

INOPS Fire internationale casestudier

En undersøgelse af udlicitering af park- og vejdrift i to engelske, en svensk og en norsk kommune

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FIRE INTERNATIONALE CASESTUDIER

Innovationer i det offentlige-private samspil (INOPS)

En undersøgelse af udlicitering af park- og vejdrift i to engelske,
en svensk og en norsk kommune.

Andrej Christian Lindholst (red.)

Center for Organisation, Management og Administration

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Aalborg

Januar 2017

Oversigt over casestudier i rapporten

BURGESS PARK, LONDON, UK: MANAGING THE PARK BY LONG TERM CONTRACTS

Authors: Dr Nicola Dempsey, Dr Claudia Martinez Velarde, Mel Burton. University of Sheffield, UK

QUEEN ELIZABETH OLYMPIC PARK, LONDON, UK: EXPERIENCES WITH LONG TERM PARTNERSHIP BASED CONTRACTING

Authors: Dr Nicola Dempsey, Dr Claudia Martinez Velarde, Mel Burton. University of Sheffield, UK

TÄBY MUNICIPALITY, SWEDEN: LONG TERM EXPERIENCES WITH PUBLIC-PRIVATE PARTNERSHIPS FOR PROVISION OF PARK AND ROAD SERVICES

Authors: Anders Kristoffersson, Andrej Christian Lindholst, Thomas Barfoed Randrup, Bengt Persson. Swedish University of Agricultural Science, Alnarp, Sweden.

UTTSETTING AV LOKALE PARK- OG VEITJENESTER TIL PRIVATE I STOR SKALA: EN NORSK CASE-STUDIE

Authors: Merethe Dotterud Leiren, Ingjerd Solfeld. Transportøkonomisk Institutt, Norge.

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1 FORORD / PREFACE

Forskningsprojektet, innovationer i det offentlige private samspil (INOPS), har i perioden 2014 til 2016, undersøgt brugen af udbud og udlicitering til løsning af driftsopgaver på det kommunale park- og vejområde i Danmark, Norge, Sverige og Storbritannien. Fokus har været på formål, organisering og resultater ved brug af udlicitering på park- og vejområdet.

Denne case-rapport indeholder – set ud fra en dansk synsvinkel – fire internationale casestudier, som en del af en serie af casestudier i INOPS-projektet, der i detaljer afdækker erfaringer med udlicitering af driftsopgaver på det kommunale park- og vejområde i Danmark, Norge, Sverige og Storbritannien. Serien omfatter i alt fem danske casestudier, et casestudie fra Sverige, et casestudie fra Norge og to casestudier fra Storbritannien. Casestudierne er gennemført af forskere i de forskellige lande. Formålet med casestudierne er at tilvejebringe en række 'sammenligningspunkter' for udvikling af udlicitering på tværs af de fire lande. Case-rapporten er skrevet med det formål at lade en læser få en dybere indsigt i baggrunden for beslutninger, processer og resultater, når der udliciteres driftsopgaver på park- og vejområdet. Samlet set afdækker casestudierne kommuner, der:

- 1) har forskellig historik med udlicitering af driftsopgaver
- 2) anvender forskellige variationer i kontrakt- og samarbejdsformerne

Alle casestudier bygger på forskningsinterviews, dokumentstudier af administrative dokumenter og nyhedsartikler samt statistisk baggrundsinformation. Alle casestudier har endvidere været til gennemsyn og kommentering hos de interviewede personer i deltagende kommuner og virksomheder.

Følgende forskere har været involveret i udarbejdelsen af casestudierne: I England har Nicola Dempsey, Claudia Martinez Velarde og Mel Burton fra Sheffield Universitet været involveret. I Norge har Merethe Leiren Dotterud, TØI / CICERO og Ingjerd Solfjeld, Norges miljø- og biovitenskapelige universitet (NMBU) været involveret. I Sverige har Bengt Persson, Anders Kristoffersen og Thomas Barfoed Randrup,

Sveriges Landbrugsuniversitet været involveret. I Danmark har Andrej Christian Lindholst, Morten Balle Hansen, Troels Høgfeldt Kjems og Thomas Haase Jensen fra Aalborg Universitet været involveret. INOPS har været samfinansieret af Hedeselskabet Strategi og Innovation samt Aalborg Universitet. Forskerne skylder en meget stor tak til de forvaltere og entreprenører i de fire lande, som har taget sig tid til at deltage i projektet.

The research project '*Innovations in the organization of public-private collaboration in an international perspective*' (Danish acronym: INOPS)¹ has in the time from 2014 to 2016 investigated the use of contracting out for provision of park and road services in Local Governments in Denmark, Sweden, Norway and England.

This case report is a part of a series of case studies in the INOPS project which study experiences with different approaches to contracting out of park and road services in the four countries. The purpose of the case reports is to provide a series of reference cases for comparisons and development across the four countries. The reports has been written with the purpose in mind to allow a reader to get detailed insights in the background for decisions, processes and outcomes when park and road services are contracted out by Local Governments. Together the report series uncover experiences in Local Governments which:

- 1) Display different contracting histories
- 2) Adopt different approaches to contracting out

The following researchers have been involved in delivering the case reports: Andrej Christian Lindholst, Morten Balle Hansen, Troels Høgfeldt Kjems and Thomas Haase Jensen from Aalborg University, Denmark. Anders Kristofferson, Bengt Persson and Thomas Barfoed Randrup, Swedish Agricultural University, Alnarp. Merethe Dotterud Leiren, Norwegian Centre for Transport Research and Ingjerd Solfjeld, Norwegian University of Life Sciences. Nicola Dempsey, Claudia Martinez Velard and Mel Burton, University of Sheffield. The project has been co-financed by Hedeselskabet Strategi & Innovation and Aalborg University.

Without the contributions from a long list of people and organizations it would not have been possible to carry out the research. The researchers especially thank all employees in park and road departments as well as private contractors that devoted time to participate.

¹ The original Danish title of the research project is: '*Innovationer i organiseringen af det offentlige-private samspil i et internationalt perspektiv med fokus på kommunaltekniske driftsopgaver*' with the abbreviated title '*innovationer i det offentlige private samspil*'. The Danish acronym for the title is: 'INOPS'.

2

BURGESS PARK, LONDON, UK

MANAGING THE PARK BY LONG TERM CONTRACTS

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December 2016

2.1 Introduction

This case study provides a description of the experience with contracting out for the specific site of Burgess Park in south London, UK, located in the borough of Southwark. This case study examines the contractual arrangements at Burgess Park, providing a specific example of how the contractor works on a number of other parks in the borough. The case study is an example of where a long contract length has supported a well-established working relationship between the stakeholders to maintain an award-winning landscape. This report provides valuable insight into the challenges of working with a number of stakeholders together, with particular reference to the client-contractor relationship for the park's maintenance.

Burgess Park is the largest park in the London borough of Southwark and spans Camberwell and Walworth in the west to Peckham and the Old Kent Road in the east. It has a long history dating back to the building of the Great Surrey Canal in 1801-1811, but the park as we know was established in 1943 as part of Patrick Abercrombie's plan to rebuild London in the 1940s after the Second World War.

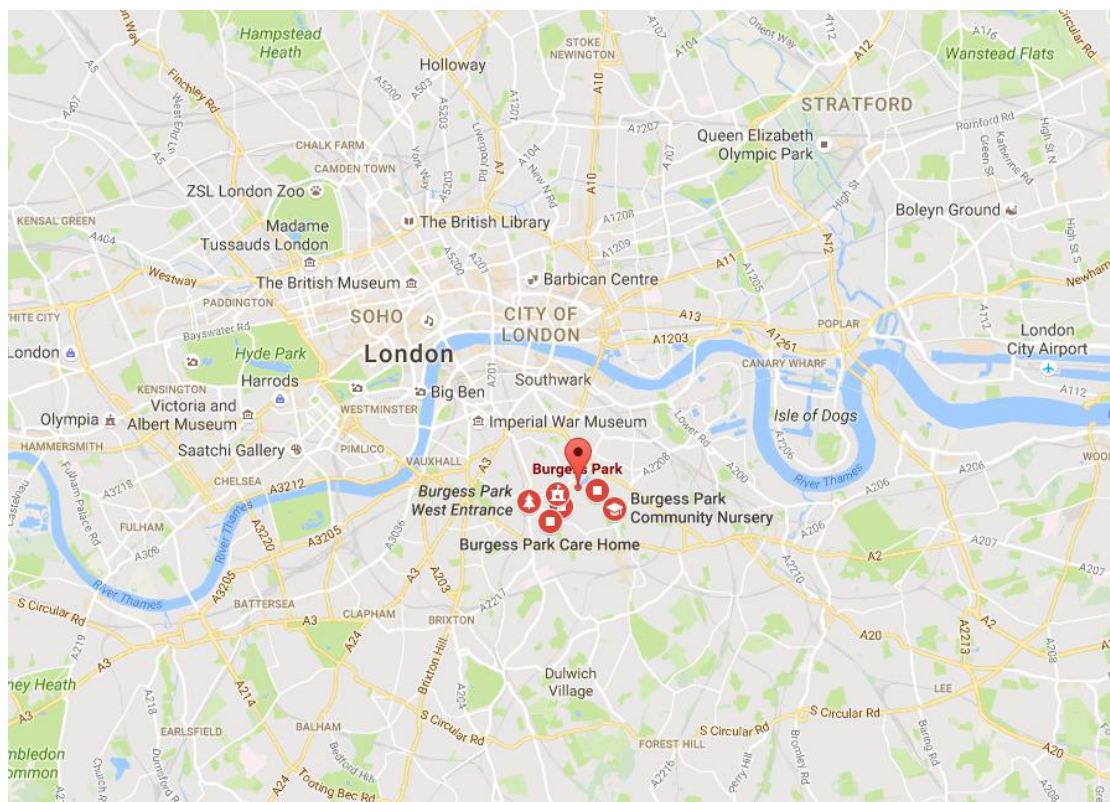


Figure 1. Location map of Burgess Park (copyright: Google Maps).

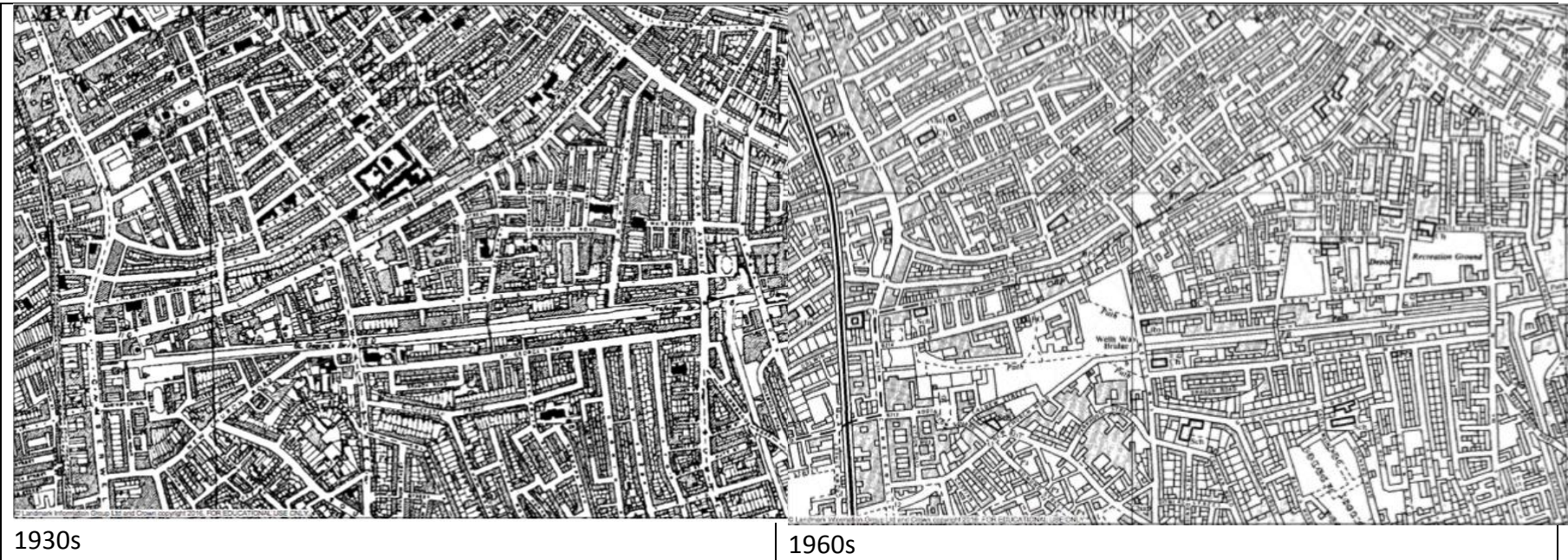
The population of Southwark was over 288,300 at the time of the 2011 Census living in an area of 2,885 hectares (Office for National Statistics, 2016). In 2011, Southwark's non-white residents made up over 45% of the total population (Office for National Statistics, 2016). In 2010, Southwark was ranked as the 41st most deprived borough (out of the 326) local authorities in England. This marks some improvement when it was ranked 17th in 2004 (Southwark Council, 2016a). Within London, Southwark was the 12th most deprived of the 32 London boroughs in 2010 – an improvement from the 6th most deprived borough in 2004 (Southwark Council, 2016a).

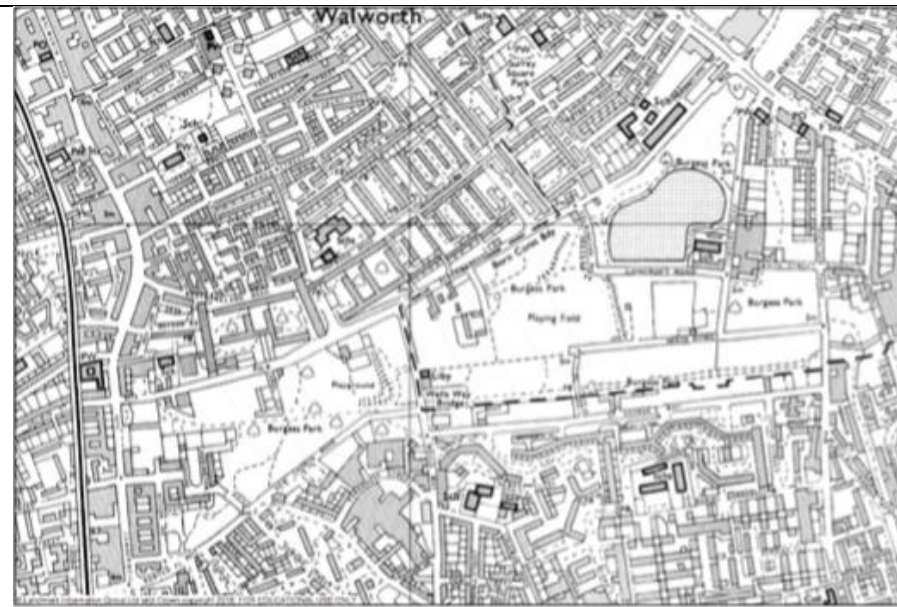
The park was named after Councillor Jessie Burgess who was Camberwell's first woman Mayor in 1973 (Southwark Council, 2016b). The aim of the park was to create a 'green lung' for South London (Friends of Burgess Park, 2016).

The case study report is organised into the following sections. First, there is a general introduction to the park and the organisation of the park administration. This is followed by an examination of the experience between the client and contractor in delivering the aims of the park and the maintenance contract.

This case study calls on the following materials:

- Data from interviews with personnel from the two organisations directly involved in the park's management. We were unable to secure an interview with the local authority.
- Extensive online material published by the Friends of Burgess Park.
- Online material from Cabinet reports published Southwark Council.
- Historic maps available through Ordnance Survey.





1990s



2010s

2.2 About Burgess Park

Burgess Park is surrounded by one fifth of the most deprived wards in London and is central to ambitious high-density urban regeneration projects in London including the Aylesbury and Heygate estates. The park is 51 hectares in size (LDA Design, 2015).

At the time of Patrick Abercrombie's London Plan in the 1940s, this area was one of 'demolished factories, churches and streets as well as bomb damaged areas and the Grand Surrey Canal from Camberwell to Peckham' (Friends of Burgess Park, 2016). The maps above show the changes to the area over the years. The park was built slowly over three decades from the mid-1950s onwards as a number of open spaces were brought together into one larger space. This was made possible by the demolition of a number of houses, streets and factories including the R. White's Lemonade Factory and infilling the canal (which had been long disused due to the canal not being commercially viable) (London Parks and Gardens Trust, 2012). There was also contaminated land which could not be built on. The then Greater London Corporation gave the Park to Southwark Council in the mid-1980s giving Southwark the duty of responsibility for the Park (Friends of Burgess Park, 2015a). The Council began purchasing remaining properties and clearing the site to connect the fragments open spaces, a process completed in 1995 (Friends of Burgess Park, 2015a).

In the 1990s numerous projects were undertaken to create the park, which included planting thousands of trees, creating sports facilities, greening the canal route and the creation of the lake (see maps above) (London Parks and Gardens Trust, 2012).

In 2009 Burgess Park received funding for regeneration from the Mayor of London and national New Deal for Communities funding programme. LDA Design was awarded the contract to undertake the major renovation project. Burgess Park re-opened in 2012 as 'a park central to the local community and recognised more widely for its heritage, sports facilities, lake, wildlife, design and horticultural excellence' (Friends of Burgess Park, 2015b).

The grounds maintenance contract contributes to sustaining these capital investments made in the Park with its focus on aspects of safety, cleanliness and access.

2.2.1.1 Burgess Park today

There have been two phases of park regeneration in Burgess Park. The first phase was completed in 2012 and involved extensive changes (LDA Design, 2015). This has involved building demolition and the subsequent creation of large piles of rubble and topsoil. These were transformed into hillocks of wildflower meadows by Prof. James Hitchmough who, as part of a specific project, was invited to devise meadow and prairie-like elements which were sown in January 2012 (Friends of Burgess Park, 2015b). Other changes included improved access, circulation and entrances to and within the Park, a new playground and significant improvements to the lake and peripheral areas. In addition, new trees were planted as were species-rich lawns, wet woodland and wetlands (LDA Design, 2015).

