



## Wem Town Council

**SPECIFICATION FOR GRAVE DIGGING WORKS IN LOVE LANE CEMETERY, WEM TO BE USED AS THE BASIS FOR A FIXED PRICE PER EXCAVATION TO OPERATE FOR ONE YEAR COMMENCING THE 1.5.21 (WITH AN OPTION TO EXTEND TO THREE YEARS)**

### GENERAL TERMS OF CONTRACT

1. The successful contractor shall satisfy the Town Council through the Town Clerk.
  - a. That they have available suitable, well maintained equipment to carry out the work.
  - b. That all persons to be engaged in the work have been properly trained in the use of equipment and other materials, and that they have been made fully aware of the nature of the equipment and materials, and possible dangers to themselves and others arising from their transport, storage or application.
  - c. That they have adequate insurance cover against third party claims which might arise from their negligence whilst performing the work.
  - d. That they have adequate Employer's Liability insurance cover in respect of the employees engaged on the work.
  - e. That they are able to comply with all statutory requirements with regard to the performance of the contract.
  - f. That the contractor has the appropriate personal protective equipment for the task in hand.
  
2. The successful contractor shall undertake to inform the Town Clerk immediately they become aware of any deficiency with regard to 1a to 1e as above and respond promptly to any questions or requests for evidence from the Town Clerk on matters relating to the contract.

Conditions of contract definitions;

- A. The burial authority shall mean Wem Town Council. The Supervising Officer will be an employee of the authority.
- B. The contractor employed for this work is ..... who is hereafter referred to as the contractor.
- C. The contract will begin on 1.5.21 and terminate on 30.4.22  
Notice of cessation of the contract for any reasons other than those of a disciplinary nature, shall be of 1 months duration by either party.
- D. Payment will be made monthly in arrears for all works during the previous month.

## **WORK TO BE CARRIED OUT UNDER CONTRACT**

3. The work to be carried out under the terms of the contract shall comprise the following.

### **GRAVE DIGGING CONTRACT**

- 3.1 The general requirements covering all operations in Love Lane Cemetery.
- 3.2. The contractor will be required to undertake works in relation to interment of bodies and cremated remains.
- 3.3 The Cemetery is located at Love Lane, Wem.
- 3.4 The grave location along with the coffin measurements will be provided to the contractor by the Supervising Officer.
- 3.5 To assist the contractor in locating the burial plots, a map will be provided of the cemetery where burial works and excavations and associated works are to take place. The Supervising Officer will identify and mark the grave space at the cemetery to clearly show the position of plot to be excavated.
- 3.6 The contractor should make themselves fully aware of the site conditions and comply with all the requirements for statutory equipment and PPE. Any claims arising from the contractor's failure to comply with this clause will not be admitted.
- 3.7 The contractor will be responsible for the provision, maintenance and safe use of all tools and equipment required for the works.
- 3.8 The contractor must comply with all statutory requirements appertaining to Health & Safety legislation under The Health and Safety at Work etc. Act 1974 (General Duties of Self- Employed Persons) (Prescribed Undertakings) Regulations 2015, and shall be responsible for making the site a safe and tidy place of work for himself and any other persons working on his behalf.
- 3.9 The contractor shall comply with all legislation relating to the payment of income or other taxes and national insurance contributions arising from this contract with the Authority.
- 3.10 Due to the very sensitive nature of the works required in this contract, it is essential that a professional attitude and commitment is maintained throughout the duration of the contract. If the contractor fails to provide the service covered within this contract, the Authority, without prejudice, reserves the right to terminate the contract immediately.
- 3.11 The schedule of rates shall be reviewed annually and is inclusive of all necessary labour materials, transport and equipment for the proper execution of the works and includes all necessary safety equipment and scaffolding which may be required.
- 3.12 Specification of works Operations should comply to Local Authority Cemeteries Order 1977.Part 1 schedule 2 and 3
  - I. No body shall be buried in a grave in such a manner that any part of the coffin is less than three feet below the level of any ground adjoining the grave: Provided that the burial authority may, where they consider the soil to be of suitable character, permit a coffin made of perishable materials to be placed not less than two feet below the level of any ground adjoining the grave.
  - II. No body shall be buried in a grave unless the coffin is effectively separated from any coffin interred in the grave on a previous occasion by means of a layer of earth not less than six inches thick.

- III. When any grave is reopened for the purpose of making another burial therein, no person shall disturb any human remains interred therein or remove therefrom any soil which is offensive.

