"							5	2,790,450	1,170	1,898,028	63 31	6*
Fluoroscopy suite	2 room suite	m2 rate		148					148	188,700	1,275	500,000	56 38	6*
Nuclear medicine	2 room suite	03.01.14 + uplift for area		164					164	191,060	1,165	569,886	65 29	6*
Ultrasound Suite	6 room suite	PR 03.01.12		263					263	335,325	1,275	210,690	56 38	6*
MRI Suite/PET Scan	5 Room suite	PR 03.01.15 + uplift for area		842					842	1,231,846	1,463	8,416,035	46 48	6*
Computed tomography	4 Room Suite	PR 03.01.13 + uplift for area		445					445	515,755	1,159	6,746,196	61 33	6*
Interventional radiology	4 room suite	m2 rate		483					483	615,825	1,275	800,000	56 38	6*
Cardiac Catheterisation	2 room suite	m2 rate		695					695	1,007,750	1,450	500,000	56 38	6*
Lithotripter suite	1 Room suite	m2 rate		156					156	198,900	1,275	200,000	56 38	6*
Carried to OB2				5,581	-	-	-	-	5,581	7,075,611		19,840,835		
Core Clinical Services Operating theatre suite														
Operating theatres	24 theatres	PR 02.01.01		6,569					6,569	9,544,757	1,453	2,326,155	51 43	26
Anaesthetics office accomm	?? places	PR 07.01.01 + uplift for celluar offices		422					422	379,800	900	113,580	72 22	18
Carried to OB2				6,991	-	-	-	-	6,991	9,924,557		2,439,735		
Core Clinical Services Endoscopy Suite														
Endoscopy	4 room suite	PR 03.10.01 (uplift for area)		489					489	672,375	1,375	661,626	56 38	52
Carried to OB2				489	-	-	-	-	489	672,375		661,626		
Core Clinical Services Therapy Services														
Reablement Base (Offices, etc)	?? places	PR 07.01.01 + uplift for celluar offices		917					917	825,300	900	215,058	69 25	-
Carried to OB2				917	-	-	-	-	917	825,300		215,058		
Core Clinical Services Diagnostic Services														

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Acute

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS

PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m ² (of dept) £	Equip. Cost HCI Ver. 2.1	B%/E%	HBN Ref		
				New	70%	50%	20%	Retain	Total							
Medical Illustration	TBA	m2 rate		303						303	469,650	1,550	70,448	44	50	
Carried to OB2				303	-	-	-	-	-	303	469,650		70,448			
Core Clinical Services Mortuary Services																
Viewing facilities	1 room suite	03.05.01		61						61	73,749	1,209	2,593	68	26	20
Post mortem suite	1 PM table suite	PR 03.05.04		315						315	514,080	1,632	28,037	50	44	20
Carried to OB2				376	-	-	-	-	-	376	587,829		30,630			
Core Clinical Services Pharmacy																
<i>For costing purposes only (schedule tbc)</i>																
Primary services - dispensing	TBC	Interp 03.04.01		465						465	485,460	1,044	136,600	59	35	29
Purchase and distribution	TBC	PR 03.04.16		9						9	6,975	775		59	35	29
Aseptic suite	TBC	PR 03.04.02		209						209	502,227	2,403		42	52	29
Pharmacy office accommodation	?? workstations	PR 07.01.01 + uplift for cellular offices		390						390	351,000	900	96,178	70	24	18
Carried to OB2				1,073	-	-	-	-	-	1,073	1,345,662		232,778			
Core Clinical Services Supp. Accommodation																
Staff changing facilities (zonal)	????	PR 01.02.02		263						263	245,379	933	12,530	76	18	-
Educ. and Workforce devel't	1 centre	m2 rate		24						24	28,800	1,200	14,342	66	28	
Carried to OB2				287	-	-	-	-	-	287	274,179		26,872			
Emergency Care Concourse																
Main Entrance facilities <i>Optional accommodation</i>	1 main entrance	PR 07.03.01		171						171	211,185	1,235	16,128	66	28	51
Security space control room	1 room	07.03.05A		26						26	30,165	1,160	2,000	56	38	-
Security Staff Base	1 room	07.04.09		26						26	23,478	903	2,300	80	14	51
Offices	1 room	07.04.09		16						16	14,448	903	1,415	80	14	51
Food outlet, etc	1 area	PR 07.03.03 uplift for area		34						34	44,540	1,310	7,086	73	21	51
Carried to OB2				273	-	-	-	-	-	273	323,816		28,929			
Emergency Care Emergency Centre																
Emergency care	Large department	PR 04.08.01 (mid range for updated HBN)		1,622						1,622	1,972,352	1,216	313,427	58	36	22
96 Bed Wards in 32 Bed Clusters 75 % single rooms	128 beds	Interp 01.01B.02/03 due to area		5,052						5,052	7,588,104	1,502	546,027	57	37	4
Shared Facilities:																
Reception, wait etc	1 area	Ward rate		128						128	192,256	1,502	13,834	57	37	4
IT/multi disc area	3 rooms	m2 rate		69						69	82,800	1,200	15,000	57	37	-
Staff rest - ?? Person	1 room	PR 01.01B.07		44						44	58,520	1,330	3,500	62	32	4
Stores	2 stores	m2 rate		41						41	36,900	900	2,000	70	24	-
Clinical Management Offices	7 workstations	Interp 07.01.01		258						258	216,720	840	108,115	69	25	18
Carried to OB2				7,214	-	-	-	-	-	7,214	10,147,652		1,001,903			
Emergency Care Supp. Accommodation																
Staff changing facilities (zonal)	????	PR 01.02.02/03		126						126	117,558	933	6,003	76	18	23

All revision to yellow highlighted boxes, as per comments within "Inpatient Service Zone"

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Acute

TRUST/ORGANISATION: North Bristol NHS Trust SCHEME: Southmead Site (South Option)

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m ² (of dept £)	Equip. Cost HCI Ver. 2.1	B%/E%	HBN Ref
				New	70%	50%	20%	Retain	Total					
Carried to OB2				126	-	-	-	-	126	117,558		6,003		
Ambulatory Care Concourse														
Main Entrance facilities	1 main entrance	PR 07.03.01		449					449	554,515	1,235	42,348	66 28	51
Optional accommodation Offices	1 room/ 4 interview Info. Centre	PR 07.04.10		115					115	127,880	1,112	5,000	75 19	-
Food court and servery	1 area	PR 07.03.03		328					328	409,344	1,248	68,355	73 21	51
Optional accommodation Cleaners room	1 room	07.03.04		13					13	14,781	1,137	1,432	80 14	51
Staff common room & bev pre	4 rooms	PR 01.01B.07		131					131	178,946	1,366	18,048	60 34	-
Commercial pharmacy shell	1 Suite	PR 07.04.12		-					-	-	720	-	66 28	-
Carried to OB2				1,036	-	-	-	-	1,036	1,285,466		135,183		
Ambulatory Care Day Case Unit (Excludes theatres & endoscopy rooms)														
Support facilities - reception, preparation, discharge	1 unit	03.09.01 Abated for theatres		839					839	1,006,800	1,200	193,015	64 30	52
Cardiac & Respiratory Procedure rooms	15 rooms	PR 01/01B.01		387					387	541,800	1,400	75,000	57 37	-
Medical Day Case Unit	15 chairs & 3 trolleys	01.01B.01		550					550	770,000	1,400	72,000	57 37	4
Renal Dialysis	15 stations	PR 03.13.01		718					718	723,026	1,007	390,461	63 31	53
Home Dialysis Team Offices	35 work stations	Interp 07.01.01		215					215	169,420	788	150,632	69 25	18
Carried to OB2				2,709	-	-	-	-	2,709	3,211,046		881,108		
Ambulatory Care Generic Outpatients														
Outpatients clinic suite; 6 C/E	14 clusters	Interp 04.01.01		4,765					4,765	5,108,080	1,072	503,379	64 30	12
Additional allowances for specialisms														
Blood gas analyser (haemo)	1 room	m2 rate		-					-	-	1,061	-	64 30	12
MDT room (neurology)	1 room	m2 rate		-					-	-	1,200	10,000	64 30	12
MDT room (ENT)	1 room	m2 rate		-					-	-	1,200	10,000	64 30	12
Phototherapy (dermatology)	1 room	m2 rate		-					-	-	1,200	5,000	64 30	12
Plaster facilities (T&O)	1 room	04.01.02		-					-	-	1,054	6,217	76 18	12
Carried to OB2				4,765	-	-	-	-	4,765	5,108,080		534,596		
Ambulatory Care Specialist Outpatients														
Oral surgery	6 "chairs"	04.03.01 Adjusted for area		329					329	720,058	2,189	150,594	70 24	12
Additional accommodation Laboratory accommodation	3 rooms	m2 rate		98					98	176,400	1,800	15,000	64 30	12
Palliative medicine	????	m2 rate		-					-	-	1,200	-	64 30	
Pain management	????	m2 rate		-					-	-	1,200	-	68 26	
Audiology Clinic	6 basic/6 acoustic	04.06.01/02 (no booths)		262					262	353,700	1,350	50,000	64 30	12
Cochlear implants	4 treatment rooms	Interp 04.06.01		-					-	-	1,296	-	64 30	12
Carried to OB2				689	-	-	-	-	689	1,250,158		215,594		
Ambulatory Care Community Accom														
Outpatients clinic suite; 6 C/E	2 clusters	Interp 04.01.01		681					681	729,351	1,071	71,911	64 30	12
Audiology Hearing Aid work	1 room	PR 04.06.03		-					-	-	1,072	-	65 29	12

Area increased to reflect higher quantity.
458 (original area) / 15 (original quant) * 18 (new quant)

All revision to yellow highlighted boxes, as per comments within "Inpatient Service Zone"

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Acute

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS

PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m ² (of dept £)	Equip. Cost HCI Ver. 2.1	B%/E%	HBN Ref
				New	70%	50%	20%	Retain	Total					
Carried to OB2				681	-	-	-	-	681	729,351		71,911		
Ambulatory Care Community Therapies														
(Shared accomm included in areas below for costing purposes)														
Occupational therapy	1 dept)											
Physiotherapy	1 dept)											
Hydrotherapy pool	1 pool	03.08.01/02 Interp	)	1,453					1,453	1,281,546	882	200,000	64 30	8
Podiatry	1 dept)											
Carried to OB2				1,453	-	-	-	-	1,453	1,281,546		200,000		
Ambulatory Care Supplementary Accom														
Staff changing facilities (zonal)	????	PR 01.02.01		440					440	410,520	933	20,963	76 18	-
Educ. and Workforce devel't	1 centre	m2 rate		69					69	82,800	1,200	18,734	66 28	
Carried to OB2				509	-	-	-	-	509	493,320		39,697		
Support Services Health Records														
Health records library	100,000 records ??	Interp 07.02.02 uplift for density		188					188	238,008	1,266	11,049	88 6	47
Health records offices	32 workstations	PR 07.02.01		213					213	172,104	808	101,376	72 22	47
Information Systems offices	9 workstations	Interp 07.02.01		65					65	52,130	802	54,921	72 22	18
Carried to OB2				466	-	-	-	-	466	462,242		167,346		
Support Services Whole Hospital Support Accommodation: Public														
Voluntary sector office	3 person office	PR 05.01.27-28		23					23	21,712	944	7,614	77 17	35
Staff restaurant & coffee lounge	??? Meals	PR 08.01.01/02		548					548	506,352	924	90,000	57 37	10
Staff WC's	?? WC's	PR 14.01.01		63					63	127,701	2,027	1,575	54 40	40
Carried to OB2				634	-	-	-	-	634	655,765		99,189		
Support Services Administration: Corporate														
Operations offices	62 workstations	PR 07.01.01		312					312	235,872	756	251,349	72 22	18
Clinical coding offices	12 workstations	Interp 07.01.01		75					75	60,075	801	73,228	71 23	18
Finance offices	80 workstations	07.01.01		557					557	421,092	756	324,321	72 22	18
Strategic Development offices	10 workstations	07.01.01		63					63	47,628	756	61,023	71 23	18
Community non clinical offices	7 workstations	Interp 07.01.01		69					69	55,338	802	42,716	71 23	18
PFI monitoring offices	3 workstations	Interp 07.01.01		28					28	22,568	806	18,307	71 23	18
HR Offices	73 workstations	07.01.01		518					518	391,608	756	295,943	72 22	18
Executive team offices	14 workstations	07.01.01		207					207	156,492	756	85,432	71 23	18
Senior Management Offices	13 workstations	Interp 07.01.01		137					137	108,915	795	79,330	71 23	18
Clinical Governance Offices	11 workstations	Interp 07.01.01		74					74	59,274	801	67,125	71 23	18
Seminar/boardroom suite	106 places	Interp 01.01B.09		298					298	327,800	1,100	30,000	74 20	-
Carried to OB2				2,338	-	-	-	-	2,338	1,886,662		1,328,774		
Support Services Administration: Clinical														
Clinical Support Directorate management	8 workstations	Interp 07.01.01		56					56	44,968	803	48,818	71 23	18

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Acute

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS

PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m ² (of dept £	Equip. Cost HCI Ver. 2.1	B%/E%	HBN Ref
				New	70%	50%	20%	Retain	Total					
Infection control Offices	18 workstations	Interp 07.01.01		124					124	98,828	797	109,841	71 23	18
Critical Care Directorate Offices	8 workstations	Interp 07.01.01		57					57	45,771	803	48,818	71 23	18
Medicine Directorate management	125 ?? workstations	Interp 07.01.01		804					804	591,744	736	506,752	72 22	18
Musculoskeletal offices	70 work stations	Interp 07.01.01		495					495	377,190	762	283,781	72 22	18
Neurosciences offices	8 work stations	Interp 07.01.01		106					106	84,588	798	48,818	71 23	18
Neurosurgery offices	32 work stations	Interp 07.01.01		206					206	162,534	789	140,089	72 22	18
Neurology offices	22 work stations	Interp 07.01.01		142					142	112,890	795	96,311	72 22	18
Neuropsychiatry offices	6 work stations	Interp 07.01.01		44					44	35,376	804	36,614	71 23	18
ENT Offices	23 work stations	Interp 07.01.01		175					175	138,600	792	100,689	72 22	18
Oral Maxiofacial offices	10 work stations	Interp 07.01.01		74					74	59,274	801	61,023	71 23	18
Neuropsychology offices	5 work stations	Interp 07.01.01		39					39	31,395	805	30,512	71 23	18
Surgical Directorate	15 workstations	Interp 07.01.01		99					99	79,101	799	65,667	72 22	18
General surgery and endoscopy offices	59 workstations	Interp 07.01.01		429					429	329,472	768	258,288	72 22	18
Plastic surgery offices	44 work stations	Interp 07.01.01		337					337	261,849	777	192,622	72 22	18
Urology Offices	39 workstations	Interp 07.01.01		295					295	230,395	781	170,733	72 22	18
Renal Directorate management	10 workstations	Interp 07.01.01		83					83	66,400	800	61,023	71 23	18
Pain management offices	9 workstations	Interp 07.01.01		62					62	49,724	802	54,921	71 23	18
Oral surgery offices	11 workstations	Interp 07.01.01		85					85	68,000	800	67,125	71 23	18
Community zone offices	13 workstations	Interp 07.01.01		122					122	97,234	797	79,330	71 23	18
Carried to OB2				3,834	-	-	-	-	3,834	2,965,333		2,461,775		
Support Services Residences														
On call rooms - bed/sit	12 rooms	PR 01.04B.02 (+ uplift for smaller room)		194					194	184,300	950	13,056	83 11	
En suite facilities	12 rooms	01.04B.03		60					60	136,740	2,279	1,056	77 17	
Carried to OB2				254	-	-	-	-	254	321,040		14,112		
Support Services Education and Workforce Development														
None														
Carried to OB2				-	-	-	-	-	-	-		-		
Support Services Supp Accommodation														
None														
Carried to OB2				-	-	-	-	-	-	-		-		
Support Services Whole Hospital Support														
Works Department	?? Beds Bespoke	Interp 10.02.01		392					392	383,376	978	50,973	62 32	34
EME Workshops	2 workshops	10.02.17		75					75	113,347	1,511	26,640	65 29	34
Administration Offices	24 work stations	Interp 07.01.01		231					231	181,797	787	105,066	69 25	18
Patient line offices	1 suite	Interp 07.01.01		25					25	20,150	806	30,512	72 22	18
Security Base	1 room	PR 07.03.05A		-					-	-	1,312	-	56 38	-
Transport services offices	5 work stations	Interp 07.01.01		43					43	34,572	804	30,512	72 22	18

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Acute

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS

PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m ² (of dept £)	Equip. Cost HCI Ver. 2.1	B%/E%	HBN Ref
				New	70%	50%	20%	Retain	Total					
Staff Change	????	PR 01.02.02/03		189					189	176,337	933	9,005	76 18	-
Carried to OB2				955	-	-	-	-	955	909,579		252,708		
Support Services														
IM&T														
Information Technology Offices	200 work stations	PR 07.01.01		1,356					1,356	951,912	702	810,803	72 22	18
IT services (exc infrastructure)	1 suite	m2 rate		75					75	105,000	1,400	30,512	54 40	-
Telephone services equipment	4000 Extensions (As SOC)	09.02.03										1,108,937		
Carried to OB2				1,431	-	-	-	-	1,431	1,056,912		1,950,252		
Support Services														
Sterile Services														
Receipt and distribution facility	1 facility	PR 09.01.01		628					628	994,752	1,584	100,000	37 57	13
CSSD	1 facility			1,822					1,822	3,634,890	1,995	1,428,340		
Carried to OB2				2,450	-	-	-	-	2,450	4,629,642		1,528,340		
Support Services														
Hotel Services														
Receipt and distribution centre	1 centre	m2 rate		940					940	846,000	900	40,000	70 24	
Linen storage	600+ beds	PR 09.04.03		182					182	117,572	646	15,000	87 7	25
Staff uniform issue and collection	1 centre	m2 rate		50					50	37,500	750	3,000	70 24	
Production Kitchen	1 department	Interp 09.03.01		1,076					1,076	1,797,996	1,671	50,000	41 53	10
Reprographics	1 Print room	m2 rate		62					62	55,800	900	10,000	72 22	
Postal services	1 Post room	m2 rate		33					33	29,700	900	10,000	72 22	
Domestic services facilities	1 equip cleaning room	m2 rate		24					24	21,600	900	5,000	72 22	
Portering office and store	2 rooms	PR 07.04.02		36					36	34,380	955	2,694	79 15	51
Portering rest and bev prep	1 facility	Interp 01.01B.07		19					19	26,372	1,388	2,372	60 34	-
Porters WC	1 WC	14.01.01		5					5	6,080	1,216	100	54 40	40
Carried to OB2				2,427	-	-	-	-	2,427	2,973,000		138,166		
Support Services														
Medical Physics & Bio Engineering														
Clinical Equipment services	1 dept	10.02.17		1,045					1,045	1,116,060	1,068	256,884	66 28	
Medical physics offices	3/4 workstations	PR 05.01.27-29		55					55	51,920	944	9,012	77 17	-
Carried to OB2				1,100	-	-	-	-	1,100	1,167,980		265,896		
Externals														
External works accommodation														
Covered seating area	See on costs													
Lock-fast equipment Flammable Liquids store Corrosive Liquids store Solvent waste store	4 stores	PR 10.02.03/05		39					39	28,860	740	3,000	75 19	34
Carried to OB2				39	-	-	-	-	39	28,860		3,000		
Externals														
Energy Centres														
Main Boiler house & infrastructure	EXCLUDED													
Energy Centre for Mental Health	EXCLUDED													

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Acute

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS

PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m ² (of dept £	Equip. Cost HCI Ver. 2.1	B%/E%	HBN Ref
				New	70%	50%	20%	Retain	Total					
Energy Centre for Maternity Block	EXCLUDED													
Medical gases stores	See on costs													
Carried to OB2				-	-	-	-	-	-	-	-	-	-	-
Externals														
Compounds etc														
General compounds)													
RDS compounds)													
Car park management)													
Car parking (staff and visitor)	)	See on costs												
Bicycle storage)													
Transport service compound)													
Ambulance facility)													
Waste compactor & holding areas & stores)													
Helicopter landing facility)													
Carried to OB2				-	-	-	-	-	-	-	-	-	-	-

Notes:

Cost allowances should be based on Departmental Cost Allowances where appropriate and include allowances for essential complimentary accommodation and services where details not available.

