| Observation  | Response  | Number like this |
|--|---|------------------|
| I am a Freeholder, please amend your records. These works do not concern me. | There is no requirement for the Council as a landlord to consult with freeholders under the Landlord and Tenant Act 1985 (as amended). However, that does not mean that freeholders will not be expected to contribute towards some repair works carried out on their estate/ block under this contract if it is described in their transfer agreement. For that reason freeholders have also been notified of the Council's intention to tender for a new contractor(s). | 11               |
| DEFINITIONS  |   |                  |
| I don't understand the Notice. What does it mean?                            | How will this Proposal Affect Me?  Camden wishes to enter into a contract for 5+ years with a Repairs Contractor.  The Repairs Contractor will carry out day-to-day Building Maintenance and Repairs as they become necessary.  A similar contract is currently in place but this contract ends in October 2012.  No works are currently planned at your property - it is just the appointment of a contractor we are talking about.                                      | 2                |
|  | Further Consultation If repairs costing you more than £250 are necessary, we will send you another letter about them  What Happens Next? The contract will be advertised across the European Union. You will get another letter from us later this year, telling you the result of this, and suggesting a contractor who we wish to give the contract.  Observations  |                  |
|  | If you want to ask anything or make any suggestion about this contract please write and send it in (either by post or email).   |                  |
| Please define the term 'specific works' as used in the Notice                | The term 'specific works' refers to works that have been specified  | 11               |
| The report refers to DLO and CBM. What are these?                            | DLO stands for Direct Labour Organisation which is another name for an in house maintenance department. CBM is the acronym for Camden's DLO Camden Building Maintenance.  |                  |
| Please explain what you mean by 'qualifying works' and provide a list.       | The term "qualifying works" means works on a building or any other premises - that is works of repair, maintenance or improvement.  |                  |
| What is the pricing structure  | A reactive repairs agreement already exists (recharged through your annual service charge)  |                  |

|   | however this is due to expire at the end of the financial year. The agreement we are proposing is very similar in the way it has been specified and exact in the works it will concern. As required at the moment the successful contractor(s) will undertake to carry out all works orders placed by the Council at rates agreed at the start of the contract. These rates are agreed in accordance with the national schedule of rates which is a comparison guide for what items of works should costs.   |    |
|---|--|----|
| What are the advantages of having a "contractual structure" within which day-to-day maintenance and repairs can be carried out                          | It provides a framework for repairs to be undertaken in a timely manner which otherwise will not be the case if we may have to source out various contractors for different jobs as and when required  |    |
| What constitutes a day to day repair. I don't think costly one-off pieces of capital works (e.g. roof replacement) should be included in this contract. | The agreement is for unplanned works that the Council has to carry out in order to maintain the structural fabric of the housing stock. These works are paid for from the Revenue budget. The works include roof repair, window repairs, repairs to boundary/partition wall, repairs to communal areas, damp proofing etc. A draft tender report will be issued to the interested contractor(s). Incorporated will be a description of what works will be included so there is no confusing of what will be expected.  |    |
| What is a measured term contract?   | Measured Term Contract (repairs) – This is an agreement with a contractor(s) to provide goods or services which lasts for more than twelve months.   |    |
| What are void works?  | Void Works – This is repair works carried out to empty housing stock. Leaseholders are not obligated to contribute towards the cost of works to the internals of dwellings   |    |
| LENGTH OF CONTRACT  |  |    |
| Why is it regarded as cost effective to guarantee contractors a certain number of years' work?  | To tender annually or individually every time work were necessary would not be a practical due to the amount of time and resource this would require. Contractors will only be guaranteed work if they continue to meet the appropriate standard. Any work that is substandard will be made good without reimbursement. Regular failure to meet the required standard will result in the determination of the contract.  A long term contract enables contractors to plan more effectively, to retain staff and train them up, invest in the tools to do the job and become familiar with the housing stock. All of these things, it is believed, will contribute to improving the efficiency and effectiveness of the contractors and lead to improvements in the service they deliver. | 12 |
| What are the Council's reasons for entering into long term agreement, abandoning the flexibility of the existing day to day repairs regime?             | The objective of this long term agreement is to minimise cost whilst providing a practical solution to Camden's day to day repair obligations. The existing day to day repairs regime is based on a similar long term agreement that is due to end in October 2012.  | 12 |
| Could the Council explain why foregoing the right to choose a contractor for every major  | The majority of works covered by this contract will be relatively low cost in construction industry terms. For higher value items of work this contract will be used only where the cost remains   | 11 |

| piece of work in favour of restricting itself to the right to have an initial tender is likely to be more cost effective on average or over a two or three or four year period?  | competitive and/or the works are too urgent to conduct a full tender exercise. Camden has chosen to retain a 5 year contract period based on our previous experience with this kind of contract.   |   |
|--|--|---|
| Five years is too long, what if they are incompetent   | A long term agreement is required in this case due to the size and regularity of the works.  The long term agreement will be for a five year term with a break clause at the end of three years. However the agreement will be kept under regular review to ensure that it delivers the intended financial and quality benefits  | 4 |
| Maximum terms should be between 3 - 5 years - not any more. Experience shows that with long term contract, contractors become complacent and work becomes sloppy and is Camden is 'tied' to the contract. Are there 'let-out' clauses?   | Your comments regarding the term of the contract have been duly noted. The Council will make sure that the new contract will enable it to take action in the event of major service delivery failure or should performance be consistently poor over a period of time. This could include contract termination.  |   |
| Is the length of the contract the same as before?  | The long term agreement will be for a five year term with a break clause at the end of three years. However the agreement will be kept under regular review to ensure that it delivers the intended financial and quality benefits. Camden will also keep the agreement under frequent scrutiny through regular performance meetings with the contractors and through the Quality Audit framework.   |   |
| A 12 month contract, reviewed annually based on performance would be better  | Due to the size (borough wide) and nature of the Long Term Agreement (LTA) for day-to-day repairs previous experience has highlighted that a minimum 5 years agreement (with a break clause at the end of 3 years) is the most practical time frame for this type of contract. To tender annually would not be a practical due to the amount of time and resources this would incorporate. Also this would not allow us to accurately review the existing contractors performance. Camden will keep the agreement under frequent scrutiny through regular performance meetings with the contractors and through the Quality Audit framework. | 2 |
| Once the contractor has a long term agreement, why would they get their most experienced personnel on the job, who could probably be utilised on a more lucrative job? You cannot guarantee that the expertise will lie in the people who eventually carry out the work, or that the contractor will be the best candidate for the job in the future | Having a long term contract in place allows the contractor to gain valuable experience in managing a large Council stock that has various repairs and maintenance issues effectively. Although we cannot guarantee the exact level of expertise that the contractor will use in carrying out the works, a standard will be required for the works undertaken, to ensure the contractor complies with the requirements and obligations of the contract  | 2 |

| I do not understand how an agreement with one contractor allows the repairs to be undertaken in a timely manner. I am not convinced by the proposal for a long term contract awarded to one contractor.  | The detail of the tender document is yet to be finalised and we do [not] currently know how many contractors will be appointed to carry out the work borough wide. The Council has always had term contracts in place for day to day repairs that has always included minimum response times in regard to various items of work. This will be maintained.  |    |
|--|--|----|
| I object to Long term contracts as they lead to higher costs and major rather than minor repairs   | The objective of this long term agreement is to minimise cost whilst providing a practical solution to Camden's day to day repair obligations. A long term contract will enable contractors to plan more effectively, to retain staff and train them up, invest in the tools to do the job and become familiar with the housing stock. All of these things, it is believed, will contribute to improving the efficiency and effectiveness of the contractors and lead to improvements in the service they deliver. |    |
|  | Works are generally in response to resident demand - if you feel unnecessary works are being carried out you should evidence and dispute this as you see fit.  |    |
| MINIMISE COSTS/ PRICES   |  |    |
| How much weight has the Council given to the minimisation of costs in its decision to award long term contracts for day to day repairs rather than appoint contractors as required? Why has the Council decided to award long term contracts in respect of all works, and not merely in relation to a value of, say, £ 250,. 500., or 650 pa. per unit?            | The objective of this long term agreement is to minimise cost whilst providing a practical solution to Camden's day to day repair obligations. We do not believe that it would be practical to have a cut-off price point for works. If you feel that the cost of any works invoiced to you are unreasonable, you should evidence why you feel that and dispute the invoice for the works.   | 12 |
| Please specify and particularise any safeguards the Council will insist on when appointing a contractor which will enable leaseholders to obtain alternative quotes and ask the Council to appoint additional contractors instead of those which have been awarded the proposed contract for works above the aforementioned threshhold sums pa. per unit of £ 250? | Any works exceeding £250 per unit will be subject to a further Section 151 consultation. If leaseholders suggest a significantly better alternative contractor during that leaseholder consultation process, this option will be considered (although the requirement to restart a full consultation, and the delay involved in doing so, will form part of the consideration).  | 15 |
| Please specify and particularise any safeguards the Council will insist on when appointing a contractor which will allow the Council to  | If Camden proceeds with the works using the agreed Day-to-day Repairs contractor and you feel that the proposed works/ cost do not reflect the actual works or are otherwise unreasonable, you should inform Leaseholder Services so we can investigate this; ultimately you can dispute any   | 15 |

