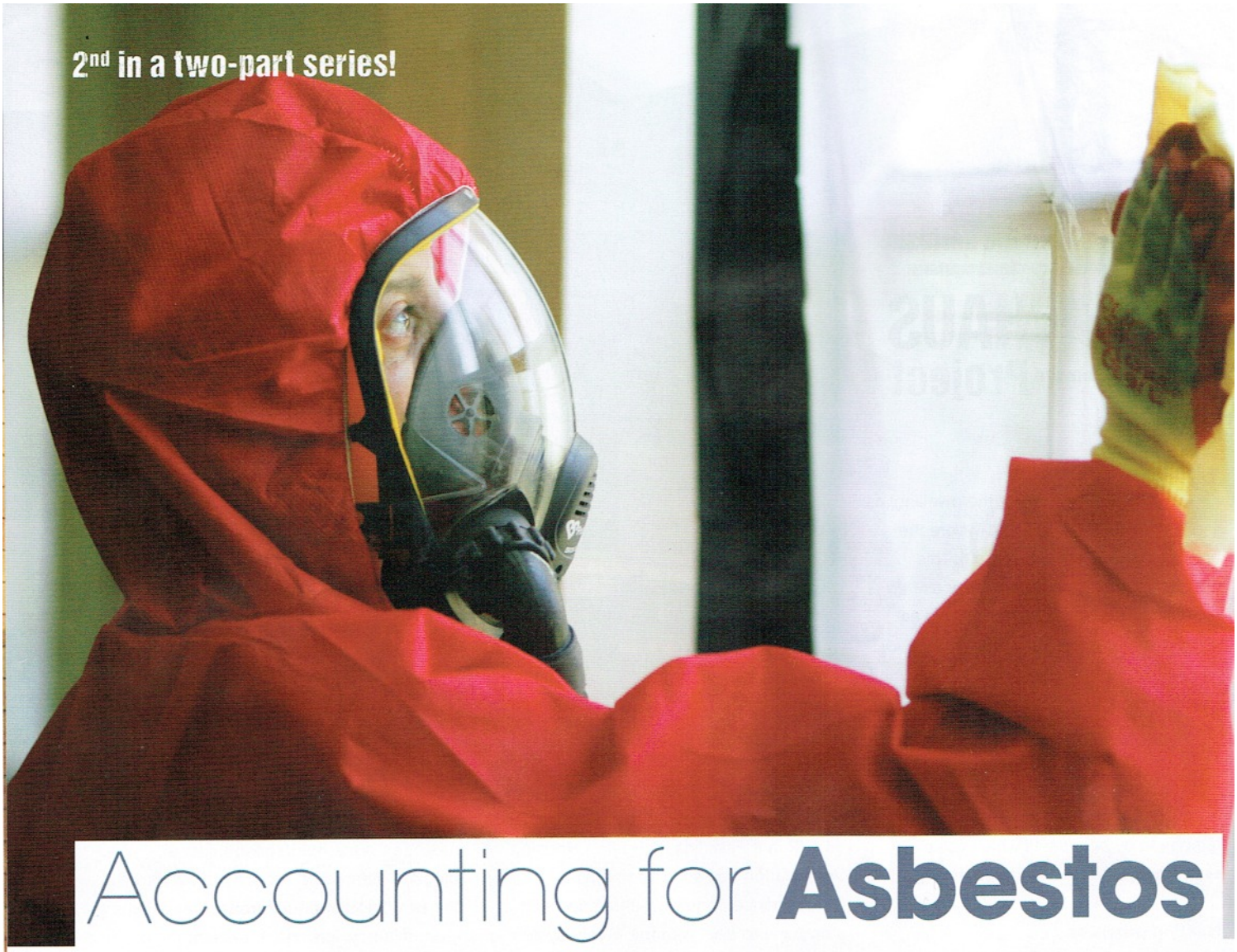

2nd in a two-part series!

Accounting for **Asbestos**

In the second of our two-part series on dealing with asbestos in social housing, Paul Clarke-Scholes of Clifford Devlin discusses a couple of techniques that can help reduce the costs and disruption caused to social housing refurbishment schemes by asbestos removal.

The removal of asbestos is estimated to account for as much as 20% of the budget for a typical kitchen and bathroom refurbishment contract. After all, it is a specialist discipline, involving highly trained operatives working in controlled conditions using specialist equipment to create a safe, airtight working environment and using decontamination facilities. However, we believe that with a greater focus on asbestos during the planning stage and a modicum of investment these costs can be reduced significantly.

Let us examine a couple of common scenarios to illustrate this point. Currently, the typical sequence of activities at the outset of a refurbishment programme will include an asbestos survey, the preparation of a register of asbestos-containing materials (ACMs) in each property, which is passed to a licenced asbestos removal contractor (LARC) to price.

Asbestos removal requirements

In the absence of any specific guidance the LARC will quote to remove all of the ACMs identified in the survey. After all, it is in their commercial interests to make a blanket assumption that all the asbestos needs to be removed, but that is not always the case. Indeed, the Health & Safety Executive's advice, published in various guidance documents and circulars, specifically states that the survey data alone should not to be used as the basis for pricing removal works.