Identify separately any proposed adjustment (over or under cost allowances) justifiable in value for money terms (details to be provided)

* Delete as appropriate

1. State area and rate if departmental cost allowance not available

2. Insert:

N for new build,

A for adaptations for alternative use or

C for upgrading existing building retaining current use

3. Insert relevant version number of CONCISE 4 database listing of Departmental Cost Allowances and Equipment Cost Allowances

4. Provide details where available

Completed By:

Name (capitals) Ridge & Partners
 Position
 Address 65 Macrae Road
 Ham Green
 Bristol.
 BS20 0DD
 Telephone 01275 813 500
 Date 23rd November 2009

Authorised for issue
 Project Director

Date

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Embedded

TRUST/ORGANISATION: North Bristol NHS Trust SCHEME: Southmead Site (South Option)

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m2 (of dept) £	Equip. Cost HCI Ver. 2.1 Transfer only	B%/ E%	HBN Ref
				New	Ref 70%	Ref 50%	Ref 20%	Retain	Total					
Embedded: Uni & Research Southmead Sited														
None														
Carried to OB2 Embedded Summary				-	-	-	-	-	-	-	-	-	-	-
Embedded: Uni & Research Frenchay Sited														
None														
Carried to OB2 Embedded Summary				-	-	-	-	-	-	-	-	-	-	-
Embedded: Health & Social Services Agencies Southmead Sited														
None														
Carried to OB2 Embedded Summary				-	-	-	-	-	-	-	-	-	-	-
Embedded: Health & Social Services Agencies Frenchay Sited														
None														
Carried to OB2 Embedded Summary				-	-	-	-	-	-	-	-	-	-	-
Embedded: Voluntary Sector Southmead Sited														
Renal register	Offic accomm	Interp 07.02.01		68						68	54,536	802	6,800	71 23 18
Childcare facilities	TBA	m2 rate		251						251	276,100	1,100	25,100	71 23 18
					NB Embedded Costs not carried forward to Form FB1 as subject to separate Business Case									
Carried to OB2 Embedded Summary				319	-	-	-	-	-	319	330,636		31,900	

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Embedded

TRUST/ORGANISATION: North Bristol NHS Trust SCHEME: Southmead Site (South Option)
 CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m2 (of dept) £	Equip. Cost HCI Ver. 2.1 Transfer only	B%/E%	HBN Ref
				New	Ref 70%	Ref 50%	Ref 20%	Retain	Total					
Embedded: Voluntary Sector Frenchay Sited														
None														
Carried to OB2 Embedded Summary				-	-	-	-	-	-	-	-	-	-	-

Notes:
 Cost allowances should be based on Departmental Cost Allowances where appropriate and include allowances for essential complimentary accommodation and services where details not available.
 Identify separately any proposed adjustment (over or under cost allowances) justifiable in value for money terms (details to be provided)
 * Delete as appropriate
 1. State area and rate if departmental cost allowance not available
 2. Insert:
 N for new build,
 A for adaptations for alternative use or
 C for upgrading existing building retaining current use
 3. Insert relevant version number of CONCISE 4 database listing of Departmental Cost Allowances and Equipment Cost Allowances
 4. Provide details where available

Completed By:			
Name (capitals)	Ridge & Partners	Authorised for issue	<input type="text"/>
Position		Project Director	
Address	65 Macrae Road		
	Ham Green		
	Bristol.		
	BS20 0DD	Date	<input type="text"/>
Telephone	01275 813 500		
Date	23rd November 2009		

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB2 (Custom) - Acute

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS

PHASE: All

Functional Content (For costing purposes)	Function Units/ Space Req'ts	HCI Ref (1)/ Basis of Costing/ Notes	Loc'n	Areas						Capital Cost HCI Ver. 2.1 £	Cost/m2 (of dept) £	Equip. Cost HCI Ver. 2.1	B%/E%	HBN Ref
				New	70%	50%	20%	Retain	Total					
Staff support facilities														
Staff facilities	8 ?? rooms	PR 01.01B.07		252					252	335,160	1,330	28,000	62 32	4
Offices	7 work stations	PR 07.01.01		69					69	55,338	802	42,716	71 23	18
Seminar rooms	2 rooms	Interp 01.01B.09		90					90	102,330	1,137	7,643	73 21	4
Carried to OB2 ITC Summary				411	-	-	-	-	411	492,828		78,359		
Externals														
External Accommodation														
None														
Carried to OB2				-	-	-	-	-	-	-		-		
Externals														
Energy Centres (inc in on-														
Main Boiler house & Infrastructure	) on cost items)												
Carried to OB2				-	-	-	-	-	-	-		-		
Externals														
External Compounds etc														
Car parking)													
Ambulance facility)													
Transport service)													
Mobile clinical services docking station	) on cost items)												
Waste management)													
Waste transfer)													
Carried to OB2				-	-	-	-	-	-	-		-		

**NB
ITC Costs not carried forward to Form FB1 as subject to separate Business Case**

Notes:
 Cost allowances should be based on Departmental Cost Allowances where appropriate and include allowances for essential complimentary accommodation and services where details not available. Identify separately any proposed adjustment (over or under cost allowances) justifiable in value for money terms (details to be provided)
 * Delete as appropriate
 1. State area and rate if departmental cost allowance not available
 2. Insert:
 N for new build,
 A for adaptations for alternative use or
 C for upgrading existing building retaining current use
 3. Insert relevant version number of CONCISE 4 database listing of Departmental Cost Allowances and Equipment Cost Allowances
 4. Provide details where available

Completed By:		
Name (capitals)	Ridge & Partners	Authorised for issue <input type="text"/>
Position		
Address	65 Macrae Road	Project Director
	Ham Green	
	Bristol.	
	BS20 0DD	
Telephone	01275 813 500	Date <input type="text"/>
Date	23rd November 2009	

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form OB2 (Custom) - Retained

TRUST/ORGANISATION: North Bristol NHS Trust SCHEME: Southmead Site (South Option)
 CAPITAL COSTS: DEPARTMENTAL COSTS AND EQUIPMENT COSTS PHASE: All

Building	Source of Information	Area (Clinical Gross inc circulation and plant)						Costs to Condition B Exc VAT/fees £	MIPS Index	Adjust* to MIPS 445	Applicable to this option?			Total £	Equip. Cost N/A	B%/E%
		New	Ref 70%	Ref 50%	Ref 20%	Retain	Total m2				Y/N	Comment	Adjust Factor			
Retained Accommodation Accommodation to be re-used None																
	Carried to OB2	-	-	-	-	-	-									
Retained Accommodation Accommodation Retained "As Is"																
	Carried to OB2	-	-	-	-	-	-									
Retained Accommodation Separate Business Cases																
	Carried to OB2	-	-	-	-	-	-									
Retained Accommodation Excluded (Out-with red line)																
	Carried to OB2	-	-	-	-	-	-									

Notes:
 Cost allowances should be based on Departmental Cost Allowances where appropriate and include allowances for essential complimentary accommodation and services where details not available.
 Identify separately any proposed adjustment (over or under cost allowances) justifiable in value for money terms (details to be provided)
 * Delete as appropriate
 1. State area and rate if departmental cost allowance not available
 2. Insert:
 N for new build,
 A for adaptations for alternative use or
 C for upgrading existing building retaining current use
 3. Insert relevant version number of CONCISE 4 database listing of Departmental Cost Allowances and Equipment Cost Allowances
 4. Provide details where available

Completed By: Name (capitals) Ridge & Partners Position _____ Address 45 Macrae Road Ham Green Bristol, BS20 0DD Telephone 01275 813 500 Date 23rd November 2009	Authorised for issue _____ Project Director Date _____
---	--

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB3

TRUST/ORGANISATION: North Bristol NHS Trust
SCHEME: Southmead Site (South Option)
PHASE: All

CAPITAL COSTS: ON-COSTS

		Estimated Cost (exc. VAT)	Percentage of Departmental Cost (Exc Ref)
1 Communications			
a. Space	20,714,212		
b. Lifts	2,750,000	23,464,212	
	MIPS UPLIFT (445 to 515)	£ 27,155,212	17.41
2 "External" Building Works (1)			
a. Drainage	2,600,000		
b. Roads, paths, parking	13,064,000		
c. Site layout, walls, fencing gates	3,829,913		
d. Builders work for engineering services outside buildings	5,300,000	24,793,913	
	MIPS UPLIFT (445 to 515)	£ 28,694,079	18.39
3 "External Engineering Works			
a. Mechanical	22,250,000		
b. Electrical	10,250,000	32,500,000	
	MIPS UPLIFT (445 to 515)	£ 37,612,360	24.11
4 Auxiliary Buildings	1,599,050	1,599,050	
	MIPS UPLIFT (445 to 515)	£ 1,850,586	1.19
5 Other on-costs and abnormals (2)			
a. Building	27,809,910		
b. Engineering	8,750,000		
c. Multi storey car park	4,884,823		
d. All on-costs to new Estates / FM Building (@ say 70%)	5,000,000	46,444,733	
	MIPS UPLIFT (445 to 515)	£ 53,750,646	34.45
Uplift from MIPS 445 to MIPS 515		£ included	included
Total On-Costs to Summary OB1		£ 149,062,883	-

Notes: Must be based on scheme specific assessments/measurements; attach details to define scope of works as appropriate.
 * Delete as appropriate
 (1) "External" to Departments
 (2) Identify any enabling or preliminary works to prepare the site in advance e.g. demolitions; service diversions; decanting

Completed By:

Name (capitals) Ridge & Partners
 Position
 Address 65 Macrae Road
 Ham Green
 Bristol.
 BS20 0DD
 Telephone 01275 813 500
 Date 23rd November 2009

Authorised for issue
 Project Director
 Date

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

TRUST/ORGANISATION:

North Bristol NHS Trust

SCHEME:

Southmead Site (South Option)

PHASE:

All

CAPITAL COSTS: ON-COSTS (BREAKDOWN)

	Unit	Sub Total Cost (exc. VAT)	Total Cost (exc. VAT)
1 Communications			
a. Space			
0.01 Internal corridors unglazed 14.05.01	m2	1,612,000	
0.02 Internal corridors glazed 14.05.02	m2	2,109,744	
0.03 External corridors unglazed 14.05.03	m2	2,651,847	
0.04 External corridors glazed 14.05.04	inc	-	
0.05 Stairs, straight, 1200 wide 14.04.01	inc	-	
0.06 Stairs, straight, 1800 wide 14.04.02	inc	-	
0.07 Stairs, landing, 1200 wide 14.04.03	Flt	168,040	
0.08 Stairs, landing, 1800 wide 14.04.04	Flt	967,488	
0.09 Lift Lobbies and shafts	m2	1,518,720	
0.10 Uplift DCAGs for OB/FB	Sum	2,131,573	
0.11 Tunnel to FM	m2	1,300,000	
0.12 Ramps	Sum	100,000	
0.13 Internal plant rooms	m2	7,347,600	
0.14 Roof level plant rooms	m2	307,200	
0.15 Vertical ducts / risers	inc	-	
0.16 Walkways	inc	-	
0.17 Underground ducts	m	500,000	
			20,714,212
b. Lifts		2,750,000	2,750,000
2 "External" Building Works (1)			
a. Drainage			
0.01 Foul water to new buildings	Sum	812,000	
0.02 Surface water to new buildings	Sum	1,208,000	
0.03 Foul water to retained buildings	inc	-	
0.04 Surface water to retained buildings	inc	-	
0.05 Surface water to paved areas	inc	-	
0.06 Final connections - Foul	inc	-	
0.07 Final connections - Surface	inc	-	
0.08 Drainage diversions - Foul	inc	-	
0.09 Drainage diversions - Surface	inc	-	
0.10 Underground storage	Sum	580,000	
0.11 Underground interceptors	inc	-	
0.12 CCTV surveys	inc	-	

Uplifted to reflect extent of lift costs

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

TRUST/ORGANISATION:

North Bristol NHS Trust

SCHEME:

Southmead Site (South Option)

PHASE:

All

CAPITAL COSTS: ON-COSTS (BREAKDOWN)

	Unit	Sub Total Cost (exc. VAT)	Total Cost (exc. VAT)
0.13	Integration of existing buildings	inc	-
0.14	Connections to new buildings	inc	-
0.15	Pumping stations	inc	-
			2,600,000
b.	Roads, paths, parking		
0.01	Site preparation	Sum	1,211,000
0.02	New surface car parking	Sum	965,000
0.03	New decked car parking	Sum	5,290,000
0.04	New undercroft carparking	Sum	2,367,000
0.05	Refurbished car parking	inc	-
0.06	Adaptions to existing car parks	inc	-
0.07	Car park controls / security	Sum	100,000
0.08	New road access	inc	-
0.09	New site roads	Sum	1,311,000
0.10	Refurbished roads	EXC	-
0.11	Adaptions to existing roads	inc	-
0.12	Delivery areas	inc	-
0.13	Service roads	inc	-
0.14	Bus lay bys	inc	-
0.15	Drop off points	inc	-
0.16	Highway works	inc	-
0.17	Works beyond site boundary	inc	-
0.18	Site paths and pavings	Sum	240,000
0.19	High quality paving to plaza	Sum	1,068,000
0.20	Pavings around building perimeters	inc	-
0.21	Bollards to road near plaza	Sum	22,000
0.22	Road lighting (See 2b)	inc	-
0.23	Car park lighting (See 2b)	inc	-
0.24	External lighting (See 3e)	inc	-
0.25	Landscaping to roof terraces	Sum	490,000
			13,064,000
c.	Site layout, walls, fencing gates		
0.01	Landscaping to courtyards	Sum	850,000
0.02	Garden over basement	Sum	220,000
0.03	Soft landscaping	Sum	1,055,000
0.04	Perimeter fencing and gates	Sum	117,913
0.05	Internal fencing and gates	inc	-
0.06	Bus stands / bus stops	inc	-

An extra £1,500,000 added due to greater requirement for multi-storey car park

An extra £500,000 added due to extent and quality of infrastructure and landscaping.

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

TRUST/ORGANISATION:

North Bristol NHS Trust

SCHEME:

Southmead Site (South Option)

PHASE:

All

CAPITAL COSTS: ON-COSTS (BREAKDOWN)

	Unit	Sub Total Cost (exc. VAT)	Total Cost (exc. VAT)
0.07 External steps	inc	-	
0.08 Boundary walls	inc	-	
0.09 Internal perimeter walls	inc	-	
0.10 Retaining walls	Sum	500,000	
0.11 Site furniture	Sum	50,000	
0.12 Art features	Sum	100,000	
0.13 Water features	Sum	200,000	
0.14 External signage	Sum	50,000	
0.15 Sundries	inc	-	
0.16 External ramps and balustrades	Sum	100,000	
0.17 Allowance for change of levels	inc	-	
0.18 Bulk excavation and disposal	Sum	587,000	
			3,829,913
d. Builders work for engineering services outside buildings			
0.01 Electrical service trenches	Sum	2,000,000	
0.02 EO for ducts and abnormalities	inc	-	
0.03 Mechanical service trenches	inc	-	
0.04 EO for ducts and abnormalities	inc	-	
0.05 Profit and attendance on external services	Sum	3,300,000	
			£ 5,300,000
3 "External Engineering Works			
a. Mechanical inc £1,600,000 enabling		22,250,000	
b. Electrical inc £2,200,000 enabling		10,250,000	
			32,500,000
4 Auxiliary Buildings			
0.01 Bin stores	inc	-	
0.02 Cycle sheds	Sum	40,000	
0.03 Smoking shelters	Sum	10,000	
0.04 Bus shelters	Sum	20,000	
0.05 Miscellaneous buildings	inc	-	
0.06 Entrance canopies - Main	Sum	500,000	
0.07 Entrance canopies - Maternity	inc	-	
0.08 Entrance canopies - A & E	inc	-	
0.09 Entrance canopies - Other	inc	-	

Enabling works costs increased to bring total Enabling works circa £30.5m. See "Enabling Works Costs" sheet. Enabling works figures

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

PHASE: All

CAPITAL COSTS: ON-COSTS (BREAKDOWN)

