

Dated

11th May

2015

Merseytravel

and

Blacc Consulting LLP

**Agreement for Secondment of
Team provide Programme Management
Support to deliver the LRC Growth Deal**

Louise Outram
Secretary
Merseytravel
No 1 Mann Island
Liverpool L3 1BP

Ref: LAD/CON-RSN11350(2)/DJ/SB

THIS AGREEMENT is made the 11th day of May 2015

BETWEEN

- (1) **MERSEYTRAVEL** a body corporate created by statute of No 1 Mann Island Liverpool L3 1BP (hereinafter called "Merseytravel") of the one part and
- (2) **BLACC CONSULTING LLP** a limited liability partnership (OC383177) of Cotton House Old Hall Street Liverpool L3 9TX (hereinafter called "the Consultants") of the other part

WHEREAS Merseytravel has requested the Consultants to undertake and perform the duties hereinafter mentioned which the Consultants have agreed to do by way of secondment of the staff detailed within the Consultant Proposal attached as Appendix 2 ("the Secondees") upon and subject to the following terms and conditions:-

NOW IT IS HEREBY AGREED as follows:-

1. **Secondment**

- 1.1 The Consultants shall make available the services of the Secondees to work at Merseytravel's offices at No 1 Mann Island Liverpool L3 1BP (or such other location on Merseyside as is specified by Merseytravel) from 6 May 2015 up to 9 October 2015 or 22 weeks unless terminated earlier under Clause 17 hereof ("the Contract Period") to provide the services detailed in Appendix 1 attached hereto ("the Services") in accordance with the terms of this agreement.
- 1.2 Merseytravel hereby warrants that they shall not directly approach any of the Secondees with an offer of employment or induce the Secondees to leave employment with the Consultant.

- 1.3 Merseytravel shall have no liability to the Consultant for any of the
Secondees contacting Merseytravel in response to an advertised
vacancy provided there is no direct solicitation by Merseytravel.

2. **Services**

- 2.1 The Consultant shall procure that the Secondees shall during the
secondment:

2.1.1 unless prevented by incapacity or use of holiday entitlement,
devote the whole of the agreed working time detailed within
Appendix 2 to Merseytravel, along with their attention and abilities
to the Services;

2.1.2 has the skills and relevant experience to perform the Services;

2.1.3 faithfully and diligently serve Merseytravel and use their best
endeavours to promote, protect, develop and extend
Merseytravel's business;

2.1.4 not enter into any arrangement on behalf of Merseytravel which is
outside the normal course of business or their normal duties or
which contains unusual or onerous terms; and

2.1.5 promptly make such reports on any matters concerning the affairs
of Merseytravel and at such times as are reasonably required.

- 2.2 Unless specifically authorised to do so by Merseytravel in writing, neither
the Secondees nor the Consultant shall have any authority to incur any
expenditure in the name of or for the account of the Merseytravel or hold
itself out as having authority to bind Merseytravel.

3. **Management of Services**

- 3.1 The Seconddees shall report to the Senior Head of Service (unless otherwise agreed) of Merseytravel in respect of the Services and shall work the hours required by Merseytravel.
- 3.2 The Consultant shall continue to deal with any employment issues concerning the Seconddees during the Contract Period, where relevant following consultation with the Merseytravel.
- 3.3 The Seconddees shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with their employment with the Consultant, and shall remain subject to the Consultant's approval and notification procedures.
- 3.4 The Consultant shall notify Merseytravel if any of the Seconddees are or shall be absent from work for any reason as soon as reasonably practicable.
- 3.5 The Consultant shall consult with Merseytravel before approving any holiday request made by the Seconddees and notify Merseytravel of any dates on which the Seconddees shall take holiday.
- 3.6 Merseytravel shall have day-to-day control of the Seconddees activities but as soon as reasonably practicable shall refer any employment issue concerning the Seconddees that come to its attention to the Consultant.
- 3.7 Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Contract Period relating to the Seconddees their employment or the provision of the Service.

3.8 The Consultant shall use its best endeavours to procure that the Seconddees shall notify Merseytravel if the Seconddees identify any actual or potential conflict of interest between the Consultant and Merseytravel during the Contract Period.

3.9 Merseytravel shall be entitled to request the Consultant to withdraw any of the Seconddees from providing the Service if Merseytravel believes the Seconddees concerned are not exercising such reasonable skill care and diligence in the provision of the Service or are not devoting such of their time and attention and abilities to the Service as shall be deemed necessary by Merseytravel.

4. Payment

4.1 The fee for the secondment of the Seconddees shall be as detailed within Appendix 2 (subject to increase following release of Retail Price Index (RPI) for 1 April 2015 and any arrears to be paid once RPI confirmed) which shall be inclusive of all costs incurred in the provision of the Services.

4.2 Merseytravel shall pay any reasonable travel accommodation or subsistence expenses properly and necessarily incurred by the Consultant in the provision of the Service subject the production of receipts or other appropriate evidence of payment For the avoidance of doubt Merseytravel shall not reimburse any costs incurred by the Consultant in the purchase and/or consumption of alcoholic beverage and all rail travel shall be payable on standard rate travel only.

4.3 The Consultants shall submit invoices to Merseytravel monthly in arrears in respect of the provision of the Services detailing the Services provided.

4.4 Merseytravel shall pay all invoices submitted in accordance with Clause 4.3 within 14 days of receipt thereof provided that Merseytravel is satisfied with the accuracy of the invoice and that the Services have been performed by the Secondees to the satisfaction of Merseytravel.

4.5 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Consultants the same may be deducted from any sum then due or which at any time thereafter may become due to the Consultants under this Agreement or any other agreement with Merseytravel.

4.6 Exercise by Merseytravel of its rights under 4.5 hereof shall be without prejudice to any other rights or remedies available to Merseytravel under this Agreement.

4.7 The Consultants shall be responsible for all National Insurance contributions and taxation in respect of the employment of the Secondees and the Secondees shall not under any circumstances become employees of Merseytravel at any time during the provision of the Services under this Agreement.

5. **Variations**

5.1 In the event that Merseytravel shall require any reasonable alteration or addition to or omission from the Services or any part thereof (hereinafter referred to as "a Variation") the Consultants shall state in writing the effect such Variation will have on the Services and what

adjustment if any will be required to the payment terms The Consultants shall furnish such details within 14 days of receipt of Merseytravel's written request or such other period as may be agreed.

5.2 A Variation under Sub-Clause 5.1 hereof shall not invalidate this Agreement but if such Variation involves an increase or decrease in the cost to the Consultants of providing the Services an adjustment to the payment terms shall be made with effect from the date of implementation of the Variation The Consultants shall satisfy Merseytravel as to the reasonableness of the extra costs or savings resulting from a Variation under this Clause.

5.3 The Consultants shall not vary the Services in any respect unless instructed in writing to do so by Merseytravel.

6. **Implementation of Proposals**

If Merseytravel shall decide to proceed with any proposal as a result of the Consultants' work under this Agreement Merseytravel shall not be under any obligation whatsoever to invite the Consultants to undertake the planning or implementation of the said proposal.

7. **Assignment**

The Consultants shall not without the prior written consent of Merseytravel sub-let the provision of the Services or any part thereof or make any sub-contract with any person or persons for the provision of the Services.

8. **Confidentiality**

The Consultants and the Secondedees shall keep confidential all information of Merseytravel obtained under or in connection with this Agreement and shall not

divulge the same to any third party without the prior written consent of the other party.

9. **Freedom of Information**

The Consultant acknowledges that Merseytravel is subject to the provisions of the Freedom of Information Act 2000 and that any information provided by the Consultant to Merseytravel under this Agreement may need to be disclosed to third parties under the provisions of such legislation (and/or any accompanying codes of practice issued under the Freedom of Information Act 2000).

10. **Statutory and Other Regulations**

10.1 The Consultants and the Secondedees shall in all matters arising in the provision of the Services conform with all Acts of Parliament and with all orders regulations bye-laws and EU Directives that shall be applicable to the provision of the Services. The Consultants and the Secondedees shall also observe any rules applicable to the premises of Merseytravel.

10.2 During the provision of the Services the Consultants and the Secondedees shall not in any manner endanger the safety or unlawfully interfere with the convenience of the public.

