

## **SPECIFICATION**

### **1. SCOPE**

Denbighshire County Council is responsible for the grounds maintenance and upkeep of seven public cemeteries within the county of Denbighshire. The Council wishes to appoint a suitably qualified contractor for the purposes of undertaking grass cutting, strimming and sweeping in all seven cemeteries.

### **2. Location of works**

*The cemeteries are located in the following areas:*

***Coed Bell Cemetery, Prestatyn***

***Maes Hyfryd Cemetery, Rhyl***

***Rhuddlan Town Cemetery, Rhuddlan***

***St Asaph Cemetery, St Asaph***

***Denbigh Town Cemetery, Denbigh***

***Llanrhydd Cemetery, Ruthin***

***Fron Bache Cemetery, Llangollen***

Locations plans of all 7 cemeteries are included within Appendix A.

### **3. STANDARD OF CUTTING**

The grass shall be cut in its entirety including grass verges to the cemetery frontages, all open areas, kerb lines and obstructions to a height of 20 to 30mm.

Accumulations of cut grass shall be dispersed or removed.

Roads and paths shall be swept clean of all grass clippings.

Headstones shall be brushed clean of all grass clippings.

Extreme caution shall be exercised to avoid damage to headstones, trees and grassed areas. Use of bladed equipment is prohibited and only soft line cord strimming shall be permitted.

Any damage sustained to headstones, trees and grassed areas as a consequence of the contractor's works shall be brought to the council's attention and rectified at the contractor's expense. Any damage to grassed areas as a consequence of fuel spills shall be reinstated at the contractor's expense.

4. **GRASS CUTTING IN AREAS OF RECENT INTERMENT.**

The grass cutting of freshly interred graves shall be assessed on an individual basis and cut sympathetically should any areas have been recently seeded or turfed and in this case the use of cutting equipment shall not be used. Such areas shall be inspected for any loose stones or projectiles prior to any maintenance work being undertaken.

The grass within the burial section must be cut with hand held equipment to avoid scalping of any uneven ground.

Where the families have adorned the memorial and its surroundings with flowers and other items of sentimental value, extreme discretion shall be used to avoid damage to such adornments and this may require leaving a small border uncut surrounding these items until such time when the items can be removed without causing distress to the deceased family. **IF IN DOUBT PLEASE CONTACT THE DCC SUPERVISOR FOR ADVICE AND GUIDANCE.**

Extreme caution shall be exercised to avoid damage to headstones, trees and grassed areas. Use of bladed equipment is prohibited and only soft line cord strimming shall be permitted.

Any damage sustained to headstones, trees and grassed areas as a consequence of the contractor's works shall be brought to the council's attention and rectified at the contractor's expense. Any damage to grassed areas as a consequence of fuel spills shall be reinstated at the contractor's expense.

5. **FREQUENCY OF CUTTING**

Cemetery maintenance shall be undertaken 10 times a year every 3 weeks. The date of the first cut will be dependent on the rate of grass growth but usually prior to Mother's day in March

6. **PROGRAMMING OF WORKS**

- (i) The Contractor shall submit a works programme by the end of February. The programme shall be in the form of a bar chart for the approval of the Engineer. The programme shall clearly indicate the date that works shall commence in each cemetery, their duration for the completion of all requirements relating to this Contract. No cutting shall commence until approval has been given in writing, and each programmed cutting cycle shall be completed to the full satisfaction of the Engineer. The programme shall give details on resources to be used and sequence of cutting.
- ii) No deviation from the approved programme shall be permitted without the consent of the Engineer or except where access to the cutting areas is denied by work being carried out by Public Utility companies or other contractors. In such circumstances the programme shall be completed as soon as practical and no additional payment will be made for such a variation in the programme. The responsibility for ensuring that parked vehicles do not interrupt the programme of works lies with the Contractor.
- iii) The Works programme shall have full regard for all requirements and restrictions within this Specification.
- iv) The Engineer may from time to time instruct the Contractor to vary his programme to undertake additional cuttings. Upon receipt of such instructions, the Contractor shall interrupt any programmed cutting to carry out the additional work within the specified time limit. The length of any interruption of the programmed cycle by such additional work shall be added to the appropriate programmed cutting cycle.
- v) Once cutting has commenced, it shall proceed without unauthorised interruption as far as possible.
- vi) In the event of a breakdown of plant exceeding 24 hours, the Contractor shall provide a suitable replacement plant at no additional cost to the Client.

## 7. **WORKING HOURS**

- i) In rural areas cutting shall be restricted to daylight hours.
- ii) In populated areas cutting shall be restricted to between 0800 and 1900 hours.  
**RESPECT FOR THE DECEASED AND ALL VISITORS TO THE CEMETERY MUST BE OBSERVED WHILST UNDERTAKING GRASS CUTTING OPERATIONS. OPERATIVES MUST BE AWARE OF THE NEED FOR SENSITIVITY REGARDING THE FEELINGS OF THE BEREAVED, OCCASIONALLY THIS WILL REQUIRE THE CEASING OF SOME WORKS DURING PERIODS OF INTERNMENT. WORK SHALL BE PLANNED IN CONSULTATION WITH DENBIGHSHIRE COUNCIL BURIAL STAFF BUT MAYBE CONTINUED ELSEWHERE IN THE CEMETARY AND CONSIST OF CLEANING OF HEASTONES, SWEEPING OF PATHS ETC.**
- iii) No work shall be carried out on Saturday, Sunday and Bank Holidays without the prior written approval of the Engineer, and such approval shall be sought at least 2 full days in advance.
- vi) The Contractor may only vary his hours of working by prior agreement with the Engineer and such agreed varied hours shall not entitle the Contractor for increased costs.
- vii) The Engineer may require urgent work to be undertaken outside the restricted working times stipulated in this Specification.

