

**BRACKLA COMMUNITY COUNCIL
MINUTES OF SPECIAL MEETING HELD AT OAK TREE SURGERY**

DATE: 03/07/08

ATTENDED BY:		APOLOGIES FROM:
Cllr. Mr J Spanswick Cllr. Mr C Jones Cllr. Mrs J Aston Cllr. Mrs C Lewis Cllr. Mr W Bennett Cllr. Mr A Wathan Cllr. Mr T Hacking Cllr. Mrs D Davies Cllr. Mrs P Hacking Cllr. D Sage Cllr. Mr M Voisey Jayne Jowett – Clerk Mr I Williams – Ground Investigations Wales Ltd		
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AS ABOVE		
FILE COPY		
Minutes prepared by Jayne Jowett		
NOTE OF MEETING		
82.0	Time for public to address Council	
82.1	None present	
83.0	To accept apologies for absence	
83.1	None	
84.0	To disclose personal & pecuniary interests in agenda items	
84.1	Cllr. J Spanswick, Agenda item 85.0 - prejudicial interest, B.C.B.C. Cabinet member, communities Cllr. D Sage, agenda item 85.0 – prejudicial interest, Deputy Leader B.C.B.C.	
85.0	Council to consider alleged subsidence in Chorleywood Close	
85.1	Cllrs. Sage & Spanswick declared an interest & left the meeting. Clerk reported on information received from Phillipa Kestle of B.C.B.C. Confirming that having undertaken a second structural engineering investigation of the slope on entrance to Chorleywood allotments for their own purposes, that it would now appear that they had a change of opinion from the first survey conducted back in Sept 07, for which Brackla Community Council & Bridgend County Borough Council split the cost. Members of the council went out on site to the Chorleywood allotments to take a look at the current condition of the slope with Mr Ian Williams of Ground Investigation Wales Ltd to enable him to advice on the course of action to be taken. Mr Williams suggested the actions to be taken as per attached quotation with the addition of settlement pins to monitor any further movement over the coming months. Following discussion of the situation & needs, the following unanimous resolutions were made:	

	<p>RESOLVED that Brackla Community Council employ Ground Investigation (Wales) Ltd to undertake the investigations as per attached quotation with the addition of the settlement pins / monitoring</p> <p>RESOLVED that Clerk obtain confirmation of pipes / lines etc from the utilities to ensure these are avoided when drilling is undertaken.</p> <p>RESOLVED That Clerk write to relevant homeowners to seek permission to undertake the ground investigation.</p>	
	Meeting ended at 21:00 hours	

Ground Investigation (Wales) Limited

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Our Ref. t-w.1094.letter.01 18th June 2008

Mrs Jayne Jowett

Brackla Community Council

PO Box 104

Bridgend

CF32 9XN **By post & email to clerk@bracklacommunitycouncil.gov.uk**

Dear Mrs Jowett,

SUBSIDENCE AT 24 CHORLEY WOOD CLOSE, BRACKLA, BRIDGEND. CF31 2EU

Further to our telephone call earlier today, I have carried out a brief review of the information that you faxed to me and comment as follows.

(i) Based on my brief review of the available information I consider that the ground subsidence that has been reported in areas close to the crest of the embankment is most likely to have been caused either by transient vibrations from recent construction traffic or by soil moisture deficits in the vicinity of the closely adjacent trees.

(ii) If the subsidence was caused by construction traffic then it should have now ceased. However, if the subsidence is associated with soil moisture deficits then it will likely continue and could become more severe as the trees growing on the embankment mature.

(iii) Given the embankment's geometry (i.e. height of less than 2 m and slope angle of around 30 degrees to the horizontal), I consider it unlikely that a "deep seated" rotational slope failure has occurred or is imminent.

(iv) In view of the above, I suggest that a basic intrusive ground investigation be carried out to reveal the nature of the near surface soils in the area where the subsidence has taken place and at a nearby location remote from the trees to recover soil samples for geotechnical laboratory classification testing. Such an investigation would best be undertaken using a mini-boring rig and should provide a sufficient level of information to establish whether the subsidence that has been observed is likely to be associated with soil moisture deficits caused by the nearby trees.