10.3 In the event that either party incurs costs to which it would not otherwise be liable due to the other party's failure to comply with any law or any order regulations bye-law or EU Directive having the force of law the amount of such costs shall be reimbursed by the other party.

11. **Headings**

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

12. **Entire Agreement**

It is hereby agreed that the terms of this Agreement represent the entire agreement between the parties and this Agreement supersedes any prior agreement between the parties in relation to this matter whether written or oral and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either of the parties.

13. **Severability**

If any provision of this Agreement is or become illegal void or invalid that shall not affect the legality and validity of the other provisions of this Agreement.

14. **Indemnity and Insurance**

14.1 The Consultants shall indemnify and keep indemnified Merseytravel against injury (including death) to any persons including third parties or loss of or damage to any property data and/or information which may arise out of the Consultants or Seconddees negligent act or omission in consequence of the obligations placed on them under this Agreement and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto.

14.2 Without thereby limiting their responsibilities under Sub-Clause 14.1 the Consultants shall insure with a reputable insurance company against all loss of or damage to property data and/or information and injury to persons including third parties (including death) arising out of or in consequence of the Seconddees or their obligations under this Agreement and against all actions claims demands proceedings

damages costs charges and expenses whatsoever in respect thereof or in relation thereto.

14.3 The liability of the Consultants under Sub-Clause 14.1 hereof (except in respect of injury including death to a person due to negligence for which no limit applies) shall not exceed) in the aggregate.

14.4 The Consultants shall take out and maintain throughout the Contract Period and for a period of six years from the expiration of the Contract Period proper insurance cover to cover its liabilities under this Clause including without limitation to professional indemnity insurance in respect of the Consultants business with a minimum cover of

14.5 The Consultants shall prior to the Contract Period and upon request by Merseytravel provide documentary evidence of the insurance cover required under this Clause.

14.6 If the Consultants shall at any time fail to take out or maintain the insurance cover required under Sub-Clauses 14.2 and 14.4 hereof Merseytravel may take out and maintain adequate insurance cover in the Consultants name and Merseytravel shall be entitled to deduct any costs and expenses incurred in doing so from any sums due to the Consultants under this Agreement.

14.7 Merseytravel shall not be liable to the Consultants for loss of or damage to the Consultants property unless due to the negligence of Merseytravel

14.7 Merseytravel shall not be liable to the Consultants for consequential loss or damage including but not limited to loss of use profits or contracts.

15. **Copyright**

15.1 Merseytravel shall be entitled to the copyright of all data documents and other material produced for the purposes of this Agreement by the Seconddees or the Consultants.

15.2 The Consultants shall not use any such data documents or material as are referred to in Sub-Clause 15.1 hereof for any purpose other than this Agreement permits without the prior written consent of Merseytravel.

16. **Waiver**

No delay neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

17. **Termination**

17.1 In addition and without prejudice to Sub-Clauses 17.2 17.3 and 17.4 below Merseytravel shall be entitled to terminate this Agreement upon one weeks notice in writing Merseytravel shall only be liable to the Consultants for their fees up to the date of notice.

17.2 Merseytravel may terminate this Agreement forthwith on written notice if the Consultants fails to observe or perform any of the conditions on its part to be observed and performed and in the event of a failure capable of being remedied fails to remedy the breach within 14 days of

receipt of notice thereof in writing Merseytravel shall not be liable for any expenses incurred by the Consultants after the period of the notice has expired.

17.3 Merseytravel may terminate this Agreement forthwith on written notice if the Consultants shall become insolvent or bankrupt or make an arrangement with their creditors to go into liquidation whether compulsory or voluntary (except liquidation for the purpose of reconstruction) Merseytravel shall not be liable for any expenses incurred by the Consultants after receipt of the notice by the Consultants.

17.4 Merseytravel shall be entitled to terminate this Agreement forthwith on written notice and recover from the Consultants the amount of any loss resulting from such termination if the Consultants shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of this Agreement or any other Agreement with Merseytravel or the showing or forbearing to show favour or disfavour to any person in relation to this Agreement or if the like acts shall have been done by any person employed by them or acting on their behalf (whether with or without the knowledge of the Consultants) or if in relation to any agreement with Merseytravel the Consultants or any person employed by them or acting on their behalf shall have committed an offence under the Prevention of Corruption Acts 1889-1916 or any statutory modification or re-enactment thereof for the time being in force or shall

have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972 or any statutory modifications or re-enactments thereof for the time being in force.

17.5 If Merseytravel terminates this Agreement under Sub-Clauses 17.2 17.3 or 17.4 hereof then Merseytravel may re-let this Agreement or any part thereof under the same or such other conditions as Merseytravel may think fit or may enter into a new agreement with other consultants for the provision of the Service. The Consultants shall be liable for and shall pay and make good to Merseytravel and all other persons or parties legally entitled thereto all losses damages costs charges and expenses they or any of them may incur or be put to or be liable for by reasons or in consequence of such re-letting as aforesaid and shall indemnify and save harmless Merseytravel and any other person or parties as aforesaid from and against all actions suits claims and demands whatsoever by reason or on account thereof or Merseytravel may deduct and retain or pay over to such other persons or parties entitled as aforesaid the amount of such losses damages costs charges or expenses out of any amounts in the hands of Merseytravel due or accruing due to the Consultants but in the event of there being no sum due from Merseytravel to the Consultants then such losses damages costs charges and expenses shall be recoverable by Merseytravel from the Consultants.

17.6 Upon completion or termination of this Agreement the Consultants and the Secondedees shall immediately deliver to Merseytravel all files (including computer files) documentation correspondence

specifications paper reports and any property relating to the Service or belonging to Merseytravel which may be in their possession or under their control during the provision of the Service.

17.7 Termination of this Agreement shall not prejudice any rights or obligations of either party which shall have accrued or become due prior to the date of termination.

17.8 Notwithstanding anything contained elsewhere in this Agreement the provisions of Clauses 8 14 and 15 shall survive the expiry or termination of this Agreement howsoever caused and shall continue thereafter in full force and effect.

18. **Third Party Rights**

For the purposes of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of this Agreement to be enforced by any third party but any third party right that exists or is available independently of that Act is preserved.

19. **Notices**

19.1 Any notice to the Consultants hereunder shall be deemed to have been given if the same has been posted to the Consultants at the Consultants' last known address or such other address as the Consultants may from time to time designate in writing for that purpose.

19.2 Any notice to Merseytravel hereunder shall be deemed to have been given if the same has been posted to Merseytravel at No 1 Mann Island Liverpool L3 1BP or such other address as Merseytravel may from time to time designate for that purpose.

19.3 Any notice to be given hereunder shall be sent by prepaid recorded delivery or registered post and shall be deemed to have been received by the addressee within 72 hours of posting.

20. **Dispute Resolution**

If any dispute arises under the Agreement then both parties shall endeavour to resolve the issue amicably. However in the event of failure to do so within a reasonable time then either party may refer the matter to mediation as a means of resolving the dispute. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the dispute under Clause 23 below.

21. **Force Majeure**

21.1 Subject to Sub-Clause 21.3 hereof the Consultant shall have no liability for a consequence of any of the following events if that event and consequence was neither preventable nor foreseeable:-

21.1.1 a flood storm or other natural event or

21.1.2 any war hostilities revolution riot or civil disorder or

21.1.3 the introduction of or any amendment to a law or regulation or any change in its interpretation or application by any authority or

21.1.4 any action taken by a governmental or public authority or an agency of the European Union including any failure or delay to grant a consent exemption or clearance or

21.1.5 any strike lockout or other industrial action or

21.2 For this purpose an event or the consequence of an event was neither preventable nor foreseeable if and only if the Consultant could not have prevented it by taking steps which it could reasonably be

expected to have taken and the Consultant could not as at the Commencement Date have reasonably been expected to take the risk of it into account by providing for it in this Agreement by insurance or otherwise.

21.3 Sub-Clause 22.1 does not apply unless the Consultant

21.3.1 notifies Merseytravel of the relevant event and consequence as soon as possible after it occurs.

21.3.2 promptly provides Merseytravel with any further information which Merseytravel requests about the event (or its causes) or the consequence; and

21.3.3 promptly takes any steps (except steps involving significant additional costs) which Merseytravel reasonably requires in order to reduce the Merseytravel's losses or risk of losses.