3.13 The operation of grave digging shall include for the following operations;

- I. Excavation by hand & dressing of the grave
- II. Backfilling by hand of the grave
- III. Reinstatement of the grave by hand

3.14 Graves are to be dug on the day of the burial, no excavated graves are to be left overnight unless agreed with the Supervising Officer.

3.15 All excavations of graves are to be performed by hand. No machines or vehicles to be used in the excavation of graves or backfilling of graves, unless specifically instructed by the Supervising Officer.

3.16 It is the responsibility of the contractor to decide whether the grave requires shoring or not and the Town Council will not be held liable for any claims that may be the direct result of shoring not being used in the excavation process.

3.17 Any damage caused to grassed areas within the cemetery in connection with excavation operations will be put right and made good by the contractor at his own cost to the satisfaction of the Supervising Officer.

3.18 Standard sizes for graves are as follows :-

Single	7' Length	2'4" wide	4'3" deep
Double	7' Length	2'4" wide	6' deep
Cremated Remains	1'2" Length	1'5" wide	2' deep

These are a guide only, actual grave sizes may vary.

3.19 Having completed the excavation the grave should be covered with boards to be provided by the contractor to remove any element of danger to persons entering the burial ground. This task should be undertaken on each and every occasion where a grave is to be left unattended.

3.20 Prior to the arrival of the cortege the following tasks shall be undertaken, the grave being fully prepared not less than one hour prior to the arrival of the cortege at the burial ground.

3.21 The contractor shall empty the grave of any water that has collected within, during or after the excavation.

3.22 The contractor should cover the base of the grave with a layer of wood shavings/ leaves approved by the Supervising Officer to absorb any remaining water. The layer of material shall be uniformly distributed over the whole surface of the grave base. The contractor must allow for the provision of wood shavings in his pricing.

3.23 The Grave surround shall be fitted with a standard raised platform provided by the contractor to give a firm footing for the funeral party / bearers.

3.24 The platform and grave sides shall then be draped with grass matting approved by the Supervising Officer. The matting shall be arranged so the sides of the grave are completely covered and that the sides of the grave are completely covered and that the surrounds are covered to an area extending to 600mm beyond the edges of the

grave. Grass mats shall be pegged as required and shall be neatly and tidily arranged.

- 3.25 Any spoil mound adjacent to the grave shall then be completely covered with grass matting, all storage boards being similarly covered. The matting for the dressing of the graves must be completed by the contractor and covered at his rates.
- 3.26 The area around the grave shall then be cleared of any debris or litter leaving the site in a tidy and presentable condition.
- 3.27 Coffin Lowering ropes / webbing straps and coffin support bearing logs are placed in position normally 2 or 3 of each being required placed at the centres appropriate to the size of the grave.
- 3.28 Coffin Lowering ropes / straps must be polyester or woven flax type (50-75mm wide) and minimum of 7m length.
- 3.29 Coffin support bearers – 2 number required. These must be constructed of hardwood. Sizes approximately 914 x 100 x 60mm with one being marked to define head position.
- 3.30 A pot of fine / graded soil shall be provided by the contractor to the left of the grave side for the use by the mourner, in a suitable container.
- 3.31 During the burial the contractor shall be present on the site to provide any assistance that may be required in the event of collapse of the grave shoring, unless by previous agreement with the supervising officer. During the burial any staff connected with the excavation of the grave shall remain out of sight of the mourners. Any tools and equipment shall be out of sight of the funeral party.
- 3.32 Immediately after the cortege has left the site the grave shall be backfilled. During backfilling, spoil shall not be allowed to fall onto the coffin in such a manner that will cause damage.
- 3.33 The surface of the grave should finally be mounded to produce a uniform and smooth mound of curved cross section standing 250mm proud of the surrounding surface. All work is to be completed on the day of the burial.
- 3.34 Any memorial which has been soiled during the excavation or backfilling of the grave should then be thoroughly cleaned to the satisfaction of the Supervising Officer.
- 3.35 All ropes, grass matting and other equipment provided by the contractor should then be cleaned and retained for future use.
- 3.36 Re opening Graves
  - I. Before any excavation or reopens, there will be a requirement to rod the grave to check that the appropriate depth is available for burial.
  - II. Results of the rodding of existing grave spaces should be reported to the Supervising Officer giving details of depth available and of any problems which are apparent to prevent the excavation of the required grave. If depth is available the Supervising Officer will instruct the contractor to excavate the grave to the size specified, and in accordance with the above specification.
- 3.37 Cremated Remains
  - I. Any interment of cremated remains shall be at the depth of 45mm. The turf shall be lifted from the grave and the grave Excavated to the required depth. When the remains have been placed into the grave the grave should be backfilled and compressed and the turf replaced on the grave.
  - II. All ropes, grass matting and other equipment provided by the contractor should then be cleaned and retained for future use.

