Report to: Cabinet Date of Meeting: 19 July 2012

Subject: Southport Cultural Centre – Project Update

Report of: Strategic Director (Place) Wards Affected: Dukes

Is this a Key Decision? No Is it included in the Forward Plan? No

Exempt/Confidential No

Purpose/Summary

To set out the history of the project, the potential additional cost and time over-run identified within the project: and the measures taken to mitigate this additional cost and time overrun.

Recommendation(s)

That Cabinet:

- 1. Notes the potential 'worst case' cost scenario now identified in respect of the completion of the project;
- 2. Instructs the Strategic Director (Place) to pursue all potential means of mitigating cost and time overruns, including;
 - a. Where possible reducing specifications to the minimum acceptable level for a 'fit for purpose' facility.
 - b. Undertaking any further possible Value Engineering exercises to maximise cost savings.
 - c. In conjunction with the Head of Corporate Finance & ICT, explore further funding arrangements to mitigate the increase in final project cost.
 - d. In conjunction with the Head of Corporate Legal Services, explore the potential for minimising and/or recovering additional costs incurred.

How does the decision contribute to the Council's Corporate Objectives?

	Corporate Objective	Positive Impact	Neutral Impact	Negative Impact
1	Creating a Learning Community		$\sqrt{}$	
2	Jobs and Prosperity		$\sqrt{}$	
3	Environmental Sustainability		V	
4	Health and Well-Being		V	
5	Children and Young People		$\sqrt{}$	
6	Creating Safe Communities		$\sqrt{}$	
7	Creating Inclusive Communities		$\sqrt{}$	

8	Improving the Quality of Council	V	
	Services and Strengthening Local		
	Democracy		

Reasons for the Recommendation:

To reflect and respond to concerns expressed in relation to cost & time overruns in delivering the Southport Cultural Centre project.

What will it cost and how will it be financed?

- (A) Revenue Costs See Report
- (B) Capital Costs See Report

Implications:

The following implications of this proposal have been considered and where there are specific implications, these are set out below:

exper opinio comm reaso	Legal — There may be legal consequences of seeking recovery of unnecessary expenditure. The statements around third parties made in this report are true in the opinion of the author of the report in both substance and fact. The report constitutes fair comment on a matter which is in the public interest and is an opinion which could reasonably and honestly be held by any individual knowing all of the facts at the time of writing the report.	
Huma	an Resources - None	
Equa	lity	
1.	No Equality Implication	*
2.	Equality Implications identified and mitigated	
3.	Equality Implication identified and risk remains	

Impact on Service Delivery:

What consultations have taken place on the proposals and when?

The Head of Corporate Finance (FD.1672/12) and Head of Corporate Legal Services (LD998) have been consulted and any comments have been incorporated into the report.

Are there any other options available for consideration?

Implementation Date for the Decision

Following the expiry of the "call-in" period for the Minutes of the Cabinet/Cabinet Member Meeting

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Background Papers:

The following papers are available for inspection by contacting the above officer(s).

1. Background

- 1.1 Members will recall a Capital Programme Update report, presented to Cabinet on December 8th 2011, which included information on the current position relating to the Southport Cultural Centre refurbishment project. The report identified that a cost over-run of £777,000 had, at that time, been incurred and that in the light of this over-run the Council's contract management consultants, Capita Symonds, were asked to undertake a risk assessment exercise to quantify what the 'worst case' funding scenario might be to project completion. On completing this exercise Capita Symonds identified the potential for a further £600,000 of unanticipated expenditure prior to contract completion, bringing the total anticipated outturn to £16,980,862, and representing a total 'worst case' cost overrun of £1.377m, with an expected completion date of December 2012.
- 1.2 After consideration of the report the Cabinet agreed, that
 - the progress made in relation to the delivery of committed capital schemes and particularly the potential for under- and over-spends related to those schemes, be noted
 - a Cabinet Sub-Committee be requested to consider which of the uncommitted capital schemes identified in the report should be approved for continuation or abandonment within the Capital Programme and submit its recommendations to the Cabinet and Council;
 - any under-spends achieved within the committed Capital Programme, together with any approved funding associated with the abandonment of any uncommitted schemes referred to above, be in the first instance allocated to off-set any net overspends currently identified within the Capital Programme;

As a result of this action existing capital funding in the order of ~£1.2m was identified from under-spends and reductions in uncommitted schemes to off-set the potential final costs of the Southport Cultural Centre.