	Unit	Sub Total Cost (exc. VAT)	Total Cost (exc. VAT)
0.10	Sub stations (housings only)	No	75,000
0.11	Smaller generator / switch rooms	No	60,000
0.12	VIE Compound / MA4 / Vacuum	Sum	75,000
0.13	Gas meter house	Sum	20,000
0.14	HV Intake room	Sum	25,000
0.15	Oil / fuel storage compound	Sum	50,000
0.16	Information & Boulevard	m2	42,000
0.17	Grounds maintenance	m2	63,200
0.18	Waste management area	m2	405,600
0.19	Waste Transfer area	N/A	-
0.20	Covered walkways to bus stops	Sum	158,250
0.21	Telecom switchroom	Sum	30,000
0.22	Medical gas stores	Sum	25,000
0.23	Glazed roof over existing buildings 046 & 047 within entrance Plaza	Sum	2,500,000
0.23b	Omit glazed roof to Plaza per IBS email 06/10/06	Sum	(2,500,000)
			1,599,050
5 Other on-costs and abnormals (2)			
a. Building			
0.01	Abnormal foundations - piling	Sum	3,600,000
0.02	Abnormal ground conditions - bulk excavation & disposal	Sum	2,800,000
0.03	Additional phasing costs	Sum	4,000,000
0.04	Art works	Sum	1,587,910
0.05	Demolition of service ducts	Sum	250,000
0.06	Demolition of walkways etc	inc	-
0.07	Helipad	Sum	50,000
0.08	Decontamination of ground	Sum	250,000
0.09	Backlog maintenance - Retained	EXCL	-
0.10	Additional costs over model		
a	Atrium at entrance	Sum	400,000
b	Elevational Treatments	Sum	8,900,000
b2	Reduce allowance for elevational treatment per IBS email 06/10/06	Sum	(5,000,000)
c	Corner terraces	Sum	320,000
d	Undercroft cladding	Sum	1,140,000
e	Retaining walls	Sum	275,000
f	Rooflights	Sum	1,425,000
f2	Omit rooflights per IBS email 06/10/06	Sum	(1,425,000)

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

TRUST/ORGANISATION:

North Bristol NHS Trust

SCHEME:

Southmead Site (South Option)

PHASE:

All

CAPITAL COSTS: ON-COSTS (BREAKDOWN)

	Unit	Sub Total Cost (exc. VAT)	Total Cost (exc. VAT)
g Height factor	Sum	1,580,000	
0.11 Asbestos removal- Pre main building	Sum	200,000	
0.12 Demolition - Pre main building	Sum	200,000	
0.13 Asbestos removal- Post main building	Sum	500,000	

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

TRUST/ORGANISATION: North Bristol NHS Trust
SCHEME: Southmead Site (South Option)
PHASE: All

CAPITAL COSTS: ON-COSTS (BREAKDOWN)

	Unit	Sub Total Cost (exc. VAT)	Total Cost (exc. VAT)
0.14 Demolition - Post main building	Sum	1,300,000	
0.15 Building on-costs to Academic/IT accommodation	Sum	2,000,000	
Part L Regulations	Sum	3,132,000	
Solar roof panels (1,000 m ²)	Sum	325,000	
			27,809,910
b. Engineering			
0.01 Mechanical	Sum	2,500,000	
0.02 Electrical	EXCL	2,250,000	
0.03 Allowance for Geo thermal system		1,000,000	
0.04 IT wiring to building		3,000,000	
			8,750,000
c. Multi storey car park		4,884,823	4,884,823
d. All on-costs to new Estates / FM Building (@ say 60%)		5,000,000	5,000,000
e. Temporary building for MRI scanners (assumed 2,000 m ²) (see Non-Works Costs on OB4)		-	-
f. Enabling works			
Total On-Costs to Summary OB1			£ 128,801,908

Notes: Must be based on scheme specific assessments/measurements; attach details to define scope of works as appropriate. Identify separately any proposed additional capital expenditure justifiable in value for money terms (details to be provided).

- * Delete as appropriate
 - (1) "External" to Departments
 - (2) Identify any enabling or preliminary works to prepare the site in advance e.g. demolitions; service diversions; decanting costs; site investigation and other exploratory works

Completed By:

Name (capitals)	Ridge & Partners
Position	
Address	65 Macrae Road Ham Green Bristol.
Telephone	BS20 0DD 01275 813 500
Date	23rd November 2009

Project Director

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

PHASE: All

CAPITAL COSTS: ON-COSTS (BREAKDOWN)

	Unit	Sub Total Cost (exc. VAT)	Total Cost (exc. VAT)

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB4

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

PHASE: All

CAPITAL COSTS: FEES AND NON-WORKS COSTS

	£	Percentage of Works Cost %
1 Fees (including "in-house" resource costs)		
a. Architects)		
b. Structural Engineers)		
c. Mechanical Engineers)	33,126,772	10.86
d. Electrical Engineers)		
e. Quantity Surveyors)		
f. Project Management)		
g. Project Sponsorship In house)	-	-
h. Legal fees)	430,544	0.14
l. Site Supervision)	1,525,333	0.50
j. Building Regulations and Planning Fees (see Non Works Costs)	-	-
k. Others (specify))		
Acoustics Consultant)		
Arboriculturist)		
Archaeological Investigation)		
Arts Adviser)		
Brief Preparation)		
Catering Consultant)		
Estate Utilisation Study)		
Exposure of Existing Foundations)		
Financial Advisor)		
Fire Safety adviser)		
Graphics, Brochures Etc)		
Highways)		
Land Acquisition)		
Legal Advisor)		
Lighting Consultant)		
M & E Acceptance team)		
Medical Equipment Consultant)		
Models, Perspectives etc)	9,151,995	3.00
Occupational Commissioning Consultants)		
Others)		
Photographs)		
Planning Supervisor (CDM))		
Printing Drawings etc)		
Site Inspection)		
Study Visits)		
Temporary Signage)		
Town Planning Consultant)		
Traffic studies)		
Utilities)		
Wind Tunnel Test)		
Other??)		
Surveys)		
Asbestos Survey)		
CCTV survey (Buried Services))		
Existing Buildings Survey)		
Geophysical Survey)	124,096	0.04
Location of Existing Services)		
Minerals Survey)		
Site Investigation)		
Topographical Survey)		

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

Cost Form FB4

TRUST/ORGANISATION: North Bristol NHS Trust
SCHEME: Southmead Site (South Option)
PHASE: All

CAPITAL COSTS: FEES AND NON-WORKS COSTS

	£	Percentage of Works Cost %
Reduction per IBS email 06/10/06	(2,196,479)	(0.72)
Total Fees to Summary (OB1)	£ 42,162,261	13.82

		£
2 Non-Works Costs		
Non-VAT rated:		
a. Land purchase costs and associated legal fees		-
Planning Fees		85,438
	Sub Total	85,438
VAT rated:		
b. Statutory and Local Authority charges		3,051,000
c. Other (specify)		
Decanting (phased)		687,000
Temporary Accommodation (for MRI scanners)		2,314,607
Mis-sued accommodation - included in on-costs		-
Transitional arrangements		-
Section 106 etc agreements	inc above	-
Building Regulation Fees		439,489
Non-Works Costs to Summary (OB1)	£	6,577,534

Completed By:

Name (capitals)	Ridge & Partners
Position	
Address	65 Macrae Road
	Ham Green
	Bristol.
	BS20 0DD
Telephone	01275 813 500
Date	23rd November 2009

Authorised for issue Project Director

Date

APPENDIX C: PUBLIC SECTOR COMPARATOR INCLUDING SSD 2009

TRUST/ORGANISATION: North Bristol NHS Trust

SCHEME: Southmead Site (South Option)

PHASE: All

GROSS INTERNAL FLOOR AREAS

		New Build m2	Major Refurb 70% m2	Medium Refurb 50% m2	Minor Refurb 20% m2	Retained m2	Retained (Excluded) m2	Total m2
Acute Accommodation		80,411	3,458	-	-	1,155	-	85,024
Embedded Accommodation		-	-	-	-	319	-	319
ITC Accommodation		-	-	-	-	5,517	-	5,517
Retained Accommodation						-	-	-
		80,411	3,458	-	-	6,991	-	90,860
"On Cost" Areas								
Circulation	12%	9,557	415	-	-	inc above	-	9,972
Plant ("measured")	12%	9,557	415	-	-	inc above	-	9,972
		99,525	4,288	-	-	6,991	-	110,804

Completed By:

Name (capitals)	Ridge & Partners
Position	
Address	65 Macrae Road
	Ham Green
	Bristol.
	BS20 0DD
Telephone	01275 813 500
Date	23rd November 2009

Authorised for issue

--

Project Director

Date

--

APPENDIX C: IMPACT OF SSD ALONE ON PUBLIC SECTOR COMPARATOR 2009

TRUST/ORGANISATION: North Bristol NHS Trust	
SCHEME: Southmead Site (South Option)	
STRATEGIC HA: NHS South West	
PHASE: All	
PROJECT DIRECTOR: D Powell	
CAPITAL COSTS SUMMARY	
1.	Departmental Costs (from Form OB2) Acute Embedded ITC Retained (included in Acute where applicable) Departmental Cost Total
2.	On-Costs (a) (from Form OB3) (- % of Departmental Cost)
3.	Works Cost Total (1+2) at 515 VOP MIPS (Tender Price Index Level 1975=100 base)
4.	Provisional Location Adjustment (if applicable) (- % of sub-total 3a)
5.	Sub Total (3 + 4)
6.	Fees (c) (13.82 % of sub-total 5)
7.	Non-Works Costs (e) 1.27% VAT Rated Non VAT Rated
8.	Equipment Cost (from Form OB2) Acute Embedded ITC Retained <i>Sub total</i> (15.12 % of Departmental Cost)
9.	Planning Contingencies 10.00 %
10.	TOTAL (for approval purposes) at MIPS 515 (Excluding Optimism Bias)
11.	Residual Optimism Bias (not on Planning Contingency) 10.40 %
12.	TOTAL (for approval purposes) at MIPS 515 (Including Optimism Bias)
13.	Inflation Adjustments (f) MIPS Uplift to Start on Site 517 2Q2010

13a	Sub Total at Start on Site, 2Q10	
	Inflation Adjustments FORVOP (to mid-point of construction period)	6.908% 2Q2012
14	FORECAST OUT-TURN BUSINESS CASE TOTAL	

Proposed start on site (g)

Cashflow:- Year	SOURCE	
	EFL	OTHER GOVERNMENT
2005 - 2006		
2006 - 2007		
2007 - 2008		
2008 - 2009		
2009 - 2010		
2010 - 2011		
2011 - 2012		
2012 - 2013		
2013 - 2014		
2014 - 2015		
		Tot

Total (for approval purpos

Notes:

* Delete as appropriate

- (a) On costs should be supported by a breakdown of the percentage or a brief description of their scope (Form
- (b) Adjustment of national D.C.A average price levels and on-costs for local market conditions
- (c) Fees include all resource costs associated with the scheme eg project sponsorship, clerk of works, building
- (d) Not applicable to professional fees - VAT reclaimable EL(90) P64 refers
- (e) Non-works costs should be supported by a breakdown and include such items as contributions to statutory
- (f) Estimate of tender price inflation up to proposed tender date (plus construction cost for VOP contracts only
- (g) Overall timescale including any preliminary works

Completed By:

	Ridge & Partners
	Eden Office Park
Address	65 Macrae Road
	Ham Green
	Bristol.
	BS20 0DD
Telephone	01275 813 500
Date	23rd November 2009

COST FORM FB1

ORGANISATIONAL CODE:	
DIRECTORATE:	

	Cost Excl. VAT £	VAT £	Cost Incl. VAT £
	5,179,775	906,461	6,086,236
	-	-	-
	-	-	-
	5,179,775	906,461	6,086,236
	-	-	-
	5,179,775	906,461	6,086,236
	-	-	-
	5,179,775	906,461	6,086,236
	-	-	-
	5,179,775	906,461	6,086,236
	713,772	xxxxxxxxxxxxxxxx	713,772
	66,000	11,550	77,550
	-	xxxxxxxxxxxxxxxx	-
	783,176	137,056	920,232
	-	-	-
	-	-	-
	-	-	-
<i>Equip</i>	<i>783,176</i>	<i>137,056</i>	<i>920,232</i>
	674,272	117,998	792,270
	7,416,995	1,173,064	8,590,059
	701,243	122,718	823,961
	8,118,238	1,295,782	9,414,020
	31,527	5,032	36,559

Adjusted by £2m for phase 1 bull

	8,149,765	1,300,814	9,450,579
	562,986	89,861	652,847
	8,712,750	1,390,675	10,103,425

Proposed completion date (g)

PRIVATE	TOTAL
	-
UNRECOVERABLE	-
	-
	-
	-
	-
	-
Total Cost (as 12 above) Exc VAT	-

es) match against Cashflow

1 OB3 may be used if appropriate)

regulation and planning fees etc

and local authorities, land costs and associated legal fees.
).

Authorised for issue
Project Director

Date

k-of-work

Current PSC	OBC	Change	
Facility	Sqm	Sqm	
A. INPATIENTS Total	33,624	28155	5,469
B. CORE CLINICAL SERVICES Total	16,017	15401	616
C. EMERGENCY CARE Total	7,613	5919	1,694
D. AMBULATORY CARE Total	11,842	11045	797
E. SUPPORT SERVICES Total	16,208	19268	-3,060
F. EXTERNALS Total	39		39
H.TREATMENT CENTRE Total	5,517	6653	-1,136
Sub-t	90,860	86,441	4,419
Comms and Plant	19,944	19,017	927
Grand Total	110,804	105,458	5,346

Most individual differences due to swap between zones.

Main reason for reductions-Treatment Centre content to reflect new ISTC assumptions amnd reduction in some corporate offices

JMP 28/06/06

Net m2	Gross m2
20,507	27,859
9,566	13,359
4,661	6,350
8,953	12,089
17,052	21,665
360	471
3,909	5,517
676	
65,682	87,310

108,265

Reconciliation Soa to OB2

Facility	SOA	Adj			OB form
		add Academic	Less Embedded- not in scheme	Less Externals in on-cost	
A. INPATIENTS	27,859	4,000			31,859
B. CORE CLINICAL SERVICES	13,359				13,359
C. EMERGENCY CARE	6,350				6,350
D. AMBULATORY CARE	12,089				12,089
E. SUPPORT SERVICES	21,665	-	7,279		14,386
F. EXTERNALS	471			432	39
H.TREATMENT CENTRE	5,517				5,517
Sub-t	87,310				83,599
Comms and Plant					18,202
Grand Total	108,265				101,801

Reconciliation to drawings

Facility	SOA	Adj	OB form	Reconciliation to drawings					Drawn Net	Drawn Gross
				New Build PFI	Refurb Historic	Refurb Chris H	Enabling	Retain TC		
A. INPATIENTS	27,859	4,000	31,859	27,859			4,000		31,859	38,796
B. CORE CLINICAL SERVICES	13,359		13,359	13,359					13,359	16,268
C. EMERGENCY CARE	6,350		6,350	6,350					6,350	7,733
D. AMBULATORY CARE	12,089		12,089	12,089					12,089	14,721
E. SUPPORT SERVICES	21,665	-	14,386	8,624	4,288	1,155		319	14,386	17,518
F. EXTERNALS	471		39	39					39	47
H.TREATMENT CENTRE	5,517		5,517					5517	5,517	6,718
Sub-t	87,310		83,599	68,320	4,288	1,155	4,000	5,836	83,599	###
Comms and Plant			18,202	14,875					18,202	###
Grand Total	108,265		101,801	83,195					###	###

To be drawn as per OB		
New Build		
PFI		84,723
Enabling	Academic	5,000
	IM&T	800
Sub-t New		90,523
Refurb		
CDEF Blocks		1,671
Urology		1,565
Beaufort		1,052
Sub-t Refurb		4,288
Retain		
Hancock House		1,155
TC		5,517
Creche etc.		319
Sub-t retain		6,991
Total		106,089

OB Form
Sqm
31,859
13,358
6,350
12,090
14,386
39
5,517
83,599
18,202
101,801

Enabling scheme	Direct Costs		On-costs		OB3	Abnormals	General	Non Works Cost	MIPS Uplift 517	Sub-t OB1	Fees 14%	Conting 10%	Optimism 10.4%	Total	
	OB2	OB2	OB2	OB2											
	build	equip	Space	Building											
	£	£		£	£	£	£				£	£	£	£	
Specific Schemes															
Academic (OB2 Acute, cells M121 & O121 and OB3 B'down, cells F129 (part) and F191)	5,463,900	377,817	-	4,000,000	-	-	-	-	1,592,368	11,434,085	1,547,878	1,298,196	1,485,137	15,765,296	
IM&T (OB2 Acute, cell M552)	951,912	810,803	-	-	-	-	-	-	285,203	2,047,918	173,196	222,111	254,095	2,697,320	
Comms space assoc with Academic & IMT (As attached)	-	-	783,929	-	-	-	-	-	126,838	910,767	127,507	103,827	118,779	1,260,880	
Plant space assoc with Academic & IMT (As attached)	-	-	600,300	-	-	-	-	-	97,127	697,427	97,640	79,507	90,956	965,530	
Sub-t	6,415,812	1,188,620	1,384,229	4,000,000	-	-	-	-	2,101,536	15,090,197	1,946,221	1,703,641	1,948,967	20,689,026	
General Enabling															
Asbestos removal (OB3 B'down, cell F187)					200,000				200,000	32,360	232,360	32,530	26,489	30,303	321,682
Demolition (OB3 B'down, cell F188)					200,000				200,000	32,360	232,360	32,530	26,489	30,303	321,682
Services (OB3 B'down, part cell F129 and part cell F130)					3,800,000				3,800,000	614,831	4,414,831	618,076	503,291	575,765	6,111,963
Temporary buildings (OB4, Non-Works Costs, cell H95)								2,314,607	374,498	2,689,105	-	268,911	307,634	3,265,650	
Sub-t	-	-	-	-	4,200,000				1,054,049	7,568,656	683,136	825,180	944,005	10,020,977	
Total	6,415,812	1,188,620	1,384,229	4,000,000	4,200,000				3,155,585	22,658,853	2,629,357	2,528,821	2,892,972	30,710,003	

Should this be 515 or 517

Services (OB3 B'down, part cell F129 and part cell F130)

Cell reference changed from F119 to F129

Mechanical and Electrical costs have been increased based on Carillion Pricing Sheet 15/12/08 £2.2m + £1.6m = £3.8m

**APPENDIX C: PUBLIC SECTOR
COMPARATOR INCLUDING SSD 2009**

TRUST/ORGANISATION:

North Bristol NHS Trust

SCHEME:

Southmead Site (South Option)

PHASE:

All

Communication and Plant Space associated with Academic & IMT areas

		Proportion due to Academic & IMT		
		m2	Rate £/m2	£
<u>Communication Space</u>				
	Internal Corridor	199	806	160,394
	Internal Corridor Glazed	192	1,092	209,664
	External Corridor Unglazed	276	957	264,132
	Lift Lobbies +& Shafts			-
	Stairs			-
	Update to MIPS 445 from MIPS 360			149,739
	At MIPS 445	667		783,929
	Update to MIPS 515 from MIPS 445			910,767
<u>Plant Space</u>				
	Internal Plant Rooms	667	900	600,300
	Roof Plant Rooms			
	Large Risers			
	At MIPS 445	667		600,300
	Update to MIPS 515 from MIPS 445			694,729
		m2		
	Academic Space in OB2	4,203		
	IM&T Space in OB2	1,356		
	5,559	x 12% =	667 m2	

Appendix D

NORTH BRISTOL NHS TRUST

July 2009

APPRAISAL

**For Provision of
Central Sterile Services Department
for New Southmead Hospital**

1. Introduction

NBT currently operates two CSSD departments, one at Southmead and one at Frenchay. Both are due for closure following completion of the new PFI Hospital. The Southmead building is also due for demolition as part of the Phase 2 works to create landscaping and car parking.