21.4 It is for the Consultant to show that a matter is a consequence of an event covered by Sub-Clause 21.1 that the event and the consequence were neither preventable nor foreseeable and that it has satisfied the conditions set out in Sub-Clause 21.3.

22. **Confidential Reporting Code (Whistle-blowing)**

Merseytravel is committed to the highest possible standards of openness probity and accountability In line with that commitment Merseytravel expects its employees contractors and others that it deal with who have serious concerns about any aspect of the Merseytravel's work to come forward and voice those concerns It is recognised that most cases will have to proceed on a confidential basis For this reason Merseytravel has a Local Confidential Reporting Code to encourage and enable employees contractors and others

working for or with Merseytravel to raise serious concerns within Merseytravel rather than overlooking a problem or "blowing the whistle" outside Details of the code are available on the Merseytravel's web-site (www.merseytravel.gov.uk).

23. **Law**

This Agreement shall be subject to and construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

AGREED and **ACCEPTED** for and on
for and on behalf of
MERSEYTRAVEL

.....*Louise Outram*..... Signed

.....*LOUISE OUTRAM*..... Name

Secretary to Merseytravel

AGREED and **ACCEPTED**
for and on behalf of
BLACC CONSULTING LLP

..... Signed

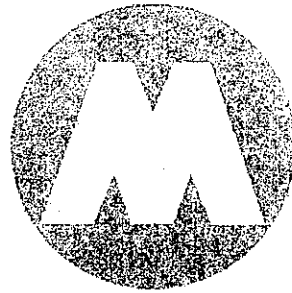
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Appendix 1

Specification



Merseytravel

Specification

**9TGG-6BSTV1: Programme management
Support to deliver the LRC**

May 2013

Scope

Merseytravel is seeking through a secondment arrangement to procure the services of a number of individuals who can assist in the formulation and delivery of a Programme management Office to undertake the roll out of suitably designed Assurance Framework to oversee the implementation of the Liverpool City Region Growth Deal, for which Merseytravel is the accountable body. In parallel to delivering the Growth Deal Merseytravel has a requirement to implement a best practice Programme approach to the work that it undertakes directly as a Delivery Authority.

The Programme Office should be capable of providing the senior management of Merseytravel with a thorough understanding of the progress of its programmes, what the issues and risks are to delivery and capturing adequately the benefits and business change outputs that large programmes require.

It is anticipated that the secondment will run for a number of months, but is likely to be less than 6 in total at the end of which the operating PMO, which will include the Programme approach developed for the Growth Deal projects, will be handed over to existing Merseytravel (and other Districts within the LCR) staff to operate on a continued basis.

It is likely that the secondment will be broken down into four distinct phases

Phase 1 – Strategy and Baseline

Phase 2 – Design and set up

Phase 3 – Operate

Phase 4 – Transfer.

Phase 1

Expected outputs for Phase 1 are to include (but not be limited to) the following

- Create and establish a common language and standards for the delivery of projects that relate to a number of different areas and ultimately create the “single source of the truth”. That common language will initially relate to the development of amongst other things;
 - Master Schedules;
 - Benefits & Business Case;
 - Stakeholder Management;
 - Change Management;
 - Risk and Assurance Management;
 - Performance Management and Reporting; and
 - Knowledge Management.
- Establishing adequate Gateway principles and mechanisms for the suitable progress of projects /programmes in a controlled manner
- Outlining and developing appropriate Programme and Project management processes to fit in with Gateway Criteria – e.g. Project Execution Plans and Initiation documentation

Phase 2

Following the establishment of a common approach outlined above more specific deliverables will be required during Phase 2 including the delivery of

- Integrated Master Schedules
- Project Health Checks
- Programme Management Plans for existing programmes
- Status reporting guidance and templates
- Risk and Issue population including QRA analysis as required
- Roll out of technology platform
- Change Logs and Change regime
- Lessons learned logs and knowledge databases

Phase 3

As Phase 2 completes and the PMO moves into a more operational phase it is anticipated that at the end of Phase 3 will be noted by

- Steady state reporting
- Ongoing risk and issue management
- Common approach to management is normalised

Phase 4

The final phase of the commission will involve handing over the PMO and its operation to existing staff and should deliver the following outputs across both the Merseytravel PMO and the Growth Deal PMO;

- Recruitment programme completed
- Training as required is completed
- Knowledge management approach is normalized
- Future monitoring regime to be put in place

The evaluation criteria will cover the following areas:

1. Track record of the individuals and organisation
2. Availability to undertake the commission
3. Price
4. Delivery timescales –programme of activity
5. Anything other information considered would support proposed work stream.

Appendix 2

Proposal

blacc

delivering your pmo.....

Executive Summary

First of all may I take this opportunity to thank you for allowing blacc consulting to make this proposal for the introduction of a Programme Management Office and an appropriate delivery mechanism connected with the Programme Management of the Growth Deal activity.

This proposal will establish the framework for this secondment and will cover

- Our approach
- How our team will operate and organise within your existing structure
- The team that we believe you will require
- The costs for the team

I trust you will enjoy reading this proposal and that we have captured effectively what we can do to support best practice in your organisation and that we will together leave a legacy behind for the delivery of future change agendas.

on behalf of

blacc consulting llp

**a different kind of team with a
different kind of approach....**

Introduction

Based upon what we understand are the immediate requirements of Merseytravel we have undertaken a preliminary exercise to attempt to demonstrate how we as a team will organise the delivery of the overall PMO element of the commission

will lead alongside on the delivery of the Growth Deal activity, we note that the activity of the Growth Deal will be different but intrinsically linked to that of the PMO and as such the implementation of the Growth Deal activity will need further specific "responsibility" allocation as the scope of the Secondment unfolds, however we have demonstrated our understanding of your requirements for the Growth Deal at pages 11 and 12.

The matrix below outlines how we see the team in the PMO function operating. Whilst we are not fond of stating our assumptions as a general rule we have assumed that in order to be successful we cannot undertake this exercise without the parallel activity of existing staff and teams within Merseytravel across all levels of the organisation as we may be embarking on a potentially challenging journey, and we all (ourselves included) must be prepared to rethink what we are doing and how we are doing it.

Responsible Person working on activity				
Phase 1 - Strategy and Baseline				
Development of Master Schedules			✓	
Benefits & Business Case	✓			
Stakeholder Management Plan	✓			
Change Management Process		✓		
Risk and Assurance management	✓	✓		
Performance Management			✓	
Knowledge Management	✓	✓		
Gateway controls	✓	✓		
Programme Production			✓	
Project Management Process (PEP)		✓		
Initiation Documentation		✓		
Phase 2 - Design and Set Up				
Detailed / Integrated Master Schedules			✓	
Project Health Check / appraisals	✓	✓	✓	
Programme Management Plans	✓	✓	✓	
Status reporting guidance and templates		✓		
Risks & Issues log & QRA Analysis		✓		
Roll out technology platform	✓	✓	✓	
Change control logs / regime embedment		✓		
Lesson learnt logs / feedback mechanism		✓		
Phase 3 - Operate				
Steady State reporting	✓	✓		
Ongoing risks and issues management & reporting		✓		
Normalising management systems and approach	✓	✓	✓	✓
Develop recruitment plan				✓
Team build	✓	✓	✓	✓
Develop Training modules / plan				✓
Phase 4 - Transfer				
Complete Recruitment Plan - embed roles	✓	✓	✓	✓
Deliver training Plan / modules				✓
Normalise knowledge management / coaching	✓	✓	✓	✓
Instigate management 'day clinics'		✓		
Team monitoring	✓	✓	✓	✓
Report on progress / performance	✓	✓	✓	✓

our responsibilities....

"Please provide an outline regarding your organisation's proposed approach and ability to undertake this type of commission?"

Merseytravel has a Programme Office, which is responsible for managing its capital programme prioritisation process. Officers within the organisation that are promoting any capital expenditure currently support this process.

In addition to this responsibility Merseytravel is to take a more active role in the delivery of the development and economic development agenda for the Merseyside Combined Authority by becoming the Accountable Body for the Growth Deal that has been awarded by Central Government. This brings with it an emerging need to strengthen the governance approach that will manage future programmes of activity.