- 1.3 Since this time, Officers within the Investment Programme & Infrastructure (IP&I) Division's Client Team have taken an increasing role in the scrutiny of the contract management of the Cultural Centre project, in order to achieve the earliest possible completion and mitigate additional claims for extensions of time from contractors and curtail additional costs.
- 1.4 As part of this process, an updated project plan was developed, setting out the packages of work still outstanding and the information required from Capita Symonds in order to complete those works. This ensures that only essential works are carried out and that appropriate information and instruction is made available to the contractor to expedite work.
- 1.5 As part of that exercise, Capita Symonds has now identified that a further £1,006,750 worth of additional works are potentially required, in addition to the previous "worst case" scenario that they provided during December 2011. This is clearly a matter of serious concern. The IP&I Client Team has been very active in ensuring that only essential works are carried out in order to mitigate any increase

but clearly there is concern over why/how such a significant further cost overrun is now being predicted and why Capita's project management failed to identify these elements of work as part of their previous "worst case" scenario.

2.0 Background to the Project Approval Process

- 2.1 Cabinet originally considered a report in November 2008 setting out a number of options for the refurbishment of the buildings forming the Southport Cultural Centre. A preferred option was selected for the implementation of a full refurbishment scheme with an anticipated cost of £22m. Following some extensive discussions with potential funders a budget was established based on grant offers "in principle" of approximately £8m from CABE from their Sea Change Programme (£4m) and from the North West Development Agency (£4m).
- 2.2 In normal circumstances for a project of this scale & complexity the process of developing the feasibility report into a detailed design, procuring a Contractor and, securing and testing a "Target Cost" for the project would take at least 2 years to complete, leading to a start on site in the spring of 2011. However, in early 2009 the Council were asked by CABE to bring the project forward to meet its revised programme requirements. This led to detailed discussions being held with the key external funders to determine the basis on which their formal (as opposed to "in principle") grant offers would be made. It became clear that as well as generating specific outputs associated with visitor numbers, both CABE and North West Development Agency (NWDA), required the Council to make a physical start on the project in May 2010 and, more demandingly, to defray £8m of expenditure by the end of March 2011, in order to be able to claim their grant offers in full. Both funding bodies confirmed that failure to meet these targets and deadlines would result in significantly reduced (or possibly withdrawn) grant offers.
- 2.3 A bid had also been made to the Heritage Lottery Fund (HLF) seeking a contribution to the project, in respect of both the construction and the museum fit out. Whilst HLF encouraged the Council to apply with a more focussed 'Museum only based' bid, it was clear that a firm offer from HLF wouldn't be received in sufficient time to allow the Contract to be let in accordance with the strict procurement programme. As such a significant "Value Engineering" exercise (this is a method of reducing costs by changes to specification or methods of delivery) was undertaken to ensure that the project could be delivered with no reliance on the HLF for funding. A revised smaller scheme, which still delivered the key aspirations/outputs for the Cultural Centre was therefore developed. It was agreed that the second HLF bid would concentrate on the fit out of the Museum spaces.
- 2.4 The second HLF bid was very well received but ultimately didn't secure HLF Board approval. However, a final slightly modified, third bid did secure a First Stage approval for £900,000 of HLF grant. The details of this bid and the implications of developing the project to HLF Stage 2 were considered by Cabinet in January 2012. The substantive project therefore progressed on the understanding that there would be no HLF contribution to the build. Capita identified a budget estimate based upon an agreed scope of works, which included a capital contribution from the Council of £7.3m.

- 2.5 Bovis Lend Lease, (later re-branded Lend Lease) was engaged at a relatively early stage in the process to help in the planning of construction. They considered that the budget wasn't sufficient to fund the scope of the works and a revised budget was established which increased the Council's contribution to £7.7m
- 2.6 A Cabinet report, considered on 20th May 2010, obtained approval for the Council to enter into a full Contract with Bovis Lend Lease, for the delivery of the Southport Cultural Centre project based on this revised budget. The report also confirmed the level of external funding and the principle conditions associated with drawing that funding down. At that stage the total scheme costs were to be funded as follows;