The Southmead PFI was specified without a CSSD and Bidders produced schemes without this facility. This was because the CSSD function was to be procured as part of the national Decontamination Super Centre project run by the Department of Health.

This position changed dramatically when the Avon Consortium project was halted and the Trust was informed this route of procurement was no longer available. As a result of this change the Trust needed to find an alternative location and route of procurement for a decontamination service.

2. Current Position

The existing two departments comprise a total of 2000 square metres and are characterised by the following benefits and drawbacks:

Benefits

- Neither department is compromised by space restraints
- Most staff live locally to either Frenchay and Southmead

Drawbacks

- There are inefficiencies and communication problems with a split operation
- Working hours are fragmented and workforce planning is not optimised in order to suit different theatre operations
- There are different processes at each site
- Poor tracking and traceability systems at both sites
- Inadequate IMS (Independent Monitoring System) at both sites
- Limited working hours of both sites

3. Future Requirements

Based on the future activity projections calculated for Avon Consortium the Trust will need a new department comprising 1659 square metres. The accommodation will need to accommodate the following major equipment:

- 10 No. single chamber washers disinfectors
- Pass through units
- 1 No. gas plasma steriliser
- 5 No. 28 cu ft steriliser units
- 2 No. auto trolley washers
- 1 No. Ultrasonic cleaner
- Clean steam provision
- RO Water units

4. Future Options and Benefits Assessment

The most obvious option is to include the CSSD within the hospital PFI. This has the benefits of integrating the service into the receipt and distribution system within the building and also avoiding the Trust having to fund from a fully committed capital allocation.

Alternatives would be to find a location on or off site and develop a standalone building outside of the PFI. The main issue with these is that they would have none of the advantages of the national super centre approach i.e. scale and critical mass and all of the down-side i.e. dislocation from the main hospital and the need to ferry goods to and fro. These options have higher capital costs due to the requirement for standalone plant and no Trust capital allocation to cover these.

A further option would be to opt for outsourcing at a remote site. However this route is now problematic with the national programme soaking up capacity and a difficulty in getting a locally run initiative to secure VfM through scale and this has not been pursued.

In summary the options considered are as follows:

- Option1: Extend Level 0 of PFI
- Option 2: Extend Level 3 of PFI
- Option 3: Create Level 0 within Multi-Storey Car Park in PFI
- Option 4: Separate site
- Option 5: Outsourcing at remote location (not pursued)

Option 1 Extend Level 0 of PFI

Benefits

- Opportunity for 24/7 service provision in one centre
- Increased efficiency of department
- State of the art washing and sterilisation facilities
- Uniformed approach to tracking and traceability
- Continuity of service
- Greater communication and staff moral
- Efficient plant systems
- Continued service provision for external customers
- Internal links to whole hospital
- Improved travel distances (vertical) to theatres(better than existing)

Drawbacks

- Possible loss of staff from both current sites and consequent requirement to recruit and train new inexperienced staff
- Additional costs for provision of plant and services through new Hospital Building and detrimental effect on layout of departments affected.

Option 2 Extend Level 3 of PFI

Benefits

- Opportunity for 24/7 service provision in one centre
- Increased efficiency
- State of the art washing and sterilisation facilities
- Uniformed approach to tracking and traceability
- Continuity of service
- Greater communication and staff moral
- Efficient plant systems
- Continued service provision for external customers
- Internal links to whole hospital
- Optimum travel distances and adjacencies to theatres

Drawbacks

- Possible loss of staff from both current sites and consequent requirement to recruit and train new inexperienced staff
- Additional costs for provision of plant and services through new Hospital Building and detrimental effect on layout of departments affected.

Option 3 Level 0 within MSCP

Benefit

- Opportunity for 24/7 service provision in one centre
- Increased efficiency
- State of the art washing and sterilisation facilities
- Uniformed approach to tracking and traceability
- Continuity of service
- Greater communication and staff moral
- Efficient plant systems
- Continued service provision for external customers
- Internal links to whole hospital
- Improved travel distances (vertical) to theatres(better than existing)
- Good links to FM Hub for receipt and distribution of materials and external customers using robots (AGV)
- Natural light to staff working areas through flank of car park structure

Drawbacks

- Possible loss of staff from both current sites and consequent requirement to recruit and train new inexperienced staff
- Loss of 40 parking spaces in MSCP, compensated by additional surface parking required to make up loss

Option 4 Separate Site

Benefits

- Opportunity for 24/7 service provision in one centre
- Increased efficiency
- State of the art washing and sterilisation facilities
- Uniformed approach to tracking and traceability
- Continuity of service
- Greater communication and staff moral
- Stand alone plant systems, less efficient than within PFI
- Continued service provision for external customers

Drawbacks

- Possible loss of staff from both current sites and consequent requirement to recruit and train new inexperienced staff
- External links only to whole hospital
- Travel distances to theatres not improved
- Separate facilities required for receipt and distribution of materials and external customers
- Loss of surface car parking or future development area
- Lack of suitable location at Southmead until PFI complete
- Additional cost of acquiring third party land
- Lack of Trust uncommitted capital

5. Costs

Carillion have provided the Trust with construction costs for Options 1- 4 and these are set out in the Table below:

		Area	Option 1	Option 2	Option 3	Option 4
	Cost Plan Method	1,659 Sq m	Level 0	Level 3	Level 0 MSCP	Separate Site
		[REDACTED]				

Carillion have confirmed that a department comprising 1659 square metres can be accommodated within the footprint of the MSCP at Level 0. Revised layouts are in hand to optimise the departmental layout.

6. Preferred Option

The most favourable from the Trust's point of view is Option 3 to locate within the multi-storey car park by the main entrance. This is both based on construction costs and from a logistics point of view and the efficiency of the department within the new hospital. The initial layout is shown on the attached drawing.

In summary this option has the main benefits of:

- Connecting the CSSD to the basement where robots will distribute FM
- Expansion potential with an inbuilt capacity to increase production by 30%
- Natural light into staff areas through the flank of the car park construction
- The lowest capital cost and resultant UP of the proposed options: £7.1m and £430k respectively.
- The £430k impact on the UP would be met by the synergy savings of combining the 2 existing CSSD on to the Southmead site and furthermore incorporating it into the FM floor of the building with good links to Theatres and all departments.

7. Recommendation

The preferred route for the Trust would be to include the CSSD within the PFI and instruct Carillion accordingly to develop the design as part of the PFI, before formal appointment as Preferred Bidder.

8. Procurement

Whilst the ideal solution would have been to incorporate the provision of CSSD in the main PFI competition it seems sensible to make this decision prior to formal appointment of preferred bidder. The OJEU itself is not a limiting factor on the decision to incorporate as the overall capex and scope is still in line with original issue.

Although it is a change in specification, it is in character a variation that could not have been reasonably foreseen and there will be variations of similar kind over the life of the building.

9. Commercial Issues

Carillion will provide the major equipment as Category B equipment under the terms of Schedule 13 of the Project Agreement i.e Carillion will supply, install and commission and the Trust will undertake maintenance and life cycle obligations.

Carillion will undertake all hard FM maintenance services and lifecycle obligations of the proposed department in line with obligations in the rest of the new Hospital for the life of the concession.

In line with the Trust's current ERIC Methodology, the energy consumed in the CSSD process will be included in the Annual Energy Target. A commercial target of 40 GJ/100m³/annum has been agreed between the parties, which is to be adjusted for the inclusion of SSD processing load for insertion into the Project Agreement at Clause 17.3. The Consortium agrees that the adjustment of the 40 GJ/100m³/annum energy target to include SSD processing load will be subject to approval by the Trust and evidence provided on an open and transparent basis to show that the SSD processing load will achieve best practice and has been benchmarked accordingly.

The final price agreed with Carillion and amendments to the Project Agreement to incorporate the department will be subject to sign-off by the Trust Technical and Financial advisors. Carillion are currently revising the departmental layout to optimise what is achievable within the PFI footprint.

Impacts on the financial model include the following:

- Increased capital, FM, and lifecycle cost inputs for both the new CSSD Department and as a result of a longer Concession period.
- Increased SPV management costs for the longer total concession period
- Increased insurance premiums in the construction and operational phases as a result of both increased capital expenditure and a longer total concession period.
- Phase 2 construction period lengthened by 4 months resulting in increased Interest During Construction and Finance Fees and also later commencement of senior and junior loan repayment.
- FM operations in the Phase 2 period increased by 4 months.

The above issues result in a total increase in the UP of approximately £430,000 pa.

The Liquidated Damages drafting provisions for Phase 2 delay would remain unchanged.

Further amendments to the Project Agreement included:

- Additional section within the TCRs to cover sterile services-specific issues
- Project Co Proposals to incorporate design and specification proposals in line with the detail for the rest of the hospital
- Room Data sheets – additional room data sheets have been provided
- Phase 2 of the Construction Programme has been extended by 4 months.
- Schedule 12 Outline Commissioning Schedule – additional Completion Tests t Appendix 11 and service commissioning programme during Phase 2 required revision.
- Schedule 13 – additional equipment incorporated as category B equipment
- Schedule 15 Independent Tester Contract – additional scope and tests to cover the sterile services
- Schedule 18 – additional Functional Area and Functional Units have been added. The weightings have therefore been adjusted slightly to incorporate this. Service Failure Point (SFP) thresholds have been reviewed and resulted in an increase of XXX points to XXX SFPs accruing in a 12 month rolling period to result in Project Co default, and an increase of XXX to XXX SFPs further accrued over the following 6 month period to result in termination.
- Schedule 37 Decommissioning – has been revised to allow the existing sterile services department to remain open for as long as possible during the phase 2 construction period.

The relevant commercial points have been stepped down into the Construction and FM subcontracts.

10. Affordability

The Trust has reviewed the affordability of the proposed option in light of existing PFI commitments. The review is detailed in annex A and confirms that the proposed option is affordable.

Appendix D Annex A: Funding of the Sterile Services Department

Savings when moving current Sterile Services Departments to a Single Site Department

When preparing the Appointment Business Case (ABC) it was anticipated that a sterile services function would be provided within the Avon Decontamination Project and therefore would have a separate funding stream from the ABC. This new sterile services department would be on the Southmead site, but separate to the PFI building.

In the spring of 2009 the Avon Decontamination Project was disbanded and the Trust has subsequently concluded that the best means of providing a sterile services function for the new hospital would be by including the service within the PFI scheme. As there is no additional funding for the inclusion of this service, the Trust has had to confirm that the savings achieved in the new sterile services department will cover the cost of providing the service. To do this, detailed work has been carried out to assess the current costs of running two sterile services departments and proposed future costs of the single department service. This comparison of costs, and hence anticipated savings, is shown in the table below.

<i>Description</i>	<i>Current cost</i> £	<i>Proposed cost</i> £	<i>Saving</i> £
9 WTE reduction in CSSD workforce	1,430,201	1,215,671	-214,530
HTM testing - 25% Reduction of sterilizer testing / maintenance	97,746	73,310	-24,436
Environmental testing - only one site to be tested	1,160	580	-580
Reduced premises costs - Domestic, maintenance	348,000	80,000	-268,000
15 % Reduction in power / water etc required	315,930	268,541	-47,389
BSI Auditing - Only one site to be audited	4,000	2,500	-1,500
Bowie Dick Testing - Move of electronic system	9,200	6,000	-3,200
Bio Burden testing - only one site to be tested	698	349	-349
Removal of all overtime	67,200	0	-67,200
Removal of staff callout service	2,000	0	-2,000
Theatres to replace their own instruments	25,000	0	-25,000
Reduction in admin support	19,621	18,157	-1,464
Porters - 2 WTE Reduction	24,500	0	-24,500
Removal of agency costs	47,000	0	-47,000
Capital charges savings from Frenchay site	292,000		-292,000
Total Cost / Saving	2,684,256	1,665,108	-1,019,148

Savings Already Counted within ABC

The ABC incorporated cost savings which will naturally arise when the current two acute hospitals at Southmead and Frenchay move into the single new Southmead hospital. These costs were developed at a high level only and represented easily identifiable savings simply arise because we are running two equivalent departments at present when we could be running one

department in the future. These savings were generated at a high level, and hence when considered more fully above, additional savings were identified.

Table 7.4.i 'Operational cost savings resulting directly from the new hospital' within the ABC, included a saving at 2008/09 prices of £2,309,000 in relation to theatres, daycase unit and recovery. The detailed break down of this cost is shown in the table below. This includes £292,000 of savings in relation to the sterile service departments.

Critical care	
Consolidating day cases wards & recovery areas	1,004
Clin Equip Svcs	29
Sterile Svcs	292
Management	30
Theatre porters	272
Emergency theatre lists	682
	2,309

The Trust has also included savings on capital charges within the PFI affordability assessment. Therefore this cannot be counted towards the funding of the new sterile services department.

Why have additional savings been identified?

When preparing the ABC, the Trust anticipated that most savings attributable to a new sterile services department would be counted within the Avon Decontamination Project. Therefore limited savings were incorporated within the ABC.

As the Avon Decontamination Project has been disbanded it is now appropriate to review all savings which might be attributable to the reduction in sterile services from two departments to one, as per the above analysis.

Funding of new sterile services department

When reviewing the savings which might be counted towards the new hospital, the Trust must ensure that savings are not double counted. From the above, available savings would be:

	£
Total savings	1,019,148
Less sterile services savings already accounted for in ABC	292,000
Less capital charges already accounted for in ABC	292,000
Savings which can be used to fund new sterile services department	435,148

The Trust has discussed with Carillion the potential to incorporate a CSSD department within the basement of a multi-storey car park adjacent to the new hospital building. Carillion has advised that the additional £7.1million capital expenditure would result in an increase in Unitary Payment of £430,000.

These figures therefore show that the savings which can be used to fund the new sterile services department are sufficient to cover the increase in UP required as a result of building a new department as a part of the PFI scheme.

Appendix F: Bank Offer Summary Report

Southmead Hospital Redevelopment Project (the "Project")

06 November 2009

Introduction

This paper provides a summary of bank initial responses on the Project. Phase 2 of the Preferred Bidder Funding competition commenced 21 October 2009 following release of the PIM, Financial Model and Model Executive Summary to participating banks. The initial responses from banks were received on 4-5 November 2009.

Status

16 banks were invited to submit indicative terms and a summary of their terms is provided in Annex 1. The status of response for the 16 banks is as follows:



The Project's total capital requirement of £650m (inclusive of the Equity Bridge Facility and the Change in Law Facility which are presumed to be stapled to the senior term loan) is anticipated to be met via:

EIB:	£250m
Pathfinders:	£200m
From funding competition:	£200m.

It is proposed that, post receipt of management approved terms at the end of November, we will seek to conform terms and agree the final make-up of the banking group. For the avoidance of doubt the terms received at this stage and summarised herein will not constitute any means for selecting the bank group. Rather the information gathered is intended to demonstrate market

Appendix G: Design process and sign-offs

SOUTHMEAD HOSPITAL REDEVELOPMENT PROJECT Pre-financial close design review process with Carillion

1. INTRODUCTION AND PURPOSE

Carillion has proposed a series of sign-off meetings as part of finalising the design of the new hospital. The meeting will cover the following workstream areas:

- Clinical (sign-off)
- Architectural (design review)
- Civil and structural (design review)
- Mechanical and electrical (design review)
- Equipment (design review)
- IT (design review)
- Project management (design review)

This paper sets out the agreed membership of each of the workstreams and the team members authorised to review plans and confirm that there is no comment to make, or to make comments that affect the design. The Trust will not accept plans as formally reviewed if they have not been commented on by a member/s of the agreed 'design review' list.

It should be noted that the only responsibility the Trust has for sign-off is for clinical functionality undertaken by the clinical team. Compliance with HBNs/HTMs etc is the responsibility of Carillion as set out in Schedule 8.

Clinical Functionality sign-off will be in two stages:

1. 1:200 hospital sign off
 - a. 1:200 design layouts will represent acceptance by the Trust of
 - i. Departmental adjacencies
 - ii. Room adjacencies
 - iii. Room areas (but subject to sign off for shape and clinical functionality under the relevant 1:50 process)
 - b. 1:50 standard and non standard rooms drawings will represent acceptance by the Trust of:
 - i. Room size
 - ii. Room shape
 - iii. Door and window locations or zones
 - iv. Room functionality
 - v. Equipment content and position (subject to comment * below)
2. 1:50 departmental sign off
 - a. Equipment in standard and non standard rooms shown on the departmental drawings may by exception change* where, during further consultation with users, the Trust deem a change is necessary. The Trust agrees to use all reasonable endeavours to avoid change to this detail and accepts there may be an impact on the sign off program of meetings.
 - b. Standard and non standard rooms shown on the departmental drawings will in all other respects be automatically signed off by the

Trust as clinically functional unless they differ from the 1:50 room drawings (e.g. different door location, window, column or service conflicts and room shape/size). In these circumstances the rooms shall be subject to the sign off process as below but solely in relation to any such differences.

When reviewing drawings and other documents, please confirm your review (or sign-off in the case of the clinical functionality) drawings using the following procedure:

1. Sign, date and write name in block capitals on the drawing you are commenting on;
2. Add either A, B, C or D below your signature indicating the status of the drawing as follows:
 - Level A (no comment)
 - Level B (proceed subject to amendment as noted)
 - Level C (Subject to amendment noted i.e. Carillion. cannot proceed until the issue has been resolved)
 - Level D (rejected).
3. Use the Drawing Comment Sheet to record you comments for B, C and D status

The Trust has decided not to mark the clinical plans: 'Initialled for an on behalf of North Bristol NHS Trust pursuant to Clause 17.6 of the Project Agreement' as the Trust has clarified with Carillion that it must be compliant with the Project Agreement.