The second phase involved a new BMX bike track and flower garden. There are a number of large-scale events which take place in the park, such as the annual Carnaval del Pueblo – “the largest Latin American festival in Europe” (Carnaval del Pueblo Association, no date).

There are all-year round attractions including tennis courts with clubhouse, sports pitches with changing facilities, community gardens (Chumleigh Gardens established in 1995), fishing lake, cricket pitch, adventure playground and a café.

2.2.2 Governance structure and arrangements across Southwark

The park is owned by Southwark Council who acts as the client. The grounds maintenance of park is contracted out by the Council to the CONTRACTOR, Quadron². Quadron has been contracted by Southwark Council since 2004 to manage the borough’s parksparks. In early October 2016, Southwark Council announced that Quadron had won a third consecutive grounds maintenance contract for all the green

² In 2015, ID Verde bought The Landscape Group in 2016 ID Verde bought Quadron Services Ltd and merged the two to create ID Verde UK, making it the largest green service provider in the UK (Henry, 2016). For the purposes of this case study, the contractor will be referred to as Quadron.

spaces in the borough, extending their relationship until 2030 (Cosgrove, 2016). The green spaces that Quadron manages in Southwark consist of 97 sites, including a large number of Green Flag accredited parks and greens spaces (Southwark Council, 2016c). This is the second highest number of Green Flag parks held by a London borough, and third highest by an English local authority (Cosgrove, 2016). This new seven-year contract began in October 2016 and includes the option to extend by a further seven years (Southwark Council, 2016c). Quadron won the British Association of Landscape Industries (BALI) Principal Award for Burgess Park in 2013 (Southwark Council, 2016b). According to a Contractor Interviewee, the main roles and responsibilities of the contractor are “to make sure that the parks and open spaces are well presented, are safe, are litter free, they're clean, and we also put [the borough's Parks] in for various different awards so we go for Green Flag Award every year, we've currently got 26 here in Southwark”.

According to Southwark Council (2016a), the new contract includes a new post of Corporate Development and Volunteer Manager to co-ordinate opportunities for structured volunteering sessions in Southwark's parks. Quadron will also employ five apprentices annually, recruited locally, to study towards a horticulture qualification. Southwark will provide capital investment for new vehicles and major plant items, including electric utility vehicles. Quadron will provide capital investment for new machinery and equipment including electric blowers and hedge trimmers (Southwark Council, 2016a).

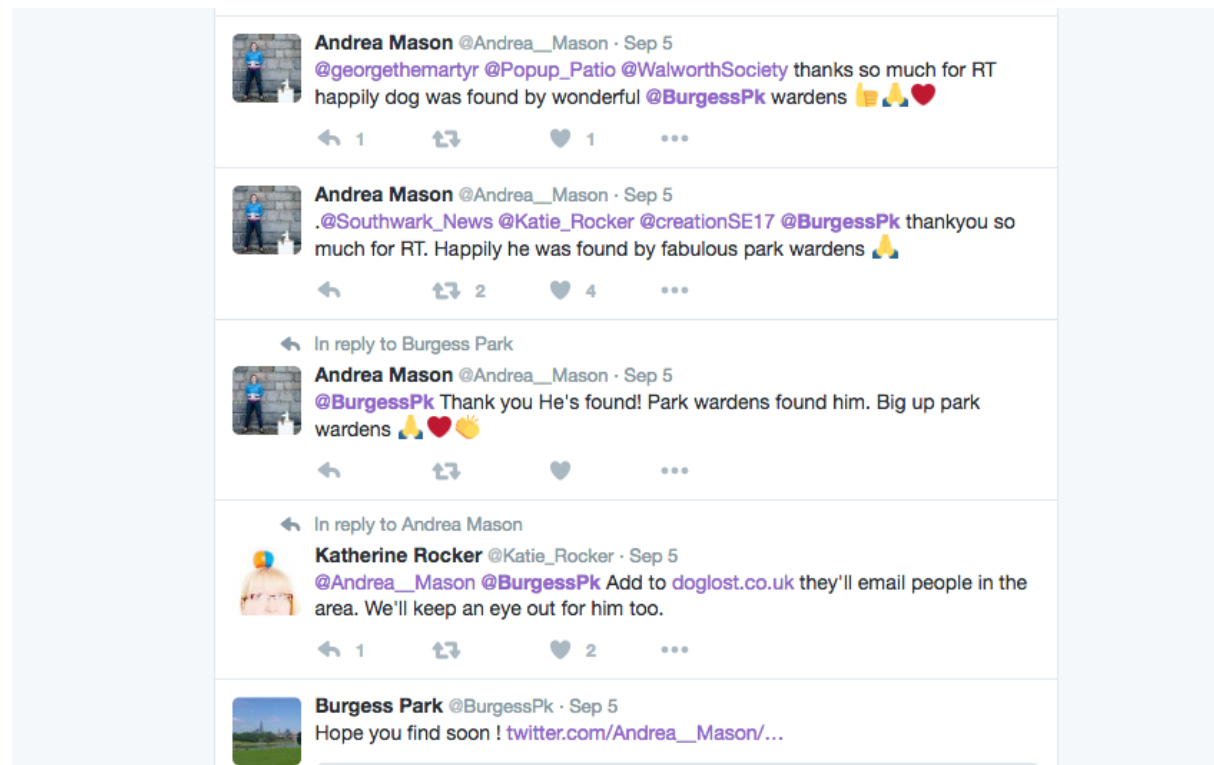
On the ground in Burgess Park, in terms of day-to-day activities, the Client is represented by Southwark Council's Park manager, while the Contractor is represented by the Head Gardener and the team of staff + 1 apprentice annually working to maintain the Park. The details of the communication between client and contractor are outlined in more detail below, but the arrangements involve very regular formal and informal communication.

The Contractor also works with ecology and conservation organisations such as the London Wildlife Trust and Friends Groups such as the Friends of Burgess Park. The

Head Gardeners³ in Southwark (employed by Quadron) are local ecology and conservation champions and have embarked on specialist conservation training for staff (see below). There are other groups which are involved in Burgess Park including the local rugby club, community theatre group, organic allotment group and local nature groups. According to a Contractor Interviewee, “when we first started their contract 12 years ago, the Council [had] spent a lot of time and a lot of money developing the parks. They thought there was a skills gap at the beginning: you could probably count on one hand the amount of trained Gardeners that we actually had working for us whereas now, it's 80 staff that we've got that are trained Gardeners now...you can see that development and training with staff has worked”.

Monitoring is discussed in more detail below, but it is worth noting here the important part that the Friends Group has in this working arrangement. The Friends Group's own meetings will involve the Client and the Contractor and likewise the Contractor will actively involve the Friends Group in some of their meetings and a representative of the Friends Group will usually attend. However, most communication is between the Friends Group and Southwark Council, rather than between the Friends Group and the Contractor. The Friends Group also use Twitter and other social media as effective part of the monitoring as a part of informal surveillance (and not just for maintenance issues as Figure 1 demonstrates). The Friends Group describe themselves as “a separate independent group of volunteers who...care about the park, who mostly live locally...use [the Park] a lot...so we want to maintain that independence, but obviously it's very important for us to [have] a good relationship with the council as well...we do try and keep messages flowing through [between the Council and park users/ Friends Group]...but we really don't work with the contractor...”.

³ A head gardener is an individual who manages the staff working in a public park. ,

Figure 1. Screenshot from Twitter feed on @BurgessPark

2.2.3 *Green space administration and the grounds maintenance contract: focus on the Park*

As the body responsible for the overall management of the park, Southwark Council provides the contractor with a detailed contract which is underpinned by regular monitoring and evaluation to ensure that, as one of the interviewees stated, all parts of the park ‘are looking pristine at all times’. It is described as a highly prescriptive and exacting contract with a minimum quality target set for the contractors on the tasks they carry out. These tasks contribute to the park being well-presented, safe, litter-free and – where appropriate – to fulfil the criteria for winning Green Flag awards. One of the Green Flag criteria relates to community engagement and Quadron developed a training programme on Work-Based Environmental Conservation with The Conservation Volunteers (TCV) national charity. This was designed to improve staff’s capacity to work with community and corporate volunteers on conservation activities in Southwark’s parks. This also supports Southwark Council’s aim of increasing third sector involvement in the delivery of its parks services (Quadron, 2014).

Underpinning the contract is a number of social, economic and environmental considerations. The contract is compliant with the London Living Wage (LLW), in line with the Southwark Council's commitment to extend the LLW to contract staff since April 2015 (Southwark Council, 2015). The contract includes the requirements for the contractor to a) develop the apprenticeship scheme, b) engage with Southwark-wide employment programmes which support unemployed residents' access to employment, training and skills, and c) use local companies in any sub-contracting arrangements (Southwark Council, 2015). According to a Contractor Interviewee, "we try to take on local people we will put out job adverts locally and always try to employ at least within a 3-mile radius, always local people". Good staff retention is reported by the contractor because of the investments made in the staff and training. Environmentally, the contract stipulates that the contractor must use 'clean and green' vehicles (minimum of Euro Class III) with regular testing and maintenance. The scheduled use of pesticides is not permitted, and there are requirements relating to recycling and reuse of all green waste (Southwark Council, 2015) although this does not happen on site (see below).

2.2.4 Funding the contract

In 2016, the new contract was approved by the Cabinet of Southwark Council⁴ (Southwark Council, 2016c) and valued at an estimated annual value of £2,761,435 . This contract covers a period of seven years with an option to extend by a further seven years making a total contract value of £38,660,090. In previous Cabinet meetings, the Council commented 'there is no certainty that in future years the contract budget will remain at the current level. Savings of up to 15 per cent may have to be found from this service area' (Southwark Council, 2015), indicating that austerity measures may come into play in the future.

A process of price testing was carried out by Southwark Council via two nearby local authorities to check the competitiveness of Quadron's pricing on the 'two principal areas of the contract i.e. grass cutting and litter management'. While difficult to

⁴ Local councillors elect a council leader who then appoints a cabinet. Each cabinet member is responsible for a particular sector.

compare like for like, Southwark Council concluded that their contract with Quadron ‘represents excellent value for money’ (Southwark Council, 2015). The contract has been described as making a contribution to the Council’s objectives of: reducing costs, maintaining the quality of parks and open spaces, improving customer service, accessibility and sustainable asset management (Southwark Council, 2015).

2.2.5 Work specification

An online Cabinet report (Southwark Council, 2015) provides a list of the services within the contract as including⁵:

- Grass, shrub and rose bed maintenance
- Maintenance of hedges and young trees
- Seasonal bedding supply and maintenance
- Litter management, sweeping and cleaning including leaf clearance
- Litter and dog waste bins
- Dog waste removal service
- Sports pitch maintenance including
- Football and cricket pitches, bowling greens and artificial surfaces
- Maintenance of water features
- Park attendants
- Gate opening and locking service
- Sports pitch booking service.

The contract is largely outputs-based and sets out minimum inputs and frequencies of tasks (e.g. grass cutting) that the Council believes are required to achieve the specified standards (e.g. 1-2 mm grass length). The contract is priced on an annual unit basis for each type of work (e.g. grass cutting) and full quantities of work for each site are provided within the bills of quantities.

In terms of monitoring, there are different arrangements in place. There are monthly meetings between the Council and Contractor to check on the delivery of the contract

⁵ We were not actually able to access the contract so this was taken from the interview data.

specifications. This is part of the Client Monitoring System. Accordingly, the different elements of the tasks – e.g. pruning, grass-cutting, weeding, sweeping and gate-opening – are scored on a monthly basis. The Contractor also conducts its own regular inspections independently and the jointly with the client.

On the ground, there is more intense day-to-day communication as the Client and Contractor meet daily and/ or weekly for regular monitoring and reporting. The Council's Park Manager monitors the delivery of the contract specifications. If standards are not reached on a specific task (e.g. if grass which should be 1-2mm in length reaches 2-5mm), a rectification notice is issued. There is a 3-day period in which the contractor can get the area (here, the grass) back to within the contract specifications (i.e. 1-2 mm grass length). If this does not happen, the 'rectification' is escalated to a 'default' and fines are then incurred. This is all stipulated in the contract and relates to the services listed above. For example, an unlocked gate or overflowing bin can incur rectifications and default fines. In the same way, on the walk-arounds there will be incidents reported such as anti-social behaviour, e.g. graffiti which are discussed in terms of how the contractor would deal with it. The contractor involves all levels of staff members who are involved in park maintenance (e.g. grounds staff, team managers) in the monitoring meetings to help them understand the client-contractor relationship. This is captured by one of the contractor interviewees:

"the litter picker, the gardener...[we] have that open dialogue with them...and [they are] included in some of the meetings, the inspections, because sometimes when you're going out saying " Look, you need to do this" and " You need to do this better, you need to improve on this." and they [the litter picker, the gardener] think, he's always on my back. But if they're there in the meetings or on the site inspections...then they can see that it's actually the Local Authority Client Officer who is saying " You need to improve on this, you need to improve on that" ...it's just about including everybody from the inspections to the meetings, even if it's apprentices, just so they can understand, why everybody is on their back or wants it a certain way, I think that's important".

It is described as a highly prescriptive and exacting contract with a target of 90% fulfilment on all tasks. According to one interviewee, last year Quadron scored 95% and the previous year 94%. If it drops below 90% fulfilment then a rectification order will be put into process. According to all interviewees, this level of prescription in the contract is justified given the intense use of the space – there can be up to 10,000 daily visitors to Burgess Park during the summer/ special events.

The Council manages the Park more widely, with responsibilities that go beyond the grounds maintenance contract. This includes diverse aspects such as tree management (the contractor look after trees of 2.5m height or less and maintains the tree guards and tree pits while the Council waters the trees) and infrastructure such as lampposts and benches. This is managed in-house by the Council/ other contractors.

2.3 Perceptions of contract delivery and the contractual relationship

The general perception of the grounds maintenance contract is largely positive from all the interviewees. The contract itself is described as being required to keep up the high standards of the Park. The retention of the Green Flags and the high scores that the contractor receives are also seen as signs of a very successfully managed Park, as was the positive feedback from the ‘variety of all sectors of the community using the park every day’. According to a Contractor Interviewee, the role of the Contractor in the Park is “customer facing...sometimes we're the first people that park users bump into in the park so it's about being customer friendly...kind of like being the Park Warden, Park Attendant, Gardener, you know, Health Inspector, you're a bit of everything, Social Worker, you can be a bit of everything working in the parks... you might have an elderly person who's popping down the shop to get some milk and you might be the only person she interacts with all day it's about leaving that lasting impression on them so they feel safe in the park.” There is therefore a sense from all the Interviewees that how the Contractor delivers the contract is done well, with one Community Group interviewee stating that “I can't really remember ever hearing much, much criticism”.

According to Southwark Council (2015) across the borough, ‘Quadron’s contract performance has regularly exceeded the agreed performance target with an average

score of 93 per cent over the past two years. Park stakeholders including ‘Friends of’ groups are also happy with Quadron’s performance and Parks customer satisfaction scores are high.’

The success of the Burgess Park contract is also attributed to the Council and contractor’s commitment to the Park, underpinned by very good communication between the two partners. The relationship between Client and Contractor is described as good, open and transparent. A Contractor Interviewee describes it as a good “relationship with the [client]...they can see [we] are working hard to try and keep things to standard, but they can also see that we are trying to do more than just what is asked”.

It was also positively highlighted that the Council spending money on the Park when significant austerity measures were in progress elsewhere. This is attributed by one of the interviewees to the amount of development and change going on in Southwark, including extensive housing development and improvements to the Bakerloo underground train line.

From the Contractor’s perspective, there is an ongoing challenge to achieve the inter-connected aims of fulfilling the contract, improving the Client-Contractor relationship and providing job satisfaction for staff. For example, the amount of time spent by Quadron staff doing the very basic grounds maintenance tasks such as extensive litter picking is described as significant – particularly after large events when litter-picking could last a full day depending on the scale of the event and resulting litter. This is described as frustrating for gardeners given their horticultural training⁶. According to a Community Group Interviewee:

“there are times when [the Park] ...gets very littered, littered, and I think from [the Contractor’s] perspective they might be spending more time doing litter collection than they would actually want to do, that anybody would want to do, to be honest... we have a lot of sympathy and a lot of respect for the fact that

⁶ The perceived mismatch between basic grounds maintenance being delivered by highly trained horticulture staff is raised elsewhere in green space literature – e.g. Heritage Lottery Fund (2016); Dempsey et al. (2015).

what they do is a very good job...It's a difficult space, it's huge, it's a huge park and I don't think there's enough of them [Contractor staff] really".

A further example of this is the lack of on-site composting which was felt to be anathema to gardening. But a potentially bigger issue was about the sustainability of maintaining the Park's planting and wildlife, given that the Park will become busier as the housing development is completed in the environs. As one interviewee puts it:

"maybe the problem here isn't so much how the space is being managed but how it's being used...For every considerate park user there seems to be two who will happily throw their rubbish everywhere... [people] organised enough to bring toilet paper to the park left used hanging from a nearby tree but too lazy to go and walk to the nearby toilets...You can come up with the most evolved plan in the world but if you're faced with a mountain of trash every morning and an endless bill for repairs, it's hard to make big changes!"

The need for engaging with Park users 'who don't treat the park with respect' emerged as a key challenge for the grounds maintenance staff⁷. Community engagement is described as an important part of the Contractor's remit. One of the Contractor Interviewees remarked: "we do Community Planting Days, we take on volunteers and So yeah, community engagement, working with Friends groups...with the local schools, colleges, all our apprentices we take on are from the local schools [and] people come in from the [school] to do a week's to 2 week's work experience. It's imperative that we include the local people".