The Blacc proposal to Merseytravel is set out in detail on the subsequent pages but in summary consists of the following elements;

- Firstly it combines the development of a first class Programme Management Office for Merseytravel which will;
 - Focus initially on the transport elements but with the ability to be scaled up to cover the full programme, including employment and skills, strategic housing, economic development and growth.
 - Identify the structure and processes necessary to develop a prioritised pipeline of future schemes with outline business case development as a key element.
 - Consider specifically the programme and project management capability and resource requirements to support delivery of the Merseytravel specific elements of the programme
 - Identify necessary resource requirements from a programme and project delivery perspective, including how options on resource from across the Liverpool City Region can be used to ensure delivery and any key gaps that exist.
- Secondly it will establish the governance structure and processes that will be applied to the funds available to the Combined Authority under the Growth Deal to manage and deliver the region's priorities;
 - Identifying a prioritised list of investments within the available budget, and keeping this under review
 - Enabling decisions on individual scheme approval, investment decision making and release of funding, including scrutiny of individual scheme business cases
 - Monitoring progress of scheme delivery and spend
 - Actively managing the devolved budget and programme to respond to changed circumstances
 - Responsibility for ensuring value for money is achieved within the available budget
 - Post scheme implementation monitoring and reporting on outcomes/outputs with reference back to original business cases.

our approach....

- Thirdly we will, for a period of 6 months commit a small team of senior, individuals, experienced in all aspects of the Merseytravel brief and the landscape within which it operates, to establish the PMO and the programme approach for the Growth Deal.

The hand picked team we have assembled, and shown at the rear of this document, to deliver this commission has a wealth of experience in delivering complex agendas that is second to none. We have worked individually and together in many different combinations from Public sector Regeneration led activity to Transport schemes to Major Sporting Events, Retail, Housing, Finance sector and complex IT programmes.

We know that the individuals have strength in depth and an approach that will fit with your needs, we will not arrive with a "ready-made" solution, we will listen and observe and deliver what is right for you together.

The wider team at blacc has come together to establish a new way of doing things, we all believe in delivering projects and delivering them well. We want to help you and we want all of our members to benefit personally by being involved in some great work and be rewarded to the maximum – what is yours is yours.

This model, predicated on the sharing or meshing of talents, goods and services is enabled by technology that makes connections between people, goods and services more efficient, resulting in new communities, organizations and business models for the public and private sector.

The Sharing economy business model that we are embracing emerges from some of our oldest instincts as humans -- cooperation, sharing, generosity, individual choice and flexibility. These are **our** core values.

The next section of this proposition deals with the detail of our methodology. Our approach to programme management in this proposal recognises the distinctions between the existing (and future) Merseytravel programme and the wider growth programme and seeks to ensure that the overarching management system introduced will both recognise those distinctions and introduce a set of common practices and processes.

our approach....

"Please provide a programme and detailed methodology of activities evidencing how work stream will be delivered and timescale for deliverables?"

In this section we explain our methodology for delivering the Programme Management Office and also the Programme for the Growth Deal. We will manage them as two separate but closely linked tasks. Each will be progressed by separate teams, with those teams working together so that the end product is;

- A functioning first class PMO
- A Growth Deal programme that recognises the distinctions between the transport programme and the wider growth programme and seeks to ensure that the overarching management system introduced will both recognise those distinctions and introduce a set of common practices and processes.