Sefton Council Capital programme £7.7m NWDA £4m Sea Change £4m TOTAL £15.7m

- 2.7 The external funders requirements proved extremely challenging to address as they effectively halved the time available for the project development process. However, with the co-operation of all parties and some careful programming, a site start was achieved at the end of May 2010. This resulted in the very challenging spend target of £8m by March 2011 imposed by CABE/NWDA being achieved, however this did have some detrimental impacts on the programme. Subsequently the Council has been successful in claiming the grants in full from both major funding parties.
- 2.8 The "Target Cost", established following consideration of the design as developed in May 2010, was established at £11,366,801 (compared with the previous cost estimate of ~£22m in 2008). In addition a contingency sum of £568,340 was identified. This equated to 5% of the contract sum (rather than the entire scheme cost) and was considered by Capita Symonds to be reasonable based on their knowledge of the building at that time. Other costs making up the total budget included design fees, surveys, legal and property costs and costs associated with the relocation of staff and artefacts.
- 2.9 The time constraints placed on the scheme by the external funders and the subsequent need to decant staff and exhibits prevented further extensive survey work being undertaken, prior to the commencement of works, to explore the potential scale of risks to the project. Had the time been available and had this work been undertaken it is probable that some further contingency would have been proposed and/or further funding sought.
- 2.10 It should also be noted that the Sea Change Grant Funding Offer allowed for the grant to be reduced if any reductions were enforced by the relevant Government Department. Following subsequent Government savings cuts, CABE informed the Council in July 2010 that the Sea Change Grant would be reduced by £92,141 to £3,908,000. In response to this, a decision was taken to further reduce the scope of works.

3.0 Achievements

- 3.1 Despite these problems the project has achieved some significant success, the principle achievement to date clearly being meeting the challenging conditions imposed by the external funders to draw down their funding grants. This should not be under-estimated as it involved undertaking a very significant element of work within only 10 months of construction. It also involved some materials and equipment being pre-purchased and vested to the Council significantly in advance of when they would normally be procured. Other achievements worthy of note are:
 - The successful engagement with the BuildSefton and Sefton at Work initiative to ensure that local businesses benefit from the project. As such, a high percentage of the sub contractors and suppliers engaged in the scheme are from Merseyside.
 - There have also been examples of labourers engaged in the project securing longer-term employment with the subcontractors. A school leaver engaged by the stonemasons completing the repairs to the frontage has been taken on as a stonemason apprentice following some excellent work.
 - Lend Lease secured Silver Award by the Considerate Constructor's scheme for the Southport Cultural Centre. This means that the site is one of the top 6.5% performing sites in the Country.
 - The Council secured confirmation from the National Security Advisor that the scope of the works to the Art Gallery would ensure that the Government Indemnity Scheme (GIS) standards would be met and hence the Gallery would be able to secure the loan of nationally important collections.

4.0 Challenges addressed during the construction process

- 4.1 Whilst maintaining good progress in order to meet the spending target, there were a significant number of "discoveries" within the first year of the project that resulted in additional costs and in some cases, time delay. Whilst initial survey work was completed prior to the works beginning to help inform the design of the project, many of these discoveries could not have been reasonably foreseen until work progressed on the internal stripping out and demolition.
- 4.2 The more significant issues are as follows;
 - Significant structural weakness within the building resulting in the need for structural strengthening through additional steelwork
 - Poor construction within the 1980's roof extension following numerous occurrences of leaking resulting in excessive deflection, requiring strengthening prior to any new roof construction.
 - Poor condition of the support under the main theatre stage resulting in the need for significant timber strengthening.