For the Contractors who are not on-site all day every day, the relationship built up with the local community groups and volunteers brings benefits: "the local community groups...may be able to pass on information to our [Contractor] guys like, the park was really busy this weekend...it becomes a bit more self-policed as well...so if you are including the local community – these guys who were part of the planting see someone trying to walk through or break something, they can say " Hey,

⁷ This may be associated with the levels of deprivation in the area, although this would have to be examined in more detail.

we planted that" and it doesn't need a Gardener or Park Police or anything like that, they start to take pride in and look after things in their park”.

However, it should be noted that there are challenges for the contractor when engaging volunteers such as the significant time and resources it takes to supervise them. This is an issue experienced elsewhere by contractors and local authorities in other settings in the UK and around Europe (Dempsey et al., 2014). As a Contractor Interviewee points out: It is [hard] to set up large schemes for volunteers to visit and help out and start to do some of the work in place of contractors or regular staff. We do have regular amount of volunteers but actually supervising untrained people often slows the work down so don't have too many at any one time ... trying to supervise and maintain large groups of mainly untrained regularly volunteers is way more difficult. It's quite hard to find volunteers willing to turn up at 7am every day and pick up rubbish for three hours, or to spend 40 hours weeding head height weeds on a 45% slope in full sun! ...People want to help but only if their efforts aren't wasted...People will happily give their time to look after a community garden but only if it's a space where litter and vandalism are more controllable. But as I've said we do have volunteers just not quite the armies needed to dig out 10 million creeping thistles (we don't use pesticides in the park)”.

In this way, finding volunteers who want to get involved in grounds maintenance is very hard because it does not fit well with volunteer motivations which may be focused on, for example, fund-raising for capital projects and physical improvements to the park. The Contractor works directly with the volunteers. According to a Contractor Interviewee, “we've got our own Horticultural Development Manager, who does all the volunteer management, we do a lot of corporate volunteering, we work with Volunteer Brokers, so it's all run directly through the contractor”.

A key objective of the contract is to react to avoid the rectification notices and ensuing fines, which may potentially adversely affect Park user engagement efforts by the Contractor. As one interviewee highlighted, because the contract as a task-focused arrangement, it may bring about only the bare minimum in terms of service rather than exceeding expectations. This may be the case in relation to an issue as challenging as changing Park user attitudes to better respect the Park. In this way, the

way in which the Contractor delivers an excellent Park experience is described as going way beyond the contract.

2.4 Conclusions

The interviewees all agreed that the Burgess Park contract is a very successful one. This is because Quadron achieves the objectives they are set and brings value to the Park through skills and training of staff, volunteers and apprentices, the retention of Green Flag Awards, community engagement and cost savings to the Council.

Summary Box 1. Key features of the contract.

- Long contract – 7 years plus 7 years potential extension
- Long and successful relationship between Client and Contractor, manifested in winning new contract October 2016
- Contract based on achieving outputs based on performance specifications set by Client
- Financial penalties are incurred if standards are not met
- The resulting Park landscape is award-winning

The length of the contract is very positively received by interviewees, allowing the contractor to invest in skills and equipment to deliver the contract. However, in terms of the actual tasks conducted, there were frustrations felt that highly trained horticultural staff were spending too much of their time clearing litter. This is underpinned by the prescriptive nature of the contract which is designed to focus on aspects of safety, cleanliness and access given the extensive capital investments made in the Park.

Anti-social behaviour in parks is a perennial problem – and having a contract which rapidly responds to (and removes traces of it) is potentially part of the problem, as users know that they can, e.g. drop litter in Burgess Park and it will be picked up by the Contractor. The penalty or punishment for anti-social behaviour is passed from the Park user to the Contractor which does not really address the underlying attitudinal problem. While we were unable to talk to the local authority as part of this case study

report, our findings point to the potential for a joined-up Client-Contractor-Community approach to working with Park users to help address the attitudinal issues about littering and anti-social behaviour. We do not know if this formed part of the new contract⁸, but if so, it could potentially allow the contractor to spend more time on enhancing the horticultural and ecological quality of the Park (and training of the staff).

It is hoped that this case study provides interesting insights for local authorities and stakeholders facing similar challenges in grounds maintenance to those experienced in Southwark.

⁸ Perhaps this will form part of the role of the new Corporate Development and Volunteer Manager.

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3

**QUEEN ELIZABETH OLYMPIC PARK, LONDON,
UK**

EXPERIENCES WITH LONG TERM PARTNERSHIP BASED CONTRACTING

INOPS Case Study

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3.1 Introduction

This case study provides a detailed description of the experience with contracting out for the specific site of the Queen Elizabeth Olympic Park in east London, UK (Figure 1). While this case study is not based on the experience of contracting out by one specific and pre-existing local authority, the Park crosses four local authority boundaries and is at a large enough scale to merits close examination. The case study provides valuable insight into the challenges of working with a number of stakeholders in partnership, with particular reference to the client-contractor relationship for the park's maintenance.



Figure 1. Location map of Queen Elizabeth Olympic Park (copyright: Google Maps).

The Queen Elizabeth Olympic Park is an anomaly when it comes to green public space in the UK. It is the largest new park to be built in the UK for over 100 years (Naish and Mason, 2014). It is a brand new space with no pre-existing park landscape, which raises a number of interesting challenges for the park's ongoing maintenance and management. The site is not just the Park but also will be home to over 10,000 households living in five new neighbourhoods which are all located in the newly-created E20 postcode. The legacy development is on such a scale that it has involved

the creation of a new planning authority for the area. All of this brings a number of challenges that are discussed throughout this case study.

The case study report is organised into the following sections. First, there is a general introduction to the park and the organisation of the park administration. This is followed by an examination of the experience between the client and contractor in delivering the aims of the park and the maintenance contract.

This case study calls on the following materials:

- Data from a number of interviews with five personnel from the three organisations directly involved in the delivery of the park's management.
- Official documents provided by the London Legacy Development Corporation, including the Biodiversity Action Plan 2014-2019 and the park management plan.
- Official documents provided by the Olympic Park Legacy Company including parts of the maintenance contract.

3.2 About Queen Elizabeth Olympic Park

Queen Elizabeth Olympic Park is at the centre of the legacy of the 2012 London Olympic Games. It was always a part of the Olympic vision that there would be a physical legacy from the Games which would contribute significantly and positively to the economic, social and ecological future in the east of London.

The site is located on extensive brownfield land which was contaminated and remediated which involved the washing and processing of over 2 millions of tons of soil (Figure 2). The Park covers 560 acres, with 6.5km of waterways, 15 acres of woods, hedgerow and wildlife habitat and over 4,300 new trees have been planted (LLDC, 2015a).

Residents have already been moving in to the area since 2015, including Chobham Manor which alone will provide over 800 new. There will be important transport links connecting the neighbourhoods with the rest of the city and beyond, including a

Crossrail link (2019). There will also be a new cultural and educational district (the Olympicopolis Plan) which will include new campuses for the University College London, a move of the University of the Arts London's London College of Fashion, and new outposts of the Victoria and Albert Museum and Sadler's Wells (Brown, 2015).

The Olympic Delivery Authority was responsible for delivering the build of the Olympic and Paralympic Games and LOCOG (London Organising Committee of the Olympic and Paralympic Games) was responsible for running the events, after which LLDC took over. LLDC has responsibility for the Olympic Park and the permanent venues including the London Aquatics Centre, Copper Box Arena, International Broadcast Centre (IBC), ArcelorMittal Orbit and the Olympic Stadium which is now named the London Stadium and home to West Ham United who moved in for the 2016-17 football season. Other venues are owned and operated by other organisations – e.g. Lee Valley Regional Park Authority own the Velopark and Hockey and Tennis Centre.

The London Legacy Development Corporation (LLDC) is the body now responsible for delivering this physical legacy to ‘transform and integrate one of the most challenged areas in the UK into world-class, sustainable and thriving neighbourhoods’ (LLDC, 2016).

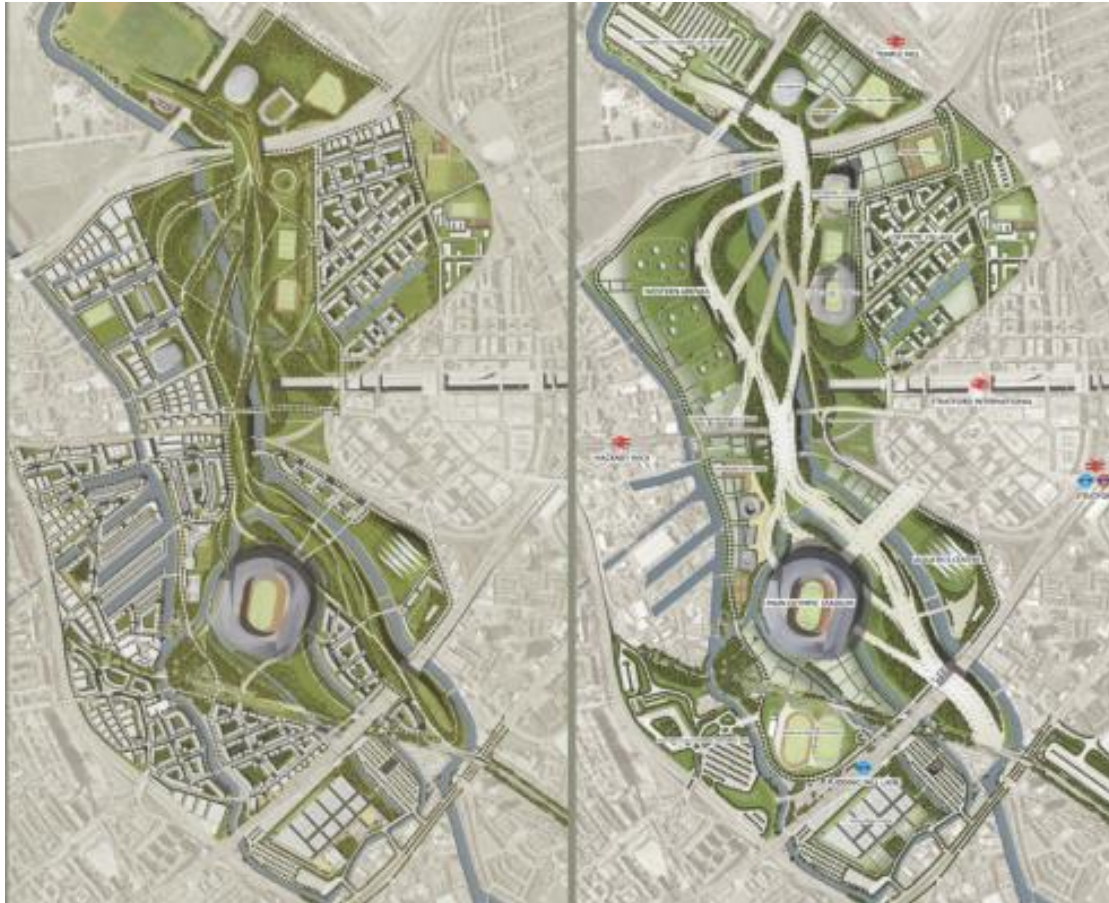


Figure 2. Right: London 2012 Olympic Park designed for the Olympic Games;
Left: the Park transformed after the Games
Image: London Legacy Development Corporation.

3.2.1 The Parklands

The Parklands within the Park are extensive. There are 102 hectares of publicly accessible open space within the Park and immediate surroundings, and 45 hectares of Biodiversity Action Plan (BAP) habitat with links to existing corridors (LLDC, 2012). Post-Olympic Games, the transformation of the Park was focused around three main activities. Firstly, fixtures from the Games were removed (e.g. temporary seating and stadia); secondly, ‘stitches’ – i.e. attractive green connections – were created across the park east to west, north to south to connect the surrounding areas into the park; thirdly, the public parkland was completed (the North Park was opened in 2013 and South Park in 2014), which has resulted in a doubling of the size of the Park during the Games (Naish and Mason, 2014).

The concept of *green infrastructure* underpinned the design and planning of the landscapes in the park. Green infrastructure has been defined as “an interconnected

network of protected land and water that supports native species, maintains natural ecological processes, sustains air and water resources and contributes to the health and quality of life for ... communities and people’’ (Williamson, 2003, p. 4; Roe and Mell, 2013).

Key parts of the Park’s green infrastructure include the regenerated river valley, wetlands, tree planting, native and exotic wildflower meadows building on ecologically-based urban vegetation. Issues to be tackled across the site included flooding, extensive land contamination and water pollution, in part because the site lies within the Lee Valley floodplain.

The vision was for the Park to be for people and wildlife and of a very high quality in terms of design and management (Landscape Institute, 2012). The vision for the management of the park is:

“to take forward the legacy of landscape design and horticultural excellence, beauty and quality, community participation, sustainability and nature conservation created for Games time” (LMS & LLDC, 2014, p. 2).

To do this, the formal strategy for the Park includes a pledge to ‘continue the legacy of horticultural excellence...conserve and enhance the biodiversity of the waterways and parklands [and]...ensure that the Park meets the dual needs of a local park for local communities and an iconic national and international destination’ (LMS & LLDC, 2014, p. 3).

Three Priority Themes ‘drive the delivery of the Olympic Legacy’:

- Promoting convergence and community participation
- Championing equalities and inclusion
- Ensuring high quality design and environmental sustainability

(LMS & LLDC, 2014, p. 26).

The delivery of the final theme is supported by LLDC’s policy document *Your Sustainability Guide To Queen Elizabeth Olympic Park 2030*, published in 2012, LLDC’s Biodiversity Action Plan and the Park Management Plan.

Over four million visitors came in the first full year to the Park which exceeded expectations. Based on this, the target of 4.4 million annual visits has been set for 2015-16 (LLDC, 2015b) but our interviewees put this at around 5 million annual visitors. This larger than anticipated number of visitors brings with it challenges for maintenance and management as the following sections outline.

3.3 Governance structure and arrangements

In the North Park area, the landowners of the Parkland are LLDC, Lee Valley Regional Park Authority (LVPRA) and the London Borough of Hackney (LBH). In the South Park area, the landowner is LLDC only. Despite these different landowners, it is stated in the Park Management Plan that ‘regardless of land ownership...the LLDC will generally be responsible for the management and maintenance of the parkland’ (LMS & LLDC, 2014, p. 25)⁹.

The client, LLDC is a *sunset* organisation meaning that it has a finite life and will not exist at some (as yet unknown) point in the future. In the future, it may be a trust which manages the park. As an LLDC interviewee succinctly puts it:

LLDC “is set up specifically to lead the legacy of the 2012 Olympics... Its boundary...covers four different local authority areas...It has its own planning powers, it writes its own local plan, it owns a lot of the land – not all of it, but a lot of the land...Its remit is to really move forward the legacy of the London 2012 Olympics with regeneration, development, better connectivity, all those sorts of things. It also manages the Olympic Park, so it's responsible for managing the Olympic Park...It's an unusual organisation...and it won't last forever. At some point it will be wound up, and something may or may not replace it. I'm not aware of what that is at the moment.”

The contractor was selected after a year-long process of competitive tendering. ENGIE holds the Estates and Facilities Management contract for the Park. The contractor was selected according to quality criteria, the flexibility of the contract, and

⁹ It should be noted that responsibility for the waterways lies with the Canal & River Trust but they were not consulted as part of this case study.

the experience and track record of the contractor. In addition, the contractor was selected according to how well it could fulfil a number of different measures. These are discussed in more detail later and include investing in the locality, getting local people into jobs and getting volunteers in to assist manage the park. In order to achieve these latter objectives, a community interest company (Our ParkLife) was developed that sat alongside the contract. LLDC pays ENGIE which is subject to any deductions based on sub-optimal performance.

The Landscape Group (TLG) is sub-contractor to ENGIE and they carry out the grounds maintenance elements of the Estates and Facilities Management contract. LLDC instructs the Landscape Group with *Management Prescriptions* underpinned by the Park Management Plan and Biodiversity Action Plan which were commissioned by LLDC. In 2016, The Landscape Group merged with Quadron Services Ltd to create ID Verde UK. For the purposes of this case study, the contractor will be referred to as TLG.

Our Parklife (OPL) Community Interest Company (CIC¹⁰) is a subcontractor in this working arrangement and was a social enterprise established by the contractor as part of the overall contract. Our ParkLife has the aim of helping deliver the London Legacy through employment, volunteering, training and providing services on the Park. It was founded by Groundwork London, the social enterprise Renaisi, idVerde and ENGIE. Our ParkLife has contractual targets and requirements set by the LLDC on opportunities for volunteering in the park.

There are formal monthly meetings between LLDC, ENGIE, idVerde and OPL. These are to discuss the performance of TLG and OPL according to indicators within a Performance Quality Management System in place to monitor performance to the outputs (listed in the following section) which underpin the contract. These are recorded via inspection reports which are completed fortnightly by LLDC and TLG on on-site “walk-arounds”. Given the ‘thin client model’ that operates here – indicating that there is little resource allocated from LLDC in terms of policing, the contractor essentially polices and evaluates their own progress. These regular

¹⁰ Any profits that the company generates get re-invested back into the CIC’s core mission and objectives.

evaluation meetings will focus on the *exceptions* reports which minute where performance needs improving within the contract as a remedial process. If standards are not met beyond the next monthly meeting, this can result in a financial penalty of 5% of the contract for that given period.

3.3.1 Green space administration and the grounds maintenance contract

As the body responsible for the management of the park, LLDC put out to tender the contract for managing the Park based on a 10-year period plus an option of a 5-year renewal. The Landscape Group tendered successfully for the contract of grounds maintenance and the contract started in April 2014. This contract sits within a wider suite of activities around Estates and Facilities Management. The Estates and Facilities Management contract is held by the company, ENGIE. So in effect, the Landscape Group is subcontracted by ENGIE to carry out the grounds maintenance in the Park. The contract is operated on an ‘intelligent client’ or ‘thin client’ model. Both terms refer to the contractor effectively doing the monitoring as well as delivering the service based on an output-based (rather than an input-based) model. In this way, the contractor polices its own performance but this is subject to regular checks by the client (outlined below).¹¹

The contract is underpinned by a number of objectives which are directly linked to the objectives of the London Legacy and hence inform the outcomes of the contract:

- Getting local people into work, including 80% of the workforce must reside within the local boroughs
- Investment in skills, training and equipment
- Adhering to the Biodiversity Action Plan
- Adhering to the Park Management Plan for a site which includes natural conservation areas

¹¹ In the words of LLDC interviewee: “With an input specification, which is the old traditional contract, the client would actually write down every single description how they would maintain the park...’. With an output specification, ‘how the contractor delivers the contract technically is down to them. How they actually produce the results and all the day-to-day maintenance operations is up to them how they do that’.