| checking up on them or controlling them  | successful contractor enabling full transparency of costs. Any costs that leaseholders feel are unreasonable will be available for interrogation and dispute if necessary. Furthermore as the   |   |
|--|---|---|
| Costs are too high compared to private rates obtainable.   | contractor is appointed on a long-term basis, it will be more straightforward getting them to return and make good works which are substandard.   |   |
|  | Value for money and quality of service are also high priorities when recommending the winning contractor to leaseholders.   |   |
| This sounds expensive please keep costs down   | The London Borough of Camden is committed to providing Best Value and Value for Money for the services that it provides to it's Leaseholders, Freeholders, and Tenants, and as such will endeavour to ensure that these are adhered to when awarding such term Contracts.   | 2 |
| The current contract costs for Reactive Repairs are too high and long term agreement is not a good idea unless costs are reduced.  | The Council considers term contracts for the provision of day-to-day repairs and maintenance to be more economical and practical. We can deal will repairs reported by residents more efficiently and with contracts of this kind, long-term agreements can help to achieve savings.  | 3 |
|  | The long term agreement will be for a five year term with a break clause at the end of three years. However the agreement will be kept under regular review to ensure that it delivers the intended financial and quality benefits.   |   |
| Will the new contract provide for jobs to be priced using a schedule of rates? If not, what pricing structure will be stipulated   | The details of the contract have not been agreed at this stage. It is the intention that the contract will operate under open book accounting arrangements which will see costs broken down into the estimated cost of labour and material. Some items may be subject to a fixed price, for example scaffolding per m2  | 2 |
| What are the advantages of a "pricing structure"? It should be the lowest price that you are concerned with. I would expect the Council to have amassed the experience from previous years to determine how much maintenance and repairs should cost | Point noted. The detail of the tender document is yet to be finalised. The contract will be tendered Europe wide and the pricing for works will be based on pre-agreed schedule of rates between the Council and the winning contractor.  |   |
| Will our annual service charges be reduced   | Due to the irregular nature of the works and the way they are reported (usually by residents contacting the Repair Team) it is impossible to state how much the Council will spend on reactive repair works within contract period or if works/costs will affect a specific dwelling(s). However the objective is to gain the most competitive tender possible. |   |
| PI explain why CC is proposing to enter into long term agreement in an economic climate of recession where it will be relatively easy to   | The strategic decision has been explained previously. The use of open book accounting arrangements (to examine labour & materials costs and identify on-going cost reductions and more efficient ways of working) should allow Camden to target and achieve cost saving   |   |

| obtain discounts from contractors?   | throughout the contract. The initial targets for cost reduction and equippe over time will be  |  |
|--|--|--|
| obtain discounts from contractors?   | throughout the contract. The initial targets for cost reduction and savings over time will be determined by the tenders submitted and the outcome of the competitive dialogue process.   |  |
| How are these charged out to Camden - is there a standard charge. What if a job is not in the 'normal repair job spec'?  | If a repair job is not carried out under schedule of rates for the Long term qualifying agreement, the Schedule 4 (Part 2) consultation procedure is followed. There are three stages of consultation:  (i)Pre-tender stage - Notice of Intention is served, allowing for responses and contractor nominations, obtaining estimates from prospective contractors.  (ii)Tender-stage consultation - Notice of Estimate is served, allowing leaseholder to inspect the proposals and inviting observations.  (iii) Award of contract - once all observations have been responded to, a letter of Notification of the award of contract is sent to leaseholders. The notification of appointment will include a summary of all observations received and the responses given, as well as the reasons for the selection of the contractor. |  |
| How would leaseholders know that the contractor is not overcharging Camden - which is then re-charged to leaseholders in increased service charge. The leaseholder is the 'scapegoat' as any 'over-charge can be absorbed by the leaseholder' mentality comes to mind. | If a leaseholder believes he/she is being overcharged or even should not be charged at all for a given repair job, they have the right to dispute any invoice we issue them with either directly with Camden or else via the Leasehold Valuation Tribunal.   |  |
| Will winning contractors be held to fair pricing and not hidden costs. Please check costs don't escalate as tends to happen when works are contracted out  | The proposal is to enter into a new contract with suitable contractors to undertake the day to day reactive repairs as the current contract we have is coming to an end. You will only be required to contribute towards any work that is actually carried out to your block and/or estate in line with the terms and conditions of your lease.  As required at the moment the successful contractor(s) will undertake to carry out all works orders placed by the Council at rates agreed at the start of the contract. These rates are agreed in accordance with the national schedule of rates which is a comparison guide for what items of  |  |
|  | works should costs.  |  |
| Will this contract be cheaper than the existing one  | No it is not likely that costs will be lower than the existing contracts that were entered into about 5 years ago. Taking inflation in the industry into consideration the Council will ensure value for money in awarding the contract.   |  |
| Cost of Repairs under £250 should be capped  | It would not be practical to impose a limit of £1000 per year for reactive repairs, as they are  |  |

| at £1000 per year   | entirely dependent on necessity. To do so would result in Camden refusing to carry out required works without a good enough reason.  |    |
|---|--|----|
| Is there a cap on the number of repairs under £250 that can be carried out  | Day to Day repairs refers to any work to the block that is not planned, but is usually reported to us for example a leaking roof or gutter, hence these works are difficult to predict because we do not know what type of repairs or how many we will need to carry out during the course of the financial year. There is no cap on the amount that may be re-charged.  |    |
| Prices should be fixed and capped   | As required at the moment the successful contractor(s) will undertake to carry out all works orders placed by the Council at rates agreed at the start of the contract.  |    |
| NECESSITY OF WORKS  |  |    |
| Works that are in the spec or clearly called for are not often done and some costs are excessive  Please specify any safeguards the Council will  | If Camden proceeds with the works using the agreed Day-to-day Repairs contractor and you feel that the proposed works/cost do not reflect the actual works or are otherwise unreasonable, you should inform Leaseholder Services so we can investigate this; ultimately you can dispute any invoice which is sent to you, if you feel it is unreasonable.  | 30 |
| insist on when appointing a contractor which will ensure that only necessary works are carried out  | Works are generally in response to resident demand, if you feel unnecessary works are being carried out you should evidence and dispute this as you see fit.   |    |
| Works should be necessary, specified, checked against existing guarantees and insurance. This is not currently the case. How will Camden ensure this becomes standard practice in future  | The Council does not disagree with your statement and aims to meet these standards as a matter of course. However there is always room for improvement and the Council's aim in entering into these long term agreements is to improve delivery of the repairs service to residents, to increase value for money and increase the efficiency of the service over time. The Council has also been piloting a right first time approach to repairs which will be extended to cover the whole borough. The right first time approach has enable us to better manage jobs end to end through closer working with the contractors and liaison with residents. The Council believes this approach will ensure that we only carry out works that are necessary to maintain the housing stock in good order. | 2  |
| I hope there will be detailed information on works so we can check works carried out  | If you receive an invoice you wish to question please contact the Collections Team who will investigate your issues with our Repairs Team.   | 2  |
| There should be an undertaking for prompt assessment of any necessary repairs and a rapid schedule of when works are to be carried out. The current system results in repairs taking literally years to be attended to and leaseholders left totally in the dark as to when | The majority of Day to Day repairs are reported to the London Borough of Camden by residents in the block, for example a leaking roof. If the works are not necessary they will be cancelled. The delay you mention may be due to the leasehold consultation period (minimum of 30 days). A consultation notice is necessary if the landlord wishes to recoup the full contribution from any leaseholder incorporated in the works if it is in excessive of £250.00. Works where leaseholders' contributions are estimated to be under £250.00 do not require consultation.  |    |

| repairs are scheduled to be done.   |   |    |
|---|---|----|
| QUALITY OF WORKS/ CHECKING &  |   |    |
| SUPERVISION OF CONTRACTORS  |   |    |
| Under what conditions will the Council be able to terminate the long term contracts?  | The contract is currently being drafted. The previous contract (which this contract will be based on) allowed for determination with 6 months notice without reason. Determination for failure to comply with the CDM Regulations or failure to comply with obligations under the contract was  | 15 |
| What quality guarantees will CC insist on?  | also possible at shorter notice (minimum of 24 days). Immediate determination of the contract was possible if either bankruptcy or corruption in relation to this or other contracts with Camden was proved.  Any work that is substandard will be made good without reimbursement. Regular failure to meet the required standard will result in determination of the contract.   |    |
| Value for money. Empirical evidence has shown that for previous minor repairs and capital works invoiced in my annual service charges, value for money has not been the case also combined with great difficulty in getting itemised breakdowns to examine these charges. These long-term contracts lead to contractors charging what they like as they know they have a long-term contracted agreement. This also encourages shoddy workmanship. | Itemised breakdowns for annual service charges are available on request; these can be interrogated further by questioning the works orders listed in the breakdowns. This interrogation can now be carried out over the internet through Camden's website. If you want to go through your bill in detail with a Camden Officer you can request a meeting and someone will help to go through it with you. Costs will be based on labour, materials and overheads, if - for any repair job - you feel any of these is overstated or unreasonable you should challenge this. If you experience shoddy workmanship you should report the job back to repairs for them to make good.  | 8  |
| Nobody carries out a site visit to prepare a priced specification/schedule of works; Nobody checks the works are correctly carried out or that Camden gets value for money  | Works are generally carried out in response to resident request or following identification by officers during the course of their work. The majority of works are small low cost works, but in the event of larger and potentially higher cost items being required, an inspection will take place and a detailed specification issued setting out the works necessary to remedy the fault. It would not be cost effective to inspect all works, but the Council does carry out quality checks on a sample of all works, with higher cost jobs receiving a larger percentage of the checks. For major works, a contract manager will be allocated to oversee the works and they will often be supported by a clerk of works who will regularly visit the sites and liaise with the contractor at all stages of the works to ensure the job is done correctly and to the specification. | 8  |
| Although low cost is desired, quality is also important   | With contracts of this kind, long-term agreements can help to achieve savings as the Council will not have to tender to obtain prices for each individual job or re-tender a number of individual contracts each year.  Value for money and quality of service/ ability to deliver satisfactory workmanship are high  | 9  |