2. DESIGN REVIEW LIST

Design Review Group	Trust Members	Members permitted to formally respond on drawings <i>(one member only required unless otherwise stated)</i>	Notes
Clinical	[REDACTED NAMES]	[REDACTED NAMES]	<p>Sign-off is for clinical functionality only and does not imply acceptance to any derogations from relevant guidance. A stamp will be produced with this statement and used on all drawings which are to be signed off.</p> <p>At issue of plans by Carillion and in advance of each sign-off meeting, Carillion to confirm all derogations that apply to the plans presented for sign-off.</p> <p>During Trust review period, clinical sign-off team to confirm acceptability or not to any proposed derogations identified</p>

Design Review Group	Trust Members	Members permitted to formally respond on drawings <i>(one member only required unless otherwise stated)</i>	Notes
			by Carillion or Trust team with [REDACTED NAMES]
TA- Architectural	[REDACTED NAMES]	[REDACTED NAMES]	Workstream includes: <ul style="list-style-type: none"> • Masterplan • Landscape • Building form • Interior finishes • Access • Security • Fire • Acoustics • Lifts • Radiation Protection • Infection Control
TA – C&S	[REDACTED NAMES]	[REDACTED NAMES]	
TA – M&E (venue: EMS offices, Frenchay available)	[REDACTED NAMES]	Philip Morgan (In PM absence, to be commented on by H&K subject to approval with D Powell for each event)	
TA- Equipment	[REDACTED NAMES] HTM Consulting Clinical members	<i>2 reviewers required</i> [REDACTED NAMES] <i>with:</i> Clinical: Member of clinical sign off group (as above) FM: [REDACTED NAMES]	
TA- IM&T	[REDACTED NAMES]	[REDACTED NAMES]	
Construction Project Management	[REDACTED NAMES] Transport and car parking: [REDACTED NAMES] Commissioning: [REDACTED NAMES]	[REDACTED NAMES] ([REDACTED NAMES] in extremis)	Workstream includes: <ul style="list-style-type: none"> • Programme • Phasing and logistics • Access and interface • Site accommodation, hoarding, access, cranes • Method statements • Section 61 • Transport plan
Advanced works	Separate groups		

3. DISTRIBUTION OF PLANS AND DRAWINGS

All drawings and plans will be uploaded onto Asite in accordance with an agreed filing structure. The file system must clearly identify the version and status of each drawing, with the final version clearly locatable.

Carillion will provide one hard copy of the following:

- all clinical drawings
- All architectural drawings
- And any other items identified as RDD under the Project Agreement

Hard copy drawings will be filed in the Christopher Hancock Building. Trust members and advisors who are unable to access hard copies from this building should use Asite.

Appendix H: Main fire Issue-Atrium/concourse

Atrium smoke control and evacuation strategy

The atrium/concourse space will be provided with a smoke control system that will be designed to maintain tenable conditions in the space and additionally to maintain a clear (smoke free) layer up to a height of 1m above any door openings into clinical accommodation at the upper levels.

To enable sufficient smoke extraction to maintain the smoke layer above the highest clinical areas, it will be necessary to provide mechanical smoke extraction at a high level within the atrium/concourse space.

This is to be achieved by providing extract fans at plant room level. The fans will be located within plant areas with inlets positioned vertically in the plant room/atria wall just below the roof line. The architect has introduced features to ensure the fan louver inlets are discrete. The fans themselves will not be visible as they are within the plant areas(not on roof).

For the purposes of the smoke control analysis we have considered the likely fire scenarios that have the potential to issue smoke into the atrium/concourse space.

These are as follows:

- 1) 2.5 MW fire on the atrium/concourse base. Unsprinklered kiosk. (fire size controlled by fire load and perimeter of the kiosk).
- 2) 2.5 MW fire in the atrium/concourse base. Sprinklered kiosk or other accommodation. (fire size controlled by the sprinklers).
- 3) 2.5 MW fire in an area of clinical (or other type of accommodation) accommodation which bounds the atrium/concourse and breaks through a door or window and spills into the atrium. The width of the spill plume considered was 2m. (fire size controlled by sprinklers).

Early modelling has provided some approximate extract rates and these are currently being used to determine the inlet replacement air requirements for the atria. The strategy for inlet air is based upon utilising replacement air from each of the neighbouring atria spaces, via vent panels on the atria walls (not visible under normal operation) and via external doors and windows.

At level 1 within the concourse there is accommodation which has 'local' ceilings and is open in part to the atrium/concourse. These areas are typically the restaurant, café and waiting areas. The smoke control strategy for these areas will utilise limited width spill plumes by the introduction of automatic dropdown smoke curtains or by the provision of local mechanical smoke extract.

The most suitable evacuation policy for the concourse area will be full simultaneous evacuation. If the decision to evacuate the concourse was taken (by the hospital control room), then independent occupants would make their way to external muster points and non ambulant occupants would be taken to other compartments within the hospital, or if the clinical staff deemed it appropriate, to external muster points.

Consequently the concourse area has been provided with final exits directly to outside and additionally with access via lobbied approach into the protected staircases.

It is considered that full simultaneous escape from the concourse area utilising the protected staircases will not have a detrimental effect on the progressive horizontal means of escape from clinical areas at any level.

If a fire occurs in the concourse area, the full evacuation of this area will be completed long before it becomes necessary to evacuate clinical areas.

APPENDIX I

**NORTH BRISTOL NHS TRUST – SOUTHMEAD HOSPITAL PFI
SCHEDULE OF DEROGATIONS**

Note: Please note that this table highlights amendments between: (a) the Department of Health standard form Project Agreement & Schedules (version 3 as amended) and (b) the Carillion specific Preferred Bidder draft Project Agreement & Schedules. Please note that Schedules 12 and 13 have been issued separately as discrete schedules. This table consolidates and updates the previous derogations schedules issued to the PFU.

Provision	Amendment	Project Specific Justification
Contents table	Schedules 16, 17, 30, 31, 32 and 33 are not used. New schedules have been added as follows: Schedule 36 Table of Phases; Schedule 37 Decommissioning; and Schedule 38 Title Information. The attachments to the Project Agreement ("PA") are as follows: Attachment 1 Financial Model Attachment 2 Planning Approval Attachment 3 Site Plan Attachment 4 Trust Policies Attachment 5 PCT Policies Attachment 6 Certificate of Title	Project specific drafting. As the scheme is hard FM only, the Retention of Employment Model will not apply and all references to Retained Staff have been removed from the Project Agreement. There are no interim services being provided by Project Co, and all references to interim services have been deleted. The project will be delivered in two phases, and phasing drafting has been incorporated throughout the Project Agreement.
Recital B	The description of the project is "provision and refurbishment of the serviced accommodation suitable for acute hospital and community hospital services to be delivered at the Site (which may include without limitation, research and/or teaching)".	Project specific drafting.
Recital G	Amendment of reference to "Section 25(1) and 25(2) of, and paragraph 5 of Schedule 4 of the National Health Service and Community Care Act 2006".	Legislative update.
Clause 5.2.4	Project Co must perform the Project Operations in a manner consistent with the Trust "(or in the case of the Community Hospital only, the PCT)" discharging its statutory duties.	The PCT is taking space in the facilities for its community hospital, and accordingly this amendment provides for the interface between Project Co and the PCT.
Clause 5.3.2	The Trust is under an obligation not to wilfully impede Project Co, having regard always to the Trust's use of the Facilities "and/or the Trust Retained Estate", and activities carried out by the Trust on or at the Site "and/or the Trust Retained Estate".	As the Project Operations will be performed by Project Co on a constrained and in use existing hospital site, this clause has been amended to refer to the Trust Retained Estate. Trust Retained Estate falls outside of the PFI and is carved out of the definition of "Site".
Clause 6.1	Project Co's business is restricted to providing the	The intention is that Project Co will provide retail

Provision	Amendment	Project Specific Justification
	Project Operations "[provided always that Project Co may provide the Retail Activities and/or such other activities as the Trust may authorise in writing from time to time]".	activities within the Facilities, and this clause has been amended to take this into account.
Clause 6.2	Deletion of reference to Clause 8.7.6.	Clause 8.7.6 is not used.
Clause 6.3	Project Co shall have full regard for the safety of all persons on the Site "and the Trust Retained Estate".	See Clause 5.3.2 above.
Clause 7	Insertion of Trust Warranties.	Project specific drafting agreed with Carillion and the shadow legal due diligence advisor.
Clause 8.6	Deletion of "Service Failure" and insertion of "an Unavailability Event or a Performance Failure".	Drafting amendments reflect the revised payment mechanism terminology.
Clause 8.7.8	DH SF3 ground conditions and contamination Excusing Cause inserted.	Consequential amendment to the inclusion of Clauses 15.3, 15.3A and 15.3B.
Clause 8.7.9	New Excusing Cause inserted: "the failure by the Trust prior to [the date of issue of the Certificate of Phase 1 Works Area [1] Commencement] to vary the Rights such that the Rights are no longer exercisable over the part of the Accessway within the land shown on the Phase 1 Works Area [1] Construction Site Plan".	Project specific amendment agreed with Carillion and the legal shadow due diligence advisor to reflect the phased handover of the Site. Please see Clauses 14.1 and 14.2.
Clause 9.5	Insertion of reference to the Retail Lease.	Consequential amendment as a result of inclusion of retail space.
Clause 10.1, 10.2, 10.3	Qualification of general position by reference to the warranties provided at Clause 7	Consequential amendment given the inclusion of Trust Warranties at Clause 7.
Clauses 14.1 and 14.2	Phasing drafting incorporated in Clauses 14.1, 14.1A, 14.1B and 14.2.	The amendments reflect the fact that the Trust will not be able to give vacant possession of the entire Site at financial close. Specific reference has been made to the areas for which vacant possession will be given ("Works Areas"), by reference to a plan. This drafting links with Schedule 37 (Decommissioning) in respect of Trust handover of the relevant Works Areas.
Clause 14.3	Insertion of "and Project Co Parties" after "Project Co"; and provision regarding no exclusive possession has been made subject to Clause 14.6.	Consequential amendment as a result of inclusion of retail space.
Clauses 14.4 and 14.5	Insertion of "referred to" before "in the Title Deeds".	Drafting amendment reflects the definition of Title Deeds.
Clause 14.5.2	Insertion of "(other than by way of any rights granted under Clause 14.6)" at the end of the Clause.	Consequential amendment to reflect inclusion of Retail Lease (Schedule 7). Project specific drafting agreed with shadow legal due diligence advisor.

Provision	Amendment	Project Specific Justification
Clause 14.6	Drafting inserted dealing with the grant of the Retail Lease shortly after the Phase 1 Actual Completion Date.	Project specific drafting agreed by Carillion and the shadow legal due diligence advisor.
Clause 15.3	DH SF3 ground conditions and Contamination drafting included in Clause 15.3.	As existing buildings cover part of the Site, in accordance with DH SF3 principles, the Trust has granted relief to Project Co in respect of ground conditions and Contamination discovered under existing buildings (but not including roads and hard standings).
Clause 15.3A	Project specific drafting inserted: "To the extent that Asbestos exists within Existing Buildings across the Site, Project Co shall not be responsible for such Asbestos unless it was discovered by the [insert reference to appropriate survey] and accordingly identified in Part 3 of Schedule 8 (Construction Matters) or unless it should reasonably have been discoverable if the [survey] had been properly carried out. If Project Co is not responsible for such Asbestos under this Clause 15.3A then the Trust shall be so responsible."	Project specific drafting agreed with Carillion and the shadow legal and technical due diligence advisors.
Clause 15.3B	Insertion of clause stating: "To the extent that Asbestos exists within ducts across the Site, Project Co shall not be responsible for such Asbestos unless such Asbestos exists within ducts as at financial close as identified by the [red hatching] on the plan at Attachment [] and was discovered by the [insert reference to appropriate survey] and accordingly identified in Part 3 of Schedule 8 (Construction Matters) or unless it should reasonably have been discoverable if the [survey] had been properly carried out. If Project Co is not responsible for such Asbestos under this Clause 15.3B then the Trust shall be so responsible."	Project specific drafting agreed with shadow legal and technical due diligence advisors.
15.4	Insertion of provisions applicable in the event of the Trust being held responsible for any of the matters referred to in Clauses 15.3 and "15.3A and 15.3B". Deletion of "during the Construction Phase" and insertion of "prior to the relevant Phase Actual Completion Date".	Consequential cross reference amendment, and typographical correction as "Construction Phase" is not a defined term.
Clause 16.2	Insertion of "Project Co shall comply with all	Project specific drafting agreed with shadow legal

Provision	Amendment	Project Specific Justification
	conditions of the Consents other than those items identified in Schedule 8 Part 1 as the responsibility of the Trust".	due diligence advisor. Planning responsibility matrix set out in Schedule 8 Part 1 following the grant of detailed planning consent.
Clause 17.1A	Insertion of a new clause: "The Advance Works and any part of them carried out as at the date of this Agreement shall be deemed to be part of the Works and Schedule 8 Part 3 (Trust's Construction Requirements) and to have been carried out by Project Co".	Drafting inserted to include reference to the Advance Works being carried out by the construction contractor (and paid for by the Trust) under an Advance Works Agreement.
Clauses 17.3 and 17.4	Insertion of Swindon. The energy target for the Facilities is 40 Giga Joules per 100 m ³ per year.	Swindon is the appropriate area for heating degree day data as published by DH Estates and Facilities. The energy target has been agreed between the Trust and Carillion.
Clause 17.6	Insertion of reference to Schedule 8 Part 3 (Trust's Construction Requirements).	Completion of cross reference.
Clause 19.1A	Insertion of: "In the event that the Phase 2 Actual Completion Date has not occurred by the date which is [twelve (12)] months after the Phase 2 Completion Date (the "Default Date") the Service Payments shall be multiplied by the Completion Factor as set out in Appendix H of Schedule 18 pursuant to Part B of Schedule 18 with effect from the Default Date until the Phase 2 Actual Completion Date."	The default date has been extended from 6 to 12 months, and has been linked to the Phase 2 Completion Date.
Clause 21	Insertion of: "The Parties agree to comply with their respective duties and obligations pursuant to Schedule 13 (Equipment), Schedule 8 Part 3 (Trust's Construction Requirements) and Schedule 14 (Service Requirements)".	The project specific equipment drafting is contained in Schedule 13. Reference has been made to Schedule 8 Part 3 and Schedule 14 to catch any additional Project Co obligations relevant to equipment therein.
Clause 22.1	The "phased" drafting option has been selected. Time period of 20 Business Days inserted.	Time period agreed by Carillion and the Trust.
Clause 22.4	Clause deleted.	Clause 22.7 covers the parties' obligation to comply with the Final Commissioning Programme in relation to pre-completion commissioning, and Clause 22.10 deals with the same in relation to post-completion commissioning.
Clause 22.5	The Independent Tester will be notified of anticipated completion 1 month in advance.	Completion of time period gap.
Clause 22.9	Project Co shall give the Trust access to the Facilities "(including Beneficial Access in accordance with the provisions of Schedule 12)".	The Trust will be undertaking a very small amount of pre-completion commissioning in relation to the Category B items of equipment before the relevant

Provision	Amendment	Project Specific Justification
		Phase Actual Completion Date. Schedule 12 obliges Project Co to give the Trust "Beneficial Access" to enable the Trust to carry out its pre-completion commissioning.
Clause 22.10	Deletion of "not less than [] Business Days' notice and not more than [] Business Days' notice", and insertion of "notice within" before "the appropriate notice period for that Phase".	Project specific phasing drafting amendment.
Clause 22.11	A time period of 5 Business Days has been inserted. The Works must be complete in accordance with the Trust's Construction Requirements, Project Co Proposals and the Completion Criteria.	Completion of gap. The Trust requires that sign off of the Works is against the TCRs and PCPs, as well as the Completion Criteria.
Clause 22.13, 22.14 and 22.15	Time periods of 5, 10 and 10 Business Days respectively have been inserted.	Completion of gaps.
Clause 22.17	Project Co is to provide the as-built building specification together with all drawings relating to the Works, and "clinical interface documentation, life support, MEIGAN and patient monitoring protocols, energy data/models, BMS interface and control protocols and full and final commissioning data".	The other documentation has been agreed with Carillion.
Clause 23.1	A time period of 30 Business Days has been inserted.	Completion of gap.
Clause 23.6	The Trust and Project Co shall undertake decant and decommissioning activities as set out in Schedule 12 "and Schedule 37 (Decommissioning)".	The Trust will be responsible for some decommissioning before handing over parts of the site to Project Co.
Clause 25.8.3	"Trust's Service Level Requirements" has been amended to "Trust's Service Level Specifications".	Typographical error.
Clause 26.1	Insertion of "Project Co shall be responsible for providing information technology infrastructure as part of the Works in accordance with Schedule 8 Part 3 (Trust's Construction Requirements) and Part 4 of Schedule 8 (Project Co's Proposals)".	Clarificatory drafting to reflect the requirements of the Trust. Please also see amendments to the definition of "Works".
Clause 27.2	Insertion of "Project Co shall provide the Services in relation to the relevant Phase from the relevant Payment Commencement Date".	The Services will be provided, and the Trust will commence payment, from the later of the relevant Phase Completion Date and the Phase Actual Completion Date.
Clause 27.5	Project Co shall perform the Services to co-ordinate with the Trust's operations on the Site "and the Trust Retained Estate".	See Clause 5.3.2 above.
Clause 28.2	A Schedule of Programmed Maintenance is to be	Clarificatory amendment.