- Creating a high-quality park user experience

While there are specific indicator used to measure – for example – the proportion of local workers, there are examples of how the contractor takes the lead on how these objectives are achieved. For example, the contractor made the decision to put new investment into resurfacing a significant number of the footpaths in the park, because this is a likely ongoing cost throughout the park given the numbers of visitors. A large amount of money was spent in one year renewing footpath areas with resin-bound material which is stronger than previously used materials and has a 10-year guarantee. This involved time researching the best materials and their specifications and making the decision which will mean that they won't have to replace it for 10 years.

To achieve the objectives that are written into the Legacy, the interviewees were all clear that this does not result in the most cost-effective of contracts – i.e. the contract is not about achieving efficiencies. Unlike standard green space contracts, the foundation of this contract is the London Legacy and its positive social outcomes. For example, the employment of at least 80% local workforce means paying the London Living Wage which drives up costs, given the higher cost of living within London compared to elsewhere in the UK. In addition, the contractor was required to invest horticultural skills and training, as well as apprenticeships, given the importance of the Biodiversity Action Plan¹² which is often not a principle driver of urban park management plans. The wide range of landscape types also required the contractor to invest in equipment. The long-term nature of the contract means that the contractor is able to spend more resources on equipment and skills without it adversely affecting profits which it would on a shorter-term contract.

3.3.2 Funding the contract

While exact figures were not discussed in the interviews, the parks maintenance contract is valued at around £2 million per year (ID Verde, 2016). As highlighted

¹² Biodiversity Action Plans were formal policy instruments derived from the UK's ratification of the 1992 Convention on Biological Diversity (CBD). Underpinned by the UK's Biodiversity Action Plan, local Biodiversity Action Plans were created to support the recovery of the most threatened species and habitats and to monitor progress towards the UK's CBD target.

earlier, one of the challenges of this contract is the fact that the landscape being maintained is evolving over time.

The original contract price is subject to a ‘change mechanism’. As an interviewee from LLDC put it: the contract ‘was actually priced for...years back, when it was...pre-built. And then the whole idea is that as the park evolved and changed, this change mechanism, this pricing model, would be used to actually adjust the cost’. It was noted by the same interviewee that the most difficult part of the contract has been the transition between when it was originally priced and now when the price differences are becoming apparent. According to LLDC, this is a very difficult part of the contract to reconcile for two reasons: firstly, because there was no green space asset to price up against at the outset as the contract was written before the park landscape was created, and secondly because of the unforeseen issues and challenges that have cost implications (e.g. bins and footpaths – these will be discussed later).

LLDC’s procurement team seek out efficiencies to be gained in the contract over time, particularly given the need to demonstrate value for public money. The Greater London Authority¹³ funds the LLDC on an annual basis and as such is subject to the same austerity measures that other local authorities are experiencing in the UK. As one LLDC interviewee puts it:

“There may be a requirement, as most local authorities can have, to actually make savings. They may say, ‘Well, you need to make a percentage saving on your total budget. Go away, look at your total service delivery and make some efficiencies.’ And quite often it will be about efficiency savings. So not necessarily cut what you do, but actually do it in a different way that will deliver some savings. Now most savings do that with, focuses on staff reduction. Because in horticulture it’s quite labour intensive and 70% of your costs are down to manpower and staff resource. So we have to look about how we can make those reductions but still try and keep the services, keep the quality there.”

¹³ The GLA is the administrative body for Greater London, headed by the Mayor of London, and 25 members of the London Assembly who are all elected. The London Assembly scrutinizes the Mayor’s activities and can overturn them with a two-thirds majority.

3.3.3 Community engagement

An interesting aspect of the Park is that there was a very limited existing community or community interest group such as Friends/ Park User Group. This is unlike most other parks in the UK. The bulk of the local community do not live there yet because the housing has not yet been built!

To help deliver the London Legacy objectives around local engagement, education and conservation, Our Parklife (OPL) was created to deliver volunteering opportunities on the Park. LLDC have contractual targets and requirements on volunteering which were already embedded in the wider Estates and Facilities Management (EFM) contract (held by ENGIE). OPL have therefore acted as sub-contractor to ENGIE since autumn 2013 and delivers the conservation and volunteering opportunities as a single point of contact for the 700+ volunteers on the books, of whom 4-500 are active. Activities have changed since the Games from mass events to smaller community-based events. The OPL interviewee outlined how OPL also support the managers in the EFM contract to deliver apprenticeships and the Intermediate Labour Market (ILM) programme. This is where local people are given a 6-month work contract which is aimed at people who have been out of work for some time and need additional support getting back into work. If everything goes well after that period, they get taken on a permanent basis. OPL is a small organisation and describes itself as working in partnership as they are dependent on the skills of private, public charity sectors and social enterprise partners due to the complexities of the finance, HR procurement and commercial sides of employing people.

3.3.4 Work specification

The Park Management Plan is key to this. Overall the contract is based on outputs, and in the Management Plan this is considered to be relatively flexible for both contractor and client. For example, there are objectives – e.g. maintain colourful and species-rich meadows, with ‘prescriptions’ such as make 2 annual cuts at specific times of the year (once after seed drop); reseed and plug-planting in autumn as required; and ‘invasive species to be removed’. To achieve this, a smaller number of KPIs (key performance indicators) aid the monitoring. Examples of these include

meadows supporting X number of species (as highlighted in the Biodiversity Action Plan) and amount of meadow area to be in flower not foliage at peak flowering time. This is all monitored as part of the annual and monthly monitoring carried out by client and contractor.

Having said this, there are quality standards of the contract which are not replicated in the Park Management Plan – partly because of the sheer variety of landscape types in the Park. The LLDC interviewees described the contract as a summary document whereas in reality a lot more and detailed maintenance activity is required. The Park Management Plan is therefore ‘a detailed investigation of what we are doing’. The interviewees talked about trying to connect together the ‘triangle’ of the contract, the Park Management Plan and the Biodiversity Action Plan. The two Plans are being reviewed at the moment with the aim of making this ‘triangle’ more *fit for purpose* than it has been in the past.

3.4 Perceptions of the contractual relationship

The general perception of the grounds maintenance contract was overwhelmingly positive from all the interviewees. The contract itself is described as flexible and the working relationships between client, contractor and sub-contractors are ‘very good’ with words such as ‘open’, ‘honest’ and ‘sensible’ used. As one interviewee puts it:

“If you’ve got a contractor that really knows their subject, and you’ve got a client that knows their subject, then I think that’s the basis for quite strong partnership.”

The interviewee from OPL describes how the new Park has required innovative partnership working which is embedded in the commercial world and underpinned by a clear socio-economic vision for the park. The individuals involved were also described as having a very positive part to play in the successful working relationships. The flexibility extends to the way in which the contract is not overly prescriptive and seen as a simple and straightforward contract in the eyes of the contractor. It allows the contractor to use their horticultural skills which is not the norm in other parks. Goldfinches in the Park provide a good example for of this. The

contractor is not required to cut the wildflower meadows on a specific date (e.g. 1st August) but when can cut them when it is best for the meadows (this is based on its seed content). According to TLG, there are over 300 goldfinches that use the wildflower meadows and were foraging in mid-August. In this way, TLG feel ‘that we’re wholly able to make a decision [about] when that can be cut...[The meadows] will be cut, but let’s do it when it’s right’.

The length of the contract has already been mentioned in a positive light given the fact it allows the contractor to invest in equipment and people. The contractual commitments to employ high proportions of local people (target 80%; actual 85%) as well as people from BME (black and minority ethnic) backgrounds (target 45%; actual 65-70%) has made TLG think differently – e.g. longer term – about how they employ workers and develop their skills.

The contractors also have a 39-strong workforce who, given the contract flexibility and clear outcomes required, can respond quickly to issues, e.g. litter after a large event or football match. For OPL, the contractual arrangements in the Olympic Park are a good example of how contractors can benefit the local community.

On the less positive side, there were some concerns aired about the inevitability that the contract was not fully fit for purpose. The lack of history has meant challenges for the contract with unanticipated glitches and problems. TLG describes how the Park is new: ‘the reality is there is no history here, there is no timeline that says I remember when in 1990 we had rain in June ... every day is new’. Some of these problems are down to much greater user numbers. For example, the extent of footfall in the Park means that some of the footpath materials are wearing out and, in hindsight, were not the best choices. The bins which were originally installed were too small and not of adequate capacity, particularly during high-profile events in the Park. The contractors were able to respond quickly to this problem and replace the small bins with 1,100 litre containers. However, client and contractor are developing a new bin strategy to address this ongoing issue.

Despite the praise for the flexibility of the contract, LLDC highlighted that improvements could be made to what was a bespoke contract. This includes more

flexibility in LLDC being a more instructive client which LLDC felt would be more beneficial, and making the contract less about prescriptive requirements. It was highlighted that output specifications can be more expensive particularly where a more intensive response might be needed. For LLDC, these issues would be reconciled through the contract renewal process (which would also necessitate a renegotiation of the price of the contract).

For the contractor, there were challenges in delivering the experience that Park users want which involves a range of skills required, not all of them horticultural in nature. For example the issue of litter is an ongoing one and cleanliness is crucial to maintaining the quality of the Park and the Park experience. To achieve this, the Park must be free of litter by 10am every morning, but achieving that is perhaps not a good use of horticulturally-trained staff time¹⁴.

3.5 Conclusions

Summary Box 1 highlights the key features of the contract. The interviewees all agreed that managing this Park landscape is unlike any other contract. The Park is a brand new and changing landscape with many unknowns still to be discovered. To achieve a high quality Park user experience involves strong working relationships between the client, contractor and subcontractors.

The resulting contract is a good one, given that it was created before parts of the current and future landscape existed. The length of the contract (15 years) is very positively received allowing the contractor to invest in skills and equipment to deliver the contract. The London Legacy objectives are a key underpinning this contract and while they do not make for a cheap contract in financial terms, it is currently resulting in social, economic and ecological benefits for the wider community (human and non-human).

¹⁴ The perceived mismatch between basic grounds maintenance being delivered by highly trained horticulture staff is raised elsewhere in green space literature – e.g. Heritage Lottery Fund (2016); Dempsey et al. (2015).

Summary Box 1. Key features of the contract.

- Partnership-based approach to working relationships
- Long contract – 10 years plus 5 potential extension
- Contract based on outputs – not inputs
- Outputs are directly related to the London Legacy of the Olympic Games 2012
- Flexibility and ability to flex on part of client and contractor
- Thin/ intelligent client model: contractor polices its performance
- Financial penalties incurred if standards are not met
- The resulting Park landscape is award-winning

While there were different perceptions in how well the contract supported the needs of both client and contractor, all interviewees demonstrated sustained motivation to work together to continuously improve the Park, the working relationships and the Park user experience. Taking an output- rather than an input-based contract approach has proved to be a successful approach and one that is not taken in other local authority park contracting-out models. In this way it is a unique approach to parks management in the UK and is best understood as a case study explored in the round. As highlighted above, it provides interesting and potentially transferable aspects for local authorities and other stakeholders involved in parks management. It is therefore hoped that this case study provides interesting insights for those stakeholders interested in alternative approaches to grounds maintenance.

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Conservancy.

4

TÄBY MUNICIPALITY, SWEDEN

LONG TERM EXPERIENCES WITH PUBLIC-PRIVATE PARTNERSHIPS FOR
PROVISION OF PARK AND ROAD SERVICES

INOPS Case Study

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4.1 Introduction

This case report provides a detailed description of the experience with contracting out park maintenance in Täby municipality, Sweden. In particular, the case study of Täby provides insight into leading experiences with contract management and collaboration in ‘partnership’ types of contracts in Scandinavia.

The ‘case’ of Täby is rather unique in many of its key characteristics if compared to the use of contracting out of park maintenance in other municipalities in Sweden as well as in Denmark and Norway, i.e. in Scandinavia. What makes Täby stand out is the characteristics of the formal contract and the management approach, i.e. a high degree of joint planning and collaboration within a municipal-wide long term contract based on visions, strategies and development objectives, together with a very long record of experience with contracting out. The case-study provides a detailed account of the experience with contracting out in Täby, Sweden during a 10 year period.

The case report is organized in the following parts. The first parts provide a general introduction to Täby Municipality and the organization of the park administration. The second part provides insights into the municipality’s experiences with managing a partnership contract for provision of park maintenance. The third part is focusing on the development of the latest contract based on former experiences.

The materials used as basis for the case report consists of

- Data from a group interview with the park and nature management team in Täby including representatives from the private contractor’s daily management (held in Täby, November 2006)
- Data from four interviews per organization with staff on different levels (from the head of the technical department in Täby and head of division at NCC to the day-to-day management in Täby and NCC) at the Municipality of Täby and with the contractor (held by telephone in February 2014)
- Data from an interview with the park and nature management team in Täby (held in Täby, August 2016)
- Tender documents from the 2004 and 2016 contracts

- Official documents downloaded from Täby website (www.taby.se), including park policies, green development plans as well as general information about the municipality.
- Official statistics on municipal election results (www.val.se)

4.2 About Täby municipality

Täby municipality is, one out of a total of 290 Swedish municipalities, located in the outer area of the Stockholm County (Län) which forms part of a larger and densely populated metropolitan area of Stockholm. By 2016 about 64,000 residents lived in Täby municipality centered within two main built up areas. Geographically, Täby municipality covers about 66 square kilometers of which 5.4 square kilometers are waters. The municipality has relatively large recreational ‘green’ areas made up by wilderness, nature areas, forests and waters. Public parks, playgrounds, outdoor sports facilities and similar types of recreational green spaces are located in and around built up areas. Park areas take up about 1 square kilometers of the land in the municipality.

Given its geographical location, Täby municipality offers its residents proximity to the Stockholm metropolitan area as well as recreational outdoor opportunities at the residents’ ‘front door’. The Stockholm metropolitan area is characterized by economic growth and a steady increase in the population. The population has steadily increased in Täby municipality in the past 20 years and the municipality forecast that by 2030 there will be around 80.000 inhabitants (approximately a 25 percent increase from the 2016 population). The forecasted demographic development requires extensive planning and development. Several large development projects takes place within Täby municipality in terms of developing new transport infrastructure, commercial and housing areas as well as urban green spaces and recreational opportunities. Urban development is deliberately focused in and around already urbanized areas in the municipality in order to preserve large and interconnected green areas as well as ensure a sustainable development of urban areas.

Politically, the city council (‘Kommunstyrelsen’), consisting of 61 representatives (‘kommunfullmäktige’), has over the years been dominated by two rightwing parties in Sweden: ‘Moderaterna’ which currently holds 24 seats in the city council for the period 2014-18 and ‘Liberalerna’ which currently holds 16 seats for the period 2014-18 (Source: www.val.se). Economically, the municipality is relatively

well off, with a good tax base and a balanced economy in good shape. Täby is regarded as one of the ‘flagship municipalities’ of ‘Moderaterna’ in Sweden due to political ideas which has contributed to the ambitions to procure many municipal services from private contractors (Interview II). The average income and education level of the Täby citizens are higher than the average for Sweden as a whole and might influence the public opinion on how to run the maintenance contracts of parks and roads.

4.2.1 Green space administration

Management of green areas is administratively embedded in a long tradition for green planning in Täby municipality as well as a planning tradition within the greater Stockholm area to develop new urban infrastructure along several interconnected green ‘wedges’ (RUFS 2010). The tradition in Täby municipality for green planning dates back to at least 1947, where the first formal green planning documents was drafted, and centers upon the importance of larger and accessible green spaces offering recreational, biological and historical values within an increasingly densified urban structure. The tradition has developed and has been supported in consecutive formal planning documents as well as in administrative practices in Täby municipality (source: Grönplan för Täby kommun, Täby Kommun, 2007). Around 2007 the city council in Täby agreed upon a “green plan for Täby municipality” (Grönplan). The plan is described within the park administration as a key ‘political-strategic’ document. The green plan defines overall vision and objectives for the role and development of green spaces in Täby municipality. Overall, the plan states that ‘one half’ of Täby should be green space. The vision defines 11 objectives within four themes. The themes are ‘access’, ‘service and quality’, ‘management’, and ‘physical planning’.

Administrative responsibilities for park and nature areas in Täby municipality are placed in a ‘Park and Nature’ unit which is placed within the technical department. The unit has in 2016 six employees. The unit has responsibilities for planning, design, and maintenance of all green spaces in Täby municipality including, public parks and nature areas. Nearly all activities related to maintenance operations are contracted out to private contractors – between 2004 and June 2016 to NCC and from July 2016 to PEAB. A very small part of maintenance operations are kept in-house. The Park and

Nature unit is responsible for managing in-house maintenance operations as well as the contract with PEAB (earlier NCC). The contract also includes street maintenance which is managed by the Streets department. The contract as a whole is signed by the technical department of Täby Municipality. The new contract from 2016 is developed based on the experiences from the first and the differences are described in second part of the case study.

4.2.2 The history of contracting out in Täby municipality

Täby municipality has contracted out maintenance of parks and roads at least since the Mid1980s. Since June 2004 and onward, Täby municipality has implemented an encompassing collaborative approach to contracting out based on what the municipality has labeled the ‘Täby concept’ (see box 1). The concept was implemented in a new maintenance contract (drift och underhåll) for parks and roads after a public procurement round. Key features in the Täby concept are a focus on functionality and development of green spaces and a long term partnership approach to the contract. The concept also implied that maintenance of parks and roads in Täby municipality is bundled into one contract. In the 2000s, the total annual contract sum was about SEK 50 mill with around SEK 5 mill spend on park maintenance operations.