|  | priorities when recommending the winning contractor to leaseholders.  |   |
|--|---|---|
| What guarantees will you give to leaseholders about price and quality?  Contractors working for Councils charge what   | Higher value jobs will always be checked but for the lower value works this is not always cost effective. For these jobs we rely on the integrity of the contractor and residents reporting when things have not been carried out to a reasonable standard. If we become aware of a particular sub-contractor (or indeed main contractor) whose work is not reliable, we will monitor their   | 8 |
| they like with no-one checking.  | performance more closely and of course we retain the right to withhold payment for any unsatisfactory works. If you become aware of any works that are not carried out when they  |   |
| I have no confidence in Camden's ability to manage it's repairs service in a fair and reasonable manner.   | should have been, please report this to Housing Repairs (020 7974 1212). If you think the cost of any item of work charged to you can be shown to be vastly inflated or unfair because the job was not carried out, you should provide this evidence and dispute the cost charged to you.   |   |
|  | We seek to learn from previous experience and continuously improve, with this in mind in future repairs contracts we are looking to operate a system based on Right First Time  |   |
|  | principles. Under this system we are seeking to improve the cost effectiveness of the repairs service through a reduction in the level of repeat orders and the number of visits required to address a repair.  |   |
| How do we ensure that there is no 'abuse' of the service provided by the contractors and that we are not being asked to cough up for a sub - standard service, or worse, for a lack of it? | We are not anticipating entering into this agreement with any contractors who are not suitable in their ability to deliver satisfactory workmanship. However if this scenario was to occur the 'conditions of the contract' would be followed and a resolution found. ('conditions of the contract' is available to view)   | 4 |
| I request that there are sufficiently robust provisions In the agreement with the Contractors to deal with. amongst other things. quality control and complaints procedures.               | The detail of the agreement is still being drafted, but will address the issues of quality control and complaints procedures as well as resident satisfaction and value for money.  | 2 |
| One of the problems inherent in the current system is that there is nobody who is familiar with the estate - Estate Manager - who sees the job through from beginning to end               | The Council believes that by entering into a long term agreement, the contractors' workforce will become familiar with the areas and develop knowledge and understanding of the issues relating to Camden's diverse housing stock   |   |
| If we are being overcharged or works are not done who can we complain to   | Should you believe you are being overcharged, billed for work that has not been done or for work that did not need to be done or generally feel dissatisfied with the maintenance and repairs service provided by Camden, you can make a complaint to the service manager or a complaints officer. In addition to Camden's internal complaints procedure, you of course retain the right to dispute any invoice we issue to you via the Leasehold Valuation Tribunal. |   |
| Contractor must be able to meet obligations of   | Your comments have been noted, and forwarded to the project Manager for information.  | 2 |

| time constraints. Liaison with other tradesmen must ensure that appointments are kept or rescheduled as well as being aware of the nature of the work itself, rather than ask the resident. Could the contractors notify the residents if they are unable to attend?  Training schemes should be available for those workers unqualified in building work. Leaving tools in residents homes is not good practice. | We are not anticipating entering into this agreement with any contractors who are not suitable in their ability to deliver satisfactory workmanship. However if this scenario was to occur the 'conditions of the contract' would be followed and a resolution found.   |   |
|---|---|---|
| From personal experience with Camden's repair services, I have found myself taking time off work to attend the repairman, only for him not to show up. I cannot call them directly nor can I be given a precise time of appointment. It is a quality of service I have only witnessed by contractors of the council - carefree, assured of the rewards regardless of their professionalism or workmanship.        | Contractors are not paid for not keeping their appointments to carry out a scheduled repair. Repairs carried out should be completed to the standard required by the Council.  The Council will make sure that the new contracts will enable it to take action in the event of major service delivery failure or should performance be consistently poor over a period of time. This could include contract termination         | 4 |
| What performance indicators will Camden use to ensure the contractor is delivering the required level of service  | Camden will agree a set of local performance indicators (PIs) that enable a meaningful evaluation of the service delivered rather than using standard PIs which may not enable a true picture to be obtained.  Examples of PIs that might be used include:  1. The number of visits per repair.  2. Full end to end time for repairs to be completed  3. Resident satisfaction  4. Reduction in no access visits by contractors |   |
| How will Camden monitor the use of sub-<br>contractors  | At all times the main contractor remains responsible for the quality and timeliness of the works carried out and is responsible for carrying out reasonable checks on the standard of works of their sub-contractors  |   |
| Will the contract provide for the contractor to guarantee that the housing stock is kept in good repair   | The contractor will work with the Council to ensure that the housing stock is kept in the best repair possible within the resources at its disposal   |   |

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| How will CC monitor that costs are reasonable and works of a reasonable standard?  | The Council will aim to keep the cost of the repairs service competitive and providing value for money throughout the life of the agreement by the use of open book accounting arrangements and on-going dialogue with the contractor. Leaseholders are entitled to challenge the cost of works if they feel that the proposed works/cost do not reflect the actual works or are otherwise unreasonable.  The Council is seeking to improve the cost effectiveness of the repairs service through the following measure which will be set out in the agreement implementation of the Right First Time principles which will see a reduction in the level of repeat orders and the number of visits required to address a repair managing the work end-to-end in line with Right First Time and the closer integration of client and contractor teams efficiency targets will be included within the contract to reduce the level of overheads and delivery costs over time open book accounting arrangements that will enable the Council to analyse the cost of delivering works and break this down by labour and materials. This will enable the Council and contractor to identify the scope for cost reductions or more efficient working |              |
| Having the right resources to manage a repair.  Surely this is a prerequisite for hiring any qualified contractor  | Point noted. This supports the reason why we need to have a contractual structure in place with the right contractor(s) before repairs or maintenance issues arise   |              |
| Consistency is not always a positive. If the quality of the work is good than it's good. But I am yet to see the contractors on my Estate complete their work to a standard that I would be content with | The main aim of this procurement exercise is to ensure service delivery is improved and continues to improve. The detail of the new contract is yet to be drafted, but the Council will make sure there are sufficient controls in regard to performance standard that the Contractors will be required to achieve   |              |
| I think any agreement should involve a sample trial of quality of works.   | This suggestion has been forwarded to our contract team.   |              |
| Another independent contractor getting unreasonable profits for unsupervised works   | We are not anticipating entering into this agreement with any contractors who are not suitable in their ability to deliver satisfactory workmanship. However if this scenario was to occur the 'conditions of the contract' would be followed and a resolution found. ('Conditions of the Contract' is available to view)  |              |
|  | As required at the moment the successful contractor(s) will undertake to carry out all works orders placed by the Council at rates agreed at the start of the contract. These rates are agreed in accordance with the national schedule of rates which is a comparison guide for what items of   |              |

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|  | works should costs.  |    |
| PI explain what remedies leaseholders will have if the contractors do not carry out reasonably | Leaseholders' rights remain as defined in their individual leases. In general terms, if necessary repairs are not carried out or not in reasonable time or not up to a reasonable standard or not at |    |
| necessary repairs, do not do so in reasonable  | a reasonable cost or not in a reasonable way in terms of the environment, then the leaseholder   |    |
| time, do not do so up to a professionally  | should make this clear to the Housing Repairs section and/or Leaseholder Services, in order that   |    |
| acceptable standard and/or do so at excessive  | any fault or failing can be addressed, either by works or adjustments to their individual recharge.  |    |
| expense and/or fail to consider more cost  | any fault of failing carried addressed, entirelity works of adjustments to their individual recharge.  |    |
| effective or environmentally sustainable   |  |    |
| alternatives.  |  |    |
| Will CC insists on inserting clauses in the  | I am sorry but it is not clear what breaches of contract or faults you are referring to. Nonetheless   |    |
| proposed agreements which will safeguard CC's  | I can reiterate that the Head of Legal Services has been consulted and the proposed long term  |    |
| and leaseholders' position in relation to any of   | agreement will be based on an established contract format which has been developed by  |    |
| the breaches of contract or faults mentioned?  | contract law specialists external to the Council. Clauses in relation to service failure or  |    |
| the processes of contract of facility mornion.   | contractor misconduct will be included.  |    |
| Our experience to date is that Repairs are not   | We are not anticipating entering into this agreement with any contractors who are not suitable in  |    |
| carried out in a timely manner. How will this  | their ability to deliver satisfactory workmanship. However if this scenario was to occur the   |    |
| contract change matters?   | 'conditions of the contract' would be followed and a resolution found. ('Conditions of the   |    |
|  | contract' is available to view)  |    |
| CONSULTATION WITH LEASEHOLDERS   |  |    |
| How precisely will the Council take heed of  | Camden will have regard to all leaseholder observations. Depending upon the observation this   | 18 |
| Leaseholders' observations?  | will involve replying to the observation with explanations, passing the contents to the project  |    |
|  | manager for consideration, amending the tender/ contract to account for leaseholder  |    |
|  | suggestions, etc. When Camden (in it's position as freeholder) agrees with an amendment/   |    |
|  | variation suggested by a leaseholder or leaseholders, it will modify it's position.  |    |
| What precise additional consultation will apply  | Commonhold and Leasehold Reform Act 2002, Section 151. Service Charges (Consultation   | 13 |
| for works above £250. Pl particularise any   | Requirements)(England) Regulations 2003, Schedule 3 consultation will take place for works in  |    |
| additional rights accruing to leaseholders in  | excess of £250 per unit. This requires Camden to issue a notice to each leaseholder and  |    |
| relation to these  | Recognised Tenants Association at the property which describes, in general terms, the works  |    |
|  | proposed to be carried out; gives the reasons for the works, states the total estimated  |    |
|  | expenditure, invites observations in writing, gives address to which observations must be sent,  |    |
|  | states that they must be delivered by the due date, gives the date on which the consultation   |    |
|  | ends. Camden must have regard to any observation made. Where observations are made   |    |
|  | Camden must respond directly in writing to the leaseholder within 21 days of receipt stating it's  |    |
|  | response to the observations.  |    |