### 3.38 Performance of the contract

- I. In carrying out such works the contractor and his staff shall exhibit a caring attitude, showing the most utmost respect for both mourners and to the staff employed by Funeral Directors and others visiting the cemetery or burial ground.
- II. The contractor shall provide and maintain a telephone communications system for the duration of the contract. This is an essential feature of this contract in order to ensure efficient exchange of information between the Supervising Officer and the contractor so that changes in instruction which may affect the efficient management of the cemetery and the level of service provided can be maintained.
- III. Before carrying out any excavation the contractor should examine adjacent memorials to ensure they are in a safe condition. In the event of any memorials being unsafe the contractor shall immediately inform the Supervising Officer.
- IV. The removal and replacement of a memorial will be dealt with directly between the Supervising Officer and the Funeral Director.
- V. Memorials adjacent to the excavation site shall be protected during the excavation and backfilling operations with boards provided by the contractor. Should any damage occur during excavations the Supervising Officer should be notified immediately and the contractor will be held liable for the cost of the memorial repairs or replacement.
- VI. All tools and equipment shall, when not in use be stored or kept away from the grave sides.
- VII. The contractor may be required to undertake the removal of remains or special burials which shall be carried out in accordance with the relevant Home Office Licence and faculty issued by the Church Authority.

3.39 It is the responsibility of the contractor to acquaint himself with and ensure all operations comply with all Statutory Regulations and recognised Codes of Practice relating to the works to be undertaken and in particular (for example but not by way of limitation).

- A. Health & Safety at Work Act 1974
- B. Construction (lifting operations) Regulations 1961 1998
- C. Construction (general Provisions) Regulations 1961
- D. Local Authorities Cemetery Order 1977

The Contractor shall ensure that all staff are fully trained, conversant and skilled in the operation undertaken.

3.40 Grave diggers must supply a copy of their Public Liability Insurance and Health and Safety Policy, risk assessments and method statements prior to working at the cemetery.

3.41 Grave diggers must follow the ICCM Code of Safe Working Practice for Cemeteries and must ensure the safety of all staff, contractors and visitors to the cemetery as a result of their work.

### 3.42 Reporting Accidents

- I. The contractor shall notify the Supervising Officer immediately of any notifiable accident or dangerous occurrences (as defined in the reporting of injuries, diseases & Dangerous occurrences regulations 1985) 2013 which occur on the authorities property or premises. Accidents will be recorded.
- II. The Contractor shall immediately bring to the attention of the supervising officer anything which in their view constitutes a danger to persons or property.

3.43 Spoil from the graves is to be placed in the area designated by the Supervising Officer.

### **REFERENCES**

4. Applicants are required to supply examples of similar works undertaken.

### **VARIATION TO COST**

5. The Town Council will consider an annual variation of the cost of the contract due to inflationary pressures.

### **SUBMISSION OF QUOTES**

6. Quotes must reach the Town Clerk, at the address given not later 22<sup>nd</sup> April 2021.
7. The Town Council does not undertake to accept the lowest quote.

### **FORMAT OF CONTRACT**

8. The formal contract between the successful contractor and the Town Council shall comprise this written specification, the written quote submitted by the contractor and the Town Council's written acceptance of the quote. Subsequent variations to the contract shall be by exchange of letters between the Council and the contractor.
9. Termination of the contract can be exercised by either party by giving in writing 1 month notification or at any time where the provisions of this contract are not being served in the opinion of the council.



**Wem Town Council  
GRAVE DIGGING CONTRACT**

**FORM OF QUOTE FOR GRAVE DIGGING IN LOVE LANE CEMETERY WEM**

**COMPANY NAME** .....

**ADDRESS** .....

.....

.....

**CONTACT NAME** .....

**TELE. NUMBER** .....

**MOBILE** .....

**EMAIL** .....

I / we having read the terms of the specification and contract conditions hereby offer to execute the works in accordance with them for the sum of

	Price
Single Burial Excavation	£
Double Burial Excavation	£
Cremated Remains Excavation	£

Any additional costs which may occur e.g casket shapes / coffins surcharge, must be specified below;

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This is a one year contract (with an option to extend to three years) which may be determined by either party with 6 months' notice in writing. An annual inflation increase will be considered by the Council during its annual budgetary process (normally December/January).

Our insurance details are attached along with reference form.

<b>Contractor</b>	<b>Office Use Only</b>
Signed -----	Signed -----
Full Name -----	
or and on behalf of: ----- ----- ----- -----	Position in Authority -----
Date -----	Date -----