Box 1. The Täby concept 2004-2014: Key features

- Long ordinary contract duration (10 years) plus 2 years potential extension
- Municipal wide contract (all maintenance operations for parks and roads in the municipality)
- Task descriptions based on visions, visual materials and development objectives
- Standards for horticultural work based on guidelines rather than detailed specification of performance requirements and work instructions.
- Joint planning and collaboration between client and contractor
- Open economy
- Park responsibilities bundled with road responsibilities

4.2.3 Background for the Täby concept

Sweden has a tradition for using functional descriptions as a key method for describing maintenance requirements in parks, green spaces as well as open spaces. National standards in Sweden, for functional descriptions has been developed and

updated over the years at the sector level by key research institutions.. The first national quality standard for maintenance operations in urban green spaces was introduced in 1989 by the publication of the ‘Maintenance manual for outdoor environments’ (Persson, 1989). Based on accumulated experiences, the standard was subsequently developed and revised in the ‘Maintenance manual 98’ (Persson, 1998). The revised standard from 1998 subsequently formed the basis for the development of maintenance standards for different types of green spaces such as those in and around cemeteries (Andersson et al., 2004) and housing areas (Persson et al., 2009). Far from all municipalities use an approach based on functional descriptions for describing maintenance requirements, but it has been widespread and widely known within the park sector over the years as it is included in one of the standard procurement systems in Sweden (the so called AFF-system). In the case of Täby municipality, the available national standard for functional descriptions of park maintenance requirements was used as a key source of inspiration for specifying maintenance requirements in the Täby concept (Täby tender documents from 2004 and 2016).

‘Collaborative’ or ‘partnership’ approaches to contracting out has no policy guidance from national authorities (as, for example, in the UK). The contractual approach in the Täby concept was inspired by ‘partnering’ principles found in the construction business and in particular by developments in the construction sector in Denmark (Interview I). Partnering principles was introduced in the Danish construction sector in the 1990s and adopted for maintenance contracts in the road sector in the early 2000s (Vejdirektoratet, 2003). At the time of the development of the Täby concept, the municipality was furthermore not aware whether other Swedish municipalities had adopted similar ideas (interview I).

4.3 The first contract 2004-2016

The first contract for the period 2004-2016 was procured in 2003. The contract encompassed virtual all maintenance of parks and roads in Täby municipality for the period 2004-2014 as well as an option for 2 additional years, i.e. a contract duration of 10+2 years. The procurement was organized as an open call for interested bidders which subsequently were pre-qualified for submitting full bids. A total of three contractors were prequalified and submitted full bids (NCC, Skanska och ‘Vägverket’). NCC won the contract.

4.3.1 Formal contract management

Congruent with key principles in partnering, the contract was based on a ‘partnership’ approach, prompting the partners to work in an ‘honest’, ‘fair’ and ‘open spirit’. The partnership approach was supported by the political level in Täby municipality and was by the park administration team regarded as a ‘political demand’.

The first contract (2004-2016) included a range of formal management activities at different organizational levels and with different agendas/purposes. For joint management of day-to-day operations the contract specified monthly meetings between the park administration team in Täby and the contractor’s operational management team. The minutes/agenda routinely included items related to overall progress/performance and economy/use of resources. The joint management of day-to-day was complemented with quarterly ‘site visit’ meetings which took place at location chosen by the park administration team (Interview I). Formally the day-to-day management organization was consisting of ‘district responsables’ (‘områdesansvariga’) from the park administration team and an operational manager from the contractor which again were leading the operational staff. In addition to meetings, which focused upon day-to-day operations and progress, a development seminar (utvecklingskonferens) was also held one time a year. Each year they set up new goals for the upcoming season (Interview I). At the level of top management the contract specified bi-annual/annual steering group meetings with the purpose of assessing overall status and progress and address eventual issues (Interview I: 31:30). While the contract involved shared planning and management activities between the park administration team and the contractor, the contractor was not directly involved in planning and meeting activities related to citizens/users (interview I).

When the contract was initiated, the two parts (Täby municipality and the contractor) had initial workshops where common objectives were defined for the upcoming partnership. The common objectives related ‘economy’, ‘park services’ and ‘collaboration’ as the three key themes in the contract. The partners had a continued focus on achievement of the mutual agreed objectives in day-to-day management. Each year, as part of the development seminars, the two parts set up new goals for the upcoming season (interview I). There was also a focus on personal competencies at the different levels in the organization.

4.3.2 Economy

At the initiation of the contract, the budget for green-space maintenance was approximately SEK 4.7 million (interview I). The contract had fixed unit prices for individual operations which could be regulated within the total budget. The municipality could decide on overall budget levels one time per year and a fixed payment followed for the year. Budgets were index regulated in order to calculate for change in general prices for work and machinery in the sector. In addition to the maintenance budget, the municipality had a separate investment budget which was not included in the contract budget. The economy in the contract was organized as ‘open’ and all information about costs and resource allocation was shared. The contractor had full discretion about methods for achieving functional requirements and service targets, but the prioritization of resources was made through consultancy with the management team at the monthly meetings. At the monthly meetings, prioritization of resources could be discussed and adjusted (Interview I). The contract also included an incentive scheme. Savings was shared (50/50) if costs were below budgets and the municipality had the full burden for eventual costs above budget (interview I).

The implementation of the contract also included a mix between prioritization and change in ongoing maintenance routines and new (smaller) investments paid additionally by the municipality (The municipality’s investment budget was not included in the contract budget).

4.3.3 Work specification

For the municipality and the contractor, the key document in the contract for managing park maintenance was a “park policy”. The park policy defined a range of functional requirements and development targets for park services. The document also specified a range of advises based on technically defined instruction measures (skötsel) in terms of a classification of requirement levels (behovsnivå) for all types of green-space, e.g. ‘Superior park’ (‘Finpark’) (Interview I). For each type of green space the contract defined a vision. It was the aim that a green space should correspond with the vision. I.e. by maintenance, a green space should meet functional requirements and service targets. This could also include ‘development plans’ defining how improvement could be made. No performance and instruction based

measures were used at the level of individual elements, e.g. shrubs, (Interview I) and NCC was left with full discretion about maintenance methods. The key documents furthermore had a high degree of visual content in terms of photos and illustrations as key guidance for maintenance operations. A shared database with all registration of all green-spaces was implemented for planning and management (Interview I).

In the 2012 interviews it was found that the formal documents were not used to the same extent as earlier in the contract, especially on the level of the personnel performing the work on site. It was still important to refer to when trying to solve problems when the parties had different opinion on the performance. When trying to solve specific problems in detail the functional description often were wished to give more specific guidance on the expected performance. Nevertheless the functional description was still preferred in comparison to a more detailed description prescribing specific frequencies and e.g. grass height in cm.

4.3.4 Managing Performance

Responsibility for overall contract performance was perceived as shared. If problems with day to day performance were identified it was handled by immediate dialogue and ad hoc joint site visits (Interview I). Site visits could open for ‘horticultural’ discussions such as whether a particular element was not well maintained or whether it was in poor conditions (e.g. older shrubs). (Interview I).

The management team also discussed challenges and ideas with the contractors’ operational staff at the annual ‘park träff’ held when the season starts, e.g. refurbish a flower bed (defined as a maintenance operation and not an investment in the contract). Dialogue with operational staff was also welcomed through daily maintenance (Interview I). Likewise the management team could take direct contact to the contractors’ staff. The management team is generally satisfied with the contract and the performance of the contractor. No money has been deducted from payments due to fault performance (Interview I).

Before the contract (i.e. the years before 2004) the standard of green spaces was very low in the municipality. More resources/investments were allocated due to political awareness of green-space benefits and the level has improved substantially to present (Interview I). A specific interest in the 2012 interviews was whether the level of performance was equally distributed all over the municipality and despite the

intention to reach an even quality most interviewees were aware that they did not always manage to deliver the same quality all over Täby (Interview II). This was regarded as hard to avoid according to specific conditions and often depending on the ambition among the staff performing the maintenance in a specific part of Täby. Another question of the performance concerned when NCC took over the maintenance from other contractors who had constructed and maintained new areas during the guarantee period (normally two years). The new shrubs were then supposed to be maintained as established, which seldom was the case, meaning that NCC had to perform a higher degree of weed control exceeding the agreed cost for shrubs in the contract. This was taken into account when updating the functional description for the second contract 2016 by adding a couple of new categories with the name ‘under establishment’ with a higher price to compensate for the extra recourses needed.

4.3.5 Perception of the contract relation

The general perception in the management team of the implementation of the Täby concept was that it was not something fixed and final, but something which was ‘developing’ in the course of implementation (Interview I). The contract and the day-to-day collaboration were seen as something more than the written agreement, something ‘ongoing’, in terms of a ‘practice for working together’ as well as the partnership with the contractor was a ‘give and take’ (Interview I).

The management team found it a ‘challenge’ to implement the vision, service targets and functional descriptions in day-to-day operations. The management team and the contractor both admitted that it was always a question of ‘interpretation’ (and not something that could be measured against pre-defined standards). In practice the interpretation took place through site visits, park meetings (‘park träff’) and continued dialogue. Täby managers expressed that finding a common ground for agreeing on standards in the daily work: *‘is not that easy’*, and *‘it is always an interpretation’* (Interview I).

4.4 The second contract 2016-2021

The following is based on an interview which took place in the end of August 2016 only two months after the contract start. This implies that many routines were not yet

established, and as such the relations to the new contract are expressing expectations more than practical experiences.

Based on the experiences made in the first contract Täby municipality was interested in a general update of the contract and in getting more contractors into the maintenance contract (Interview II: 14:30). In 2015, a working group with politicians representing all parties in Täby was established to discuss the overall principles for the new contract lay-out. Important aspects concerned how to increase competition and include more contractors. The discussion was very open minded regarding new ways of organizing the contract and in the beginning the working group even discussed ideas to split the contract in very small pieces across the municipality to attract small companies.

The process of preparing the new contract lasted 1.5 years and included an open hearing with potential contractors. When preparing the old contract the main ambition was to find the economically most beneficial contract trying to include as much as possible to achieve synergy effects and minimize the municipality's contract administration. It was agreed at an early stage that the new contract should continue to be some form of partnering as well as a focus on attracting more bidders than earlier to increase competition. The contract was finally divided into four parts: i) Streets and greenspace management, ii) paving, iii) bridges and structures and iv) removing graffiti. The chosen contract duration was five years with three optional years and thus shorter than the first contract (Interview II).

4.4.1 Formal contract management

The basic principles, like adherence to a fair and honest spirit and meeting structures, of the first contract was kept in the second contract. Meetings for steering the contract are held on two levels (a) the monthly 'construction meeting' and (b) the 'cooperation meeting' every fourth month. According to the staff there are also weekly meetings between the parties where they often meet on site to discuss specific questions about maintenance operations and daily performance. A new part in the second contract was an incentive model with a yearly sum of 1 mill SEK – a limited amount compared to the total yearly sum of the contract. The municipality has great expectations on the innovative and relatively complex incentive model consisting of 10 focus areas with different demands (e.g. time and delivery performance, quality and economy) all in all

15 demands each to be graded in five levels. It should be performed four times a year and the yearly incentive should be set after a function inspection in June (Interview II). The greenspace managers have not yet planned how to apply the model in detail but they are curious on how to manage all the judgments that has to be performed. Another difference is that formally there are less specifications on which reports the contractor are supposed to deliver as a basis for the different meetings. This will have to be developed throughout the contract period, and there is an electronic platform for reporting diary, changes in the contract etc. (Interview II). The first contract had a formal demand for a yearly conference between the parties but that is not included in the new contract (Interview II).

4.4.2 Economy

The total yearly estimated budget for greenspace and streets maintenance is 25-35 mill SEK (depending on the municipal budget), estimated complementing works 15-25 mill SEK and adjustment with fixed unit prices. The same principles are applied in the second contract regarding open books (accounting), yearly adjustments of the total contract sum due to the municipal budget and an annual index regulation. As mentioned, the incentive model was new and the contractor should choose the size of the incentive between 1 and 3 mill SEK, a sum that also was contributing to the 'comparative sum' when evaluating the bid. All bidding contractors chose 1 mill SEK. Another incentive part when calculating the 'comparative sum' was the intention to reward a presentation of at detailed cost estimation for management costs due to the level of open details. Compared to the old contract the first one had more focus on rewarding the intentions of how to cooperate during the contract.

All prices in the second contract decreased compared to the first. An interesting fact is that all contractors asked the municipality for the prices of the competing contractors. The municipality classified the prices as secrets due to business causes and all bidders actually was a little embarrassed when realizing they all did the same (Interview II).

4.4.3 Work specification

The work specification is based on the same principles as in the first contract as it was regarded to work out well with functional descriptions and it was also regarded to

demand less effort in monitoring the contract (Interview II). It was supplemented with a few new functions and updated pictures better representing the different functions. The whole database with classification of the different areas was updated as well as the park policy including the overall goals and intentions for different parks, recreation areas etc. (Interview II). The management emphasized that the policy is only a help to understand the intentions – also among citizens – and only the functional descriptions is part of the contractual law. Despite the effort to improve the functional descriptions it was accentuated that there will still be important calibration to do on a day-to-day bases when the management meets on site.

4.5 Perception and performance of the contract

As the second contract only recently started, the relations have just started to establish. There had been a start-up meeting held with both parties to try to establish a common perception on what cooperation means, the core reason for doing the job (serving the citizens) and how to make the communication work (Interview II). Regarding the links and experiences between the first and second contract it has to be concluded that there will be a loss of experience as most central personnel in Täby and all personnel at the contractor have changed. This means a possibility for a fresh start but also loss in local knowledge and experience build during the first contract period. (Interview II).

The performance in the second contract was performed in the same way as in the first – meaning lots of communication on site on a daily basis between managers from both parties. Added to the second contract was the new incentive model which includes measures related to performance such as quality, inspections and risk management. These new inspections have not yet been performed but it is hoped by the managers that this will add value to the second contract.

4.6 Summary of experiences

The initial contract model in Täby (the ‘Täby concept’) implemented in 2004 had strong resemblance with ‘partnering’ principles found prevalent in the road sector in Denmark. The contract model also adopted the Swedish tradition for visual and

functional description of requirements for green space maintenance. The case-study shows also that the adoption of partnering principles for the contract model was initiated and supported by the political level in Täby. The winning contractor of the first contract (NCC) was furthermore represented within markets for construction, road maintenance and public works in both countries. Overall, the contract model seems unique in terms of the mix of ideas found in Denmark with ideas found in Sweden.

The partnership and the contract's embedment in a park policy was furthermore a part of a larger municipal strategy to become an attractive place to live in within the overall metropolitan area in Stockholm. This strategy was also supported by allocation of additional municipal Investment funds for green space development. The overall strategy together with the Täby concept resulted in a significant improvement in green space standards in the municipality from the 1990s until the mid-2000s. The case-study shows that the initial objectives of the contract was not to provide cost savings but to provide an arrangement for service delivery capable of contributing to the realization of the overall municipal strategy in Täby. The contract still involved concerns for overall economic efficiency in terms of technical and in particular allocative efficiency. Concerns for economic efficiency were ensured in the initial competitive tendering of the contract (which involved three qualified bidders), continuous prioritization of resource use within an open economy, as well as contractual incentives for seeking efficiency gains in maintenance operations.

The experiences from the first contract motivated some new initiatives when the procurement of the second contract started. Based on strategic thinking and reflections on the historic perspective the overall goal to add value to Täby by delivering an attractive outdoor environment is still crucial, but having improved the overall greenspace quality that issue is not as important as in the first contract. The important concerns are on keeping up the quality and increasing the competition and in trying to achieve that the contract is split up in different parts, the contract time is shortened to five plus three years and a more comprehensive incentive scheme is created. As the early contracts before 2004 included even more parts, water and sewers and the municipal building with its outdoor environment, the long term trend appearing is to keep the basic ideas of contracting out important municipal services but making them smaller to increase competition and trying to find better incentives to improve the contract delivery over time. The new procurement resulted in a new contractor, lower

prices and the new comprehensive incentive program. The first step to achieve a competitive price in a fair procurement process is reached and the effect of the incentive programme on the long term quality will be interesting to evaluate in the future. Using a contract based on functional descriptions and new personnel on both sides (Täby and PEAB) in the second contract there will be a lot of work to do in finding new forms for cooperation and the agreed levels of performance in the contract. The experiences from the first contract show that reaching collaboration and agreements on service standards and performance requires active and continued efforts on behalf of both parties.

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5

CITY OF OSLO, NORWAY

UTTSETTING AV LOKALE PARK- OG VEITJENESTER TIL PRIVATE I STOR
SKALA: EN NORSK CASESTUDIE

INOPS Case Study

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Transportøkonomisk Institutt, Norge.