| Under what precise conditions will leaseholders have a right to suggest, and ask the Council to consider or to appoint more cost effective contracts for all works, works above a certain threshold and works that are not absolutely necessary? | The Council is committed to working with residents to improve services. Leaseholders, both as individuals and as members of formal bodies such as Leaseholder Forum, are entitled to make recommendations at any time in relation to the Council's services.   | 11 |
|--|--|----|
| Please give historical examples of when and how CC modified its position on the basis of leaseholder's observations?   | Numerous contracts have been cancelled or changed in relation to leaseholders' observations, usually these will be either because works are not required, non-essential, or else the leaseholder suggests an alternative solution. It should be noted though that most contracts don't alter significantly, since they are usually arranged in response to either a survey or a resident request stating that works are necessary.  Below are a few examples of relatively large contracts that have been cancelled or modified recently as a result of leaseholders' observations; in addition vast numbers of the smaller day-to-day repairs contracts will vary depending upon requirement (sometimes pointed out by leaseholders) unfortunately I don't have details of these to hand.  Decent Homes Contracts at 248 Gray's Inn Road, 5 Cubitt Street, 19 Cantelowes (amongst others) were cancelled when leaseholders successfully argued that the works were not essential. Dunboyne Road Estate residents argued that their blocks should be listed; Camden put works on hold while residents proceeded with an application granting them listed building status, leading to a revised schedule of works being prepared by Camden.  Walker House Decent Homes Contract is subject to a reduction in estimate due to reexamination of the quality of previous works, partly due to leaseholder questions.  Kilburn Vale Estate Heating Works were cancelled and are currently being re-drafted due to leaseholders wishing to have individual boilers rather than a communal system.  Chalcot's Estate Carpark Lighting was initially proposed as resident groups wanted better Carpark security and later stopped because leaseholders objected to cost. | 5  |
| Will the Leaseholders Forum be consulted and will its observations be taken into account?  | All leaseholders and RTA's are being consulted on this boroughwide contract. The Leaseholders Forum is free to raise any concerns or issues it has with this contract through it's leaseholder members. Any observation submitted by a leaseholder or RTA will be given due regard.  | 5  |
| Complaints procedures: It is very difficult to get any reasonable discussion to do with repairs and works issues. My experience has been that  | I am sorry you have experienced problems in the past. Should you believe you are being overcharged, billed for work that has not been done or for work that did not need to be done or generally feel dissatisfied with the maintenance and repairs service provided by Camden, you  | 11 |

| staff has been both unsympathetic and inefficient.   | can make a complaint to the service manager or a complaints officer. Complaints procedure was then explained.  |   |
|--|--|---|
| I am concerned about lots of works being required and not being able to pay a large bill   | The notice is not to carry any planned works to your block but rather to renew the contract with the Council's long term contractors. You will only be required to contribute towards any work that is actually carried out to your block in line with the terms and conditions of your lease.   | 3 |
|  | If you do receive a major works invoice and are having financial difficulties, please discuss the matter with your Service Charge Collections Officer. He or she will be happy to assist you.  |   |
| I formally request that CC provide the assurances and all the information referred to in Schedule 2 to the Service Charges Regulations 2003? | The Notice of Intent includes all the required information.  |   |
| Leaseholder repairs take longer than those for tenants   | The delay you mention may be due to the leasehold consultation period (minimum of 30 days). A consultation notice is necessary if the landlord wishes to recoup the full contribution from any leaseholder incorporated in the works if it is in excessive of £250.00  |   |
| The repair and method/s to be used should be discussed with residents  | In accordance with the Commonhold and Leasehold Reform Act 2002, Camden Council, as your landlord, is obliged to inform you of any repair works where you are likely to contribute more than £250 towards repair work under the terms of your lease.   |   |
| Have residents been involved in considering whether or not a long term qualifying agreement is appropriate                                   | Leaseholders were consulted on the procurement strategy at a Leaseholder Forum meeting on 15th December 2011   |   |
| Please clarify the apparent disparity between the threshold for consultation in your letter (£250) and that in the statutory notes (£100)    | Further Consultation: A consultation notice is necessary if the landlord wishes to collect in excessive of £250.00 from any leaseholder incorporated within the proposed works. (Actual works)  Statutory Notes: The landlord can enter into a long term agreement (LTA) without consulting leaseholders however if any works/services carried out under that LTA would cost any leaseholder in excessive of £100.00 within an accounting period the landlord would be limited to that amount. In order to fully recoup leaseholders' contributions (over £100.00) a notice must be serviced for the agreement that the service/works falls under. |   |
| How will you notify leaseholders of works less than the threshold amount for consultation?   | Day-to day repairs which are carried out to your block/estate which fall under the £250.00 limit will not be consulted on. Your contribution towards those works will be incorporated into your annual service charge.   |   |
| We would like to be notified in advance of any works to the building including those below   | The limit of £250.00 is a legislative requirement and not something set by the Council. Unfortunately it would not be possible for us to inform residents of all repair queries and  |   |

| £250.  | works to the block/estate due to vast additional workload it would cause. Leaseholders are obligated to contribute to works that affect the communal external and internal areas of their block or estate, inclusive of the fabric and structure of the building. You will not be asked to contribute towards works within residents dwellings. If you require a breakdown of the block/estate repairs incorporated into your annual service charge please contact the Collection Team on 020 7974 4444 who will investigate your query. |    |
|--|--|----|
| The details for each repair should be sufficiently detailed for leaseholders to be able to understand what and where the job is  | Within the notice we only incorporate a brief description of the proposed works and the reason for the works. The notice also encloses a copy of the works order. If you feel this is not enough information please contact us to request a more detailed breakdown.   |    |
| THE CONTRACT & THE TENDER PROCESS  |  |    |
| Please can we view the contract?  In order for us to provide constructive input to the specification for day to day contractor sourcing, we need the tender specification.   | We have not yet determined the detail of the pricing document for the new contracts. A copy of the contract will be available after the second consultation is carried out. I advise you make your request at that time. At the moment, we have only issue a notice of intent, and the contract will still be at a draft stage.  | 2  |
| Please send us any available information even if it is still in draft form.  | I have attached an example tender document from the last procurement exercise. This includes the Camden schedule of rates.   |    |
| Will the Council repeat and re-advertise the public notice and invitation to tender if less than fifteen or twelve companies submit specific tenders?  | No. If no tender is received that Camden considers truly competitive, we will re-visit the tendering exercise. This is not dependent on the number of tenders received.  | 11 |
| Will the Council only consider tenders from companies that can guarantee that there are no personal, financial or other interests shared between company directors, senior employees, or sharedholders and any present or former employee of CC. | The tender exercise and the appointment process will be a matter of public record and open to scrutiny. Whilst it would not be practical (or legal) to insist that the Council only considers tenders from companies that have no shared interests with anyone who has ever had any connection to Camden; if any conflict of interest is shown which prejudices the impartiality of the tender process, it will be addressed to ensure impartiality.   | 12 |
| Will the council specify the precise weight it intends to give to costs considerations when appointing a contractor.   | Cost of contract will carry a 60% weighting against a quality weighting of 40%.  | 12 |
| Has the Council drawn up a list of precise criteria determining the choice of contractor and the weight to be given to each criterion  | Contractors expressing an interest in bidding for the contracts will first of all be required to complete a detailed questionnaire about their commercial, technical and financial capabilities. This will allow the Council to develop an initial shortlist of contractors who meet the required minimum qualification criteria. Contractors meeting these criteria will be invited to submit a bid   | 13 |

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|--|---|----|
|  | and the bid will be assessed by price and quality.  |    |
|  | The criteria to be used to assess quality are summarised below along with the weightings applied to each:  1.Understanding of Right First Time business model and other Council requirements – 25%  2.Organisation, management and staffing arrangements – 25%  3.Supply chain management and procurement of materials – 20%  4.Open book accounting arrangements, processes and systems, payment processes, information management, use of IT systems, business continuity and risk management – 20%  5.Management of health and safety aspects of works, including methods for ensuring compliance with all relevant legislation including the Construction (Design and Management) Regulations 2008, processes for identifying and managing health and safety risks, and |    |
|  | supporting the Council in monitoring compliance – 10%2  |    |
| Has the Council calculated how much it will save in administration and how much of that saving to hand back to leaseholders?   | The objective of this long term agreement is to minimise cost whilst providing a practical solution to Camden's day to day repair obligations. Calculating a notional saving – and then handing some of this out to leaseholders - is not part of the exercise. In theory leaseholders will benefit directly by the Supervision Fee associated with such repairs (for Contract Administration - currently 15.33%) remaining low.  | 11 |
| Please particularise all legal advice taken by the Council in relation to the drafting of the proposed long term agreements  | The Head of Legal Services has been consulted and commented on the procurement strategy and will continue to provide advice and guidance to officers and senior managers throughout the procurement process. The proposed long term agreement will be based on an established contract format which has been developed by contract law specialists external to the Council. In finalising the long term agreement, the Council will take the advice of its own Legal Services who in turn will be identifying good practice in contract law and applying it to the current contracts as appropriate.  | 12 |
| Has CC undertaken any surveys indicating the likelihood of major capital works for any block in the next five, ten, 15, or 20 years (e.g. replacement of communal heating) as part of the housing stock survey or not? | The Council carries out regular (every five years) stock condition surveys to support the development of its programme of works to the housing stock. The Better Homes programmes of internal and external works was informed by the last survey and we are currently undertaking a new stock condition survey which will inform priorities for future programmes. The stock condition survey will complete in March 2012 and the findings presented to the Council. Following this, residents will be consulted on priorities and the development of future planned programmes over the next 5, 10 and 20 years.   | 5  |
| Please specify with reference to historical examples of longer term contracts awarded by   | The existing day to day repairs contract is a long term agreement; experience from this particular contract has been most significant in deciding Camden's desired procurement strategy for day to  | 6  |