Provision	Amendment	Project Specific Justification
	submitted before the commencement of each Contract Year.	
Clause 28.4	A time period of 20 Business Days has been inserted.	Completion of gap.
Clauses 28.4 and 28.5	Cross reference to paragraph 1.3 amended to 1.2, and paragraph 4.7 to 3.8 respectively.	Correction of cross references.
Clauses 28.10 and 28.11	Replacement of "Estates Services" with "Services".	Project specific amendment following review by shadow legal due diligence advisor. Consequential amendment in Schedule 24.
Clause 29.3	The Trust may award Service Failure Points in accordance with Schedule 14 "and Schedule 18 (Payment Mechanism)".	Drafting amendment agreed with the shadow legal due diligence advisor.
Clauses 29.4.2 and 29.6.2	Amended to refer to Appendix E of Schedule 18 (Payment Mechanism)	Consequential cross reference amendment.
Clause 29.5	Trigger threshold of 3 or more Warning Notices in any 6 month period in respect of any Service inserted.	Warning Notices threshold agreed by Carillion and the shadow technical due diligence advisor.
Clause 29.6.1	The Trust's step in rights have been extended to include where a breach by Project Co may create an immediate and serious threat to the health or safety of any user of the Facilities "and/or the Trust Retained Estate".	See Clause 5.3.2 above.
Clause 30	The "no TUPE transfer" drafting has been incorporated.	The Trust does not anticipate any staff of either the Trust or the PCT will be subject to TUPE transfer.
Clause 30.4	Compliance with legislation and Trust Policies has been extended to include compliance with PCT Policies as appropriate.	The Trust expects Project Co to comply with the PCT Policies where relevant to the community hospital.
Clause 31	The pensions provisions have been deleted.	See Clause 30 above.
Clauses 32.5, 32.6 and 32.7	Provisions have been extended to PCT Policies as well as Trust Policies.	See Clause 30.4 above.
Clause 32.9	Insertion of requirement on the Trust to procure that the PCT shall permit and arrange for its employees to receive training and make familiarisation visits to the Facilities.	The PCT will be occupying the community hospital space in the new Facilities.
Clauses 32.19 and 32.20	Insertion of reference to the PCT.	The records of medical screenings shall be held by Project Co on behalf of the Trust and the PCT, and the outcomes made available to the Trust and the PCT on reasonable request.
Clause 33.7	Not used.	The Trust will not be selling any existing stock or

Provision	Amendment	Project Specific Justification
		materials to Project Co.
Clause 34	Not used.	As the scheme is hard FM only, the market testing provisions are not used.
Clause 35.2	Insertion of Project specific invoicing and payment provisions.	Project specific drafting agreed with shadow legal due diligence advisor. Note drafting will require further amendment to reflect the agreement that if the Trust exercises its break option under the Retail Lease, the Service Payment will be increased by an amount equal to the amount by which the Service Payment has been reduced for the Project Co underwritten retail value.
Clause 35.4	Deletion of "Fast Track" before "Dispute Resolution Procedure".	Deleted for consistency with Schedule 26 (Dispute Resolution Procedure).
Clause 36.4.3	Deletion of "twenty (20) Business Days" and insertion of "thirty (30) days".	Project specific amendment agreed between Trust and AON.
Clause 36.5	Amended to refer to Part 4 of Schedule 21.	Consequential cross reference amendment.
Clause 36.6.1	Footnote inserted to reflect Carillion's Final Bid Submission.	If the insurance market is not accepting an absolute waiver of subrogation where the Trust or a Trust Party has committed a vitiating act, then Carillion expects the Trust would be willing to consider a waiver of Clause 36.6.1. It has been agreed that the appropriate amendment will be made to Schedule 21.
Clause 36.8	Time period of 20 Business Days inserted.	Completion of gap.
Clause 36.17	Deletion of "ten (10) thousand pounds" and insertion of "twenty (20) thousand pounds". Time period of 20 Business Days inserted.	Project specific amendment agreed between Trust and AON, and completion of gap.
Clause 36.18	Amended to refer to "Paragraph 1 of Part 1 and Paragraph 1 of Part 2".	Insertion of appropriate cross-references to Schedule 21.
Clause 36.19.2	Amendment of "facilities" to "Facilities" (defined term).	Correction to drafting. "Facilities" is a defined term.
Clause 36.20A	Deletion of £100,000 and insertion of £1,000,000. Amendment of cross reference from Clause 36.20 to 36.20A.	Project specific amendment agreed between Trust and AON, and correction of cross reference.
Clauses 36.20C.2 36.20F, 45.2.2	Amended to refer to the "South West Strategic Health Authority".	Project specific reference to the South West Strategic Health Authority, replacing Avon, Gloucestershire and Wiltshire SHA.
Clause 36.21	Time period of 40 Business Days inserted.	Completion of gap.
Clause 36.24	Deletion of "Part [4]" and insertion of "Part 6".	Insertion of correct cross reference.
Clause 39.3.4	Insertion of a new Relevant Change in Law as "the occurrence of any Emissions Specific Change in	Emissions specific change in law drafting has been agreed with Carillion, the shadow legal due diligence

Provision	Amendment	Project Specific Justification
	Law".	advisor, and the PFU.
Clause 39.3.4(b)	Insertion of "other than in the case of a Change in Law referred to in Clause 39.3.4 above" before "such Change in Law was not reasonably foreseeable at the date".	See Clause 39.3.4 above.
Clause 39.4.3	The provisions of Schedule 22 shall apply in respect of a Relevant Change in Law, "(provided always that for the purposes of this Clause 39 only, the parties acknowledge that the obligations of Project Co pursuant to Part I of Schedule 18 (Payment Mechanism) and any amendment thereto that may be required to comply with an Emissions Specific Change in Law shall be deemed to be a Service in order that the provisions of Schedule 22 (Variation Procedure) can apply as appropriate)".	Clarificatory drafting so that Project Co can receive recompense for an Emissions Specific Change in Law through the operation of Schedule 22. See Clause 39.3.4 above.
Clause 39.9	Drafting has been inserted to deal with an Emissions Specific Change in Law and risk allocation in respect of Allowances.	See Clause 39.3.4 above.
Clause 41.3.8	A new Delay Event has been inserted as "the failure by the Trust prior to [the date of issue of the Certificate of Phase 1 Works Area [1] Commencement] to vary the rights such that the Rights are no longer exercisable over the part of the Accessway within the land shown on the Phase 1 Works Area [1] Construction Site Plan". Consequential amendment to Clause 41.11.1.	Project specific Delay Event and Compensation Event to reflect the phased handover of the Site.
Clause 41.12	Final sentence amended to read: "The Trust shall pay compensation by the date agreed between the parties acting reasonably or as determined in accordance with Schedule 26 (Dispute Resolution Procedure)."	Project specific amendment following review by shadow legal due diligence advisor.
Clause 44.1.2	Deletion of "twelve (12) months" and insertion of "eighteen (18) months after the Phase 1 Completion Date".	Project specific amendment following review by shadow legal due diligence advisor. The Phase 2 Longstop Date has been replaced by Clause 19.1A (a financial deduction mechanism).
Clause 44.1.3(a)	Deletion of "or any other services", and insertion of "and education and training services".	Project specific amendment following review by shadow legal due diligence advisors and discussion with the bidders during dialogue.
Clause 44.1.6	Insertion of "(other than an obligation relating to the carrying out of Phase 2 of the Works)".	Standard form drafting was amended to apply to a breach of health and safety after the Phase 1 Actual

Provision	Amendment	Project Specific Justification
		Completion Date. As there are substantive construction/demolition works to be undertaken in Phase 2, the amendment reflects concerns that the termination provisions could apply in the event of an incident occurring on the Phase 2 construction site. The drafting amendment makes it clear that the provision should not apply in the event that a material breach of health and safety occurs during the Phase 2 Works.
Clause 44.1.9	Number of Service Failure Points amended to "ten thousand, two hundred and forty five (10,245)" in any 12 month rolling period.	Project specific amendment. Thresholds have been agreed by the shadow technical due diligence advisor.
Clause 44.3.2©	Number of Service Failure Points amended to "two thousand and sixty one (2061)" in any 6 month period.	Project specific amendment. Thresholds have been agreed by the shadow technical due diligence advisor.
Clauses 44.6 to 44.8	Not used.	As the scheme is hard FM only, the replacement of sub-contractor provision has been deleted.
Clause 45.1.2	Deletion of "such regional office" and insertion of "the Strategic Health Authority".	Clarificatory amendment.
Clauses 47.4.1 and 47.4.4	Insertion of reference to "Service Equipment, Category A1 Equipment, Category A2 Equipment, Category B Equipment and Category F Equipment".	Project specific amendment, to tie in with the definitions of the categories of equipment as set out in Schedule 13.
Clause 47.7.3(b)	Insertion of reference to the Trust Retained Estate after the Facilities.	See Clause 5.3.2 above.
Clauses 48.1, 48.2, 48.3, 48.4 and 48.5	Insertion of reference to Parts C, B, A, A, and D of Schedule 23 respectively.	Completion of cross references.
Clause 50	Amended to refer to the Retail Lease, and legislation in Clause 50.4.1 updated to "Sections 70(1) and 70(2) of the National Health Service Act 2006".	Project specific reference to the Retail Lease inserted, and legislative update.
Clause 50.8	Insertion of "Subject to Clause 50.9" at beginning of the Clause.	Project specific amendment, see Clause 50.9.
Clause 50.9	Drafting inserted: "The Third Party Shareholder shall be entitled to transfer its shares in HoldCo or Project Co to another member of its Group, provided that if the transferee ceases to be a member of the Group during the period ceasing twelve (12) months from the [Phase 2] Actual Completion Date, the Third Party Shareholder shall procure that the transferee shall transfer the relevant shares in Hold Co or	Project specific amendment agreed with Carillion and the PFU. See the definition of "Third Party Shareholder".

Provision	Amendment	Project Specific Justification
	Project Co to the Third Party Shareholder".	
Clause 50.11	Drafting inserted that Project Co represents and warrants to the Trust the legal and beneficial ownership of Project Co and Hold Co, and further provisions govern the Trust's right to receive information about any Change in Control.	Drafting updated to reflect SOPC, as agreed with the PFU.
Clause 51	Insertion of reference to the PCT where relevant.	Drafting ensures the PCT can access the data and/or intellectual property it requires from Project Co in relation to the community hospital.
Clause 53.11	Updated to reflect changes in legislation. Redrafted to read: "the "Legislation" means Chapter 3 of Part 3 of the Finance Act 2004 (the "FA 2004"), any regulations made under Section 73 of the FA 2004, the Income Tax (Construction Industry Scheme) Regulations 2005 (SI 2005/2045) (the "CIS Regulations") and any other statute or subordinate legislation relating to the Scheme as from time to time modified or replaced whether before or after the date of this Agreement."	Legislative update. Drafting agreed with shadow legal due diligence advisor. Note: Drafting to be updated at the time the Project Agreement is signed (as necessary).
Clause 53.11.1(c)	Renumbering of (c) to (b). Amended to refer to "Legislation pursuant to Section 59 of the FA 2004".	Legislative update. Drafting agreed with shadow legal due diligence advisor.
Clause 53.11.1(d)-(g)	Deleted.	Legislative update. Drafting agreed with shadow legal due diligence advisor.
Clause 53.11.2	Deleted. New Clause 53.11.2 reads: "Each of Project Co and the Trust shall comply with their respective obligations under the Legislation;"	Legislative update. Drafting agreed with shadow legal due diligence advisor.
Clause 53.11.3	Deleted. New clause 53.11.3 reads: "The Parties believe that all payments under this Agreement will be exempt from the CIS Regulations (SI 2005/20145) under Regulation 23 (the "PFI Exemption"), however, if and to the extent that the payments under this Agreement are contract payments then the Trust, as contractor, shall verify in accordance with Regulation 6 of the Regulations whether Project Co or its nominee are registered for gross payment, for payment under deduction or are not registered under Chapter 3 of the FA 2004 and for these purposes Project Co hereby agrees to provide the Trust with all information and assistance which may be required by	Legislative update. Drafting agreed with shadow legal due diligence advisor.

Provision	Amendment	Project Specific Justification
	the Trust under the Scheme including (but not limited to) Project Co's name, unique tax payer reference (UTR), company registration number, the National Insurance number (if applicable)and/or such other information as may be required under Regulation 6 of the CIS Regulations in sufficient time to enable the Trust to comply with its obligations. The Trust shall, upon reasonable request from Project Co, keep Project Co informed of the verification process with HMRC;".	
Clause 53.11.4	Deleted. New clause 53.11.4 reads: "if any payment due from the Trust to Project Co under this Agreement is a contract payment under the Legislation then: (a) if the Trust is satisfied that Project Co is registered for gross payment under Section 63(2) of the FA 2004, the Trust shall make a payment to Project Co without any deduction; or (b) if Project Co is not registered for gross payments under the Legislation, the Trust shall make the payment to Project Co subject to the deduction of the relevant percentage in accordance with the legislation;".	Legislative update. Drafting agreed with shadow legal due diligence advisor.
Clause 53.11.5 – 53.11.8	Deleted.	Legislative update. Drafting agreed with shadow legal due diligence advisor.
Clause 53.11.9	Renumbered 53.11.5. (b) replace "over" with "under".	Consequential amendment. Typographical error.
Clause 53.11.10	Deleted.	Legislative update. Drafting agreed with shadow legal due diligence advisor.
Clause 53.11.11	Renumbered 53.11.6.	Consequential amendment
New Clause 53.11.7	Drafted to read: "in the event of any conflict between this Clause and any other term of this Agreement, the provisions of this Clause shall prevail "	Clarification
Clause 57.1 and 57.2	Amended to refer to "South West Strategic Health Authority." Correction of address and contact number.	Please see above. Project specific information.
Clause 62	Insertion of reference to the Retail Lease.	Project specific amendment.
Schedule 1		
"1954 Act"	Insertion of definition: "means the Landlord and Tenant Act 1954".	New definition, consequential amendment to Clause 14.6 (Retail Lease).
"Accessway"	Insertion of definition: "means the accessway shown	New definition, consequential amendment to Clause

Provision	Amendment	Project Specific Justification
	coloured brown on the plan attached at Appendix [] of the Certificate of Title over which the Rights are exercised".	41.3.8.
"Access Area", "Access Certificates", "Access Conditions", "Access Date" and "Access Period"	Insertion of new definitions in relation to the period of beneficial access granted by Project Co to the Trust.	Definitions are used in Schedule 12 (Outline Commissioning Programme) and detail the areas (and condition of the areas) over which the Trust will be granted beneficial access prior to the relevant Phase Actual Completion Date.
"Acts"	Insertion of definition: "means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, and the Planning and Compensation Act 1991".	New definition, consequential amendment to Clause 14.6.7(b) (Retail Lease).
"Advance Works"	Insertion of new definition: "means the procurement, supply, delivery and installation by the Advance Works Contractor of various enabling works at the Site under the terms of the Advance Works Agreement".	The Trust and the building contractor will enter into an agreement for the provision of certain site enabling works after Preferred Bidder but before Financial Close. These advance works will be subsumed into the PFI "Works" at financial close.
"Advance Works Agreement"	Insertion of new definition: "means the agreement for Advance Works entered into between the Trust and the Advance Works Contractor dated [] 2009".	See above.
"Advance Works Contractor"	Insertion of new definition: "means []".	See above.
"Adverse Law"	Amended to refer to "Sections 70(1) and 70(2) of the National Health Service Act 2006".	Legislative update.
"Ancillary Rights"	Amended to reference the phasing, the Historic Buildings and the Trust Retained Estate, the Title Deeds, and specific infrastructure such as pneumatic tubes on the Site.	Project specific amendment reviewed by shadow legal due diligence advisor.
"Asbestos"	Insertion of definition: "has the meaning given to it in the Control of Asbestos Regulations 2006".	Project specific definition, used in Clause 15.3.
"Beneficial Access"	Insertion of new definition: "means access to be granted by Project Co to the Trust and all relevant Trust Parties in accordance with paragraph 2A of Schedule 12".	See "Access Area" above.
"Category A1 Equipment"	Insertion of new definition: "has the meaning given in Schedule 13".	This category will comprise equipment supplied, installed, maintained and replaced by Project Co which is an integral part of the building, e.g. bed head

Provision	Amendment	Project Specific Justification
		units.
"Category A2 Equipment"	Insertion of new definition: "has the meaning given in Schedule 13".	This category will comprise equipment supplied, installed, maintained and replaced by Project Co which is an integral part of the building but which requires some clinical input, e.g. theatre pendant lights.
"Category B Equipment"	Insertion of new definition: "has the meaning given in Schedule 13".	This category will comprise equipment supplied and installed by Project Co, but maintained and replaced by the Trust. This is mainly "big ticket" medical equipment, e.g. MRI scanners. Installation of this equipment will not be a completion test, and the Trust's remedy will be making financial deductions on a per item per day basis.
"Category C Equipment"	Insertion of new definition: "has the meaning given in Schedule 13".	This category will comprise equipment supplied by the Trust, installed by Project Co, and maintained and replaced by the Trust. Examples of Category C Equipment include soap and towel dispensers.
"Category D Equipment"	Insertion of new definition: "has the meaning given in Schedule 13".	This category will comprise equipment supplied, installed, maintained and replaced by the Trust. A sub-set of Category D Equipment will be the "Beneficial Access Equipment" which is installed pre-completion, with the remainder installed post completion.
"Category F Equipment"	Insertion of new definition: "has the meaning given in Schedule 13".	This category will comprise FM equipment supplied, installed, maintained and replaced by Project Co which is fixed to the building, e.g. cookers.
"Category P Equipment"	Insertion of new definition: "has the meaning given in Schedule 13".	This category will comprise the patient entertainment systems. Project Co will design the building to enable the fixing of this equipment (and its replacement) by the Trust or the Trust's subcontractor.
"Certificate of Phase 1 Works Area 1 Commencement", "Certificate of Phase 1 Works Area 2 Commencement", "Certificate of Phase 2 Commencement"	New definitions inserted to replace "Certificate of Commencement".	As the Trust will be handing over parts of the site ("Works Areas") following decommissioning in accordance with Schedule 37, the Trust will issue the relevant certificate of commencement to Project Co.
"Change in Control"	Replacement of "any sale or other disposal" with	See Clause 50.11.

Provision	Amendment	Project Specific Justification
	"any sale, transfer or disposal". Deletion of "that equity share" and insertion of "those shares". Insertion of new limb (b): "any other arrangements that have or may have or which result in the same effect as paragraph (a) above".	
"City Council"	Insertion of new definition: "has the meaning given to it in paragraph 1 of Schedule 8 Part 1".	Definition used in the context of planning obligations as set out in Schedule 8 Part 1.
"Clinical Services"	Insertion of "from time to time" before "at the Facilities". Inclusion of reference to "the PCT and/or any replacement PCT Service Provider". Insertion of "(in each case)" before "are not services to be provided by Project Co..."	Project specific amendment following review by shadow legal due diligence advisor.
"Clinical Use"	Deletion of "[Project Co staff]" and insertion of "Project Co Parties".	Completion of gap.
"Commissioning Completion Certificate"	Insertion of new definition: "means the certificate to be issued by the Independent Tester pursuant to Clause 23.4".	Consequential amendment as a result of inclusion of Clause 23.4.
"Community Hospital"	Insertion of new definition: "means the space within the new Hospital dedicated for the provision of non-acute healthcare services by the PCT and/or any replacement PCT Service Provider".	Project specific amendment.
"Completion Criteria"	Insertion of reference to Appendix 11 of Schedule 12 and Schedule 15.	The tests on completion that comprise the Completion Criteria will be set out in Appendix 11 of Schedule 12 (Outline Commissioning Programme) and Schedule 15 (Independent Tester Contract).
"Condition B"	Insertion of new definition: "has the meaning given in Sub-Part C of Part 1 of Schedule 14".	Consequential amendment as a result of project specifics included in the Service Level Specification.
"Conduits"	Insertion of new definition.	Used in the definition of "Ancillary Rights".
"Contamination"	Inclusion of Asbestos in the definition.	Project specific amendment, used in Clause 15.3.
"Decommission Building"	Insertion of new definition: "means [insert reference to specific buildings]".	The Trust will be required to have decanted from and decommissioned these specified buildings by certain dates (as detailed in Schedule 37).
"Decommissioning Action Plan"	Insertion of new definition: "has the meaning ascribed to it in paragraph 5.1 of Schedule 37".	The Decommissioning Action Plan will detail the safe decommissioning of the specified building by the Trust and Project Co, including isolation of services and infrastructure.
"Design Data"	Insertion of "[and the Historic Buildings]".	Project specific amendment to reflect the design solution in relation to the Historic Buildings. The definition of "Facilities" does not include Historic

Provision	Amendment	Project Specific Justification
		Buildings.
"Disclosed Data"	Deletion of "data and documents concerning" before "the Title Deeds". Insertion of "Historic Buildings and/or the Trust Retained Estate".	Project specific amendments to reflect the Site and the definition of "Title Deeds".
"Emissions Specific Change in Law", "Existing Greenhouse Gas Legislation", "New Greenhouse Gas Legislation", "Greenhouse Gas"	Insertion of new definitions covering change in greenhouse gas legislation.	Drafting amendment to reflect a change in the applicable EU ETS regime during the Project Term.
"Energy"	Inclusion of definition: "means electricity, gas, oil, coal and any other fossil based fuel including Renewable Energy".	Drafting includes Renewable Energy.
"Equipment Liaison Committee"	Insertion of definition: "has the meaning given to that term in paragraph 4 of Schedule 13".	The equipment liaison committee controls the selection and replacement process of Categories A2, B and F Equipment.
"Existing Buildings"	Insertion of definition: "means existing buildings as at Financial Close which it has not been practical for Project Co to investigate or survey as identified by [blue hatching] on the plan at Attachment []".	This definition is used in Clause 15.3A specifically in relation to Asbestos.
"Facilities"	Deletion of "[the Group 1 Equipment]", and insertion of "Service Equipment, Category A1 Equipment, Category A2 Equipment, Category B Equipment and Category F Equipment to be supplied and/or maintained by Project Co in accordance with Schedule 13 and any Conduits located in, under or over the Site".	Completion of gap.
"Fast Track Dispute Resolution Procedure"	Definition deleted.	The dispute resolution procedure does not include a "fast track" mechanism.
"Financial Model"	Insertion of cross reference to Attachment 1.	Completion of gap.
"Group"	Insertion of definition of a group company.	Used in Clause 50.9 (Change in Control). Subject to PFU approval.
"Historic Buildings"	Insertion of definition: "means the [insert reference to those parts of the historic buildings that are included within the design solution and where Project Co is to undertake works but for which the Trust will be responsible for ongoing maintenance and lifecycle as part of the Trust Retained Estate during the operational phase] edged green on the [Phase 1	Project specific amendment. Project Co will be carrying out a limited amount of works to the Historic Buildings as part of the Works, but will not be providing any ongoing maintenance.