(Separate case-report also available for download at www.toi.no/publikasjoner)

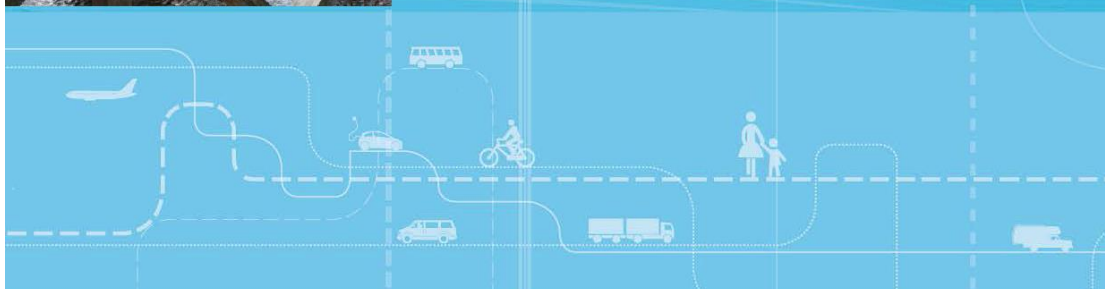
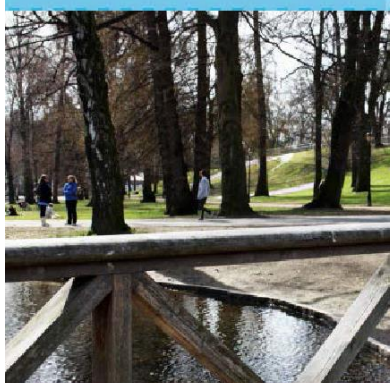
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TØI rapport 1521/2016

Merethe Dotterud Leiren
Ingjerd Solfeld



Utsetting av lokale park- og veitjenester til private i stor skala: En norsk case-studie



TØI-rapport
1521/2016

Utsetting av lokale park- og veitjenester til private i stor skala: En norsk case-studie

Case-rapport i forskningsprosjektet «Innovationer i det offentlige-private samspill» (INOPS)

Merethe Dotterud Leiren
Ingjerd Solfeld

Forsidebilde: Fra Slottsparken, tatt av Kjersti Sørbye Rimer, NMBU

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Sammendrag:

Målet med denne studien er å bidra til å øke forståelsen av kommunal organisering av tekniske tjenester. Den gir også et innblikk i ulike syn på konkurranseutsetting av park- og veitjenester i en stor norsk kommune, som har konkurranseutsatt alle drift- og vedlikeholdstjenester innenfor park og vei. Gjennomgangen viser at sektorene har vært gjennom flere omorganiseringer. Tidligere var veitjenestene utført i egenregi i Oslo veivesen som i 2001 ble et kommunalt eid aksjeselskap, og som i 2012 gikk konkurs. Parktjenestene ble utført i en egen enhet fram til forvaltning og drift ble skilt og kommunen dannet sitt eget kommunale foretak, Park og idrett Oslo KF som i 2009 ble avviklet. Parkdrift i egenregi ble nedlagt i 2011 i forbindelse med danning av Bymiljøetaten. Siden 2012 er både park- og veitjenester konkurranseutsatt og utført av eksterne aktører. Denne casestudien bygger i hovedsak på intervjuer med ansatte i Oslo kommune.

Summary:

The aim of this study is to increase the understanding of how municipalities organise local technical services. It also provides insights into different views related to outsourcing of park and road services in a large Norwegian municipality, which has introduced competitive tendering for all its park and road maintenance services. The contribution shows that these sectors have been re-organised several times. Originally the municipality performed its road maintenance tasks in-house via Oslo vei (Oslo Road), which in 2001 became a municipality-owned stock enterprise. In 2012, it went bankrupt. Oslo carried out its park services in-house until it founded a municipal operation enterprise, Park og idrett oslo KF (Park and sports), which was dissolved in 2009. When the Agency for Urban Environment was established in 2011, the municipality also stopped carrying out park services in-house. Since 2012 maintenance of park and road services has been procured. This case study is primarily based on interviews with employees in the city of Oslo.

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Forord

Temaet for denne rapporten er organisering av drift og vedlikeholdstjenester innenfor park og vei i Oslo kommune. Rapporten gir en beskrivelse av hvordan organiseringen har utviklet seg fra å driftes i egenregi til fullskala utsetting til private entreprenører.

Rapporten er en del av prosjektet «Innovationer i det offentlige-private samspill» (INOPS), som omhandler ulike måter å organisere lokale park- og veitjenester i Danmark, Norge, Storbritannia og Sverige. I INOPS har vi samlet inn data fra en spørreundersøkelse blant alle danske, norske og svenske og en rekke engelske kommuner. Funnene fra Norge er presentert i artikkelen «Capability versus efficiency: contracting out park and road services in Norway» (Leiren, Lindholst, Solfjeld og Randrup 2016). I forlengelsen av de kvantitative undersøkelsene ville vi se nærmere på enkelte case i de ulike landene, for å bedre forstå utviklingen av ulike organisasjonsmodeller innenfor disse tekniske tjenestene. I Norge valgte vi å se nærmere på Oslo, fordi kommunen skiller seg ut ved at den har satt ut alle sine park- og veitjenester på anbud. Til forskjell fra Oslo har de fleste norske kommuner en blandingsmodell innenfor drift og vedlikehold på vei og park.

Rapporten er skrevet i samarbeid mellom forfatterne, Merethe Dotterud Leiren, Transportøkonomisk institutt og Ingjerd Solfjeld, Universitetet for miljø- og biovitenskap, som også har jobbet sammen om datainnsamlingen. Andrej Christian Lindholst, adjunkt ved Institutt for statsvitenskap ved Universitetet i Aalborg, har ledet arbeidet i INOPS, og har bidratt med nyttige innspill underveis i prosessen. Avdelingsleder Frode Longva på Transportøkonomisk institutt har kvalitetssikret rapporten.

Forfatterne vil takke alle som har bidratt med informasjon gjennom intervjuer. Forfatterne vil også takke Andrej Christian Lindholst, Thomas Randrup og Frode Longva for gode kommentarer til arbeidet med dette bidraget.

Oslo, oktober 2016
Transportøkonomisk institutt

Gunnar Lindberg
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Frode Longva
Avdelingsleder

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Sammendrag

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Førfattere: Merethe Døtterud Leiren og Ingrid Solfeld

Oslo 2016 17 sider

Sektorene park og vei har vært gjennom flere omorganiseringer i Oslo med ulike selskapsformer som egenregi, foretak og aksjeselskap. I dag er alle drift- og vedlikeholdstjenester innenfor park og vei i Oslo konkurranseutsatt. Studien gir et innblikk i ulike syn på konkurranseutsetting av park- og veitjenester og hvordan en stor norsk kommune styrer disse tjenestene i dag.

Målet med denne studien er å bidra til å øke forståelsen av kommunal organisering av tekniske tjenester. Ved å se på park- og veitjenester i Oslo kommune, som har konkurranseutsatt alle drift- og vedlikeholdstjenester innenfor park og vei, gir vi en beskrivelse av: (1) hvordan drift- og vedlikehold av park- og veitjenester har utviklet seg de siste tiårene; (2) hvordan kommunen styrer disse tjenestene i dag. (3) Vi nevner også noen sosiale aspekter som ansatte i kommunen er opptatte av i forbindelse med utsetting av tjenester til private aktører. Informasjonen er i hovedsak hentet fra intervjuer med ansatte i Oslo kommune.

Gjennomgangen viser at park- og veisektorene har vært gjennom flere omorganiseringer. Tidligere var veitjenestene utført i egenregi i Oslo veivesen som i 2001 ble et kommunalt eid aksjeselskap, og som i 2012 gikk konkurs. Parktjenestene ble utført i en egen enhet fram til forvaltning og drift ble skilt og kommunen dannet sitt eget kommunale foretak, Park og idrett Oslo KF som i 2009 ble avviklet. Etter konkursen i Oslo Vei AS i 2012 hadde Oslo kommune ikke lenger eierskap til utførere av park- og veitjenester.

Når det gjelder hvordan kommunen styrer drift og vedlikehold av park- og vei-tjenester, så skjer denne gjennom kontrakter og oppfølging gjennom møter og av kontrollører, som hver dag er ute i feltet for å se til at avtalene følges opp. Risikofordeling mellom kommunen som oppdragsgiver og de private entreprenørene er et tema hvor kommunen er usikker på om den har funnet en god balanse.

Aspekter som de ansatte har vært opptatte av, gitt flere omorganiseringer, inkluderer arbeidsforhold, «eierskap» til arbeidet og tap av kunnskap.

1 Innledning

I en spørreundersøkelse gjennomført blant alle norske kommuner finner Leiren m.fl. (2016) at innenfor drift- og vedlikeholdstjenester på vei og park, har de fleste norske kommuner en blandingsmodell. Få rendyrker organiseringsmodellen enten ved å gjennomføre alle oppgaver i egenregi eller sette ut alle oppgavene til private. Forfatterne finner også at en viktig grunn til at norske kommuner setter ut park- og veitjenester til private entreprenører, er at kommunene ikke har kapasitet til å utføre tjenestene selv. Derfor er det interessant å se på den største kommunen i Norge, Oslo, som har nærmere 660.000 innbyggere, og som på grunn av sin størrelse forventes å ha kapasitet til å utføre tjenestene i egenregi. Etter flere omorganiseringer, herunder opprettelsen av kommunale foretak, har imidlertid kommunen valgt å sette ut alle sine drift- og vedlikeholdstjenester for park og vei til private aktører.

1. I denne undersøkelsen stiller vi tre spørsmål: Organisering: Hvordan har drift- og vedlikehold av park- og veitjenestene utviklet seg de siste tiårene?
2. Styling: Hvordan styrer kommunen disse tjenestene i dag?
3. Sosiale aspekter: Hvilke sosiale aspekter har de ansatte i kommunen vært opptatt av i forbindelse med utsetting av tjenestene til private aktører?

Studien er viktig fordi det er en av svært få studier av vei- og parktjenester på lokalt nivå i Norge (Leiren m.fl. 2016; Randrup og Persson, 2009). Park- og veitjenester legger beslag på arealer, som er aktuelt spesielt der det er kamp om plassen i byområder. Sektorene er også av betydning for trafiksikkerhet, helse, miljø og klimahensyn.

1.1 Metode

Studien bygger på kvalitative kilder. For å gi et innblikk i konteksten for delegering av tjenester til private aktører benyttes informasjon hentet fra bidrag i litteraturen. Informasjon om lokal vei- og parkdrift i Norge generelt er også hentet fra litteratur og intervjuer med representanter for nasjonale interesseorganisasjoner, en for park (Bad, park og idrett) og en for vei (Norsk kommunalteknisk forening). Informasjon om erfaringene med delegeringen av park- og veitjenester i Oslo er hentet fra et intervju med tre representanter for vei- og parkforvaltningen i Oslo. Informasjon om dagens organisering og historien fram til denne bygger i hovedsak på intervjuer med en representant for veiforvaltningen, en for parkforvaltningen samt en tidligere medarbeider gjennom mange år innen drift og forvaltning av parkområder- og trær i Oslo kommune, samt kommunale dokumenter.

For å unngå at informasjon er knyttet til personopplysninger og i tråd med reglene om personvern, er informantene anonyme (NSD Personvernombudet for forskning, uten dato). Dette har bidratt til at informantene har kunnet snakke fritt. Rapporten er ensidig ved at intervju data i hovedsak er samlet fra personer som arbeider i kommuneadministrasjonen. At enkelte informanter har lang tilknytning til feltet bidrar med refleksjoner over tid. Imidlertid er synspunkter og perspektiver fra utenforstående mangelfull i rapporten. Derfor nøyer vi oss med å beskrive overordnede trekk og påpeke

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sentrale diskusjoner knyttet til omorganiseringen av park- og veitjeneste-ansvaret. Vi tydeliggjør også hvilke beskrivelser som er hentet fra de vi har intervjuet.

Arbeidet er en del av et større prosjekt «Innovationer i det offentlige-private samspill». Statistisk informasjon om organisering av drift- og vedlikeholdsoppgaver innenfor vei og park i norske kommuner er publisert i et spesial nummer av *International Journal of Public Sector Management* utgave 29, nr. 5, 2016. Prosjektet har en egen hjemmeside (se: [http://vbn.aau.dk/da/projects/innovationer-i-det-offentligeprivate-samspil-inops\(8b3197f6-c37b-4fab-bc90-97a875d28297\).html](http://vbn.aau.dk/da/projects/innovationer-i-det-offentligeprivate-samspil-inops(8b3197f6-c37b-4fab-bc90-97a875d28297).html)).

1.2 Gangen i rapporten

I denne rapporten gir vi i neste kapittel en kontekstbeskrivelse av delegering av offentlige tjenester til private entreprenører. Deretter beskriver vi hvordan organiseringen av drift og vedlikehold av park og vei har utviklet seg i Oslo siden tidlig på 1990-tallet, da disse tjenestene ble drevet i egenregi. Så beskriver vi hvordan tjenestene styres i dag og til slutt nevner vi en del sosiale aspekter ved konkurranseutsetting og hvilke verdier som settes under press når kommunene velger å sette ut tjenester som tradisjonelt har vært utført i egenregi.

Til slutt konkluderer vi med at selv om det i Oslo har vært utfordringer med utsetting av kommunale park- og veitjenester til private, har organisasjonen nå «satt seg» og tidligere problemer i stor grad løst eller akseptert. Videre utfordringer er vurdering av kontraktens utforming og varighet samt medvirkning fra publikum og innovasjonsaspekter i kontraktene.

2 Norsk kontekst for utsetting av tjenester til private entreprenører

I denne delen gir vi et innblikk i hvordan utsetting av offentlige tjenester til private aktører gradvis har blitt innført i Norge. Tekniske tjenester er sektorer som ofte har vært konkurransutsatt tidligere eller i større grad enn andre offentlige tjenester. Vi gir en introduksjon til hvordan dette har vært for drift og vedlikehold innenfor park- og vei-sektoren.

2.1 Utsetting av tjenester i norsk kontekst

I 1990 begynte den norske regjeringen å skille ut tjenester og selskaper samt å øke uavhengigheten til utskilte offentlig eide selskaper (Christensen, 2003). Innføringen av «New Public Management» var del av en grundig utredningsprosess. I 1984 presenterte Høga-utvalget det norske systemet for virksomhetsstyring (Skagestad, 2015). Det la til grunn et kommersielt utgangspunkt som legger til grunn at offentlig forvaltning og private bedrifter er av samme karakter. I 1986 presenterte Høyre-regjeringen et moderniseringsprogram. Året etter innførte Regjeringen Brundtland et fornyelsesprogram, Den nye staten. Disse programmene innførte mål- og resultatstyring i forvaltningen, men formuleringene var svake og uten forpliktelser. Imidlertid satte fornyelsesprogrammet en plan om å innføre resultatstyring innen utgangen av 1990.

Siden 1990 har flere offentlige administrasjonsheter endret tilknytning og selskapsstruktur. I 2002 økte regjeringen fokuset på delegering av en rekke ulike roller og funksjoner (Arbeids- og administrasjonsdepartementet, 2002). På kommunalt nivå har konkurransetsettingen økt. Prosentandelen kommuner som har innført en form for konkurranse av offentlige tjenester økte fra 60 i 2004 til 77 i 2008 (Hovik og Stigen, 2008). Konkurransetsetting blir oftere innført for tekniske tjenester enn andre tjenester, og driftsoppgaver er de oppgavene som er mest konkurransutsatt i kommunene (Hovik og Stigen, 2008).

2.2 Delegering av lokale park- og veitjenester i Norge

I Norge startet utviklingen med økt bruk av private entreprenører innenfor vedlikehold og drift av kommunale parker og veier i henholdsvis 1990 og 2000. Nasjonale myndigheter har vært viktige i denne utviklingen ved å gå foran og vise vei. Mange kommuner opprettet først sterkere funksjonelle og finansielle oppdelinger innad i administrasjonen, enten ved at de etablerte offentlige selskaper eller separate interne avdelinger med ansvar for vedlikehold. Senere ble noen av tjenestene konkurransutsatt. Det første kjente eksemplet på slike reformer innenfor park- og grønt-området er fra 1995 hvor den mellomstore kommunen Drammen, skilte ut vedlikeholdsoppgaver i et aksjeselskap og innførte anbudskonkurranser. Noen kommuner har beholdt ansvaret i egne hender, og utfører vedlikeholdsoppgaver internt via offentlige selskaper. Andre kommuner har oppløst

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offentlig eide selskaper og i ulik grad satt ut vedlikeholdsoppgavene til private entreprenører. For eksempel opprettet Oslo og Tromsø offentlige aksjeselskaper med ansvar for vedlikeholdsoppgaver innenfor park og vei tidlig på 2000-tallet. I Oslo ble det kommunale foretaket med ansvar for park- og friområder oppløst i 2009, og veiselskapet i 2012 etter år med dårlige økonomiske resultater. Siden da har Oslo konkurransesatt alle drifts- og vedlikeholdsoppgaver innen park og vei, i motsetning til eksempelvis Stavanger som etablerte et selskap i egenregi i 2005. Selskapet deltok i konkurrerende anbudsprosesser i Stavanger og andre steder og har utvidet virksomheten sin til omkringliggende kommuner, som følge av at de har vunnet anbudskonkurranser.

Opp gjennom årene har kommunene testet ulike måter å organisere park og vei-ansvar (se for eksempel Durcuz, 2014). Det er tre vanlige måter å organisere drift og vedlikehold av park og vei i Norge: Å sette ut tjenestene, drive dem i egenregi og en kombinasjon av å sette ut tjenestene og drive dem i egenregi. I det første tilfellet organiserer kommunene som har satt ut tjenestene sine, anbudsprosesser, administrerer kontrakter og kontrollerer at de private entreprenørene følger opp kontraktene og gjør det de skal. I det andre tilfellet har lokale myndigheter som ikke setter ut tjenestene, en intern tjeneste-enhet, som utfører vedlikeholdsoperasjoner. I det tredje tilfellet løses noen oppgaver internt, mens andre oppgaver settes ut til eksterne. Det kan være de samme oppgavene som delvis løses internt og eksternt, eller det kan være ulike oppgaver. Noen kommuner har organisert seg slik at de har klare grenser mellom de enhetene som planlegger og bestiller ulike oppgaver og de som utfører oppgavene. I slike tilfeller ligner organiseringen på ansvarsfordelingen hos kommuner som har satt ut tjenestene sine. Det kan være en forberedelse av framtidig utsetting av tjenester og til slutt føre til inngåelse av kontrakter med private operatører. I det tredje tilfellet kjøper kommuner som kombinerer kontrakter med private entreprenører og drift i egenregi, oppgaver som egen enhet ikke utfører på markedet. Mens større og mellomstore kommuner i Norge er kjent for å ha gjennomført reformer som har endret organiseringen i kommunen, anses mindre kommuner å være mer tradisjonelle i måten de organiserer sine tjenester på, dvs. at administrasjon og drift er integrert i samme enhet i kommunen (Leiren m.fl. 2016).