- The stone façade of the building on Lord Street was discovered to be in much worse condition than originally estimated, requiring much greater repair work than originally priced for, to prevent pieces of masonry from falling.
- The structure of the 1980's extension was found to differ significantly from that predicted, requiring redesign of the structural support, particularly within the proposed studio space.
- There was evidence of structural damage within the Clock Tower requiring the extension of scaffolding and completion essential safety repairs
- Large areas of plasterwork, previously hidden behind wall boarding, were found to be in a poor and unsafe condition, resulting in a far greater degree of replacement than was originally estimated.
- 4.3 In all cases, where problems have been discovered, every effort has been made to minimise and mitigate the impact of these discoveries. However, in nearly all cases there has been no option other than to instigate the various elements of strengthening, repair or structural modification as part of the works.
- 4.4 A further factor affecting the outturn cost has been the fluctuation in prices for the various work packages between costs established based on the design developed prior to the award of the contract and the final detailed design. Had more time been available at the outset, then these costs could have been established with greater certainty, based on more developed design information.
- 4.5 Progress on the project has also been affected by a number of external factors that have had a particular impact on time. Lend Lease has identified that the following matters have had a significant impact upon the project and therefore should, in theory, result in the Contract handover being delayed beyond the original target date. The additional costs relate to Lend Lease being on site longer than anticipated and are identified as follows;
 - The scaffolding required within Lord Street to enable the stone works treatment was delayed by Scottish Power taking much longer than programmed to complete the electrical diversion works
 - Entry to Cambridge Walks to complete the necessary drainage improvement works within this space was delayed some months through the very lengthy and costly process associated with securing agreement from Threadneedle and their lawyers. The scope of works within the Walks was reduced to partly mitigate the impact of this delay.
 - Late delivery of the extensive detailed design information necessary to meet the programme has also contributed to the delay. Capita advised that their design team was subsequently been strengthened to improve the appropriate flow of information.
- 4.6 When the Target Cost was established some Value Engineering savings had already been instigated.

- The HLF bid had included for the introduction of the environmental control system within the museum spaces to mirror those included within the project for the galleries. It was agreed therefore that this important element of the project should be delivered as part of the main contract as a subsequent retro fit would have proven very costly. Some further reductions in the scope of work were initiated to accommodate this increase in cost.
- It was also found that one of the previously introduced reductions in the scope of the works, namely the removal of the lift within Bank Buildings, would impact upon the already agreed Listed Building Consent. Therefore, following some detailed consideration, the lift was reintroduced within the scheme (this subsequently ensured that the Building could accommodate the storage of artefacts relocated from Botanic Gardens)
- 4.7 Additional non-contractual costs, over and above those originally estimated, have also been incurred.
 - These include costs associated with the legal agreement with Threadneedle; a compensatory payment to Arriva to secure their removal from the building and a compensatory payment to a shop owner necessary to secure vacant possession and to avoid the threat on a possible court injunction which would have impacted upon the ability to meet the external funders' time target.
- 4.8 The list of Value Engineering savings agreed post Contract award to off-set the cost of the "discoveries" above is also numerous. In all cases the potential saving has been given careful consideration to ensure that there was no significant impact from an operational perspective and, where appropriate against the capacity to generate income. Some prioritisation within the building has been necessary to ensure that the treatment of the main public areas is of the necessary high quality of finish, with reductions in standards of the back-of-house areas considered more appropriate. Amongst the savings implemented are;
 - Rationalising/reduction of the standard painting specification and floor coverings
 - Omission of the glazing of the porte cochere
 - Reduction in permanent external lighting in lieu of a more flexible projection system
 - Relocation of the electricity sub station from the roof into Cambridge Arcade
 - Reduction in the scope of public realm works
 - Omission of improvement works to offices in Bank Buildings
 - Rationalisation/reduction of the standard of doors and ironmongery.
- 4.9 Where possible extensive negotiations have been held with suppliers and sub contractors to drive down costs without impacting on efficiency and appearance.

5.0 The Respective Roles of the Council's IP&I Client Team and Capita Symonds

5.1 In order to assist Members with their consideration of this matter it is helpful to clarify the remit of the Council's IP&I Client Team, established as part of the Major Service Review undertaken during 2008 and it's relationship with Capita Symonds in their contract management role. Following the Major Service Review the

service contract agreed in September 2008 passes ALL responsibility for the management of construction contracts to Capita Symonds as Service Provider. Capita Symonds are therefore responsible for delivering the following aspects of related work;