Provision	Amendment	Project Specific Justification
	Construction Site Plan] [Phase 2 Construction Site Plan]".	
"Hospital"	Insertion of definition: "means the hospital buildings to be developed or refurbished by Project Co on the Site in accordance with Schedule 8".	Project specific amendment.
"Joint Commissioning Steering Group"	Insertion of definition: "has the meaning given in paragraph 2 of Appendix 4 to Schedule 12".	The joint commissioning steering group is established with Trust and Project Co representatives to co-ordinate the commissioning.
"Maintenance Works"	Replacement of "Estates Services" with "Services".	Project specific amendment following review by shadow legal due diligence advisor.
"National Health Service Trust"	Amended to refer to Sections 25(1) and 25(2) of the National Health Service Act 2006.	Legislative update.
"New Agreement"	Insertion of definition: "has the meaning given in Schedule 23 (Compensation on Termination)".	Project specific amendment following review by shadow legal due diligence advisor.
"New Equipment"	Insertion of definition: "has the meaning given in Schedule 13".	The "New Equipment" is the Category A2, B and F Equipment that is being purchased by Project Co and goes through the equipment liaison committee selection process.
"Operational Site Plan"	Insertion of definition: "means the plan appended to Appendix [3] to this Agreement".	The operational site will be identified by reference to this plan.
"Operational Term"	Insertion of "Phase 1" before "Actual Completion Date".	Project specific amendment. The operational term commences on the first phase actual completion date.
"Payment Commencement Date"	Definition amended to: "means as the context may require the Payment Commencement Date 1 and/or the Payment Commencement Date 2".	Project specific phasing amendment.
"PCT"	Insertion of definition: "means Bristol Teaching Primary Care Trust".	Bristol Teaching PCT will be in occupation of the community hospital elements of the new Facilities.
"PCT Policies"	Insertion of definition: "means, subject to Clause 32.7, the policies of the PCT set out in the document annexed to this Agreement as Attachment 5 as amended from time to time".	Project Co will be expected to comply with the PCT policies as well as the Trust policies.
"PCT Service Provider"	Insertion of definition: "means any body, including (for the avoidance of doubt) another health service body, with whom the PCT has entered into an arrangement made pursuant to Sections 21 or 22 of the National Health Service Act 2006".	Consequential project specific amendment. Definition used in the definition of "Clinical Services."
"Performance Failure"	Insertion of definition: "has the meaning given in Part A of Schedule 18". Consequential deletion of the definition of "Service Failure".	Consequential amendment as a result of the DH issued updates to the payment mechanism.

Provision	Amendment	Project Specific Justification
"Performance Monitoring Report"	Insertion of definition: "has the meaning given in Schedule 18".	As above.
"Phase", "Phase 1", and "Phase 2"	Insertion of cross reference to Schedule 36.	Completion of gap.
"Phase 1 Works Area 1 Construction Site Plan", "Phase 1 Works Area 2 Construction Site Plan", "Phase 2 Construction Site Plan"	New definitions inserted by reference to plans appended at Attachment [3] to the Agreement.	Project specific amendment to include reference to the construction site plans. Please see below for the definition of "Site". Amendments reflect the fact that the Site will be handed over to Project Co in phases, and the "Site" will comprise different areas during the construction and operational phases.
"Phase 1 Works Area 2 Handover Date", "Phase 2 Handover Date"	New definitions inserted, target handover date to be completed.	The "Handover Dates" are the target dates on which the Trust will handover various Works Areas to Project Co with vacant possession having decommissioned in accordance with Schedule 37.
"Planning Approval"	Insertion of cross reference to Attachment 2.	Completion of gap.
"Procurement Legislation"	Amended to refer to "Directive 2004/18/EC and the Public Contracts Regulations 2006 (SI 2006/5) and any other Law".	Project specific amendment following review by shadow legal due diligence advisor.
"Project Co Party"	Definition amended to include the Advance Works Contractor and any tenant under an Underlease.	Project specific amendment to reflect the Advance Works and the Retail Lease.
"Protective Legislation"	Amended to refer to "Sections 70(1) and 70 (2) and Schedule 4 paragraphs 23(1) to (6) of the National Health Service Act 2006"	Legislative update.
"Quality Plans"	Cross reference amended to Part 8 of Schedule 8.	Typographical error.
"Relevant Service Transfer Date"	Definition amended to: "means the date on which Project Co (or its Service Providers) shall commence the provision of the Services in accordance with this Agreement".	Amended for consistency with Clause 30 drafting.
"Renewable Energy"	Insertion of definition (to be completed).	Drafting inserted to reflect inclusion of Renewable Energy. Please see definition of "Energy".
"Required Insurances"	Insertion of definition: "means the insurances that Project Co shall at its own cost procure, the details of which are set out in Part 1 and Part 2 of Schedule 21 (Insurance Requirements)".	Insertion of definition from Schedule 21.
"Retail Activities", "Retail Lease", "Retail Premises", "Underlease"	New definitions inserted.	Project specific amendments to cover the inclusion of the Project Co underwritten retail space in the Facilities.
"Rights"	Insertion of definition.	Project specific amendment to deal with a particular risk identified in the Certificate of Title.
"Section 106 Agreement"	Insertion of definition.	The Trust will enter into a Section 106 Agreement

Provision	Amendment	Project Specific Justification
		with the City Council of Bristol and South Gloucestershire Council prior to financial close.
"Senior Funders Agreement"	Insertion of definition: "has the meaning given in Schedule 23".	Definition agreed with shadow legal due diligence advisor. This defined term is used in the Project Agreement other than in Schedule 23.
"Service Equipment"	Insertion of definition: "has the meaning given in Schedule 13".	The "Service Equipment" comprises those items of equipment required by Project Co in order to provide the Services, e.g. maintenance equipment such as ladders etc.
"Services"	Amended to refer to all of the Services referred to in Appendix C of Schedule 18.	Amendment following review by shadow legal due diligence advisor.
"Site"	Definition amended to reference the construction and operational site plans, and excludes the Trust Retained Estate.	Amendments reflect the fact that the site will be handed over to Project Co in phases.
"Stamp Duty Land Tax"	Insertion of definition.	Defined term is used in Clause 14.6 (Retail Lease).
"Strategic Health Authority"	Amended to refer to "section 13 of the National Health Service Act 2006".	Legislative update.
"Target Access Date"	Insertion of definition: "means the date on which Project Co should give the Trust Beneficial Access to an Access Area as set out in the Programme and the Final Commissioning Programme".	See comments above under "Access Area".
"Third Party Shareholder"	Insertion of definition: "means Uberior Infrastructure Investments Limited (registered number [])".	Completion of gap. Definition used in Clause 50.9 (Change in Control).
"Title Deeds"	Deletion of "the certified copies of the title deeds to the Site which have been supplied to (and examined by) Project Co", and insertion of "the Certificate of Title of even date given by Bevan Brittan LLP to Project Co, the Contractor, the Service Provider and the Senior Funders, a copy of which is annexed at Attachment [6]".	The definition has been updated as the Trust's solicitors will be providing a Certificate of Title.
"Transfer Regulations"	Definition amended from the Transfer of Undertaking (Protection of Employment) Regulations 1981 (SI No. 1794), to the Transfer of Undertaking (Protection of Employment) Regulations 2006 (SI No.246).	Legislative update.
"Transferring Staff"	Insertion of definition: "has the meaning given in Clause 30.2".	Amended for consistency with Clause 30.
"Travel Plan"	Insertion of definition: "means the travel plan referred to at paragraph 5.1 of Schedule 8 Part 9".	Project specific amendment for consistency with the Works Stipulations (Schedule 8 Part 9).
"Trust Assets"	Definition amended to include the Historic Buildings	Project specific amendments to capture all of the

Provision	Amendment	Project Specific Justification
	and the Trust Retained Estate, Category B Equipment (following supply and installation by Project Co) and Category C, D and F Equipment which is supplied by the Trust.	Trust owned buildings and equipment.
"Trust Party"	Definition amended to include the PCT as a Trust Party for so long as they occupy facilities on the Site.	Project specific amendment.
"Trust Retained Estate"	Defined by reference to buildings shown edged blue on the construction and operational site plans.	Project specific amendment as the new Facilities are being constructed on an existing operational hospital site.
"Unavailability Event"	Insertion of definition: "has the meaning given in Schedule 18".	Consequential amendment as a result of the DH issued updates to the payment mechanism.
"Unilateral Notice"	Insertion of definition: "has the meaning given in the Land Registration Act 2002".	Definition used in Clause 14.6 (Retail Lease).
"Viability Statement"	Amended to refer to "the South West Strategic Health Authority".	Project specific reference to the South West Strategic Health Authority.
"Works"	Definition amended to include Project Co responsibilities for decommissioning, Advance Works, information technology infrastructure, and the installation of Service Equipment and Categories A1, A2, B, C and F Equipment.	Project specific amendments.
Part 2 paragraph 8	References to any Law are to be construed as references to that Law as from time to time amended or replaced, extended or consolidated, "save in respect of the Control of Asbestos Regulations 2006".	Project Co's risk and obligations in respect of Asbestos removal have been fixed by reference to the 2006 Regulations as agreed with the Trust's technical advisor.
Part 2 paragraph 15	Base Date references of April 2009 and February 2009 have been inserted.	Completion of gap.
Schedule 2 , Part 2 paragraph 1	"Certificate of Commencement" amended to "Certificate of Phase 1 Works Area 1 Commencement".	Phasing specific amendment.
Part 2 paragraph 8	Insertion of Certificate of Title.	Project specific amendment.
Schedule 3	Form of custody agreement between the Trust, Project Co, Security Trustee and Provider inserted.	The agreement envisages a third party (Provider) will hold safe custody of the financial model on behalf of the Trust and Project Co and the Security Trustee.
Schedule 4	The following positions have been nominated as Key Works Personnel: Project Director, Project Co General Manager, Commercial Director, Construction Director, Design Director, Architect (Lead), Services Designer, Structural Engineer, Equipment Manager,	Completion of gap.

Provision	Amendment	Project Specific Justification
	Shareholders representatives, Site Manager, Planning Manager, Healthcare Planner, Public Arts Advisor, Energy Committee Representative and Facilities Maintenance Director.	
Schedule 5	A disaster plan template specific to the Trust and the Southmead Hospital site has been inserted.	Completion of gap. Full disaster plan remains to be worked up prior to financial close.
Schedule 6, Paragraph 1.1	Insertion of definition of "Funding Agreement" as "has the meaning given in the Project Agreement".	Definition has been moved to Schedule 1 for clarity.
Paragraph 1.1	Definition of "Required Period" has been amended to refer to the Payment Commencement Date 1.	Phasing specific amendment.
Paragraph 1.1	Definition of "Senior Funders" has been deleted.	Definition is contained in Schedule 1.
Paragraph 1.1	Definition of "Step In Notice", "Project Co" has been replaced with "the Agent".	Amended for consistency as the Step In Notice is given by the Agent under paragraph 6 of the Funders' Direct Agreement.
Paragraph 7.1.4	Deletion of "and/or Warning Notices".	Project Co Event of Default refers only to Service Failure Points, not Warning Notices. Amendment agreed by shadow legal due diligence advisor.
Paragraphs 7.2.2(a) and (b)	Deletion of "relevant phase" and insertion of "Phase 1".	Phasing specific amendment.
Paragraphs 7.2.2(c) and 7.2.3	Renumbered to paragraph 7.2.2(b)(iv) and 7.2.2(c) respectively.	Typographical correction.
Paragraph 9.4.7	Deletion of "and/or Warning Notices". Deletion of "[unavailability]" and insertion of "any part of the Facilities being Unavailable".	Project Co Event of Default refers only to Service Failure Points, not Warning Notices. Amendment agreed by shadow legal due diligence advisor.
Paragraph 10.9	Insertion of reference to Paragraph 1 of Part 1 and Paragraph 1 of Part 2 of Schedule 21.	Completion of gap.
Paragraph 11.3	Amendment of "Financing Agreements" to "Funding Agreements".	Amended for consistency of terminology.
Paragraph 17.2	Amendment of "to the Trust" to "by the Trust".	Typographical correction.
Schedule 7	Retail Lease inserted.	The form of retail lease agreed by Carillion and reviewed by the shadow legal due diligence advisors has been inserted.
Schedule 8 Part 1	Summary of planning obligations for Project Co and the Trust under the outline planning permission (dated 18 September 2007) and under the Section 106 Agreement inserted.	Project specific information included.
Schedule 8 Part 2 and Schedule 22 Part 1 Paragraph 8.2.1	Drafting updated from the CDM Regulations 1994 to the CDM Regulations 2007, and consequential amendments.	Legislative update.

Provision	Amendment	Project Specific Justification
Schedule 8 Part 4	Project specific template for Project Co Proposals inserted.	Project specific document. Full document to be inserted prior to financial close.
Schedule 8 Part 5	Table of Reviewable Design Data inserted.	Completion of technical information.
Schedule 8 Part 6	Project specific Room Data Sheets inserted.	Project specific document.
Schedule 8 Part 7	Project specific thermal and energy efficiency procedure inserted, including the Trust's Energy Policy, Good Housekeeping Measures, Heated Volume Calculations and Energy Proportions.	Project specific document.
Schedule 8 Part 8	Quality Plans template inserted.	Project specific document. Full document to be inserted prior to financial close.
Schedule 8 Part 9	Work Stipulations inserted.	Project specific document.
Paragraph 1.2.3(a)	Deletion of "within [] Business Days of the date of this Agreement", and insertion of "within the period set out in column 3 of Table A below".	Project specific amendment, as different lead in times apply to various finishes.
Paragraph 1.2.3(b)	Amendment of second line to read: "The Trust's Representative shall following receipt of the Range of Finishes listed in Table A below notify Project Co of its selection within the Selection Period for each of the Finishes; and..." Table A heading "Normal lead time for supply" amended to "Procurement Lead In Time for Supply (expressed as a number of Business Days from the actual date that the supply of each item is required)."	The Selection Periods are set out in Table A. Amendment to add clarity.
Paragraph 1.3.1	Time period of 10 Business Days inserted.	Completion of gap.
Paragraph 1.4	Time period of 15 Business Days inserted.	Completion of gap.
Paragraph 3.4	Cross reference amended from paragraph 17.6.1 to 17.7.	Typographical error.
Paragraph 3.6.1	Cross reference amended from Part 9 to Part 8.	Typographical error.
Paragraph 4.4	Time period of 10 Business Days inserted.	Completion of gap.
Paragraph 5	Project Co to submit 3 copies of all Submitted Items "(in hard copy and/or disc format where appropriate)".	Completion of gap.
Appendix 1	Amended to require Drawings – Floor Plans to be in the scale of 1:200. Also required are mock ups, and Historic Building works timetables and plans.	Project specific amendment.
Appendix 2	After "Normal Working Hours" insertion of "and in recognition of the departmental hours given in the Trust's Construction Requirements" Project Co will carry out its Maintenance Works "in a manner not to	Amendment requested by Trust's technical advisor.

