

Appendix 1

12 Building Related Contracts Stage 1 Summary of Observations - 20/004

Observation	Response
Please give details of the works proposed to take place	The notice is not about works that are currently planned to be undertaken to your block or estate. The Council is proposing to procure contractors that it will enter into agreements with to undertake works (contracts 1-12 in the notice) to its housing stock as and when such works (day to day reactive repairs rather than planned major works) are required throughout the borough.
How much will these contracts cost me as a leaseholder?	While an estimated value has been provided, we are unable to provide estimated leaseholder contribution. This is because the contracts largely relate to works or surveys which may be required immediately and cannot be anticipated in advance
I am a freeholder, how does this affect me?	Some freeholders are still liable to contribute towards works. Freehold properties lie on estates, or sometimes have common features with neighbouring properties. Although there is no requirement to consult freeholders regarding works or long term agreements, you have been issued with the notice to inform you of our intention to enter into a long term agreement. However, if your freehold title has no covenants to contribute towards works to common features, or your property does not lie on a Camden estate, the agreement will not apply to you
Please provide details of the tenders	These will be available as part of the second consultation with leaseholders.
I would like to carry out repairs to the building myself	Camden is responsible for the building, including common internal areas. Repairs and maintenance must be arranged by Camden, as Freeholder, as we are obliged to do so under the terms of your lease
Our building has received works in the last few years	Even if your building received works recently, maintenance will still be required. These contracts are not for planned works, but for reactive repairs which may be necessary at short notice/ Repairs may not be necessary at this time, but may become necessary during the term of each contract
I would ask that Camden evaluate social value as part of the contractor evaluation process	Yes, this is considered as part of the process
I do not agree with Camden not allowing leaseholders to nominate contractors	Camden is not inviting lessees to nominate persons from whom it should try and obtain an estimate for the relevant matters because public



	notice of the relevant matters is to be given. The value of the proposed contracts is such that as a public authority, Camden is required to advertise the agreements by way of a public notice
Some of the contracts appear to relate to agreements already entered into (Framework agreement for planned works). Why is this necessary?	While there is some similarity between the lots of the framework agreement consulted on earlier, and the 12 building-related contracts (in that there is reference to, for example, roof works in both), the framework agreement is intended to be used for large planned maintenance projects (which may be scheduled several years in advance of taking place), whereas the 12 building-related contracts are intended primarily for repairs which may be necessary in a relatively short timeframe to address an immediate problem. As such, they are quite different from planned works programmes in both scale and timeframe.
I believed Camden intended to bring more repairs in house	This is still the case. The 12 building-related contracts will support Camden's repair team while this take place
Who will decide whether works are necessary?	Reactive repairs are generally reported by residents. This may be followed by inspections and surveys. These may be carried out by Camden's repairs service, or contractors or consultants acting on our behalf. However, in all cases, the necessity and scope of any works proposed will be decided by Camden's repairs service.
Will leaseholders be consulted on works prior to them taking place?	Yes, leaseholders will be consulted if estimated contributions are expected to exceed £250
Leaseholders should not be recharged for works to kitchens, bathrooms etc. of tenanted properties	Leaseholders will not be recharged for works which are internal to tenanted flats, such as kitchen fittings. Leaseholders will only be recharged for works in accordance with the terms of their lease
The proposed duration of the agreement is too long	Long-term agreements are common and are found to provide value for money compared with agreements of shorter duration. Although the duration of each of the contracts is expected to be 5 years, there is an option to end the contract at the end of year 3