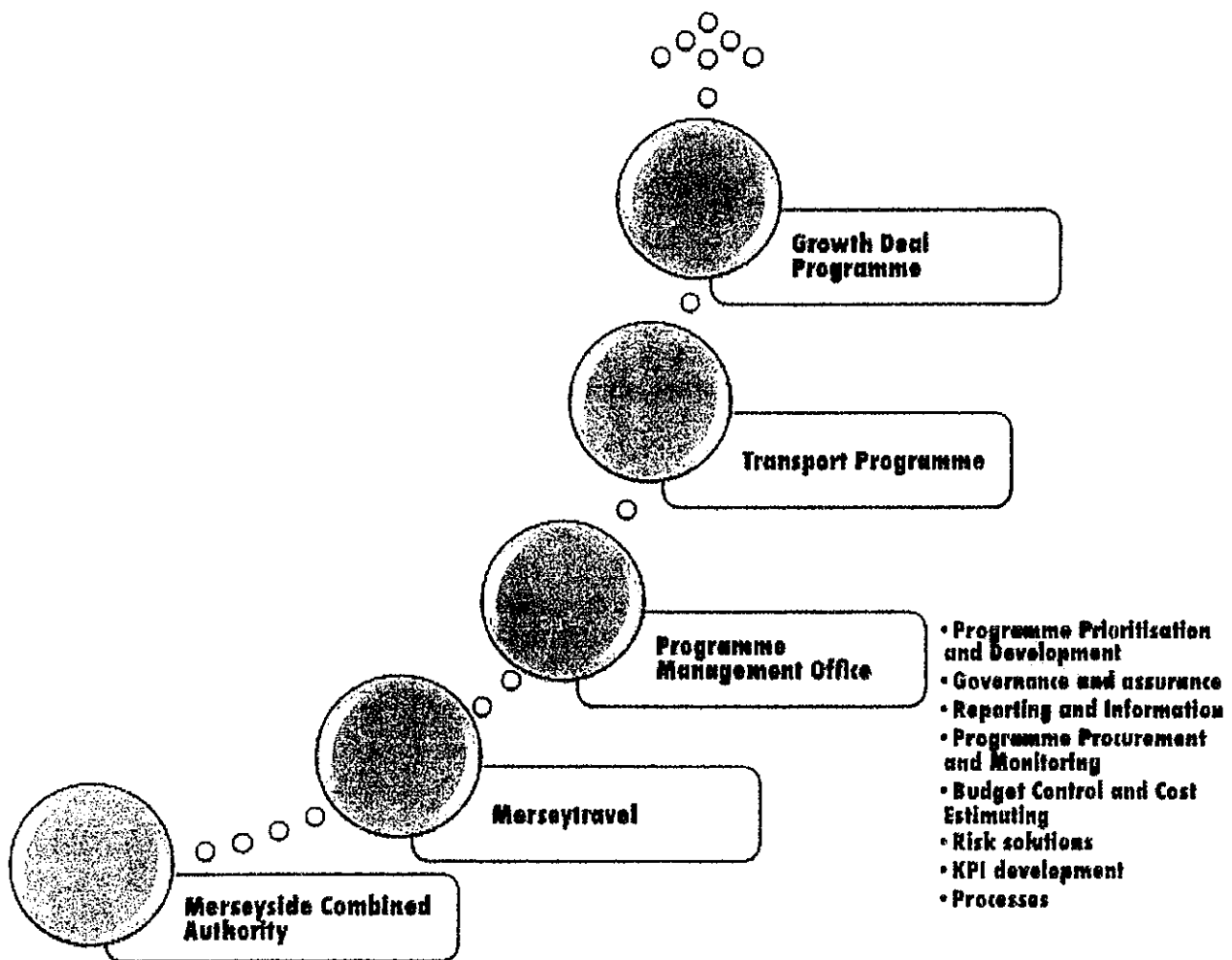


Fig 1 – The PMO Excellence Journey

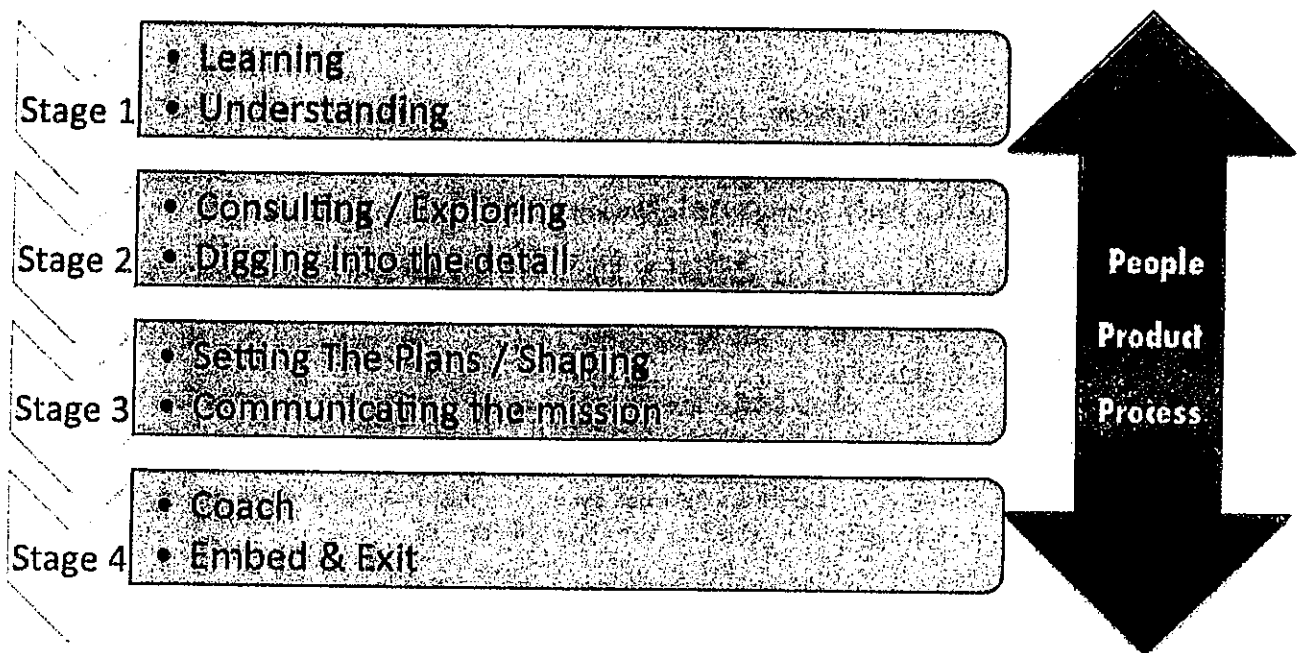
our methodology....

Developing the Programme Management Office

For the purposes of this submission we have defined a first class PMO and would anticipate that;

- It will be SMART - having well defined and achievable objectives
- It will be based on a set of principles and processes that deliver responsibility, robust governance and provide management oversight to the transport programme
- It will be viewed and acknowledged by all as supporting the Merseytravel business and its strategy and programmes
- It will be based on and use established methodologies and a framework for project management
- It will be designed with commercial rigour, presented in the context of demonstrating its value to the business and using KPIs be measurable to prove real benefits
- It will have an outward focus on the needs of the business not just an inward focus on process
- It will practice exceptional relationship management, covering executive sponsorship and project management.

Developing the PMO The 4 Stage Plan



our methodology....

Developing the PMO

Stage 1 – Listen, Learn, and Observe

It is critically important that the work commences in the right way and that our team meet and evaluate the team(s), understand the range of roles and responsibilities and build a rapport with all key personnel. We will do this in the first month of the commission following an initial workshop with the Merseytravel leadership team. [redacted] has already commenced some of this work and that will enable us to "hit the ground running".

Stage 1 is anticipated to be 4 weeks work and will comprise the following activities;

- Meeting and evaluating the Merseytravel team, understanding roles and building a rapport
- Defining the new roles, the key tasks and priorities of the PMO
- Defining key business deliverables for 2015 and defining the delivery programme
- Understand the budget and any financial constraints
- Understanding business expectations and the key objectives of the PMO team
- Getting to know the Merseytravel organisation, its culture and how it works
- Getting to know the group hierarchy – who's who and who does what.
- Meeting with key stakeholders and internal customers and understanding their needs
- Learning about the organisations systems, products and services
- Understanding the immediate key risks, issues and business critical tasks
- Induction and systems training

After around 4 weeks work, at the end of stage 1 we will understand the organisation, its strategic objectives and the role of the PMO. We will have a sense of where the major 'pain points' are and a clear idea of where to focus efforts.

Stage 2 – Develop, Shape and Improve

We anticipate that stage 2 will last around 8 weeks. Building on the information gathered in stage 1 we will begin to shape the PMO through the following activities;

- We will continue to extend our network in Merseytravel, meeting other departments and colleagues and building relationships
- We will carry out a detailed study of the tools, processes, delivery methods, governance and governance gateways
- Grasp the year activity planned for Merseytravel and the tasks critical to the business
- Appraise procurement methods, contractors and the supply chain to review opportunities for improvement
- We will review and understand the internal processes that evolve projects and generate business cases seeking opportunities to increase efficiencies
- We will visit sites and projects to assess status and quality
- We will scrutinise cost models and make industry comparisons
- We will meet consultants, agents and the supply chain to establish their trust and allegiance
- Establish and outline charter for the PMO.

By the end of stage 2 and after approximately 12 weeks we will have a good understanding of the PMO in operation, its delivery priorities and where improvements and efficiencies can be made and value added. We will have already commenced the introduction of improvements and have begun to set out a charter and develop the proposed operating model and Blacc Consulting will be seen to be adding value.

our methodology....

Stage 3 – Transform, Plan and Deliver

Stage 3 of the commission will commence after 12 weeks and will comprise the main tasks that will change the PMO into its re-engineered form.

- Forming and normalising the team; re-affirming the structure and roles and building a consensus
- Re-affirm the 2015 key objectives and priorities
- We will produce the PMO execution plan setting out the refinements to processes and systems
- After previously reviewing the delivery gateways we will maximise efficiencies and establish refinements to the process and systems
- We will re-define reporting and communications processes – Management Information platform (dashboards)
- Prepare a master programme with robust information and identifying synergies
- We will create a strong presence throughout the organisation in our dealings with consultants and suppliers
- Build rapport with internal customers
- Implement some quick wins to demonstrate the added value being created

At the end of stage 3 and with about 4 weeks of the commission remaining we will have a solid vision of the delivery plan and priorities. The process improvements will be well underway and a defined meetings and reporting structure will be in place.

Stage 4 – Transform, Plan and Deliver

The final stage of the commission lasting approximately 4 weeks is a continuation of transforming and delivering the PMO so that it is fully functional by the end of the commission. This stage will comprise;

- The PMO team will be formed and operating according to the new model and new roles
- There will be a programme of coaching and training support to staff
- The Blacc team will be reviewing the new systems in place and evaluating their success against the plan
- The new PMO processes and systems will be clearly defined and documented
- The systems and processes will have been delivered and will be performing
- The Blacc team will progressively exit leaving the Merseytravel team in place.

By the end of stage 4 and the close of the commission the new team will be operational having a solid vision of the delivery execution and processes. Coaching and training support will have helped the bedding in process and a level of evaluation will be undertaken before exiting the commission.

The diagram over the page summarises the above activity

our methodology....

	Phase 1 March 15	Phase 2 April and May 15	Phase 3 June and July 15	Phase 4 August 15
People				
Processes	<ul style="list-style-type: none"> Identify the process. 	<ul style="list-style-type: none"> Develop the process flow diagram. 	<ul style="list-style-type: none"> Identify the process owner. 	<ul style="list-style-type: none"> Process Diagram
Products				
Outputs	<ul style="list-style-type: none"> Identify the process owner. Identify the process owner. Identify the process owner. Identify the process owner. Identify the process owner. Identify the process owner. 	<ul style="list-style-type: none"> Identify the process owner. Identify the process owner. Identify the process owner. Identify the process owner. Identify the process owner. Identify the process owner. 	<ul style="list-style-type: none"> Identify the process owner. Identify the process owner. Identify the process owner. Identify the process owner. Identify the process owner. Identify the process owner. 	<ul style="list-style-type: none"> Better defined PMO is operating and benefits are realised

our methodology....

Growth Deal Programme Management

Our proposal to establish programme management for the Growth Deal is set out here as an independent series of tasks within our overall programme management proposal to Merseytravel.

Our approach to Growth Deal programme management in this proposal recognises the distinctions between the existing Merseytravel programme of activity and the wider growth programme and seeks to ensure that the overarching management system introduced will both recognise those distinctions and introduce a set of common practices and processes.