Instead of passing the responsibility for interpreting the asbestos surveyor's findings to the LARC and exposing the project to this inherent conflict of interest, the building contractor – who is technically the duty-holder once the programme has commenced – should arrange for an asbestos remediation specification to be prepared.

Effectively, the specification acts as a risk assessment and management plan. The immediate impulse may well be to remove but, particularly in refurbs, that may not be practicable. While the survey

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records the findings it doesn't necessarily assess the implications. For example, asbestos contamination is identified in the boiler house, on the walls and on some of the pipes, plus the third floor riser. Does that mean that first and second floor risers are clear? Even if the survey reported negative findings at those locations, just how extensive was the survey?

The specification should be prepared in consultation with the building contractor and possibly the wider design team, so that it can take account of the locations, methodology and extent of the actual refurbishment activity that has been planned.

Drawing up the specification

The document can be prepared in-house if the contractor employs a knowledgeable person who is responsible for collating asbestos information and providing advice. Alternatively this task can be outsourced to the client or an asbestos consultancy – the existing surveying company or a third party. The key point here is that the specification should never be completed by the removals contractor.

For a significant programme of works involving perhaps hundreds or thousands of properties we would advise that a specification is prepared for each property archetype and read in conjunction with the survey report, with the surveyor invited to include comments about the specific circumstances found in a particular property. The specification should not take more than a few days to compile and should cost less than £1,000, yet it could reduce the overall removal costs by as much as 50% as well as generating significant associated programme savings and certainty.

How are these kinds of savings generated? Let us examine a typical eventuality: the contractor provides an inventory of works to the consultant who also has the new asbestos register and reports. They are then in a position to cross-reference the two inventories to identify locations where ACMs have been found but where invasive refurbishment is not taking place; e.g. some tenants may decline the offer of a bathroom refurb and, for example, Asbestos Insulating Board (AIB) identified in the bathroom riser can be encapsulated rather then removed – a significantly cheaper and faster method of remediating it.

The specification will also define what equipment needs to be used and where it should be located; for example, the type of decontamination unit to be used. Without a specification the LARC has little choice but to price the job based on a worst-case scenario, i.e. removal of all ACMs even where this is not required, at significant cost uplift or they will price to remove what is on the register – and after the cost proposal has been completed, you will find extras and programme delays as the predictable additional asbestos items come to light.

The specification will provide a more forensic interpretation of the inventory of asbestos-containing materials that will almost certainly reduce the volume of removal work and also enable the contractor to dovetail refurb works around the remediation phase to generate

programme savings. The housing association can do its bit to reduce the overall cost by including the preparation of an asbestos remediation specification into the scope of works during the tender stages.

Asbestos-related emergencies

Our second theme concerns asbestos-related emergencies, which do occur in the real world, despite the implementation of robust health and safety management systems. Asbestos removal is not an exact science and, while the process has been continuously refined in the last 30 years since licensing was introduced, things can still go wrong.

For example, asbestos survey data can be missed by the surveyor; more asbestos can be found than previously indicated in the asbestos management plan; ACMs can be disturbed accidentally by refurbishment operatives and dispersed during the removal process; and visual inspections and/or air tests can fail requiring further remedial work, delaying handover of an area. This last one is becoming more common as increasing attention by the HSE is driving up analytical standards.

Let us examine a typical scenario: AIB has been identified in the airing cupboard and bathroom of a three-bedroom flat occupied by elderly tenants. The removal contractor estimates that a two-person team will need no more than six hours to remove it. The RLO organises for the tenants to be decanted to a community facility for the day – and is present at 9am when the handover takes place and arranges to organise reoccupation at 5pm.

The removal works take longer than expected and at 4:30 pm the stage-2 air test fails – requiring a second environmental clean. This needs to be scheduled for the next day, perhaps because the analyst has commitments elsewhere, or the operatives do. Alternatively, by the time the site is cleared there is no access to the bathroom or the master bedroom before 8pm and the occupants wants to take their medication and go to bed. The RLO therefore needs to find alternative overnight accommodation for the tenants at short notice, which is expensive, time-consuming and causes no little distress.

Managing tenants' expectations

We therefore recommend that the contractor's RLO should be involved in the drafting of the contract's emergency plan at the lead-in phase. This will allow them to have alternative accommodation in place and, perhaps more importantly, give them the opportunity to manage the tenants' expectations. Perhaps a cut-off point of 4pm should be defined as the trigger point for activating the contingency arrangements.

The emergency plan should also cover the asbestos survey phase – there are instances where intrusive works to sample materials have led to ACMs being exposed that cannot be easily or quickly reinstated. The plan for the survey phase should include provision of an LARC and an analytical consultant to be on call to attend within two hours. The RLO also needs to be involved, as decanting and alternative accommodation for tenants may also need to be sought.

Incorporating an asbestos remediation specification into the scope of works and involving the RLO in emergency planning at the outset will require a modicum of investment in both time and cost. However, we strongly believe that it will pay dividends, especially if implemented across all planned and reactive maintenance and refurbishment schemes. An ounce of prevention is worth a pound of cure.

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