3 Vei- og park-tjenester i Oslo

I denne delen beskriver vi hvordan drift- og vedlikeholdstjenestene er organisert i Oslo. Deretter beskrives den historiske prosessen fra egen drift via dannelsen av kommunalt foretak for parkdrift og aksjeselskap for veidrift til 100 prosent konkurranseutsetting. Deretter beskriver vi hvordan dagens kontrakter utformes og hvordan kontraktstyringen i Oslo foregår. Til sist oppsummeres hvordan informantene ser på dagens organisering av vei- og parktjenester og noen tanker om relevante utfordringer i dagens forvaltningssituasjon.

3.1 Organisering

I Oslo er vei- og parkforvaltningen en avdeling under Bydriftsdivisjonen i Bymiljøetaten. Den består av fire seksjoner: kontroll, vei, park og byromsforvaltning, totalt utgjør dette ca. 50 personer som jobber med forvaltning og drift. Bymiljøetaten ble opprettet i 2011 og er en sammenslåing av den tidligere friluft-, samferdsels-, idretts-, trafikk- og ENØK-etaten. Mens Parkforvaltningen i Bymiljøetaten har ansvar for parker i sentrum og store byparker, turveidrag og sammenhengende grøntstruktur, har bydelene ansvar for lokale parker, plasser, grøntarealer og nærmiljøanlegg. Innenfor idrettsforvaltningen har Oslo en del egendrift og avtaler med lokale idrettsforeninger. Tradisjonelt gjelder dette gressklipping. For øvrig kjøper Oslo i dag inn alle park- og veitjenester.

3.1.1 Fra Oslo parkvesen til bymiljøetat

Historisk har det vært en utvikling mot større og mer sentraliserte enheter innen park- og friområdeforvaltning. Parkvesenet ble på 90-tallet slått sammen med idrettsvesenet til å bli Park- og idrettssetaten og deretter, i 1999, sammenslått med Skog- og friluftsetaten og gitt det nye navnet Friluftsetaten som senere gikk inn i dagens Bymiljøetat.

I forbindelse med opprettelsen av Friluftsetaten i 1999, bestemte politikerne å skille forvaltning og drift (Oslo bystyre, sak 426/1999). Kommunen utviklet en «bestiller-/utfører»-modell. Drift av grønt- og friluftsanlegg ble deretter gradvis konkurranseutsatt. Først ute var sør og Groruddalen og deretter indre by. I 2004 vedtok bystyret å etablere et kommunalt foretak Oslo Grønt og Idrett KF (endret senere samme år navn til Park og Idrett Oslo KF). Det kommunale foretaket vant flere av kontraktene som var konkurranseutsatt.

Driften av øyene i Oslofjorden, «Maritim» og driften av de kommunale skogene i Oslo «Skogen» ble ikke konkurranseutsatt. Dette ble, ifølge en av informantene, begrunnet med at det ikke var noe fungerende marked. Drift av idrettsanlegg («Idrett») ble heller ikke konkurranseutsatt. Det inngikk en bestemmelse i foretaksstyrets fullmakter at ansvaret for mindre idrettsanlegg kunne settes bort til idrettslag uten konkurranse (Oslo bystyre, sak 155/04). I den senere tid har Bymiljøetatens parkforvaltning i større grad overtatt idrettens drift av gressarealer, også på noen av kamparenaene. Parkkrammene rundt idrettsanlegg vurderes, ifølge en av informantene, også overført til parkforvaltningen.

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I 2009 ble Park og Idrett Oslo KF oppløst og Park og Idrett Oslo fortsatte som en «Etat under avvikling» (Oslo bystyre, sak 148/09). All parkdrift ble da etterhvert overlatt til eksterne tilbydere. Kommunen beholdt bestiller- og kontrollorfunksjonene for park- og friområdene internt i den nåværende Bymiljøetaten.

Det kommunale foretaket hadde, ifølge en av informantene, utfordringer på kapasitetssiden. En av informantene nevner et eksempel på et oppdrag som det kommunale foretaket tok på seg, men ikke hadde kapasitet til å gjøre. Da de skulle gjennomføre linjerydding for Hafslund, en krevende oppgave, sprakk tidsskjemaet og oppdraget gikk med tap, fordi foretaket måtte leie inn en entreprenør for å ferdigstille oppdraget og oppfylle kontraktsforpliktelsene.

Økonomien til det kommunale foretaket var dårlig. I intervjuene nevnes ulike forklaringer for dette ledelsesproblemer, mangel på fagpersoner og begrensninger i utstyr. En av informantene mener at dårlige kjøretøy og annet utstyr påvirket motivasjonen til arbeidstakerne negativt. På grunn av dårlig økonomi ble det bestemt at organisasjonen skulle avvikles (Oslo bystyre, sak 148/09).

Informantene påpeker også andre årsaker til at det kommunale foretaket Park og Idrett Oslo KF hadde utfordringer og ble lagt ned. Kapasitet var en slik utfordring. Det siste året som foretaket var operativt, utførte det, ifølge informanten, ikke arbeidet tilfredsstillende og ble ilagt store beløp i dagbøter (over 1 million kroner). Det lå i kortene at disse pengene aldri ville komme inn i kommunekassen siden foretaket var eid av kommunen. Dette ville ha vært annerledes dersom det kommunale foretaket i stedet hadde vært en privat entreprenør i tilsvarende situasjon. En av årsakene til kapasitetsutfordringene som informantene fremhevet, var at det kommunale foretaket hadde fast ansatte personer. Foretaket kunne derfor ikke hente inn medarbeidere ved behov på samme måte som en mer fleksibel privat entreprenør kan.

Et par av informantene nevner også at en utfordring i det kommunale foretaket var at personer i kommunens parkvesen hadde fått arbeid gjennom spesialtiltak, som for eksempel arbeidstrening. Dette var personer med ulike utfordringer, for eksempel redusert arbeidskapasitet. Etter hvert ble de fast ansatte. Det kunne være utfordrende, for eksempel, for områdedelere som måtte ha tett oppfølging av medarbeidere i det daglige arbeidet. Det kommunale foretaket fikk, ifølge en av informantene, i noen grad økonomisk kompensasjon for dette.

3.1.2 Spesielle forhold i bydelene

Bydelene har egen drift i bydelsparkene. Bymiljøetaten har i disse parkene fremdeles ansvaret for trærne. Trær ble ifølge en av informantene ikke overført til bydelene i bydelsreformen i 2004. Begrunnelsen for det er, ifølge en av informantene, at bydelene ikke har den kompetansen som kreves for å forvalte trær. Samtidig har bydelene mange store gamle trær som vanskelig kan erstattes. Bymiljøetaten derimot, har solid kompetanse på forvaltning av trær og ønsket å videreføre forvaltning på en sikker måte for å ta vare på disse verdiene.

Bydelene nærmest sentrum (innenfor ring 3) har flere parker med relativt høy standard på opparbeidelse og høy bruksintensitet. Ifølge en av informantene, har flere av disse bydelene gått sammen om å konkurransesette parkdrift. Bydeler i ytre by, for eksempel Groruddalen, driver parkene i stor grad ved hjelp av den sosialt orienterte organisasjonen, Bydelsrusken.

3.1.3 Fra Oslo veivesen til konkurranseutsetting

Konkurranseutsetting startet med en prøveperiode fra midten av 1990-tallet og ble en fast ordning rundt år 2000 innenfor samferdsel. En av informantene mener at målet var å frigjøre tjenestene og gjøre produksjonen mer effektiv ved hjelp av konkurranse. Oslo Vei AS var en norsk entreprenørbedrift som formelt ble etablert 4. april 2001 som en fortsettelse av Oslo Veivesen. Veivesenet var tidligere en etat i Oslo kommune med en 150 år lang historie. Oslo Veis virksomhet omfattet entreprenørtjenester, service- og vedlikeholdsoppdrag, pukk- og asfaltproduksjon og autoriserte verkstedtjenester. Oslo Vei ble begjært konkurs 7. desember 2012. Da konkursen kom, måtte kommunen få på plass en beredskap over døgnet. Dette påførte kommunen mange millioner i ekstrakostnader ekstra. Informanten påpeker at en utfordring knyttet til å eie Oslo Vei var å ha tillitt blant konkurrentene. Selv om Oslo Vei var en «fri fugl», så kunne andre entreprenører være skeptiske til å legge inn bud. Markedet måtte ha tillit til at Oslo Vei ikke ble favorisert.

Tabell 3.1: Historiske hendelser i park- og veiforvaltning i Oslo (figurer utarbeidet av forfatterne)

	Vei	Park
1996	Samferdselsetaten opprettet	
1999		Friluftsetaten opprettes. Bestiller- og utførerfunksjon i etaten skilles
2001	Oslo Vei AS opprettes. (en fortsettelse av Oslo veivesen) Heleid kommunalt aksjeselskap	
2005		Park og Idrett Oslo KF (kommunalt foretak) starter opp
2009		Park og Idrett Oslo KF oppløses og Park og Idrett Oslo fortsetter som en «Etat under avvikling»
2011	Bymiljøetaten opprettes, sammenslåing av Samferdselsetaten, Friluftsetaten, Trafikketaten, Idrettsetaten og ENØK-etaten.	
2012	Oslo Vei AS konkurs	

3.1.4 Krav til økonomisk inntjening

En av informantene som har arbeidet mange år i kommunen og har fulgt utviklingen fra parkvesen til bymiljøetat forteller at selve nedbyggingen av kommunens egne driftstjenester begynte allerede for 20-25 år tilbake. Budsjettbehandlingene gikk fra romslige budsjetter til moderate innstramminger.

Mindre og mindre ressurser og penger ble stilt til rådighet for rodene (områdene), og det ble åpnet for egneinntjening (arbeid for eksterne oppdragsgivere). Tidlig nittitallet kom det ifølge informanten politiske føringer med skjerpede krav om inntjening. For eksempel skulle trepleiegruppa fokusere på å konkurrere i det private markedet og ta jobber for private. Inntjeningskravet fungerte som et stimuli som trakk fokus vekk fra den opprinnelige oppgaven; nemlig kommunens egne trær. De rodene som hadde mulighet og trepleiegruppa utførte oppdrag for private oppdragsgivere. Overskuddet kunne brukes til investeringer i lokaler og utstyr for enheten. Dette skjedde i forkant av dannelsen av Park og Idrett Oslo KF og var, ifølge informanten, en forberedelse til konkurranseutsetting.

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3.1.5 Koordinering av oppgaver innad i kommunen

En av informantene mener at de internt i kommunen er blitt flinkere til å koordinere arbeidsoppgaver som en følge av sammenslåingen av park og veiansvaret i 2011. Både parkseksjonen og veiseksjonen har for eksempel ansvar for søppelkjøring, men på ulike områder. En av informantene illustrerer dette: «Det kan ha uheldige konsekvenser som at det kom noen fra idrettsforvaltningen og brøytet et stykke av en gang- og sykkelvei eller tømte søpla i noen søppelkasser. Så kom det noen fra park for å ordne et annet stykke og noen fra vei et annet stykke igjen.» Informanten mener at det er mer kostnadseffektivt å slå brøytingen sammen. Publikum oppfatter også dette, siden de tidligere opplevde at brøytingen plutselig stoppet opp på et «naturlig» sted.

Parkseksjonen har stort utbytte av å dra på befaring sammen med andre faggrupper i kommunen, mener informantene. For eksempel får økonomiavdelingen større forståelse for hvordan drift av park- og friområder foregår og hva som er avgjørende for god drift. Felles befaringer gir også felles forståelse for hvordan kontraktene fungerer. Kommunikasjonsavdelingen er med på seksjonsmøtene for å fange opp nyheter og bidra til god kommunikasjon utad, til publikum.

Det er, ifølge en av informantene, et ønske om å oppnå synergieffekter mellom park og vei. Tradisjonelt var grøntområder langs vei veiforvaltningens ansvar, men nå forvaltes alle trær, buskfelt og grasarealer langs vei av parkforvaltningen, mens veiforvaltningen vedlikeholder turveier i frileiftsområder om vinteren. Denne utvekslingen hadde noen utfordringer i startfasen, fordi de som utfører ikke nødvendigvis har kompetanse på hverandres fagfelt, for eksempel kan veilov og skiltbestemmelser (som ikke gjelder i park- og friområder) ha betydning for hvordan kantklipp langs vei må utføres.

Veiforvaltningen har hatt driftspatrolje som kan rykke ut på kort varsel og ordne opp i praktiske forhold. Dette har parkforvaltningen tidligere ikke prioritert, men prøver nå ut en ordning med driftspatrolje i indre by. Driftspatrolje blir tatt med i konkurranseutsetting av område sør ved pågående utlysning. Det pågår derfor læring og samarbeid mellom feltene til tross for at alle kontrakter for park og vei er adskilt. Imidlertid er det interesse for å utlyse en felles kontrakt for et begrenset område der det er en god blanding av park- og veidrift.

3.2 Styling via kontrakter

I Oslo kommune er alle drift- og vedlikeholdstjenester innen park og vei satt ut til private entreprenører, det vil si at kommunen kjøper alle tjenestene. Kommunen benytter konkurranseutsetting, når den skal velge leverandør. Anbudsrundene reguleres av lover og støttefunksjoner. Konkurransen fungerer dersom det er nok tilbydere i markedet, noe som er relatert til risikofordeling, kontraktstørrelse og -lengde.

3.2.1 Lover, regler og støttefunksjoner

Parkforvaltningen bruker Norsk Standard NS NS3420ZK (Standard Norge 2016) (som Oslo kommune har vært med på å bygge opp) i sitt konkurransegrunnlag. Norsk standard utgis av Standard Norge som er en privat og uavhengig medlemsorganisasjon og den største utvikler av standarder i Norge (Standard Norge, ingen dato). Standarder kan kjøpes enkeltvis eller abonneres på.

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Lov om offentlige anskaffelser er et sentralt lovverk for utformingen av kontrakter og er sektorovergripende. Den krever at alle offentlige anskaffelser over en viss størrelse skal konkurransesettes.

Andre lover knytter seg til de ulike områdene. Vegloven pålegger at planlegging, bygging, vedlikehold og drift av offentlige og private veier skal være trygg og på en slik måte at trafikken kan fortsette på en måte som trafikanter og samfunn er tjent med.

Forurensningsforskriften og forskrift om plantevernmidler regulerer bruk av planter og sprøytemidler og bruk av salt på vinterveier.

Ellers benytter kommunen håndbøkene til Statens vegvesen, men er ikke pålagt å gjøre det. Oslo har en egen etat, som utvikler rammekontrakter for kommunen. Kommunen har interne web-sider med informasjon.

Et tema er hvordan de ulike avdelingene skal tilrettelegge for anskaffelser. De som jobber med anskaffelser er trent i korrupsjon og mislighold av økonomi. Kommunen har omfattende opplæring og sertifisering. En av informantene, som representerer interesseorganisasjonen for veitjenester, mener at «anskaffelsesreglementet er rigid og vanskelig, og at det derfor kun er de store entreprenører som har kompetanse og ressurser til å være med i konkurransen om å levere tjenester. Samme person mener at prosedyrene kan oppleves som tunge og rigide for forvaltningen, som forbereder utlysninger og vurderer tilbud. Dette var ikke noe som kom til uttrykk i intervjuer med ansatte i Oslo kommune.

Ifølge en av informantene samarbeider staben i vei- og parkforvaltningen tett med jurister i andre avdelinger i kommunen, som er oppmerksomme til å jobbe med kontrakter. Kommunen har hatt rettsaker. De har vært knyttet til selve anskaffelsen, at noen har blitt diskvalifisert i konkurransen.

Eksisterende kontrakter fungerer også som en støtte for de ansatte, når de skal utvikle nye kontrakter. Kommunen forsøker å lære av sine erfaringer i utviklingen. Informantene forteller at når Oslo forbereder en ny utlysning, stiller de seg spørsmål som «hva ønsker vi med ny kontrakt?». De sjekker ut andre fagområder og ser om det er noe de kan ta med derfra eller noe de ikke bør ta med. Oslo kommune har ikke så mange kommuner å sammenligne seg med på grunn av størrelse og inndeling. De ansatte prøver derfor å se på hva som fungerte og ikke fungerte i forrige kontrakt og justerer ved hver ny konkurranse.

3.2.2 Tildelingskriterier og krav i kontraktene

Kontraktene inneholder krav til kompetanse, miljø og pris. Kompetansekrav i park- og friområdekontraktene gjelder fagkompetanse. Det stilles for eksempel krav til arboristutdanning eller sertifisering ved skjøtsel av trær. For kontroll og bekjempelse av fremmede skadelige arter stilles det krav om kompetanse på dette fagområdet. Til arbeidsledere er det krav om landskapsingeniørutdanning eller tilsvarende erfaring og kompetanse som kan dokumenteres. Det stilles også krav til antall fagutdannede gartnere eller arborister som entreprenøren må stille til rådighet til de ulike kontraktene. Antallet varierer med kontraktens omfang og kompleksitet. Det stilles også krav til antall berlinger som entreprenørene må bruke på de ulike kontraktene. Det er et pålegg som gjelder generelt i kommunen, ifølge en av informantene.

Når det gjelder miljøkrav, så ble disse innskjerpet i 2015. I dag er det blant annet krav om at alle kjøretøy som skal brukes i park- og friområde- og trekontraktene skal være elektriske. Ved bruk av andre, større kjøretøy må dette avtales med Bymiljøetaten. Det er heller ikke tillatt å bruke kunstgjødsel eller kjemiske sprøytemidler i park- og friområdeskjøtsel, men det er ifølge informanten et generelt krav til driften som kom allerede på 1980-tallet. Tildelingskriteriene som i dag brukes i park- og friområde- og

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trekontraktene er i stor grad de samme som ble brukt i 2004. Ifølge en av informantene, har flere modeller vært prøvd gjennom årene, og en modell for evaluering som er utprøvd i det siste har følgende vektning av kriterier: pris teller 70 prosent, miljø 15 prosent og oppdragsforståelse 15 prosent. Fordelen med denne fordelingen er, ifølge informanten, at den som best forstår oppdraget og dermed er best kvalifisert, vil kunne få oppdraget selv om tilbudet ikke har den absolutt laveste prisen. Vår vurdering er at dette ikke er klart, når pris vektlegges med så mye som 70 prosent. Vektning av kriterier kan også gi uttrykk for at Bymiljøetaten er opptatt av, for eksempel miljø.