Provision	Amendment	Project Specific Justification
	conflict with the departmental hours shown above".	
Schedule 11 – Cover page of Service Provider’s Collateral Agreement	Name of second participant amended from "[Senior Funder]" to "[Security Trustee]". Footnote amended to explain that the doc has been drafted on the basis that the project is debt financed.	Project specific amendment following review by shadow legal due diligence advisor.
Schedule 11 – Parties	Second party amended to "[SECURITY TRUSTEE] (the "Security Trustee" acting as agent and trustee on behalf of the Senior Funders)".	Project specific amendment following review by shadow legal due diligence advisor.
Clause 1.1	"Novation Effective Date". Cross reference amended from paragraph 4.5.2 to 4.5.1(c).	Typographical error.
Clause 2.4.4(a)	Deleted.	Project specific amendment following review by shadow legal due diligence advisor.
Schedule 11 Clause 2.4.4(b) and (c)	Renumbered (a) and (b). Reference to "Senior Funder" amended to "Security Trustee".	Project specific amendment following review by shadow legal due diligence advisor.
Schedule 11 Clauses 3.1.1, 3.2.4, 3.2.5, 3.5, 4.1, 4.3, 4.5.1, 7.2.1	Reference to "Senior Funder" amended to "Security Trustee". Cross reference amended in Clauses 3.2.4(c) and (d) from Clause 4.5.3 and 4.5.2(b).	Project specific amendment following review by shadow legal due diligence advisor. Typographical error.
Schedule 11 Part I Clause 7.2.1	Insertion of "Senior" before "Funders".	Project specific amendment following review by shadow legal due diligence advisor.
Schedule 11 Part I Clause 7.2.2	"Commissioning End date" amended to read "Commissioning End Date".	Typographical error. "Commissioning End Date" is a defined term.
Schedule 11 Part I Clause 12.1, 12.2, 13	References to "Senior Funder" amended to "Security Trustee". References to "Funder" amended to "Senior Funder".	Project specific amendment following review by shadow legal due diligence advisor.
Schedule 11 Part I Execution Block	Reference to "Senior Funder" amended to "Security Trustee".	Project specific amendment following review by shadow legal due diligence advisor.
Schedule 11 Part II	Building Contractor's Collateral Agreement inserted.	The building contractor's collateral agreement is in a similar form to that for the service provider.
Schedule 12	Project specific outline commissioning programme inserted.	Project specific schedule.
Schedule 13	Project specific equipment drafting inserted.	Project specific schedule.
Schedule 15	The appointment has been amended to take into account the Advance Works.	Project specific amendment following review by shadow legal due diligence advisor. The drafting reflects the appointment of the

Provision	Amendment	Project Specific Justification
		Independent Tester to sign off the Advance Works. The appointment is then varied at financial close to incorporate the Independent Tester's responsibilities under the Project Agreement.
Schedule 18 Part A "Base Date"	Inserted 1 April 2009.	Completion of gap.
"FM Service"	Deleted.	Project specific amendment following review by shadow legal due diligence advisor.
"Performance Failure"	Deletion of "FM" before "Service".	Project specific amendment following review by shadow legal due diligence advisor.
"Use Parameter"	Insertion of data communications. Insertion of "and Appendix G to this Schedule 18" at the end of the definition.	Project specific amendments.
Part B Paragraph 1.1	The Service Payment is payable "from the relevant Payment Commencement Date". The Annual Service Payment is multiplied by "CF", a completion factor as set out in Appendix H.	Phasing specific amendments.
Paragraphs 1.2 and 1.3	Drafting amended to include a pro rata adjustment at each Payment Commencement Date.	Phasing specific amendments.
Part C Paragraphs 2.1.3 and 2.1.4	Month of February inserted.	Completion of gaps.
Paragraphs 4.1.1 and 4.2	Deletion of "FM" before "Service".	Project specific amendment/ consistency of drafting.
Paragraph 5.1.3	Amendment of "of" to "or".	Typographical error.
Paragraph 8.2.2	Insertion of "until" at the start of the paragraph.	Clarificatory amendment.
Part E Paragraph 2	Deletion of "[Fast Track]".	Project specific amendment, for consistency with Schedule 26.
Paragraph 4	Insertion of cross reference to paragraph 17.	Completion of gap.
Part G Paragraph 1.3	Insertion of "or Unavailability Events" after "Performance Failures".	Amended for consistency with Schedule 18.
Paragraph 1.5.1	Amendment of cross reference from Appendix C to B.	Typographical error.
Paragraphs 1.6 and 1.7	Deletion of "FM" before "Service".	Project specific amendment/consistency of drafting.
Parts H and I	Amended to include Trust Retained Estate and Renewable Energy.	Project specific amendments.
Appendix A	The Prescribed Health Function and Prescribed Operational Function is set out under "Activities" on the Room Data Sheets.	Completion of gap.
Appendix E	Deletion of "Not Used" and insertion of tables entitled	Please see above Clause 29.4.2 and 29.6.2.

Provision	Amendment	Project Specific Justification
	"Accrual of Service Points under Clause 29 of the Project Agreement in relation to each Service set out in Schedule 14 (Service Requirements)".	
Appendix G – Use Parameters	Use Parameters threshold table inserted.	Project specific amendments agreed between the Trust and the Trust's Technical Advisor.
Appendix H – Completion Factor	Table inserted setting out the completion factors for each Phase.	Please see above comments in relation to Clause 19.1A. Phasing specific amendment.
Schedule 20 Parties (4)	Insertion of "acting as agent and trustee on behalf of the Senior Funders".	Project specific amendment following review by shadow legal due diligence advisor.
Recital A	Insertion of description of the Project.	Completion of gap.
Clause 1 "Safeguard Documents"	Deletion of "[others?]" and insertion of "Custody Agreement".	Project specific, completion of gap.
Clauses 7.1, 7.2 and 7.3	Notice provisions inserted. Amended to refer to "South West Strategic Health Authority". Address amended to reflect change.	Drafting reflects notices provisions in the Project Agreement. Project specific information inserted.
Schedule 22 Part 1A "Ad Hoc Small Works"	Insertion of definition: "means works of an ad-hoc minor nature set out in the Schedule of Ad Hoc Small Works that are requested by the Trust to be carried out having an individual cost per item as identified in Appendix 2 of Schedule 22 (index linked) but excluding any operation or work which will increase the likelihood of the Facilities not complying with the requirements described in Part C of Schedule 18, will increase cost to Project Co of performing the Project operations or will materially hinder Project Co in the performance of the Services."	The "Ad Hoc Small Works" comprise commonly requested tasks such as putting up shelves or replacing keys. Project specific amendment.
"Directive"	Insertion of "and 2001/23/EC".	Update to legislation.
"Executive"	Deletion of 1994 and insertion of 2007.	Update to legislation.
"Schedule of Ad-Hoc Small Works"	Insertion of definition: "means the schedule of Ad-Hoc Small Works set out in Appendix 2 of Schedule 22".	Project specific amendment.
"Schedule of Small Works Rates"	Insertion of "means the following schedules: [insert reference to an existing industry pricing schedule e.g. SPONS or BMI Price Break] and to avoid doubt the above Schedules shall include the general directions set out in each schedule and the rates shall be as updated from time to time and published as the current relevant rates".	In accordance with the latest guidance the Small Works rates have been set by reference to an existing industry pricing schedule.
"Small Works"	Insertion after "works of minor nature", "other than Ad	Consequential amendments from inclusion of Ad Hoc

Provision	Amendment	Project Specific Justification
	Hoc Small Works and which". Individual cost value of £10,000 inserted, and insertion of "including but not limited to the small works set out in Appendix 4 of Schedule 22".	Small Works. Completion of gap.
"Trust Additional Works Confirmation"	Deletion of definition.	Definition is not used.
"Trust Additional Works Item"	Insertion of Ad Hoc Small Works in limb (a), and division of limb (b) into limbs (b) and (c).	Consequential amendment.
"Works Variation Delay Limit"	Insertion of time period of 3 months.	Completion of gap.
Part 1 , paragraph 2A Pre-Variation Enquiry Discussions	Insertion of new paragraph: "In the event the Trust is unable to provide the Variation Enquiry Information set out in paragraph 2.1 above without input from Project Co, the Trust may request Project Co's assistance at a pre-agreed rate."	Drafting is in accordance with latest guidance.
Paragraph 3.1.1	Insertion of "or such longer period as may be agreed by the parties".	Project Co may require more than 10 Business Days if the Variation Enquiry is complex.
Paragraphs 3.1.1(a), 3.1.2, 3.2 and 3.3	Amendment of "Trust" to "Trust's Representative".	Clarificatory amendment.
Paragraph 3.2.1(d)	Amendment to cross reference from paragraph 3.2 to 3.3.	Typographical error.
Paragraph 3.2.2(b)(ii)	Deletion of "in the construction contract" and insertion of "as set out in Appendix 1 (Variation Pricing Procedure)".	The valuation of variations is governed by Schedule 22.
Paragraphs 3.2.2(g) and 4.3.1(f)	"Non-Availability" deleted and replaced with "Unavailability".	Typographical error.
Paragraphs 4.3.1(b) and 7	Insertion of "as determined in accordance with the principles set out in Appendix 1 (Variation Pricing Procedure)".	The valuation of variations is set out in Appendix 1 of Schedule 22.
Paragraphs 4.3.1(e) and 4.3.1(f)	Amendment of cross references from paragraph 3.2.2(e) to 3.2, and 3.2.2(f) to 3.2.2(g) respectively.	Typographical error.
Paragraph 4.5	Amendment of cross reference from Clause 4.3 to Clause 4.3.2 of this Part.	Typographical error.
Paragraph 6.3	Insertion of Payment Commencement Date "1".	Phasing specific amendment.
Paragraph 8.1	Deletion of "£100,000 (index linked)" and insertion of "the threshold provided for in the Trust's standing order and/or standing financial instructions (as adopted by the Trust from time to time)".	Project specific amendment.
Paragraph 8.3	Insertion at the end of the paragraph: "provided	Where the Trust goes out to tender, Project Co

Provision	Amendment	Project Specific Justification
	always that where the Trust exercises its rights under this paragraph 8.3 and Project Co wishes to tender for such Trust Additional Works Item, then Project Co shall comply with the terms of the Trust's tender requirements and shall be relieved of its obligations under this Agreement".	should be on a level playing field with other bidders.
Paragraph 9.1	Insertion of reference to PCT Policies as well as Trust Policies.	Project specific amendment.
Part 3 , Paragraph 1	Insertion of "together with the Variation Pricing Procedure in Appendix 1 to this Schedule 22".	The payments for a Qualifying Variation are in part determined by the Variation Pricing Procedure.
Paragraph 2.2	Insertion of cross reference to Part B of Schedule 18.	Completion of gap.
Paragraph 2.4	Insertion of threshold of £250,000 capital cost of the Variation, or "£[25,000] in terms of the change to the Service Payment".	A Service Variation may not have a capital cost.
Part 4 , Paragraph 2	Deletion of "Not later than ... pursuant to the provisions of Clause 12". Insertion of "for any Small Works required during the relevant Contract Year". Insertion of "if and to the extent not included within the Schedule of Small Works rates". Specialist sub-contractor elements, as well as materials, will be charged at cost plus a margin of [REDACTED] %".	Small Works rates are set by reference to an industry standard pricing schedule. Clarificatory amendments.
Paragraph 4	Deletion of "In the event of failure ... in accordance with Schedule 26".	Consequential amendment (see above).
Paragraph 5	Insertion of new paragraph requiring a copy of the industry standard rates to be provided to the Trust.	Project specific amendment.
Part 5	New section inserted covering "Ad Hoc Small Works" up to the value of £10,000 (in aggregate) each Contract Year, to be carried out by Project Co.	Project specific amendment.
Appendix 1	Insertion of a Variation Pricing Procedure governing the valuation of variations.	Project specific amendment, as per DH guidance.
Appendix 2	Schedule of Ad Hoc Small Works inserted.	Project specific amendment.
Appendix 3	Not used.	Project specific amendment.
Appendix 4	Schedule of Small Works inserted.	Project specific amendment.
Schedule 23 Part A Paragraph 1.2.8	Paragraph numbering amended from (c) to 1.2.8.	Typographical error.
Part B Paragraph 3.7	Deletion of "Expert" and insertion of "Adjudicator" as defined in and pursuant to Schedule 26).	Consequential amendment to Schedule 26.
Paragraph 4.3.3	"rectification costs" has been amended to "Rectification Costs".	This term is defined in Part F of Schedule 23.

Provision	Amendment	Project Specific Justification
Part C Paragraph 1.2.7	Paragraph numbering amended from (g) to 1.2.7.	Typographical error.
Part E Paragraph 1.7	Cross references amended from 3 to 4, and 3.5 to 4.2.	Typographical error.
Part F "Adjusted Highest Compliant Tender Price"	"compliant tenders" amended to "Compliant Tenders".	This term is defined in Part F of Schedule 23.
"Deemed New Agreement"	Deletion of "Performance Points" and insertion of "Service Failure Points".	Typographical correction.
"Longstop Date"	Insertion of new definition: "means as applicable to the relevant Phase, the date in Clause 44.1.2 of the Project Agreement".	This is used as a defined term in Schedule 23.
"Market Value Availability Deduction Amount"	Deletion of "availability deduction" and insertion of "Deduction for Unavailability".	Amended for consistency with terms in Schedule 18.
"Maximum Service Payment"	Deletion of "the [indexation provisions]" and insertion of "paragraph 2.1 of Part B of Schedule 18".	Completion of indexation cross reference.
"New Agreement"	Deletion of "[and Warning Notices]".	Amended for consistency with terms in Schedule 18.
"Project IRR"	New definition inserted: "means the percentage set out in [insert cell reference] of the Financial Model".	This is used as a defined term in Schedule 23.
"Rectification Costs"	Amendment of "Actual Completion date" to "Phase 1 Actual Completion Date".	Project specific phasing amendment.
"Sub-Contractor Losses"	Deletion of "Construction" before "Contractor".	Contractor is used as a defined term.
Schedule 24 Paragraph 1.1.1	Deletion of "Facilities Maintenance Service" and insertion of "Services".	Project specific amendment following review by shadow legal due diligence advisor.
Paragraph 3.4.3	Deletion of "Facilities Service" and insertion of "Services".	Project specific amendment following review by shadow legal due diligence advisor.
Schedule 25 Part 2 Paragraph 8	Deletion of "Monitoring of Performance [or the Availability of the Facilities]", and insertion of "operation of the Payment Mechanism including the Unavailability of the Facilities and Performance Failures, which for the avoidance of doubt shall include the data produced by the Helpdesk Service for a minimum of 12 months".	Amended for consistency with terms in Schedule 18.
Paragraph 20	Deletion of reference to Schedule 30. Insertion of requirement for "TUPE and employment information (e.g age, sex, date of service commencement, job title and description, grade, contracted number of hours, rate of pay, national insurance number)."	Project specific amendment following review by shadow legal due diligence advisor.
Schedule 26	The DRP steps up from Liaison Committee, to Mediation, to Adjudication, to Arbitration.	Project specific amendment.
Schedule 29 , Paragraph	Insertion of reference to "any potential or proposed	Incorporation of latest HMT/SOPC4 guidance.

Provision	Amendment	Project Specific Justification
1	Refinancing under paragraph 9 of this Schedule 29".	
Paragraph 2	Insertion of Trust share of a Refinancing Gain of: 50% of up to £1 million Refinancing Gain; 60% of up to £3 million Refinancing Gain; and 70% of any other Refinancing Gain.	Incorporation of latest HMT/SOPC4 guidance. Consequential amendment in paragraph 3.
Paragraph 8	Insertion of new paragraph that Project Co shall notify the Trust of all Notifiable Financings, and include a provision in the Funding Agreements whereby it is entitled to be informed of any proposal which the Senior Lenders have to refinance the Funding Agreements.	As above.
Paragraph 9	Insertion of new paragraph relating to the Trust's right to request refinancing where it considers the funding terms generally available in the market are more favourable than those reflected in the Funding Agreements.	As above.
"Qualifying Institution"	Definition of Qualifying Institution inserted.	Completion of gap.
Schedule 34 Parties	Insertion of "Security" before "Trustee" and insertion of "acting as agent and trustee on behalf of the Senior Funders".	Project specific amendment following review by shadow legal due diligence advisor.
Schedule 35 Part 1	Table of Commercially Sensitive Information completed.	Completion of gap.
Part 2	Table of Commercially Sensitive Material completed.	Completion of gap.
Schedule 36	Table of Phases inserted.	Project specific amendment.
Schedule 37	Decommissioning and decant Trust and Project Co responsibilities have been set out.	Project specific amendment.
Schedule 38	Title Deeds will be included at Schedule 38.	Project specific amendment.

Bevan Brittan LLP
6 May 2009

Appendix J: Capital programme summary 2007/08 to 2016/17

	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	Total
	£m	£m	£m	£m	£m	£m	£m	£m	£m	£m	£m
Expenditure											
Pre-PFI enabling	7.9	15.3	7.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	31.0
Advanced enabling	0.0	0.0	21.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	21.0
Section 106 costs	0.0	0.0	0.0	0.0	0.9	0.9	0.9	0.0	0.0	0.0	2.6
Equipment under the scheme	0.0	0.0	0.0	0.0	0.0	0.0	4.1	0.0	0.0	0.0	4.1
Minor equipment and demolitions	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	8.0
Equipment to be removed from the PFI deal	0.0	0.0	0.0	1.1	0.0	0.0	1.8	0.0	0.0	0.0	2.9
Sub total PFI related	7.9	15.3	28.8	1.1	0.9	0.9	14.8	0.0	0.0	0.0	69.6
Other Expenditure:											
Pathology phase 1	6.8	11.7	4.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	22.9
Pathology phase 2	0.0	0.8	1.4	4.4	5.7	2.2	0.0	0.0	0.0	0.0	14.5
Academic phase 2	0.0	0.0	0.0	0.0	2.5	6.0	2.5	0.0	0.0	0.0	11.0
Corporate Offices	0.0	0.0	0.0	0.0	2.0	4.5	1.5	0.0	0.0	0.0	8.0
All other	18.2	20.1	20.0	15.5	11.9	11.2	5.2	11.8	12.1	11.1	137.2
Total other expenditure	25.0	32.6	25.8	20.0	22.1	23.9	9.2	11.8	12.1	11.1	193.6
Total expenditure	32.9	47.9	54.6	21.0	22.9	24.7	24.0	11.8	12.1	11.1	263.1
Funding											
PDC - enabling	6.8	16.0	16.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	38.9
PDC - other	11.0	16.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	27.1
Normal depreciation	15.1	15.8	15.6	15.1	15.7	16.2	16.9	17.6	18.1	18.3	164.5
Accelerated depreciation	0.0	0.0	0.6	7.1	7.7	7.8	7.9	0.0	0.0	0.0	31.1
Land receipts	0.0	0.0	0.0	0.8	0.0	1.5	0.0	29.0	0.0	0.0	31.3
Capital loan	0.0	0.0	13.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	13.0
working capital	0.0	0.0	5.4	-1.4	-1.5	0.0	0.0	-1.0	-1.0	-0.5	0.0
Donations and UoB contribution	0.0	0.0	3.9	0.0	2.0	0.0	0.0	0.0	0.0	0.0	5.9
Total Funding	32.9	47.9	54.6	21.6	23.9	25.5	24.8	45.6	17.1	17.8	311.8
Net surplus/(deficit)	0.0	0.0	0.0	0.5	1.0	0.8	0.9	33.8	5.0	6.7	48.6
Use of cash											
Repay capital investment loan	0.0	0.0	0.0	-0.5	-0.5	-0.5	-0.5	-10.9	0.0	0.0	-13.0
Est difference between cash & I&E PFI impact	0.0	0.0	0.0	0.0	0.0	0.0	-0.7	-8.8	-7.8	-7.2	-24.5
UP sculpting	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-0.6	-4.7	-5.3
Cash requirement	0.0	0.0	0.0	-0.5	-0.5	-0.5	-1.2	-19.7	-8.4	-11.9	-42.8
Cumulative cash balance	0.0	0.0	0.0	0.0	0.5	0.7	0.4	14.5	11.1	5.8	5.8

Note: £5.8m surplus by 2016/17 is needed for UP sculpting in 2017/18 and 2018/19