| CC why the Council is now proposing to award               | day repairs works going forward.   |    |
|--|--|----|
| long term agreements for day to day repairs.               |  |    |
| What savings does CC intend to secure or hope              | The Council's priorities in deciding to award a long term contract have been customer  |    |
| to obtain? and on what empirical basis based on            | satisfaction, quality, value for money, health and safety and improved management of repairs   |    |
| an impact assessment of its own experience                 | contracts. In focussing on value for money, the Council aims to reduce waste and inefficiency  |    |
| with long term contractors or comparative data             | and increase the effectiveness of the repairs service. Overall cost will be one of the determining   |    |
| from other councils?                                       | factors when the contracts are awarded, but a number of other criteria including a proven ability  |    |
|  | to obtain value for money through managing suppliers and sub-contractors effectively will be   |    |
|  | taken into account.  |    |
|  | The long term agreement will enable longer term financial planning, help smooth out financial  |    |
|  | ups and downs and allow the Council to work with contractors to identify reductions in overheads   |    |
|  | and more efficient working. Under the long term agreement, some works will still need to be  |    |
|  | tendered but the reduction in the number of tendering exercises will contribute to an on-going   |    |
|  | reduction in costs.  |    |
| Does the council have necessary resources,                 | Camden has extensive experience of and resources needed to evaluate the tender returns. All  | 14 |
| experience and capability to evaluate tender               | contractors interested in submitting a tender must complete a Pre-Qualification Questionnaire  |    |
| returns and ensure value for money over the contract term? | setting out details of their company; including financial information, evidence of previous work carried out, policies and practice in relation to Quality, Environment, Health and Safety and |    |
| contract term:   | Equal opportunities.   |    |
| Has the Council undertaken a detailed study                | Equal opportunities.   |    |
| based on the experience of other Councils, and             | Our procurement team assess the returns for mathematical accuracy, understanding of the  |    |
| has it developed a best practice evaluation for            | requirements and assurance that each request from the Council could be completed to a high   |    |
| the award of such contracts?                               | standard. Value for money and quality of service are also high priorities when recommending  |    |
|  | the winning contractor to leaseholders.  |    |
| Has the Council undertaken and considered a                |  |    |
| detailed impacts assessment of all previous                | The Council has a dedicated procurement resource supporting the repairs and Improvement  |    |
| longterm contracts awarded by the Council, and             | officers in a number of procurement activities across a range of services. The learning from   |    |
| or taken account of similar studies and                    | historic procurement exercises continually feeds into improving our procurement. In addition the   |    |
| assessment by other Councils?                              | procurement hub looks externally for lessons learned and best practice in public and private   |    |
|  | sector procurement. Details of this can be found on the Camden Website (www.camden.gov.uk/ccm/navigation/business/tenders-and-contracts).  |    |
| How does Camden intend to operate 'penalty                 | The details of the contract have not been agreed yet, however the Council will ensure there are  |    |
| clauses' within the new contract                           | robust arrangements in place to ensure that poor performance or service failure can be tackled   |    |
| Siddood Within the new defination                          | Tobact arrangements in place to chedic that poor performance of service failure can be tacked  |    |

|   | swiftly  |  |
|---|--|--|
| Is the invitation to tender robust enough to serve leaseholders and tenants   | Please note that Camden Council does believe that the invitation to tender is robust. Awarding new repairs contracts provides a good opportunity to improve the way the Council carries out and manages repairs. In developing the procurement strategy and contract specification for responsive maintenance, the Council is focused on the priorities of customer satisfaction, quality, value for money, health and safety and the arrangements for contract management. The Council has historically involved tenants and leaseholders in the tender evaluation process. This makes sure we get a resident's perspective when considering tender returns |  |
| The existing contractors are only able to work Monday to Friday during 8 to 6, which is greatly inconvenient for anyone who has employment. I would expect the agreement to take account of emergency's which may need seeing at night or on weekends.  | The detail of the new contract is yet to be drafted.   |  |
| Workforce should not 'cold call' on residents.  All repairs should be checked by a Clerk of Works.  Any debris from job should be removed from  | We are not anticipating entering into this agreement with any contractors who are not suitable in their ability to deliver satisfactory workmanship. However if this scenario was to occur the 'conditions of the contract' would be followed and a resolution found. (Conditions of the Contract' is available to view). Works that are not of an acceptable standard will be made good by the contractor at no extra charge to the leaseholder.  |  |
| site and not put in domestic refuse bins  A clause penalising the contractor substantially for a "no show" appointments with occupier should be added to the contract and should be a meaningful one.   | The main aim of this procurement exercise is to ensure service delivery is improved and continues to improve. The detail of the new contract is yet to be drafted and we will be looking at how best to deal with broken appointments. This is an important issue to address and we will take the comments made on board.  |  |
| A clause protecting homeowners (and council tenants alike) and 3rd parties** from damages caused by negligent work carried out by contractor should be in place, including indemnification and reimbursement for any insurance excess fees paid by the person/persons affected.  ** i.e. adjacent properties who indirectly incurred damages as a result of negligent work. | The usual contractual requirement is that contractors are required to make good any damage caused during or as a result of works. The detail of the new contract is yet to be drafted, but the Council will make sure there are sufficient controls should contractors fail in this responsibility.  |  |

I would like to see all the elements covered by this contract, areas of works, how do tenants access the contractors and details of the Service Level Agreement re costs and response times At the moment we have an existing long term agreement for reactive repairs which is due to expire at the end of the financial year. To clarify the Council intends to enter into a new contract with a firm, or firms, who can carry out all day-to-day reactive repairs to Camden's housing stock across the borough. This repair work will be those repairs reported by residents or identified by Council staff as requiring immediate attention, rather than planned works which are generally more extensive such as roof or window replacement, and are planned a year or more in advance.

The majority of works covered by this contract will be relatively low cost. For higher value items of work this contract will be used only where the cost remains competitive and/or the works are too urgent to conduct a full tender exercise. Camden has chosen to retain a 5 year contract period based on our previous experience with this kind of contract.

Leaseholders are obligated to contribute to works that affect the communal external and internal areas of their block or estate, inclusive of the fabric and structure of the building. You will not be asked to contribute towards works within residents dwellings

Accessing the Contractors - The first point of contact for Tenants and leaseholders reporting Day to Day repairs etc. is through contacting our Contact Repair Centre on Tel 020 7974 1212. The arrangement under the new contract should be no different.

We have not yet determined the detail of the pricing document (includes service level agreement) for the new contracts. This is currently being drafted.

In terms of pricing the most accurate description of current thinking is that we will be implementing open book accounting from the outset to achieve visibility on actual costs. The national schedule of rates itself may be used as a point of reference if required and certain types of work may have a fixed target price.

The RTA does not consider this proposal to be in the best interests of leaseholders or likely to result in best value.

We believe the council will be failing it's obligations to provide the best competitive quotes and most transparent accounting

Awarding new repairs contracts provides a good opportunity to improve the way the Council carries out and manages repairs. In developing the procurement strategy and contract specification for responsive maintenance, the Council is focused on the priorities of customer satisfaction, quality, value for money, health and safety and the arrangements for contract management.

Please note that, when the contract is put out for tender, our procurement team assess the

| procedures if they make a long term agreement with one contractor  | returns for mathematical accuracy, understanding of the requirements and assurance that each request from the Council could be completed to a high standard. Camden is also committed to providing Best Value and Value for Money for the services that it provides to its Leaseholders, Freeholders, and Tenants, and as such will endeavour to ensure that these are adhered to when awarding the Contract. Moreover, the Council has historically involved tenants and leaseholders in the tender evaluation process. This makes sure we get a resident's perspective when considering tender returns. |  |
|--|---|--|
|  | Finally, we advise that a long term agreement is required in this case due to the size and regularity of the works. By having contracts in place we will not have to tender to obtain prices for each individual job or re-tender a number of individual contracts each year. We also anticipate that since the contractor will be working with the Council for a long period, they will have a greater knowledge of the borough's needs.   |  |
|  | However, there will be clauses within the agreed contract document that will allow Camden to terminate the agreement if the contractor breaches the contract.   |  |
| There should be rigorous guarantees for any work carried out so that we are not charged for clearing up poor work done previously.  Leaseholders should be informed about how the works they are paying for are guaranteed.  In the event of repairs not being completed on schedule or requiring further attention when | Your comments have been forwarded onto the Head of Commissioning and Quality Assurance, for his consideration. We are not anticipating entering into this agreement with any contractors who are not suitable in their ability to deliver satisfactory workmanship. However if this scenario was to occur the 'conditions of the contract' would be followed and a resolution found. ('Conditions of the Contract' will be available to view).  There will be clauses within the agreed contract document that will allow Camden to terminate the agreement if the contractor breaches the contract.      |  |
| they should have been completed, the contractor should be penalised. They should not only be expected to pay for subsequent repairs if necessary by an alternative contractor but should compensate both the council and the leaseholders who have been made to suffer   | The London Borough of Camden is committed to providing Best Value and Value for Money for the services that it provides to it's Leaseholders, Freeholders, and Tenants, and as such will endeavour to ensure that these are adhered to when awarding such term Contracts.   |  |
| Has Camden Council ("CC") carried out a preliminary survey to ascertain the likely cost of the proposed contract over five years and the likely cost of i. works which are likely to come up   | The two proposed contract packages have a total maximum value of £22.5m per annum. The value of works actually commissioned under the contracts will depend on the level of capital and revenue resources allocated to the work programmes and may be significantly lower than the indicative amounts. The budgeted amount for the year 2012/13 is £18.36m. This is made up   |  |