- Design
- Architectural
- Mechanical and Electrical
- Structural
- Environmental
- Specialist (Theatre, Acoustics, etc)
- Procurement
- Cost Monitoring and Control
- Project Management
- Health and Safety Management
- 5.2 The Service Contract is output based and sets out the objectives that should be achieved and **not** the process of how they should be achieved. It is entirely the responsibility of Capita Symonds to establish processes and procedures for the management of contracts and to manage and direct their resources accordingly. The Service Contract set out standards that Capita Symonds are expected to comply with, which, in addition to the normal statutory requirements, essentially require Capita Symonds to instigate and comply with good industry practice and safeguard the Council's best interests. However, even if the Council believed its best interests are not being safeguarded it does not have the right to step in or direct the actions of Capita Symonds.
- 5.3 Indeed care needs to be exercised in this regard in order to avoid the risk to the Council of it taking upon itself the responsibilities, and therefore the liabilities and obligations, which rightly sit with Capita Symonds.
- 5.4 It is also worthy of note that, while construction contracts are entered into in the name of the Council, Capita Symonds are named as the Contract Administrator. This means that contractually Capita Symonds has the responsibility to manage the construction contract and the Council has no right to direct the actions of the contractor.
- 5.5 The Council's IP&I Client Team has a role in the management of the wider Service Contract, which includes the commissioning of Capita Symonds on a project by project basis and the agreement of appropriate fees for the works to be undertaken. During the course of the delivery of any project the IP&I Client Team have no formal contractual role but seek to maintain an overview of the performance of Capita Symonds and if necessary instigate actions to address any concerns or perceived deficiencies.
- 5.6 In respect of this project, the IP&I Client Team in order to protect the Council's best interests have become involved in a way that may technically exceed their remit, but which has been considered essential given the increases in project costs and time overruns.
- 5.7 At various stages in the project delivery Capita were advised that the Client Team were concerned about the numbers of staff allocated to deliver this scheme, their

level of experience and the frequency in which Capita staff were being moved on to and away from the project delivery team. Capita responded by giving assurances that they were resourcing the team correctly and that additional expertise was being drawn in from other parts of the Capita business. Despite the concerns of the Client team this remains Capita's position.

- 5.8 Part of the role of the IP&I Client Team is to ensure that ultimately the project delivers what the end user requires and to provide liaison and support to the end user throughout the construction process. It is very easy to underestimate the time and effort that must be devoted to this task when dealing with a large and complex project such as the Cultural Centre.
- 5.9 The IP&I Client Team will undertake whatever is necessary to help facilitate the project, including:
 - Helping the end user articulate their requirements
 - Helping to agree a manner in which these requirements will be met
 - Ensuring that the Council's requirements are conveyed to Capita Symonds
 - Liaising between Capita Symonds and the end user
 - Clarifying any further information requirements
 - Co-ordinating end user input into design decisions (colour, materials, etc)
 - Liaising with the Contractor regarding access or other practical issues.
- 5.10 It is important to note however that this project management role is from the Council's end user point of view and should not be confused with Capita's formal and contractual project management role related to the construction contract.

6.0 Summary of Source of Cost Overruns

6.1 The Client Team have undertaken an assessment of the additional costs identified since Financial Statement 13 of October 2011, in order to ascertain whether there are costs that are discretionary or whether costs are essential in order to meet the minimum required to provide a fit for purpose facility. The basis of the additional work is identified in the table below;

SOURCE OF COST	0/
	%
Delay of information	12
Client Variations	9
Provisional Sum Expenditure	11
Conservation Requirements	2
Discovery / Essential design requirements	66
TOTAL	100

6.2 The table demonstrates that the variations issued directly by the Council during this period accounts for 9% of the total increase of expenditure. This is primarily related to the reintroduction of the provision of a lift as an essential requirement of the Listed Building Consent. The majority of additional cost is as a result of discovered design requirements that are essential to providing a fit for purpose facility. In effect, these are elements that would always have been required but due to the complex nature of the project and the need to deliver to the time outputs of the major external funders, were not discovered before commencement

- or during the early months of the project. Indeed, essential design requirements accounts for 66% of the total projected worst-case increased cost.
- 6.3 The second most significant issue, representing 12% of the increase, relates to claims by the Contractor in relation to delays incurred while waiting for direction / instruction from Capita Symonds. The claims are being contested by Capita Symonds.