Our vision for Growth Deal programme management is based on a series of key tasks and a vision of the end product as follows;

- 1 An Advisory Board, within an overall structure, providing oversight and making recommendations for investment, on behalf of the combined Authority, will be established ensuring the alignment of the development programme with the Strategic Economic Plan. It will sit at the head of a governance framework, providing overall management of the programme, making recommendations to the Combined Authority, the City Region and the Local Economic Partnership, ensuring transparency over investment criteria and ensuring due diligence is undertaken on project and decision making.
- 2 A Core Team will be established that will perform a number of functions;
 - It will communicate/implement the strategic direction determined by the constituent authorities acting through the Advisory Board.
 - It will oversee the governance process established and ensure quality assurance and robust project appraisal
 - Work with potential applicants to assess eligibility for future entry into the programme and of performance criteria
 - Provide technical advice
 - Provide advice and expertise in developing business cases
 - Operate a programme function to undertake the technical and financial management functions required to manage the programme including overarching timeline, risk oversight and financial reporting
- 3 We will, with the Core Team, establish the delivery programme and maintain momentum by the early development of a programme wide pipeline of projects, to deliver the economic benefits anticipated in the LCR Economic Strategy and the funding commitments being made to the Growth Fund. This will respect the phasing of funding over the funding timescale. The programme will establish the initiation, feasibility, development and delivery stages of individual projects and establish a means of appraisal the robustness of projects and a series of approval gateways. The pipeline will be reflected in an Integrated Growth Plan that combines the different funding streams.
- 4 A programme management process will have two separate but co-ordinated elements. Each project seeking to secure investment will be appraised as part of the gateway review process. The appraisal will be both a technical review and also an investment appraisal. Also projects will be the subject of on-going monitoring from initiation through to completion and monitoring reports will be provided to the Advisory Board.

Similar to the delivery of the Programme Management Office the delivery of the Growth Deal will focus on the developing an approach centred around People, Products, Processes and Outputs thus;

our methodology....

	Phase 1 March 15	Phase 2 April and May 15	Phase 3 June and July 15	Phase 4 August 15
People				
Processes	<ul style="list-style-type: none"> Processes and systems analysis Process - flow chart design Process analysis and system redesign Business process redesign Process redesign and implementation 	<ul style="list-style-type: none"> Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation 	<ul style="list-style-type: none"> Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation 	<ul style="list-style-type: none"> Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation
Products				
Outputs	<ul style="list-style-type: none"> Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation 	<ul style="list-style-type: none"> Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation 	<ul style="list-style-type: none"> Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation 	<ul style="list-style-type: none"> Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation Process redesign and implementation

our methodology....

Fee Proposal

We have prepared our fees based upon an effort profile that we believe is appropriate for the work we understand Merseytravel requires in establishing the PMO and the approach required for the delivery of the Growth Deal framework.

The fee is broken down into the four phases outlined in the original scoping document and aligns with our response.

Each phase is currently time limited as is the overall commission (6 months) and we would recommend that a formal mechanism is put in place between Merseytravel and blacc to ensure all deliverables have been met prior to proceeding to the next operating phase.

Phase 1 - 4 weeks total costs £44,450
Phase 2 - 8 weeks total costs £98,200
Phase 3 - 8 weeks total costs £100,950
Phase 4 - 4 weeks total costs £37,050

Grand Total £280,650

Note all day rates included reasonable travel and expenses with exception of (located in Scotland) who will incur additional charges for accommodation and travel which will be reimbursed at cost.

	Total Days	Phase Total costs
Phase 1 4 weeks Sub totals	28	£ 44,450
Phase 2 8 weeks Sub totals	56	£ 98,200
Phase 3 8 weeks Sub totals	56	£ 100,950
Phase 4 4 weeks Sub totals	28	£ 37,050
Total Days	168	
Grand Total		£ 280,650

our costs....

Phase Total		ANTICIPATED ACTIVITIES	OUTPUTS
Costs			
Phase 1 - 6 weeks		Phase 1a - SCORE THE EXTENT AND CONTEXT OF PROGRAMMES	
Sub Totals	£ 50,200	Assess and map the delivery programmes Meet Senior team Create project directory of key people Define the roles, key tasks and priorities of PMO Define detail of key deliverables Clarify business expectations Meet key stakeholders and project owners Begin study of the tools processes delivery methods Assess governance across the programmes	Draft programme initiation document Resource gap analysis Draft master programme Initial findings paper
		Phase 1b - REVIEW OF GROWTH DEAL PROGRAMME	
		Align the growth deal programme Assess terms of the growth deal programme Assess existing governance Review the assurance framework and application Begin health check of 2015-16 programme Review management and reporting processes Assess and gaps Risk analysis	Alignment and production of draft PMO report Stakeholder management plan Risk and assurance management framework Gateway review framework Management process approach signed off (DfP) Draft growth deal master programme Draft key control documents Draft step change transformation plan
Phase 2 - 4 weeks		Phase 2 - DESIGN THE PMO OPERATING MODEL FOR THE GROWTH DEAL PROGRAMME AND REMAINING MERSEYTRAVEL PROGRAMME	
Sub Totals	£ 34,550	Design the transformation plan Continue project health check Project approvals Review the internal processes that scope projects and generate business cases Establish outline scope and charter of the PMO Team building Consider existing and future technology platforms	Finalise PMO reporting Design Training plan Agree and sign off transformation roadmap Commence scoping of technology platform
Phase 3 - 8 weeks		Phase 3a - DELIVER INITIAL OPERATION OF THE PMO FOR THE GROWTH DEAL PROJECTS	
Sub Totals	£ 70,800	Establish structure and roles of the PMO Establish operating relationships with project teams Agree the key deliverables for 2015-16 PMO execution plan setting out the requirements to processes and systems Update the master schedule with confirmed information Ongoing issues management and reporting Team building - identify resource within Merseytravel	Deliver terms of reference incl partnership and core team make-up (sub and spoke) Steady state reporting - Growth Deal Ongoing risks and issues management and reporting Normalising management systems and approach Staffing plan Technology platform roll out Training plan Lessons learnt log and feedback Change control regime implemented
		Phase 3b - DELIVER INITIAL OPERATION OF THE PMO FOR THE REMAINING MERSEYTRAVEL PROGRAMME	
		Establish structure and roles of the PMO Establish operating relationships with project teams Agree the key deliverables for 2015-16 PMO execution plan setting out the requirements to processes and systems Update the master schedule with confirmed information Ongoing issues management and reporting Team building - identify resource within Merseytravel	Steady state reporting - Merseytravel Projects Ongoing risks and issues management and reporting Normalising management systems and approach Staffing plan Technology platform roll out Training plan Lessons learnt log and feedback Change control regime implemented
Phase 4 - 4 weeks		Phase 4 - TRANSFER GROWTH DEAL PMO AND PRINCIPLES FOR CO-ORDINATION OF OTHER PROGRAMMES	
Sub Totals	£ 22,200	PMO will be formed and operating Coaching and training support to PMO team PMO processes and systems defined and documented Team building Critical friend support	Complete staffing Deliver training required Initiate management coaching Team monitoring PMO output monitoring
Total Days		200	200
Grand Totals		£ 177,750	£ 177,750

Please note all day rates include reasonable travel and expenses with exception of Shona Berton (located in Scotland) who will incur additional charges for accommodation and travel, which will be reimbursed at cost

Merseytravel

P.O. Box 1976
Liverpool L69 3HN
Tel: 0151 227 5181
mail@merseytravel.gov.uk

Our Ref: LAD/FH/RSN11748

Your Ref:

Contact:

Tel Ext: 0151 330 1712

Date: 30 November 2015

Blacc Consulting LLP
Cotton House
Old Hall Street
Liverpool
L3 9TX

Dear Sirs

Secondment Agreement to provide Programme Management Support to deliver the LCR Growth Deal Dated 11 May 2015

I refer to the agreement dated 11 May 2015 between Merseytravel and Blacc Consulting LLP ("the Consultants") in respect of the above ("the Agreement").

As you are aware, Merseytravel wishes to extend the period of secondment of the team to provide the services outlined in section A only as set out in the Consultant's proposal dated 17 November 2015 (attached hereto); such services to be provided from 23 November 2015 to 22 April 2016.

This letter therefore constitutes a formal instruction to provide the Services. No adjustment will be required to the Contract Price as a result of this letter as the fees for the Services are fully set out in the attached Proposal (maximum value of £159,800) and apart from the details above the same Conditions of Contract will apply.

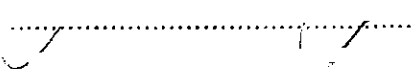
If the above is acceptable to you then I should be grateful if you would arrange for the attached copy of this letter to be signed by a duly authorised officer of your company and returned to us.

If you have any queries relating to any of the above, please do not hesitate to contact the above named.