| over this period, and ii. works that routinely  | of £17.01m for revenue repairs with a further £   |   |  |   |
|---|---|---|--|---|
| become necessary?   | of the approved capital programme. Further but  |   |  |   |
| Has CC carried out studies to ascertain the overall cost of day to day repairs over the past five, ten, 15 and 20 years?  | The table shows the average spend per annum readily available   | ı for the last fiv  | e years. Data for 6 – 20 yrs   | s is not  |
|   | Service   | No. of contracts  | Average annual spend (£m) *  |   |
|   | Responsive repairs to general needs properties  | 5   | 14.82  |   |
|   | Works to void properties  | 2   | 5.70   |   |
|   | Responsive repairs to temporary and sheltered housing   | 1   | 1.53   |   |
|   | Occupational therapy works and adaptations  | 1   | 1.82   |   |
|   | Total   | 9   | 23.87  |   |
| What steps and legal and other advice has the Council taken to ensure that costs will be reasonable as required by sect. 19 of the Landlord and Tenant Act 1985?  | * based on the last five financial years capital and The Head of Legal Services has been consulte and will continue to provide advice and guidand procurement process. The proposed long term contract format which has been developed by of finalising the long term agreement, the Council in turn will be identifying good practice in contra appropriate. | d and commer<br>be to officers at<br>agreement will<br>contract law sp<br>will take the ac<br>act law and app | nd senior managers throug I be based on an establishe ecialists external to the Coudvice of its own Legal Servi olying it to the current contr | hout the<br>ed<br>uncil. In<br>ices who<br>racts as |
| What likely cost has CC budgeted for for the contract for the first five year period?  I note from a report obtainable only at the consultation meeting ("Repairs Procurement Strategy") that the value of the contracts is £20,000,000 each. | The two proposed contract packages have a to includes internal work to tenanted properties. The contracts will depend on the level of capital programmes and may be significantly lower that for the year 2012/13 is £18.36m. This is made £1.35m included for reactive major repairs as pudget information for future years is not available.                | The value of wo<br>and revenue rand the indicative<br>up of £17.01meart of the appr                           | orks actually commissioned<br>esources allocated to the v<br>e amounts. The budgeted a<br>for revenue repairs with a                           | under<br>vork<br>amount<br>further                  |
|   |   |   |  |   |

| What savings, if any, has CC made in relation to previous long term contracts awarded in relation to any kind of building, construction, repairs or capital works? PI particularise with full details. If none pI state why the CC has decided to enter into long term partnership agreements?  | and other factors. It is not an up- front sum, however is part of the information provided to potential tenderers to aid them in developing their bids. The budgets were determined by historic demand and expenditure and budget reduction agreed by Cabinet  I do not have any information on savings relating to previous long term contracts. These would only be theoretical though as the repairs/ maintenance demands will be different for each contract period. In particular it is likely that each time we review our contracts for day to day repairs, the un-inflated costs are likely to increase as the housing stock ages. In considering Camden's current strategy the objective is to minimise cost whilst providing a practical solution to Camden's on-going day to day repair obligations. Bearing in mind the amount of resource dedicated to a tendering exercise for a contract of this size, it is the Council Executive's decision that a 5 year period is the most appropriate, with the admin costs being 80% less than if we were to carry out an equivalent annual tender. Similarly the Council Executive has approved the strategic decision to have one contract rather than have high numbers of individual job-specific contracts. Past savings are not available but since there is ongoing pressure on all local authority budgets, choosing the most straightforward low-cost option to meet Camden's on-going repair obligations will have been paramount in the Councillor's thoughts when approving this procurement strategy. |  |
|---|---|--|
| What expertise does Camden feel it has in choosing a long-term contractor? The contractor chosen by Camden to complete refurbishment works on my Estate went bankrupt before works were completed and I have been left with unfinished works.  How exactly is Camden therefore proposing to better assess the financial solvency of any chosen long-term contractor, so that there really is the "certainty that there is a contractor with the right resources to manage a repair" as now claimed? | The Council has a dedicated procurement resource providing support to this procurement exercise. The learning from historic procurement exercises continually feeds into improving our procurement processes.  The selection of a contractor will include a rigorous assessment of the financial viability of the company so that the Council is satisfied that they are will be able to deliver the required services for the duration of the contract.  With regards to the current situation relating to outstanding works, this is still being looked into.   |  |
| What independent evaluation of the financial and other benefits to leaseholders of all Camden's other long-term agreements to date (eg insurance) has been made or is planned?  | This agreement will be reviewed regularly to ensure that it delivers the intended financial and quality benefits. Camden will also keep the agreement under more frequent scrutiny through regular performance meetings and as part of regular briefings to senior officers and members (councillors).  |  |

|   |   | ı  |
|---|---|----|
| To what extent are these agreements sought by Camden in order to lessen its own workload and obviate day-to-day evaluation of the market to find the best value contractor at any given time. | The Council believes that entering into a long term agreement with fewer contractors will enable the development of a working relationship that will allow the council's interests and residents' needs for an efficient cost effective repairs service to be better understood and met. Working with contractors over a longer period will allow better planning to meet legislative, economic and political changes that might affect service delivery. Reducing the amount of time spent on procurement will also reduce the costs of the service and enable a greater focus on service improvement and increasing efficiency. |    |
| I feel that more care should be taken in checking documents of legal importance which Camden sends out. Will more care be taken over the choice of best-value long-term contractor?           | The Council will put in place appropriate checks to documentation and all communications in relation to the process. It is unfortunate that minor errors occurred in the wording of this notice however the Council is satisfied that it has a rigorous procurement process in place.   |    |
| Are there minimum response times in the contract  | The detail of the new contract is yet to be drafted, but there are always minimum response times in regard to various items of work. This will be maintained. Priority works usually 3 working days or 7 days. Non-priority works usually takes about 3 weeks.  | 2  |
| REFERENCE TO SPECIFIC WORKS   |   |    |
| Will the replacement of communal heating systems be classified as day-to-day repair and thus be carried out under the proposed long-term partnership agreements?                              | Repair/ replacement of Heating Systems does not form part of this contract.   | 5  |
| Further questions on Heating Systems  | Repair/ replacement of Heating Systems does not form part of this contract. This procurement exercise is for the day-to-day building repairs service and works to empty properties. The mechanical and electrical contracts which cover works to communal heating and hot water systems are not due for renewal or extension until 2013/14.   | 7  |
| I have one or more on-going repairs issues  | The notice is not to carry out any planned works to your block but rather to renew the contract with the Council's long term contractors who carry out any day to day reactive repairs needed to its properties throughout the borough.   | 10 |
|   | Please discuss existing repairs issues or anti social issues in your block or estate with either the Repairs Service or with your district housing office.  |    |

| carried out poorly given. I hope the new         | assurance that each request from the Council could be completed to a high standard. Value for   |   |
|--|---|---|
| contractors will be competent and meet           | money and quality of service are also high priorities when recommending the winning   |   |
| Camden's obligations under the lease as is not   | contractor to leaseholders.   |   |
| currently the case                               |   |   |
| What works are planned at my property and        | There is no planned works to your block or estate. The notice served is to put in place a new   | 2 |
| how much will I have to pay                      | long term agreement with contractors to carry out day to day or reactive repairs to Council   |   |
|  | properties in the borough as when required. The current contract in place will be expiring  |   |
|  | shortly and we are obliged to consult with leaseholders before inviting tenders from  |   |
|  | contractors throughout the European Union who may be interested in tendering for the works.   |   |
|  | As a leaseholder you will be required to contribute towards any work carried out to the   |   |
|  | communal areas of your block and estate. If your contribution is less than £250 on any  |   |
|  | particular work, you will be charged through your annual service charges. If your contribution is   |   |
|  | £250 or more then we will undertake a statutory consultation with you prior to the  |   |
|  | commencement of work and will invoice you separately.   |   |
| Will works be per flat or for the whole building | At the moment we have an existing long term agreement for reactive repairs which is due to  | 2 |
|  | expire at the end of the financial year. The agreement is for unplanned works that the Council  |   |
|  | has to carry out in order to maintain the structural fabric of the housing stock.   |   |
|  | Leaseholders are obligated to contribute to works that affect the communal external and   |   |
|  | internal areas of their block or estate, inclusive of the fabric and structure of the building. You   |   |
|  | will not be asked to contribute towards works within residents dwellings.   |   |
| I hope leaseholders can also use the contractor  | The day-to-day long term agreement will only cover the external and internal communal areas   | 3 |
| for their own private repairs                    | as well as structure and fabric of the block/estate. Internal works to leasehold dwellings will remain the responsibility of the lessees'. This is a covenant of the lease. |   |
| I have had expensive major works carried out     | The day to day repairs contract is generally for minor repairs in response to resident reports  | 2 |
| recently and do not expect any further repairs   | (either leaseholder or tenant) e.g. a blocked gutter or an individual damaged window. It will   |   |
| . , , ,  | only involve repairs to the structure or maintenance of communal areas. The majority of works   |   |
|  | carried out under this contract will fall below the £250 consultation limit and simply be   |   |
|  | included in your Annual Service Charges. If any works for more than £250 are required, you will   |   |
|  | receive further notification and opportunity to ask questions and raise objections at that point.   |   |

