

PANEL AGREEMENT SCHEDULE 19: VARIATION FORM

Contract ref: CPD/004/120/007

Variation Form No: 05

BETWEEN:

Ministry of Housing, Communities and Local Government (MHCLG) ("the Authority")

and

Bryan Cave Leighton Paisner LLP ("the Supplier")

1. This Panel Agreement is varied as follows and shall take effect on the date signed by both Parties:

This amendment is to add additional funds to the contract to allow for "extra over" services under Annex B Specification of the original ITT Tasking Order to enable the provision of services in line with the agreed Scope of Works and any other works which may be required. Total Price of this contract is now £613,361.99 ex VAT.

This is made up of an original contract value of £207,228.00 ex VAT plus an additional £158,158.30 ex VAT for Contract Amendment 1.

Contract Amendment 02 added an additional £35,447.03 ex VAT.

Contract Amendment 03 added an additional £83,362 ex VAT to the contract split between 2 funding tranches. (Please note that the contract amendment 03 had a calculation error. The amendment stated that an additional £83,333 was added to the contract when £83,362 had been added to the Total Contract price to achieve £484,195.33.)

Contract Amendment 4 added a further £108,333.33 ex VAT.

This Contract Amendment 5 adds a further £20,833.33 ex VAT to this contract and extends the contract up until 30 July 2021 to allow for close out activities. Full details can be found below at Annex A.

2. Words and expressions in this Variation shall have the meanings given to them in the Panel Agreement.
3. The Panel Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **Authority**

Signature

Date 25/05/21

Name (in Capitals) REDACTED

Address

Signed by an authorised signatory to sign for and on behalf of the **Supplier**

Signature

Date 25/05/21

Name (in Capitals) REDACTED

Address



Annex A: Revised scope, Assumptions and key deliverables in respect of legal support provided by Bryan Cave Leighton Paisner LLP on the Affordable Homes Guarantee Scheme 2020

Term

Delete: **Expiry Date** Expiry date of Legal Services Contract Term: 31 March 2021

Insert: **Expiry Date** Expiry date of Legal Services Contract Term: 30 July 2021

Capped Price

Delete Total Price of this contract is £592,528.66 ex VAT

The initial scope of work as detailed in Section B of the Tasking Order has varied and therefore the Capped price as originally quoted of £207,228.00 is no longer applicable. (As per Section C - Pricing Schedule)

The daily and hourly rates as originally quoted remains unchanged.

Contract Amendment 1 added an additional, £158,158.30 ex VAT to the contract accordance with the revised scope in Annex 2 and Quote for Revised Scope.

Contract Amendment 2 adds a further additional, £35,447.03 ex VAT to the contract which may be called off for “extra over” services under Annex B Specification of the original ITT Tasking Order to enable the provision of services in line with the agreed Scope of Works and any other works which may be required.

Contract Amendment 3 added an additional £83,362 ex VAT to the contract split between 2 funding tranches:

Tranche 1 of funding for £66,666 ex VAT.

Tranche 2 of funding for a further £16,695 ex VAT. This will only be released if essential work is deemed necessary. For Tranche 2 funding to be utilised this must be requested by the Authorities Contract Manager in writing prior to the commencement of any works.

Contract Amendment 04 adds an additional £108,333.33 ex VAT to the contract.

It is the customer's (MHCLG) sole discretion to call on “extra over” advice based on the hourly rates of the pricing schedule if required.

The spend against the contract shall be closely monitored by both the Authority and the supplier. The supplier shall submit weekly spend reports to the Authority which will include predicted future spend as far as can be foreseen.

The contract will expire on the 31st March 2021.

Insert: Total Price of this contract is £613,361.99 ex VAT

The initial scope of work as detailed in Section B of the Tasking Order has varied and therefore the Capped price as originally quoted of £207,228.00 is no longer applicable. (As per Section C - Pricing Schedule)

The daily and hourly rates as originally quoted remains unchanged.

Contract Amendment 1 added an additional, £158,158.30 ex VAT to the contract accordance with the revised scope in Annex 2 and Quote for Revised Scope.

Contract Amendment 2 adds a further additional, £35,447.03 ex VAT to the contract which may be called off for “extra over” services under Annex B Specification of the original ITT Tasking Order to enable the provision of services in line with the agreed Scope of Works and any other works which may be required.

Contract Amendment 3 added an additional £83,362 ex VAT to the contract split between 2 funding tranches:

Tranche 1 of funding for £66,666 ex VAT.

Tranche 2 of funding for a further £16,695 ex VAT. This will only be released if essential work is deemed necessary. For Tranche 2 funding to be utilised this must be requested by the Authorities Contract Manager in writing prior to the commencement of any works.

Contract Amendment 04 added an additional £108,333.33 ex VAT to the contract.

This Contract Amendment 05 adds a further £20,833.33 ex VAT to this contract and extends the contract up until 30 June 2021 to allow for completion of the services.

It is the customer’s (MHCLG) sole discretion to call on “extra over” advice based on the hourly rates of the pricing schedule if required.

The spend against the contract shall be closely monitored by both the Authority and the supplier. The supplier shall submit weekly spend reports to the Authority which will include predicted future spend as far as can be foreseen.

The revisions are in light of changes to the procurement method and timetable set out in the main body of this contract made under Contract Amendment 01. Full details can be found below at Annex A.

The expiry date for services shall be 30 July 2021.

It is the customer’s (MHCLG) sole discretion to call on “extra over” advice based on the hourly rates of the pricing schedule if required.



The spend against the contract shall be closely monitored by both the Authority and the supplier. The supplier shall submit weekly spend reports to the Authority which will include predicted future spend as far as can be foreseen.

Annex 2- Revised Scope of Works

[Redacted]