Yours faithfully


Louise Outram
Secretary to Merseytravel
Legal & Committee Services

Agreed and accepted
For and on behalf of
BLACC CONSULTING LLP


..... Signed
..... Name
..... Title
18 December 2015 Date





Our ref: JB/blacc/MT002

Dear

Merseytravel Interim PMO.

We are pleased to provide an updated version of a proposal to provide Interim PMO services from November 23rd 2015 to April 22nd 2016.

We have divided the proposal into 3 sections:

- A – Interim Operation PMO.
B – Project Management Analysis and Allocation.
C – Project Manager Support.

We have done this to distinguish the operation of the PMO and the migration of the 20 projects Merseytravel have identified, from additional tasks that may be required to assess and identify the project management delivery capacity required to ensure the adequate operation of the PMO.

Through our commission blacc will continue to bring experience and lessons learnt from other major Transport Commissions in similar operating arenas including amongst others, our experiences with TfGM and TfL

The key personnel representing blacc consulting LLP across the proposals are,

The table below sets out our resource allocation and cost for each section.

blacc consulting llp
Cotton Exchange
Old Hall St
Liverpool
L3 9TX
Reg No OC383177

Should our proposal be accepted we would be pleased to supply a payment schedule based on the costs above.

A – Interim Operation PMO

The interim operation of the newly formed PMO is our core proposal and will consist of our team reviewing those projects identified below and including them into the PMO reporting process as established at the first meeting of the interim board. There is likely to continue to be an element of developmental work to refine and improve the reports and reporting process. We will work through the list as supplied and notify Merseytravel if we think the list should be varied or changed.

We will ensure each project has;

- An initiation document, where the project is currently in the early phase.
- A risk register.
- A schedule.
- A cost and funding profile.
- Monthly Dashboard report.

We will also provide the central PMO summary reporting in the format agreed at the first Merseytravel Programme Board Meeting held 8th October 2015.

Our proposal for the interim operation of the PMO allows for appropriate resource to support project teams in developing the identified projects into the PMO model with respect to risk, schedule, spend profile and dashboards. It also allows for the central PMO functions to validate and provide assurance to Programme Board at an organisation level.

Our PMO model includes PMO Support – Allocated Staff as in the attached diagram so as part of that we would support project teams on a short term basis. If longer term support is required, we have provided an alternative option in C below.

Although any recruitment of permanent staff is not within our control, we will also support the development and any population of the PMO so that it is functional and operational by the beginning of April 2016. As discussed and agreed with yourselves, we will begin this process with [redacted] and have resourced the interim PMO with an allowance of 45 days scheduling resource based on 2 days per week for the interim period. We would also require the document management function to be integrated within the interim PMO during the interim operation period.

B – Project Management Analysis and Allocation

There is general concern over the availability or lack of resource for project delivery across the Local Authority Partners delivering the identified projects. Also that the resource that is available is not necessarily aligned with the projects. This is an important issue for all concerned and we have expressed separately in our proposal, an allocation of time in the first half of the commission to review the availability of project resources across the identified schemes and make recommendations to Merseytravel (via the Interim Board). We have proposed this as an option which Merseytravel can choose to instruct blacc or may deliver within Merseytravel.

C – Project Manager Support Resource

Following on from the outcome from B above we have included as an option, the notional cost of additional delivery resources should Merseytravel decide that additional delivery resources are required. These resources would be deployed on those projects. The quantity and duration will be subject to the analysis findings and Merseytravel can choose from various procurement routes.

PMO Development

The projects listed under A below are those projects migrated into the Interim PMO process up until the 6th November 2015. The list of projects, months 1 to 5 below is provided as the basis for the scope of PMO work until the end of the first week of April 2016

A. Schemes committed to within original 22 week commission-:

- Newton-le-Willows – Merseytravel, Growth Deal
- Maghull North - Merseytravel, Growth Deal
- Halton Curve - Merseytravel, Growth Deal
- Rolling Stock - Merseytravel
- STEP (years 1&2) – Pan LCR, Growth Deal
- Kirkby Bus Station - Merseytravel
- Queens Square - Merseytravel
- Kingsway Re-wire - Merseytravel

B. Schemes to be added at rate of 4 a month to the end of March 2016 are as follows-:

Month 1 (Nov)

- A5300 - Knowsley, Growth Deal
- Access to KIP - Knowsley, Growth Deal
- North Liverpool Key Corridors - Liverpool, Growth Deal
- M58 Junction improvements - Sefton, Growth Deal

Month 2 (Dec)

- City Centre Connectivity - Liverpool, Growth Deal
- Silver Jubilee Bridge - Halton, Growth Deal
- Skills Capital (£41.1M over 2 years) - Knowsley - may constitute more or less than one scheme, for discussion
- European programme/IFB/Growth Hub fund – may constitute more or less than one scheme, for discussion

Month 3 (Jan)

- Bus Strategy - Merseytravel
- Smart Card - Merseytravel
- Support Service Review - Merseytravel
- TfN activities (Merseytravel Element) - Merseytravel

Month 4 (Feb)

- Concessionary Travel - Merseytravel
- Birkenhead North – Phase 2 - Merseytravel

- New Toll System - Merseytravel
- Rail Studies - Merseytravel

Month 5 (March)

- MEL 5 year growth plan - Merseytravel
- Bus/Rail/Tunnel/Ferries - Long term modal strategies - Merseytravel
- Mann Island Building - Merseytravel
- STEP (years 3-6)/Pipeline development – Pan LCR – may constitute more or less than one scheme, for discussion

In order to carry out this commission blacc have the following requirements of Merseytravel.

1. 2x Microsoft Project licenses or software in order to manage and deliver scheduling on Merseytravel network.
2. Early communications between Merseytravel and all other delivery partners to agree blacc involvement and enable implementation and delivery of the above scope.
3. The delivery of the above scope of service is based on mobilisation 16th November 2015.
4. 3x pdf writing software to enable Microsoft Project to print to pdf.

Yours sincerely

Partner
blacc consulting LLP

Merseytravel

P.O. Box 1976
Liverpool L69 3HN
Tel: 0151 227 5181
mail@merseytravel.gov.uk

Our Ref: LAD/FH/RSN11748

Your Ref:

Contact:

Tel Ext: 0151 330 1712

Date: 18 December 2015

Blacc Consulting LLP
Cotton House
Old Hall Street
Liverpool
L3 9TX

Dear Sirs

Secondment Agreement to provide Programme Management Support to deliver the LCR Growth Deal Dated 11 May 2015

I refer to the agreement dated 11 May 2015 between Merseytravel and Blacc Consulting LLP ("the Consultants") in respect of the above ("the Agreement").

As you are aware, Merseytravel wishes to extend the period of secondment of the team to provide the services outlined in the Consultant's proposal dated 03 December 2015 (attached hereto); such services to be provided from 30 November 2015 to 22 April 2016.

This letter therefore constitutes a formal instruction to provide the Services. No adjustment will be required to the Contract Price as a result of this letter as the fees for the Services are fully set out in the attached Proposal (maximum value of £37,950) and apart from the details above the same Conditions of Contract will apply.

If the above is acceptable to you then I should be grateful if you would arrange for the attached copy of this letter to be signed by a duly authorised officer of your company and returned to us.

If you have any queries relating to any of the above, please do not hesitate to contact the above named.

Yours faithfully



Louise Outram
Secretary to Merseytravel
Legal & Committee Services

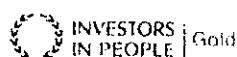
Agreed and accepted
For and on behalf of
BLACC CONSULTING LLP

..... Signed

..... Name

..... Title

30/12/2015..... Date



3rd December 2015

Senior Head of Service Integrated Transport
Merseytravel
Liverpool
L3 1BP

Our ref: JB/blacc/MT003

Merseytravel Interim PMO Option B

Dear

We are pleased to provide a clarification of our proposal to provide Interim PMO services Option B, from November 30th 2015 to April 22nd 2016.

B – Project Management Analysis and Support.

There has been a general concern over the availability or lack of resource for project delivery across the Local Authority Partners delivering the identified projects. Also that the resource that is available is not necessarily aligned with the projects. This is an important issue for all concerned and we expressed separately in our proposal, an allocation of time to analyse, support and review the readiness of projects and availability of project resources across the identified schemes and make recommendations to Merseytravel (via the Interim Board). We initially proposed this as an option which Merseytravel could choose to instruct blacc or deliver via an alternative means. Since commencement of our commission to operate the interim PMO under option A, we are identifying a number of areas whereby additional management falling under the scope of option B is required in order for the PMO to include the additional projects and operate efficiently.