| Will blocked bathrooms be included in works?  | The day to day repairs included rain water goods, and waste pipe works.  |  |
|---|--|--|
| My washing machine leaks and my windows need repairing  | You will need to arrange your own plumber for the washing machine, I have passed your window repair request to our Repairs Section   |  |
| Please cut the tree outside my property down  | I have passed your request to our Repairs Section, so that they might investigate the tree   |  |
| Are the current contractors being replaced or do they need to qualify each year for the contract? Do I assume this is notice that my block is about to be repaired?   | At the moment we have an existing long term agreement for day-to-day repairs (reactive repairs) which is due to expire this year. Leaseholders will be notified with a separate consultation (where any leaseholder's estimated contribution is £250.00 or more) if actual works are necessary to their block/estate.  |  |
| There are known youths that live on or frequent blocks and cause repeated vandalism, their parents should be sent the repair bills to show the families how much these petty crimes cost everyone that lives on their estates | The concerns you raise in relation to tenants, vandalism and particular problem youths are best raised directly with your local Housing Officer  |  |
| We paid thousands of pounds for security fences and gates. These are always vandalised and the estate used as a short cut for yobs  | I am sorry to hear about the anti-social behaviour activity on your estate. Please note that this should be reported to your Estate Officer  |  |
| We have our own estate cleaner, so will be interested to see if cost change under new contract  | The contract for day-to-day repairs does not include cleaning; it is for reactive repairs to the block such as blocked or broken gutters, individual damaged windows, boundary wall repairs or roof repairs. Any item of work carried out under this contract will be subject to further consultation with you if Camden is seeking a contribution of more than £250 from you for that item of work. |  |
|   | The rates for items of work are expected to increase slightly in most cases, due to inflation. However in terms of the amount of your individual service charge, the main variable will be how many repairs you or other residents request.  |  |
| I am worried that repairs to the common parts may cost more under this arrangement as there is no room for competitive pricing.   | As required at the moment the successful contractor(s) will undertake to carry out all works orders placed by the Council at rates agreed at the start of the contract. These rates are agreed in accordance with the national schedule of rates which is a comparison guide for what items of works should costs.   |  |
| I have a tiny flat within a small house but if something goes wrong I would like it to get  | If you wish to report a repairs issue please contact our Repairs Team on 020 7974 1212.  |  |

| rectified without a very long wait.   |  |  |
|---|--|--|
| Can you replace my existing bins with wheelie bins  | I have been advised by our Environment Services Department that the replacement of bins is not within their Service provision. They have advised that if you want to change your existing bin e.g. to a wheelie bin then you will need to undertake this privately. If you wish to discuss matter with our Environment Service Department. Please contact the call centre on Tel 020 7974 4444   |  |
| The council has failed it's repairs obligations under the lease and has been negligent in carrying out it's duty. In particular to external garden and interior communal decorations at my property | Although you sent it after receiving the above statutory consultation notice, I do not believe that the contents of your letter represent an observation in relation to Camden's intention to tender for a new contractor/s to carry out future day-to-day reactive repairs across the borough. Instead I have referred your letter to Camden's Performance and Complaints Department to request that your letter is dealt with as a formal complaint and allocated to the most appropriate team and officer within Camden to provide you with a comprehensive response                    |  |
| Mouse infestation Poor waste management Poor rat management   | The Long Term Agreement for Day-to-Day Repairs is for unplanned works that the Council has to carry out in order to maintain the structural fabric of the housing stock.  The issues you have raised will need to be addressed by the Environmental Team. Please contact them on 020 7974 4444.  |  |
| Is this a new long term agreement or is there one currently in place  | The consultation notice is to renew the long term contract of Contractors that the Council uses in undertaking day-to-day or responsive repairs on its properties borough wide. The current one in place id due to expire later this year.   |  |
| Is this in any way linked to current works on my block  | The notice is not in relation to planned works to your block or estate   |  |
| What has been the yearly total cost for Camden's repair bill for my block. The service charge has been increasing year on year.   | Please find attached a breakdown of repairs (including costs) for your block.  |  |
| Robbery without violence, criminal gang in the town hall. I thought this came under service charges. Please send me an itemised breakdown of everything   | I have requested that your Collections Officer send you a breakdown of your most recent Actual Service Charge, so you are able to see where your money has been spent.   |  |
| What is the procedure to get repairs done in less than two weeks  | Unless the works are emergency in nature, there will always be a short delay in carrying them out, this is simply due to the vast number of repairs already awaiting action. In addition, for any works where leaseholder contributions will exceed £250, we are required by law to undertake a further consultation which takes a minimum of 32 days. Therefore it will not always be possible for repairs to take place within 2 weeks of being reported. Nonetheless we will endeavour to carry out all repairs within reasonable timescales. The procedure for reporting repairs is to |  |

|   | telephone 020 7974 4444 or email HousingRepairsInbox@Camden.gov.uk and report that your block needs a repair, giving details of the block, the repair and your contact details to arrange the repair.  |   |
|---|--|---|
| Is there a cost for surveying a repair and then specifying and supervising?   | Under the existing agreement the standard inspection charge is £35.00.  A supervision fee of 15.329% is added to the leaseholders' contribution for the cost of the repairs functions (surveyor team, call centre and support staff).  |   |
| CHOICE OF CONTRACTORS   |  |   |
| Who were the previous repairs contractors and how long was the contract   | Camden Building Maintenance Ltd, Tompkins and May Partnership, Limbrooks Services Ltd, and Crispin & Borst Ltd. The term contract is 5 years which is coming to an end.  |   |
| I hope they will be better than current contractors who are slow and shoddy   | I am sorry to hear that you are not satisfied with the maintenance and repairs service provided by Camden. Should you wish to discuss this matter further, please contact the Estate Officer for your property. The London Borough of Camden is committed to providing Best Value and Value for Money for the services that it provides to it's Leaseholders, Freeholders, and Tenants, and as such will endeavour to ensure that these are adhered to when awarding such term Contracts.  We are not anticipating entering into this agreement with any contractors who are not suitable in their ability to deliver satisfactory workmanship. However if this scenario was to occur the 'conditions of the contract' would be followed and a resolution found. ('Conditions of the | 7 |
|   | Contract' are available to view)   |   |
| Do not use Lakehouse - their builders were lazy, incompetent, aggressive, overpriced, late and staggeringly over time in doing a job that wasn't needed in the first place. | I have passed your observations to our Procurements Team, and have asked to take them into consideration, when tendering for the contract.   | 3 |
| Could every effort be taken to give contract to a local or at least UK-based contractor to increase social and economic benefits to the                                     | We have passed your comments to the Head of Commissioning and Quality Assurance, for his consideration.  | 4 |
| community   | Please note that the total value of the proposed contracts will be over the European Union procurement threshold of £156,422.00. This means that the Council must follow EU procurement rules and advertise the proposed contract by placing a public notice in the Official   |   |

|   | Journal of the European Union.  |   |
|---|---|---|
| The scale of the proposed borough-<br>wide contract seems likely to exclude local<br>contractors from competing | The value of the contract requires the Council to advertise it in a European Union Journal for all contractors within the European Union to bid for the contracts. This is a statutory requirement that the Council is obligated to comply with as it is a statutory requirement. Local contractors that have the capacity to deliver the requirements under the tender can therefore bid for the contract and will be considered on the same basis as any other contractor.  |   |
| I assume you have tendered this across the EU   | Once due regard has been given to all observations received in relation to this first stage of the consultation process under s151 of the Commonhold and Leaseholder Reform Act 2002, this contract will be tendered across the European Union.   |   |
| How many non UK contractors are being sought? Eastern European are cheaper                                      | The contract has not been tendered yet  |   |
| I wish to nominate some contractors   | Any construction companies you might like to send the tender to will be able to apply, although they will have to successfully complete a Pre-Qualification Questionnaire first (see outline procurement timetable). If you wish to alert construction companies to this contract you can advise them that we intend to advertise it shortly after the end of this first stage of consultation.   | 2 |
| Who is the new contractor? The proposed contractor has not been included in the notice                          | There is no proposed contractor at this stage of the consultation (Notice of Intention), as we have not carried out the tender exercise. The name or names of proposed contractors will be included in the second stage of the consultation (Notice of Proposal) which we intend to send out later this year.   | 5 |
| Will potential contractors be well vetted and better quality than existing ones                                 | This contract will be procured in line with European Union regulations. All contractors who are interested in submitting a tender must complete a Pre-Qualification Questionnaire (PQQ) setting out details of their company including financial information, evidence of previous work carried out, policies and practice in relation to Quality, Environment, Health and Safety, and Equal opportunities. These PQQs will help the Council decide a shortlist of suitable and competent companies to invite to submit bids. | 2 |
|   | Suitable companies will be required to submit initial bids, which will be evaluated, and strengths and weaknesses identified. These bids will be rigorously assessed to ensure that they meet pre-agreed criteria. As well as a desktop assessment of the formal bids, the assessment   |   |

