

## Frequently Asked Questions

20<sup>th</sup> December 2016

### **Appendix 1: Summary of Stage 1 Observations (Contract 15/150 Tree):**

The table below is a summary of the most common observations received from leaseholders and Recognised Tenants Associations in relation to Camden's Notice of Intention. Camden's response to these observations is shown adjacent:

<b>Observation</b>	<b>Response</b>	<b>Number like this</b>
<b>CONTRACT STRUCTURE</b>		
Did Camden consider using a package approach to this contract similar to the major works framework which I understand is designed to give controlled access to a number of suppliers, driving up quality and value for money? If not, why not and if so, why was this option not followed?	<p>We are tendering these contracts as a package to help create conditions for harnessing the benefits of economic growth in the borough through a range of initiatives such as apprenticeships and work placements, local employment opportunities and recruitment, engaging with the local supply chain and working with the voluntary and community sector.</p> <p>These contracts are also being retendered to maintain the way Camden 'looks and feels' to residents, businesses and visitors, providing good quality clean parks and public green spaces.</p> <p>These contracts are not major works but maintenance contracts to ensure we deliver our statutory duty of care on tree maintenance.</p>	3
<b>SPECIFICATION OF WORKS</b>		
What is the process for breaking a contract with a contractor if their work is deemed untimely, substandard or neglectful? I want to know what it would take to change them should the need arise.	We have a comprehensive monitoring and default system which we apply if work falls below an acceptable standard. The contractor is penalised by these defaults and if a set number of defaults are recorded the contract can be terminated through a termination clause within the contract documents.	1
<b>CONTRACTORS</b>		
Do not on any account use Lakehouse for any of these contracts. They were rude, incompetent and criminally fraudulent when they did work on my flat.	The EU procurement regulations are designed to ensure all qualified suppliers are able to bid. This principle is called equal treatment and requires that all processes of commissioning and procurement are fair and don't exclude potential providers. We would be in breach of this if we discriminated against a supplier based on, for example location, nationality or any other bias.	1

<b>PERFORMANCE MONITORING/VALUE FOR MONEY</b>		
<p>We need to have a strong break clause to allow us to stop using a contractor where their work is untimely, or of a poor quality. We would not expect re-work to take place when prices are already very expensive. Re-work is a massive issue for the Brunswick Centre, as things keep needing to be fixed and re-fixed. We cannot let this keep happening.</p>	<p>We have a comprehensive monitoring and default system which we apply if work falls below an acceptable standard. The contractor is penalised by these defaults and if a set number of defaults are recorded the contract can be terminated through a termination clause within the contract documents. Any rework that has to be done by the contractor if it has been caused by their neglect or failure to maintain approved standards is completed at the contractors' expense.</p>	5
<p>I have experienced bad service from Camden council supplier, with the suppliers not being managed properly by Camden staff.</p>	<p>The Council considers long term contracts for the provision of repairs and maintenance to be more economical and practical as we can deal with all repairs reported by residents more efficiently and economically.</p> <p>The length of the contracts will enable contractors to plan more effectively, retain and train their staff, invest in the tools to do the job and become familiar with Camden's housing stock.</p> <p>By introducing a small number of separate contracts the Council will also increase its ability to directly manage the suppliers involved.</p>	1
<b>LEASEHOLD ENQUIRIES</b>		
<p>If I do have a complaint about a contractor, should I email you, or is there a different email address that I should use?</p>	<p>Complaints regarding the tree works contractor should be emailed to <a href="mailto:treesection@camden.gov.uk">treesection@camden.gov.uk</a></p>	3
<p>Trees maintenance should be responsibility of Camden Council and they should fund it from the service charge pot.</p>	<p>You are liable to contribute under the terms of your lease (by way of a service charge) to works done under this contract when required to your block/estate</p>	1