7. Proposed Actions

- 7.1 The primary aim of officers must be to ensure that the project can be completed within an agreed funding envelope and as quickly as possible, providing a definitive timetable for the end user who can then plan for occupation and opening. Additionally, is the need to review all elements of additional cost in order to ensure that there is no duplication within the project plan whereby newly identified works are already allowed for within provisional sums or with the allocation for outstanding risk.
- 7.2 In order to achieve these aims Officers are working to identify:-
 - The extent to which the reduced design timeline (caused primarily as a result of funders requirements) could be considered responsible for the overspend
 - If the advice provided by Capita Symonds at the time of the 'Value Engineering' process, undertaken to match the project to available funding, was of a standard that could be expected of a reasonably qualified and skilled consultant with the knowledge available to them at that time.
 - If the target cost agreed between Lend Lease and Capita Symonds, resulting in the £400,000 funding increase, was an accurate reflection of the project work requirements based upon the information that was available at that time.
 - If the level of 'Discovery' (i.e. additional essential works not identified during the design process), has been reasonable or should a reasonably qualified and experienced consultant, have identified the level of outstanding risk remaining given the complex nature of this listed building and advised accordingly.
 - If the lack of continuity of architectural / project management staff (provided by Capita Symonds) has impacted upon scheme cost and if the decision making of Capita Symonds in terms of identifying and allocating necessary staffing resources been of an acceptable standard.
 - If the quality of the work, and general performance, of the consultant been to an acceptable standard for a reasonably experienced and qualified consultant.
 - If the performance of Lend Lease been that which could reasonable be expected from an experienced contractor.
 - If it is reasonable that there has been an increase in 'worst case' cost, of £1m between December 2011 and March 2012 given that the project was already

well advanced in December 2011 and therefore what opportunities exist for further 'discovery' items to be identified.

- 7.3 As the physical construction work continues no firm date can yet be determined for building works completion. The contractor has made a formal claim for an extension of time until late January 2013 and has issued early warning notices of the potential for a contractual delay to March 2013. This represents either a 7 or 9 month delay in building works completion. The contractor has however indicated that it should be possible to partially mitigate some of this delay, and with the cooperation of Capita Symonds and the Council, achieve completion during November / early December 2012.
- 7.4 In the meantime, Officers have taken the following actions;
 - Capita Symonds was requested to provide a detailed report setting out in their opinion why/how this significant time delay and cost overrun has developed. A copy of that report is attached as Annex A.
 - b) Following receipt of that report further information has been requested from Capita Symonds to detail the "compensation events" between October 2011 and April 2012 and to provide a non-technical explanation and summary of those events. At the time of writing this report that further information was still outstanding. Further information may be available for presentation at the Cabinet meeting.
 - c) Capita Symonds has been instructed to take all necessary action in order to mitigate further delays and any outstanding risks that may lead to further unforeseen expenditure.
 - d) Officers are reviewing in detail all additionally identified works in order to ensure that only business critical works are undertaken and to ensure that no provisional sum / risk allocation has been made which will therefore represent duplication.
 - e) Officers will continuously review work specifications and seek to reduce these to a minimal acceptable level, providing further Value Engineering cost savings, while ensuring that they and the facility remain fit for purpose.
- 7.4 In light of the stage that the contract has reached and also taking cognisance of the fact that the Council has already served notice on Capita Symonds to terminate the Council's Service Contract with them the emphasis of activity must be placed on getting the Cultural Centre finished at the minimum excess cost. However, officers will ensure that any necessary procedures are followed to ensure disputes are registered within relevant timescales so as to protect the Council's position in relation to any possible future action and to avoid being 'out of time' to make such challenges, but the primary objective is to complete the project before considering any other action.
- 7.5 Clearly, there is likely to be a significant Capital Programme funding gap in the final delivery of this project. Investigations are being made into potential sources of funding to bridge this gap, including reprogramming of other capital works funding streams; the potential use of corporate underspends/balances; the

possible use of asset disposal income and the potential for claims against the Council's consultants and contractors. There is little or no prospect of being able to secure additional external funding.

8. Project Evaluation / Conclusion

- 8.1 Clearly this project has suffered from significant technical, project management and funding issues: resulting in cost and timescale overruns. It is essential that a full evaluation of the whole life cycle of the project is undertaken to inform future decision making. The outcome of this review will have a direct impact on future Capital Programme decisions and on the future staffing / skill requirements required when these services return to Council control following termination of the current contractual arrangement with Capita Symonds.
- 8.2 One of the most frustrating elements of the project has been the lack of direct control the Council is able to exercise in its relationship with its consultant and contractors. The evaluation report will not only assist in determining future delivery structures but also help to ensure that enhanced risk assessment protocols are available at the earliest possible stage to support informed decision making on how or whether similar projects would progress in future.