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|  | process will include presentations to Council Officers and residents, and site meetings will be carried out. The bids will be ranked for value and quality and a preferred contractor will be identified.   |  |
|  | The London Borough of Camden is committed to providing Best Value and Value for Money for the services that it provides to its Leaseholders, Freeholders, and Tenants, and as such will endeavour to ensure that these are adhered to when awarding the Contract.   |  |
| Will the Council look at - along with other issues - past contracts the applicants have held + scrutinise the workmanship, costs, customer satisfaction, client satisfaction, interaction with residents etc before making a final decision  | The council will take all of these issues into account when making its decision   |  |
| We strongly object to Long Term Agreements with Apollo & Lakehouse. These relationships are open to serious abuse, tender fixing, a chain of subcontractors each getting a cut & the resulting works carried out to a very poor standard. What are the names of the Companies being considered for this Agreement?  Has Camden chosen the cheapest contractor rather than the best | If you have any evidence of any serious abuse etc. you should present this to Camden. For works that you believe are either overpriced or carried out to a very poor standard under this contract you should discuss this with Repairs Call Centre (020 7974 1212) to get the works carried out correctly. Present any evidence of overpricing to Leaseholder Services when you are invoiced for the work. You can always dispute any invoice sent to you for works if you believe you have evidence that it is unreasonable.  This contract has yet to be tendered. It will be open to any company from across the EU that meets the selection criteria (relating to insurance cover, capability to carry out the works, etc).  Camden has yet to propose or appoint a contractor for this contract. |  |
| Does the contractor have experience with Victorian properties  This contractor has been cause of nuisance with early morning disturbance before 0800hrs over the years. They have shown nothing but contempt for tenants and leaseholders with their conduct and indifference to requests not to disturb residents. A new contractor is recommended.                               | The contractor appointed will be expected to be able provide a good quality service to all the council's housing stock, including modern blocks, listed buildings, Victorian blocks and houses.  Your comments have been duly noted. I will like apologise for any inconvenience caused to residents.   |  |

| Can we make sure that ALL contractors and their staff are in some way qualified carpenters and fitters etc and are not just the handyman, who do not know what they are doing.                            | A high level of checking is carried out to ensure that the winning contractor has the capacity and the expertise to undertake the level and volume of work required by the Council.   |   |
|---|---|---|
| CAN WE DO IT OURSELVES  |   |   |
| It might be more efficient if neighbours get together to either repair the property themselves or to hire contractors to solve the common problems they are facing, subject to approval from the borough. | Please note that it is the Council's responsibility as the Landlord to repair and maintain any communal areas as well as the structure and the exterior of the building.  | 5 |
| We would like to take over the day to day maintenance of our block – what is the procedure for doing this?  | In order to take on this responsibility you would need to purchase the Freehold. In order for Camden to sell the freehold we would require that at least 2/3 (66.6%) of the block is leasehold. This is not the case with your block, therefore you cannot take over the day to day maintenance as things stand   | 2 |
| If I want to upgrade my property do I have to use these contractors or can I appoint my own   | If you want to perform upgrading works internal to your property, you can choose your own contractor. However you will need Council permission, for example to replace windows, install a chimney flue, convert a loft. You will also require Council permission for any work which will alter the structure or layout of your property, even if, for example, you want to take down an inside wall that is not part of the main structure for the building. This is a condition of your lease. |   |
| I DON'T THINK I SHOULD HAVE TO PAY  |   |   |
| I already pay for this under my service charges   | At the moment we have an existing long term agreement for reactive repairs which is due to expire this year. The agreement is for unplanned works that the Council has to carry out in order to maintain the structural fabric of the housing stock.  | 2 |
|   | Due to the irregular nature of the works and the way they are reported (usually by residents contacting the Repair Team) it is impossible to state how much the Council will spend on reactive repair works within the proposed contract period or if works/costs will affect a specific dwellings.   |   |

|  | In order to deal with the sporadic nature of these works it is stated within the draft tender report that contractors will be obligated to undertake carry out all works orders placed by the Council at rates agreed at the start of the contract. These rates are fixed with the national schedule of rates used as a guideline.  Leaseholders contribute towards day-to-day repair through the annual service charge or in cases where a consultation is necessary (where a leaseholders' estimated contribution is £250.00 or more) through a individual invoice.                         |   |
|--|---|---|
| I think it is unfair that I have to contribute<br>towards repairs to properties rented out by<br>other leaseholders or to tenant's properties  | Contributions will always be calculated in line with your lease. Only communal or structural repairs are included in this contract  | 2 |
| If I need any repairs I do them myself, why should I have to contribute towards other peoples repairs in my block?   | You will only be required to contribute towards any work that is actually carried out to your block and/or estate in line with the terms and conditions of your lease. The day-to-day long term agreement will only cover the external and internal communal areas as well as structure and fabric of the block/estate. Internal works to leasehold dwellings will remain the responsibility of the lessees'. This is a covenant of the lease. You will not be asked to contribute towards works within residents dwellings.  | 3 |
| Leaseholders always have to pay, I wish I was still a council tenant   | Your comments are noted   |   |
| I object to the notice because Camden is responsible for cost of maintaining the block and is seeking to pass all these costs onto anyone with a lease   | You will only be required to contribute towards any work that is actually carried out to your block and or estate in line with the terms and conditions of your lease. In accordance with the Commonhold and Leasehold Reform Act 2002, Camden Council, as your landlord, is obliged to inform you of any repair works where you are likely to contribute more than £250.Camden uses the rateable value of each property to apportion the costs of the works among the block fairly. This applies to Leaseholders and Tenants. Camden does not pass the cost of void repairs to leaseholders. |   |
| I wish to register my disapproval with such a scheme. Any charges levied should be done in an equitable manner.  Residents should be charged only for the cost incurred in repairing their property and not by | The proposal is to enter into a new contract with suitable contractors to undertake the day to day reactive repairs. You are not being asked to pay an additional amount over what you are invoiced annually as part of your service charges.  The same process of invoicing for works done to your block/estate in your annual service   |   |

| means of an annual service fee. An annual service fee, though making provisions for certain residents to pay the extra cost when repairs are above a certain value, will inherently have a bias towards residents who take the trouble to look after their property and to ensure that it is in good working conditions.  Doesn't insurance cover these repairs  Don't guarantees from earlier works cover these | charges will be maintained. I confirm that you are required to contribute only to works actually carried out to your block/estate in line with the terms and conditions of your lease. Where your individual contribution towards a repair job is over £250, a separate invoice is raised by the Council. If the individual contribution is less than £250, the charge for the work is included in the annual service charges.  Please find enclosed a copy of the Summary of Cover and Statement of Policy Cover.  If you wish to recover guarantees for previous day-to-day repairs I would suggest contacting our |   |
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| repairs  | Repairs Team on 020 7974 1212. If it is a major works query please contact this team Leasehold Services so can request the information on your behalf.   |   |
| THE CONSULTATION MEETING   |  |   |
| The day & date for the evening meeting is incorrect, there is no Thursday 9 <sup>th</sup> December 2011  | This was corrected in a letter sent out shortly after the original notice and prior to the meeting   |   |
| I am unable to attend the meeting. Is it reasonable to have only one opportunity to view proposals?  | It is a legislative requirement to allow leaseholders to inspect the relevant contractual documentation. If you were unable to attend the drop in meeting I can send to the available documentation in the post.   | 2 |
| I cannot attend the meeting. Is there any documentation available on line that I can view?   | I have spoken to a colleague in Camden's Repairs and Improvements Team and he has informed me that there is only one document published on Camden's website so far and that is the DMC report. You can follow this link to view it:  |   |
|  | http://democracy.camden.gov.uk/documents/s15435/Repairs%20procurement%20-%20December%20Cycle.pdf.  |   |
|  | A briefing document will also be prepared for the consultation meeting on Thursday 8th December and I will forward you a copy of that once it has been prepared.   |   |
| We didn't receive the notice until 3 <sup>rd</sup> January 2012. The notice has not been communicated appropriately. We have not had opportunity to view the proposals. We object to the proposal until we have been provided with sufficient  | Camden's timetable in getting the day to day repairs contractors in place before the expiry of the current mandate requires that the 1st stage consultation notice is sent latest by late November 2011. Many leaseholders received their notices on time and we have had a lot of response from leaseholders.   |   |
| details to make an informed decision.  | The information in the first stage notice is adequate and in line with the legislation under which we are consulting leaseholders on our intentions to renew this vital term contract. I have  |   |

|   | attached a copy of the current procurement document that will be refined based on the responses we get from leaseholders before tenders are invited.   |  |
|---|--|--|
|   | Please if you feel there is anything that can be included in the existing tender document or indeed any clause that you feel should be excluded or modified then let us have your observations before the end of the first stage consultation. Camden will consult again with leaseholders during the second stage when we have received tender documents and a proposed contractor nominated before the award of the contract.  |  |
| I request that a meeting takes place with the residents and the Chief Officer for Housing Management to answer questions. | The Council intends to keep residents well informed about the procurement process and the outcome. There has already been a drop in session for leaseholders on 8th December 2011, where senior officers were on hand to respond to queries and on 15th December the Assistant Director of the Repairs and Improvements division attended Leaseholder Forum to outline the procurement strategy ahead of presentation to cabinet for decision. Leaseholders and tenants will be represented on the procurement panel |  |
| OTHERS  |  |  |
| The size of the scheme raises doubts about how  | A long term agreement is required in this case due to the size and regularity of the works. By   |  |
| effective it can be   | having contracts in place we will not have to tender to obtain prices for each individual job or re-tender a number of individual contracts each year. We also anticipate that, since the contractor will be working with the Council for a long period, they will have a greater knowledge of the borough's needs.  |  |
|   | However, there will be clauses within the agreed contract document that will allow Camden to terminate the agreement if the contractor breaches the contract.  |  |
| I would like to join. If is any work included (treated same as council tenants) can you confirm?                          | The notice sent is not in regard to any planned works to your block or estate but rather to put in place a new long term partnering contract for Contractors who may be able to provide day to day or reactive repairs as and when needed to Council properties throughout the borough.  |  |
|   | As a leaseholder you will contribute towards cost carried to the communal parts of your block and estate. If your contribution is less that £250 on any proposed works then your contribution will be charged through your annual service charges. If your contribution is £250 or more, the Council will consult with you under existing leasehold legislation prior to works being done and you will be invoiced separately for such works   |  |

| Will this contract cover out of borough  | Yes. All of Camden's housing stock is included  |  |
|--|---|--|
| properties   |   |  |
| Why don't you just email these notices   | The legislation states that Notices must be sent to the Lease address.  |  |
| Can you commit to paying the London Living Wage and providing local apprenticeships in this contract   | Contractors submitting bids will be required to show the cost of paying the London Living wage as part of their pricing submission  Camden has always encouraged their contractors to provide local apprenticeship places and this will continue with the new contracts |  |
| Incentives for contracts of this type should be back-loaded to ensure works are carried out to landlord's satisfaction. Works should be priced up front and kept to that price. Three offers should be contemplated. | Thank you for your comments and suggestions. I have passed your observations onto our Procurements Team, and have asked to take them into consideration, when tendering for the contract.   |  |