Flere modeller for tildeling er utprøvd gjennom årene. Blant annet en modell der entreprenorene må bestå en rekke forhåndsdefinerte kompetansekrav for å bli akseptert som godkjente tilbyder og deretter avgjøres konkurransen på pris. Dette er den mest brukte formen de siste årene.

3.2.3 Konkurransen

For at anbudprosesser skal gi et resultat som er kostnadseffektivt og ha god kvalitet, må konkurransen i markedet være tilfredsstillende. En av informantene mener at konkurransen så langt har vært stor, og at entreprenorene strekker seg langt for å vinne. Noen selskaper som Mesta og NCC Infrastructure har vunnet flere kontrakter. Mesta AS ble etablert 1. januar 2003, da produksjonsvirksomheten i Statens vegvesen ble skilt ut som et eget aksjeselskap og konkurransetsatt. Det er Norges største leverandør av drift og vedlikehold av infrastruktur (Mesta, ingen dato). NCC Infrastructure er en nordisk organisasjon som opererer lokalt. Selskapet har en sterk markedsposisjon i (NCC, ingen dato).

I parkforvaltningen er det vanligvis fire til fem tilbydere som leverer inn tilbud og noen flere som viser interesse. I de siste kontraktene har det kommet inn tilbud fra «nye» entreprenører, noe kommunen anser som positivt. Det er relativt store entreprenører som får park- og friområdekонтракter. En av informantene mener at en vesentlig årsak er at enkelte oppgaver er blitt svært store, som for eksempel renholdsoppgaver som å fjerne søppel fra parker. Mindre entreprenører har ikke kapasitet til å ta en slik oppgave, mener representanten. Driften av grønt i kontraktene skal derimot være overkommelig også for mindre entreprenører, mener den ansatte i kommunen.

Størrelse på kontrakter

Informantene forteller at park- og veiforvaltningen hele tiden forsøker å rasjonalisere kontraktene ved å tenke på strategi. Et slikt spørsmål er hvor store kontraktene skal være, slik at det er interessant for ulike entreprenører å gi tilbud. Det pågår en diskusjon om kommunen skal splitte opp kontraktene i mindre deler – om de på det nåværende tidspunktet er for store. Spørsmålet er om dette vil bidra til å styrke konkurransen blant entreprenører.

Kommunen har relativt store kontrakter: fire store områdekонтракter på vei, seks for drift av parker og friområder, samt to for trær. Park- og trekontraktene er delt inn i områder; sør, nord, vest, indre by, sentrum og Frognerparken samt vei og gatetrær og trær i bydelsparker. Frognerparken er en stor park, med spesiell nasjonal betydning og har en egen kontrakt for parktjenester.

Det er også mindre kontrakter for spesielle forhold, for eksempel: asfaltering, innkjøp av sommerblomster, innkjøp av løk, livreddertjenester, måling av badevannskvalitet, kontroll/bekjempelse av fremmede skadelige arter og kontroll av lekeplasser.

En av informantene nevner at noen av kontraktene begynner å bli veldig store, og at det kan være aktuelt å se på om størrelsen er «uktig» i forhold til markedet. Når kontraktene er

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store vil de store entreprenørene som har mulighet til å ta på seg kontraktene løse oppgaven ved å ta inn underentreprenører.

Det vurderes også hvilken kontraktstørrelse som er effektivt og håndterbar for forvaltningen.

Informanten forteller at parkforvaltningen ved ett tilfelle har utlyst en mindre kontrakt for et lite område (Bygdøy). Det var imidlertid laber interesse i markedet, og ingen mindre entreprenører la inn tilbud. Området ble deretter innlemmet i en større kontrakt.

Kontraktslengde

De fleste kontraktene innen vei er på fire år. Noen er kortere, men da har kontraktene en opsjon om forlengelse. Ifølge en av informantene, hadde de første parkkontraktene en varighet på fem år. I en periode har kontraktene hatt en varighet på fire år, men nå er femårskontrakter tilbake i parkforvaltningen. Det er ikke anledning til å ha kontrakter med lengre varighet enn fem år uten å ha vedtak fra bystyret, ifølge en av informantene. Etter en periode hvor kontraktene har rullert med oppstart og avslutning på ulike tidspunkt gjennom året, er det nå femårskontrakter med avslutning og oppstart ved nyttår som praktiseres for drift av parker- og friområder.

Risikofordeling

Et annet spørsmål som informantene nevner, er risiko som et strategisk grep. Kontraktene fordeler risikoen mellom entreprenør og kommunen. Et viktig spørsmål er da: «Hvem skal ha risikoen – kommunen eller entreprenøren? Hvis entreprenøren får betalt for brotting og det ikke kommer snø, vil det være ulønnsomt for kommunen.» I dag har kommunen for eksempel en funksjonskontrakt som pålegger at det ikke skal være mer enn fem cm snø på veien. Hvor ofte dette skjer om vinteren er usikkert.

Kontraktene for park er i hovedsak resultatorienterte, for eksempel er det en fastlagt lengde på gress til plen. Dette er fast i kontraktene og risikoen ligger på entreprenøren. Hvis det for eksempel er en fuktig sommer og gresset vokser fort, fører det til hyppig klipping og mindre fortjeneste. Diskusjonen tilknyttet risiko gjenkjennes i de samme sektorene i Danmark (Lindholm, 2015). Veikontraktene er ifølge en av informantene generelt mer basert på funksjon enn parkkontraktene.

Spørsmålet er om kommunen burde ta risikoen selv. En av informantene mener at kommunen på et nåværende tidspunkt ønsker å ta mer risiko selv i veikontraktene: «Kommunen er såpass stor at den kan ta en smell eller, i motsatt fall, spare de pengene.» I dag overlater kommunen risikoen til entreprenørene i stor grad. Administrasjonen beskriver funksjonen som operatøren skal utføre. I kontraktene er det et mindre fastbeløp med en ramme med normalbetraktning.

3.2.4 Oppfølging av kontrakter

Kommunen prøver å lage så forutsigbare kontrakter som mulig slik at de kan følges opp av flere ulike personer. Det er mye direkte kontakt med entreprenørene. De har hver 14. dag driftsmøter der forvalter, kontrollingeniør og entreprenør går igjennom hva som skal gjøres. I tillegg har kommunen kontroller ute, Oslo har en stor kontrollseksjon 19 kontrollingeniører, som kontrollerer at innholdet i kontraktene blir gjennomført. Noen kontrollerer arbeidsvarsling, som når det er graving på grunn, så må utførelse sette opp varsling på fortau. De må søke om tillatelse for å gjøre dette og betale leie for grunnen. Hvis de setter opp skilter uten å utføre jobben, vil de få pålegg for å fjerne skiltene, slik at publikum som ferdes råkes i minst mulig grad.

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Seks kontrollingeniører er ute og følger opp drift av park og friområder samt trær. Kontrollørene har ansvar for 1-2 kontrakter hver.

Dersom avtalene ikke overholdes, får operatørene gebyrer. Sanksjonene kan svi for entreprenørene. Kommunen har ikke bonusordninger. Det er et visst samarbeid mellom park og vei ved at de melder fra om forhold på hverandres områder. Parkkontrolløren melder fra om huller i vegen for eksempel. Avvik logges i en mal som fungerer som et rapporteringsverktøy til kommunerevisjon og ledelse.

Kontraktene skal være dynamiske. Det foreligger ikke formelle planer for utvikling av område over tid, men det utføres rehabilitering og informantene forteller at parkavdelingen samhandler med entreprenøren ved at entreprenøren kommer med forslag til tiltak som kommunen vurderer.

Informanten mener at entreprenørene ser fordelene av at alle aktørene gjør en god jobb da det i stor grad er de samme entreprenørene som konkurrerer i markedet og rullerer på de ulike kontraktene.

3.2.5 Politisk styring

Politikerne i rådhuset styrer ansvarsoppgavene via standarder. Administrasjonen har utviklet standarder som tydeliggjør hvor mye politikerne får for ulike størrelser på bevilgningene. Når de skal vedta et budsjett, kan de velge standard A, B og C og se hva det koster, men en av informantene nevner at det ikke nødvendigvis blir gjort. Politikere har ingen «direkte» hånd på kontraktene med entreprenørene. Det fungerer i stedet slik at politikerne gir administrasjonen et budsjett for å levere visse standarder, for at administrasjonen så skal implementere budsjettet.

Politikere og fagadministrasjon er imidlertid ikke alltid enige. En av informantene synes for eksempel at det er for mange politiske føinger, for eksempel at mye skal gå til renhold, mens etterslepet på veiene øker. I intervjuet uttrykker representanten for forvaltningen at de opplever å ha bra politisk kontakt: «Vi får med oss hva som forventes av oss. (...) Politikere har noen budsjetttrammer som er litt spesielle fordi det er så mye som går til renhold. Andre ting henger etter.» Sitatet uttrykker at forvaltningen gjerne ville ha hatt flere frihetsgrader: «Dukker det opp noe, så har vi lite å gå på.»

Hvilke områder som har stort fokus i media og politisk endrer seg med hvilke parti som er styrende. Tøyen kulturpark fikk for eksempel mye oppmerksomhet på 1990-tallet. Etter et skifte i bystyret ble Frognerparken sentrum for oppmerksomheten. I dag er de nye satsingsområdene Groruddalen, Bjorvika og Sørenga samt Tøyenløftet.

En av informantene illustrerer dette med et eksempel fra Sørenga, som har et nytt badeanlegg i Oslo sentrum. Anlegget hadde 30.000 besøkende i løpet av en dag i den mest hektiske perioden. Fire badevakter er engasjert for å betjene dette anlegget. 5000m² kebonydekke som skal vaskes i løpet av en uke, mye søppel skal fjernes og badestrand, badestige og stupebrett skal vedlikeholdes. Det er også en liten park i området. Søppel og vasking utgjør hoveddelen av driften i dette anlegget. Anlegget har høy prioritet og det krever mer ressurser for å drifte dette området enn en park av tilsvarende størrelse. Til tross for slike prioriteringer, påpeker informanten at kommunen også legger vekt på å fordele ressursene.

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3.2.6 Kommunikasjon med publikum

Publikums tilfredshet er viktig for politikerne. Brukertilfredshet, hva publikum mener, er ikke koblet opp mot kontraktene. Imidlertid har kommunen en hjemmeside bymelding.no, hvor innbyggere kan melde ifra om hull i veien, manglende brøyting, behov for kantbeskjæring, tagging og lignende¹. Slik får kommunen beskjed så fort som mulig og mulighet til å ta tak i problemene. En lokal avis får også beskjed om slike forhold.

Kommunen får ofte ros for beplantning. I tillegg til hjemmesiden har kommunen også en «app» BYMelding I fjor fikk de til sammen 20.000 henvendelser. Flere melder på samme sak. Når kontrollingeniørene går på jobb om morgenen sorterer de meldinger. De samme meldingene går til entreprenøren. Hvis noen har meldt om hull i veien, skal de sjekke det. Et søk på internett tyder på at flere kommuner i Norge har «meld gata min»-tjenester.

3.3 Sosiale aspekter

Kommunen har vært gjennom flere omorganiseringer. I den forbindelse framhever de ansatte sosiale aspekter som de er opptatte av, som usikkerhet knyttet til nye roller, arbeidsforhold og kompetanse. Bestiller-/utfører-modellen og senere kommunalt foretak for parkdriften førte til at mange personer fikk endrede roller. Ansatte som tidligere hadde vært kollegaer fikk enten en bestiller- eller en utfører-rolle. Det førte til at personer som tidligere lærte opp nye (gjerner også yngre og uerfarne) medarbeidere plutselig ble satt i en rolle der den nye medarbeideren skulle fungere som bestiller (forvalter) av den mer erfarne utøvende (driftsentreprenør). Det kunne, ifølge informanten, være utfordrende med en slik rolleendring i organisasjonen, «men det gikk stort sett greit på grunn av at det var en kultur for erfaringsoverføring og respekt for hverandre som fagpersoner og kollegaer». Det førte imidlertid til en del frustrasjon mot det politiske vedtaket. En informant påpeker at ansatte i det kommunale foretaket kunne oppleve det som negativt at oppdragene ble satt ut på anbud og at private entreprenører kom og tok over arbeid på områder som vedkommende hadde eierskap til.

I forkant av dannelsen av det kommunale foretaket var det også en del usikkerhet blant de ansatte knyttet til egen arbeidssituasjon. De var usikre på om et kommunalt foretak ville være konkurransedyktig. Det var også usikkerhet knyttet til hvilken organisasjonsmodell som ville bli valgt. Hva ville forskjellen mellom et kommunalt foretak og et aksjeselskap være? Hvilke rettigheter ville de ansatte ha, gitt ulike organisasjonsformer?

Pensjonsrettigheter var et gjennomgangstema, da gjennomsnittsalderen på dette tidspunktet var høy. Flere yngre ansatte begynte å jobbe andre steder. De ansatte var opptatte av hvilke oppgaver det kommunale foretaket skulle gjennomføre, og om anleggsavdelingen skulle fortsette å eksistere. Anleggsavdelingen hadde bygd gressbaner og anlegg. Skulle anleggsavdelingen fortsette å sette opp nybygg eller kun utføre reparasjoner og vedlikehold? Rekruttering har vært et problem som en følge av omorganisering. En av informantene forteller at mange av de mest kompetente gartnerne allerede hadde forlatt kommunen da foretaket ble etablert. Dette er problemstillinger som er kjente fra andre sektorer (se for eksempel Osland og Leiren, 2006; Longva og Osland, 2010).

Etter at det kommunale foretaket ble lagt ned, fikk de ansatte i det kommunale foretaket andre jobber i kommunen. Hovedtyngden av arbeidsstyrken fikk oppgaver innenfor renholdsetaten (REN) til avfallssortering. Dermed fikk faglærte folk andre oppgaver enn de var opplært til, og kommunen mistet verdifull parkkompetanse (Fantoft, 2014). Taus

¹ se <http://www.bymelding.no/Innmelding.aspx>

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knnskap eller immateriell kulturarv, det vil si måten arbeidet blir utført på, gikk tapt. I intervju blir det likevel hevdet at det dramatiske kompetansetapet som fagforeningene hadde varslet om, ikke fant sted blant annet fordi mange allerede hadde sluttet. En av informantene nevner også at en stor del av denne knnskapen ble ivarettatt gjennom bestiller-utfører organiseringen i forkant av konkurranseutsettingen.

3.4 Betraktninger om fordeler og ulemper ved egen drift kontra konkurranseutsetting

Et aktuelt spørsmål i tilknytning ulike organisasjonsformer, er om utsetting av oppgaver til private eller egendrift er mest effektivt og fører til kostnadsbesparelser. Det finnes ingen systematisk oversikt over hva kommunen får for hver krone i det aktuelle tidsrommet og det er komplisert å finne ut av i ettertid. Det er flere årsaker til dette, blant annet:

- Selv om kommunen vet hva budsjettene var tidligere så var ikke lønnskostnadene til arbeiderne i driftsavdelingen regnet med.
- Den driftsmessige situasjonen er endret i forhold til noen tiår tilbake. For eksempel medfører engangsgjeller betydelig søppel, som ikke fantes tidligere. Det er flere innbyggere i kommunene og befolkningsintensiteten i parker og friområder har økt. Mengden søppel generelt har økt.
- Det er utført brukerundersøkelser, men årlige undersøkelser går knn tilbake til 2013.

En fordel med konkurranseutsetting som ble fremhevet av en av informantene var at private entreprenører har gode systemer og rutiner for helse, miljø og sikkerhet på arbeidsplassen. For eksempel stopper private entreprenører arbeidet hvis det er uregelmessigheter med strøm og vann i fontenene. Egne kommunale gartnere som hadde eierskap til anleggene satte alt inn på å fikse det som var galt og tok ikke hensyn til faren som er forbundet med elektrisitet og vann. «Med nye entreprenører fikk man mer orden på HMS.»

Definering av arbeidsområder ble også tydeligere i forbindelse med konkurranseutsetting. Det ble laget beskrivelser som viste områdene nøyaktig. For reformen hadde kommunen for eksempel klippet gress på private områder dersom de anså det som naturlig og hensiktsmessig.

En av informantene mener at det å sette ut tjenester til private entreprenører gir større mulighet til å drive sanksjoner og disiplinere ansatte. På sikt, mener informanten, at kommunen sparer penger på grunn av fleksibiliteten hos private entreprenører. Ifølge flere av informantene, er det imidlertid en fordel ved egendrift at de ansattes eierskap til området er større enn ansatte hos eksterne aktører.

3.5 Tanker om framtiden

Til tross for at kommunen har fått mye kritikk, spesielt fra tidligere ansatte, for å innføre konkurranseutsetting av driften i park- og friområder (Løken, 2011; Fantoft, 2014), men også fra akademiske miljøer (Thorin og Bergaust, 2011) har dagens organisering satt seg. Om kommunen skal drifte og vedlikeholde vei og grøntområder i egenregi eller sette ut til private er ikke en aktuell problemstilling i Oslo. Temaer som er aktuelle nå gjelder etableringsskjøtsel innen parkdrift og hvor etableringsskjøtselen skal plasseres – om det er

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mest naturlig at avdeling for investering skal forvalte de første tre til fem årene etter planting eller om det skal forvaltes av parkdrift. Et annet tema er inspeksjon og hvem som kan kontrollere. Kommunen søker hele tiden etter forbedringsmuligheter og synergieffekter mellom ulike avdelinger.

Et annet område hvor nåværende ansatte ser et potensial for forbedring gjelder forvaltningsplaner. I intervju blir det påpekt at det er et behov for langsiktige planer for anlegg og da spesielt de store parkene. Slike planer burde inkludere langsiktige og kortsiktige mål. Et eksempel gjelder en av Oslos mest kjente parker, Frognerparken, som har en vedlikeholdsplan fra begynnelsen av århundreskiftet. Imidlertid er det ingen rehabiliteringsplan eller utviklingsplan for denne parken.

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