The areas where we are currently engaged in works falling under the scope of Option B are as follows;

- Knowsley, engagement with personnel regarding A5300.
- Knowsley, engagement with personnel regarding skills
- Halton, engagement with personnel regarding the Silver Jubilee Bridge.
- Merseytravel, works in association with Bus Alliance programme of projects.

We have further meetings being arranged with other partners to commence works which may be within scope of option B and our current assessment is that this work will also span a longer calendar period and we have re-aligned our resource allocation to reflect this.

Throughout our commission blacc will continue to bring experience and lessons learnt from other major Transport Commissions in similar operating arenas including amongst others, our experiences with TfGM and TfL.

The key personnel representing blacc consulting LLP across the proposals are,

blacc consulting llp
Cotton Exchange
Old Hall St
Liverpool
L3 9TX
Reg No OC383177

The table below sets out our resource allocation and cost for Option B – Project Management Analysis and Support.

	FISCAL WEEK		32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	1
	Week Ending Friday		20-Nov	27-Nov	04-Dec	11-Dec	18-Dec	25-Dec	01-Jan	08-Jan	15-Jan	22-Jan	29-Jan	05-Feb	12-Feb	19-Feb	26-Feb	04-Mar	11-Mar	18-Mar	25-Mar	01-Apr	08-Apr	15-Apr	22-Apr
Project Management Analysis & Support																									
Lead of PMO Project Management analysis					1	2	1			2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
PMO short term support				1	1	1				1	1			1	1	1	1	1	1	1	1	1	1	1	
Project Management analysis							1	1			1	1		1	1										
Commercial manager [Project Management analysis]										2	2	2	2	2	2	2	2	2	2	2					
Weekly Budget				10	11,350	12,750	12,100	16,200	10	110,150	124,950	131,300	115,300	121,150	124,450	126,300	121,850	131,400	133,950	127,550	134,600	125,950	137,550	127,950	137,950
Cumulative budget			10	11,350	24,100	36,850	52,950	69,150	79,150	190,100	315,050	446,350	561,650	682,800	807,250	933,550	1,055,400	1,189,350	1,323,300	1,457,850	1,583,800	1,711,350	1,848,900	1,986,850	2,124,800

Should our proposal be accepted we would be pleased to supply a payment schedule based on the costs above.

Yours sincerely

Partner
blacc consulting LLP



Merseytravel

P.O. Box 1976
Liverpool L69 3HN
Tel: 0151 227 5181
mail@merseytravel.gov.uk

Our Ref: LAD/DJ/RSN11748/JG

Contact

Your Ref:

Tel: 0151 330 1811

Date: 12 April 2016

Blacc Consulting LLP
Cotton Exchange
Old Hall Street
Liverpool L3 9TX

For the attention of: Partner

Dear Sirs

Secondment in relation the Project Management Office

I refer to the agreement dated 11 May 2015 between the Merseytravel ("Merseytravel") and Blacc Consulting LLP (OC383177) ("the Consultant") in respect of the above ("the Agreement").

As you are aware, Merseytravel wishes to extend the Contract Period for the Services provided under the Agreement from 23 April 2016 – 10 June 2016, as more precisely detailed in the attached Proposal. This letter therefore constitutes a variation under Clause 5 of the Conditions of Contract contained within the Agreement.

The fee for this extension shall be as detailed within the attached Proposal, and shall not exceed an amount of £66,650.00. The same Conditions of Contract will continue apply.

If the above variation is acceptable to you then I should be grateful if you would arrange for the attached copy of this letter to be signed by a duly authorised officer of your company and returned to me.

If you have any queries regarding the above please do not hesitate to contact the above named.

Yours faithfully

Agreed and accepted
for and on behalf of
BLACC CONSULTING LLP


Louise Outram
Secretary

 Signed

..... Name

..... Title

14 - 4 - 2016 . Date



blacc

23rd March 2016

Senior Head of Service Integrated Transport
Merseytravel
Liverpool
L3 1BP

Our ref: TB/blacc/MT004

Dear Shane

Merseytravel Interim PMO.

We are pleased to provide a proposal to provide Interim PMO services from 23rd April 2016 to 10th June 2016.

Through our commission blacc will continue to bring experience and lessons learnt from other major Transport Commissions in similar operating arenas including amongst others, our experiences with TfGM and TfL.

The key personnel representing blacc consulting LLP across the proposals are,

The table below sets out our resource allocation and cost totalling £66,650.00 +VAT.

		FISCAL WEEK												
		Week Ending Friday												
			4	5	6	7	8	9	10					
			29-Apr	06-May	13-May	20-May	27-May	03-Jun	10-Jun					
			Commence Extended Interim PMO											
Projected Planned Resource														
A	Interim Operation PMO												£66,650	
	[Head of Project Controls]		5	4	5	5	5	4	5				33	
	[Head of PMO]		4	4	4	4	4	4	4				28	
	[Project Controls Engineer]		5	4	5	5	5	4	5				33	
	[Commercial Manager (PMO)]		2	2	2	2	2	2	0				12	

Should our proposal be accepted we would be pleased to supply a payment schedule based on the costs above.

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Reg No OC383177

The logo for blacc, consisting of the word "blacc" in a white, lowercase, sans-serif font, centered within a solid black square.

Our proposal for the extended interim operation of the PMO allows for appropriate resource to support project teams in identified projects into the PMO model with respect to risk, schedule, spend profile and dashboards. It also allows for the central PMO functions to validate and provide assurance to Programme Board at an organisation level.

Although any recruitment of permanent staff is not within our control, our proposal is to lead the operation of the Interim PMO up to and including the Programme Board meeting 11th May 2016. Our proposal is to then transfer the leadership and overall responsibility for the PMO to the permanent staff from 12th May to the end of our commission, whilst providing support and resource to the end of our commission.

I have provided details of our handover to Merseytravel's permanent PMO team and the outputs from our extended commission in the attached Appendix 1.

Yours sincerely

A handwritten signature in dark ink, appearing to be a stylized 'C' followed by a flourish.

Partner
blacc consulting LLP

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Appendix 1

Our proposal is to lead the operation of the Interim PMO up to and including the Programme Board meeting on the 11th May 2016. Our proposal is then to transfer the leadership and overall responsibility for the Interim PMO to the permanent staff from the 12th May to the end of the commission, whilst providing support and resource to the end of our commission. The detail of that handover is as follows;

1. Our current commission is due to end on the 22nd April 2016. Following the Programme Board on the 12th April we will prepare project updates and the monthly Interim PMO Summary Report, attending all necessary meetings and operating as normal, working towards the Programme Board on the 11th May. Two members of the permanent PMO team arrive on the 29th April, including the Head of PMO and we will brief the team on the process, current status and the outputs detailed below.
2. Following the Programme Board on 11th May, the permanent PMO team will assume the lead and responsibility for the work of the PMO and we will provide support, advice and guidance to their work until the 10th June, related to the outputs detailed below.

The outputs from our work will be as follows;

- Updated documents detailing the project management and PMO processes (current copies are available on the PMO share drive). This includes guidance on project controls, templates, the PMO calendar of activities, project directory etc.
- Updated reports detailing the work carried out during our commission.
- All project related information and/or control documents related to projects migrated into the PMO process (current copies are available on the PMO share drive). Together with the files that contain source information.
- PMO Summary reports.
- On the arrival of permanent members of the team on 29th April we will carry out briefing discussions with the team, providing guidance on the processes during the period 29th April to the 11th May.
- We will put in place update meetings (as normal) with project teams, partner authorities and finance for the period after 11th May and we will accompany the permanent team to those update meetings to effect handover introductions etc.
- Stakeholder relationships with Network Rail project managers and schedulers in relation to the rail projects.
- We will continue to convene feedback meetings following each programme board (such meetings have been taking place since January) where we invite all who have an interest in the project and PMO process.
- On the permanent team assuming leadership of the PMO on the 12th May we will work in support providing advice and guidance until the 10th June.
- We will reserve a half day for the possibility of attendance beyond the 10th June.
- We will provide contact details for the permanent team to contact us if necessary, beyond the 10th June.