## 8. **PPE REQUIREMENTS**

All Contractors employees must wear approved high visibility garments complying with BS EN 471.

PPE requirements shall be determined via suitable and robust Risk Assessments but the following garments listed below must be worn at all times as a minimum requirement:

- Class 3 High visibility jersey or jacket with full length sleeves in accordance with the Safety at Streetworks and Roadworks: A code of Practice (Wales) November 2014. This requirement

maybe varied to three quarter length sleeves where a risk assessment shows full length sleeves would present increased risk due to the activity being undertaken.

- High Visibility trousers with two or more bands of reflective material complying with Class 3 of BS EN 471
- Protective footwear containing steel toe cap and mid sole safety boots.
- Suitable hand protection
- Suitable eye, ear and face protection must be worn when using brush cutters. Equipment must conform to current legislation.

All clothing shall comply with BS EN 471 Table 1 Class 3.

The colour of the clothing shall be fluorescent yellow or fluorescent orange-red complying with Table 2 of the standard.

The retroreflective material shall be to Class 2 as defined in Table 5 of the standard.

19. **ADVERSE WEATHER CONDITIONS**

Work shall be suspended for safety reasons during times when visibility is severely restricted particularly during fog, mist, or heavy rainfall.

10. **PLANT AND EQUIPMENT.**

All plant and equipment used by the Contractor shall be fit for the purpose intended and always be in a clean, tidy and functional condition. The Engineer is entitled to carry out any such inspection of any item of plant or equipment he feels necessary. Any item of plant or equipment considered unsuitable shall not be used. The Contractor shall provide the Engineer with a list of all plant and equipment to be used for the work before each season begins and ensure that each item of plant has received a service in accordance with the relevant manufacturers prescribed timescales.

The Contractor shall undertake and record a daily check/inspection of all plant to ensure that the equipment is in good condition. Evidence that a daily check/inspection has been undertaken shall be provided on request.

11. **COMMUNICATION WITH THE ENGINEER**

- i) The Contractor shall provide daily confirmation via email or telephone of the progress being made with respect to the programme.
- ii) The contractor shall immediately contact the council of any incident, accident or damage to third party property or persons.
- iii) The Contractor shall provide the Engineer with a telephone number which will enable the Engineer to contact the person responsible for the Works at all times during working hours.

12. **PROGRESS REPORTS**

The Contractor shall provide the Engineer with weekly reports in such format to be agreed with the Engineer, detailing progress of work.

13. **HEALTH AND SAFETY**

- i) The Contractor shall notify the Engineer prior to start of the Contract the name, position, telephone number, and address of person responsible for all Health and Safety matters.
- ii) The Contractor shall carry out Risk Assessments on the whole grass cutting operation and provide such Risk Assessments to the Engineer in accordance with the Management of Health and Safety at Work Regulations 1992.
- iii) The Contractor shall comply with the Health and Safety at Work Act 1974 at all times.

The Contractor shall at all times maintain safe and healthy working conditions at the site, comply with the requirements of Codes of Practice which are applicable to the work being undertaken and ensure that all employees and sub-contractors comply with this clause. Compliance with this Clause shall not relieve the Contractor of any of his obligations and liabilities under the Contract. The Contractor's ability to fully comply with these Regulations is an essential prerequisite to the safe and successful completion of the Works.

The following publications shall be adhered to at all times:

- Personal Protective Equipment at Work Regulations 1992
- The Control of Noise Regulations 2005
- Control of Substances Hazardous to Health 2002
- Manual Handling Operations Regulations 1992
- Workplace (Health, Safety & Welfare) Regulations 1992
- HSG 151 Protection of Public
- The Reporting of Injuries, Diseases and Dangerous Occurrences (RIDDOR) Regulations 1995
- The Construction ( Health, Safety & Welfare) Regulations 1996
- Provision and Use of Work Equipment Regulations 2001
- Lifting Operations and Lifting Equipment Regulations 2011
- Management of Health and Safety at Work Regulations 1999

PLEASE NOTE THAT THE LIST IS NOT EXHAUSTIVE

14. **EMERGENCIES**

The Contractor shall be required to provide a 24 hour a day contact point and name for each and every day of the Contract Period.

15. **COMPLAINTS PROCEDURE**

- i) Any complaints received by the Engineer in connection with the grass cutting operation will be referred to the Contractor who shall respond with due diligence in the manner stipulated by the Engineer.
- ii) The Contractor shall notify the Engineer of any complaints received and agree with the Engineer the appropriate response to be taken.
- iii) All written complaints shall receive a response within 7 calendar days of the date that the complaint has been received.
- iv) Responses to telephone requests from Denbighshire staff shall be returned within 2 hours of receiving the initial call.

- v) Responses to telephone requests from Third party's relating to the cemetery works shall be within 24 hours of receiving the initial telephone call.

16. **THIRD PARTY CLAIMS**

- i) Any third party claims for damage or injury resulting as a direct consequence of the Contractors operations under this Contract shall be referred to the Contractor for processing. The Contractor shall keep the Engineer fully updated on each claim.

17. **DEFAULT PROCEDURE**

The Conditions of Contract details the default procedure which the Engineer will implement if the Contractor fails to provide the service in a proper and skilful manner in full accordance with the Specification.

18. **ANNUAL REVIEW OF PERFORMANCE**

At the end of each year the Contractor's performance in relation to compliance with the Specification is reviewed. Persistent failure to comply fully with Specification requirements shall entitle the Employer to terminate the Contract in accordance with the Conditions of Contract.