(v) Our costs for undertaking the suggested investigatory works and for preparing an Interpretative Report are summarised below.

Item Description Cost (GBP)

1. Provide mini-boring rig and crew for 1 day. £600
2. Geotechnical Engineer/Engineering Geologist to attend site to conduct walkover survey, supervise boring works, log the encountered strata in accordance with BS5930, and take soil samples for laboratory geotechnical testing. £300
3. Conduct laboratory geotechnical classification tests. £300
4. Review available information and prepare Interpretative Report setting out the findings of the intrusive investigation and laboratory testing, and identifying the likely cause of the observed subsidence. £300

Estimated total cost (exclusive of VAT) £1,500

This quotation is subject to the enclosed Terms and Conditions

Based on our current workload we could undertake the intrusive investigation within one week of receiving a written instruction and should be able to issue our Interpretative Report within two weeks of completing the fieldworks.

I hope that the above is clear and is consistent with your requirements. However, should you have any queries, or wish to discuss matters further, please do not hesitate to contact me. In the meantime I await your further instruction.

Yours sincerely,

Dr Ian Williams

MANAGING DIRECTOR

Encl.

Ground Investigation (Wales) Limited

General Terms and Conditions of Appointment

1. The rates contained within this quotation are valid for a period of twenty-eight days from the date shown on the covering letter/fax. All quoted rates are exclusive of VAT, which will be charged, where applicable, at current rates.
2. All work undertaken on estimated provisional quantities will be charged on a re-measured basis using the rates indicated on the accompanying quotation.
3. It is a condition of this offer that the Client shall obtain any licenses, sanctions or authorities for the time being required by law for the execution of the contract as well as any way leaves, rights of way or access as may be necessary.
4. It is a condition of this offer that the Client, or his representative(s), will provide adequate and safe access to the site for Ground Investigation (Wales) Limited's supervisory staff and for all plant, equipment, and operatives.
5. Unless stated otherwise, we have not visited the site to confirm access and this quotation is based on the assumption that access will be easily available for the proposed methods of investigation. If access cannot be gained to the site for the investigation plant, including through poor ground conditions, a charge will be made for abortive works.
6. If the site works are cancelled through no fault of our own within 24 hours of their programmed commencement date, a cancellation charge of £500.00 (exc. VAT) will be applicable.
7. Whilst every practicable care will be taken not to cause damage and inconvenience, this quotation does not include any provision for making good or reinstating damage to access routes necessarily required to gain access to work at exploratory hole locations.
8. It is a condition of this offer that all underground services at the site, or which may be affected by the investigatory works, be identified by the Client or his representative(s) in advance of any intrusive investigatory works commencing. All buried services must be clearly and accurately plotted on a suitably scaled plan of the site and must be marked out on the ground surface prior to any intrusive works commencing. Unless stated otherwise, this quotation does not allow for the collation of service records nor for their on-site location and marking out.
9. It is a condition of this offer that the Client accepts full and sole responsibility for any damage caused by the intrusive investigatory works to any underground services whose positions are not clearly and accurately plotted on a suitably scaled plan of the site and clearly and accurately marked out on the ground surface prior to such works commencing.
10. No liability is accepted for damage within or adjacent to the site, which is inherently associated with the work.
11. Unless stated otherwise, this quotation assumes that all exploratory holes will be backfilled with the excavated arisings. Any shortfalls would be made up with suitable imported materials sufficient to leave the exploratory holes in safe condition. This quotation does not include for reinstatement of tarmacadam, concrete, turf, or any other surface finishes.
12. Unless otherwise stated, the rates provided for rotary drilling relate to the use of air flush.
13. Unless stated otherwise, this quotation assumes that all surplus excavated materials will remain on-site and no allowance has been made for removing and disposing of such materials off-site.
14. Unless otherwise stated, this quotation assumes that the Client will provide a suitable dimensioned/scale plan of the site and that all exploratory holes will be located by simple taped measurements from existing surface features.
15. Unless stated otherwise, this quotation does not include for the determination of ground levels at exploratory hole positions.
16. Ground Investigation (Wales) Limited will not accept any responsibility for ground or groundwater conditions that are not revealed by the exploratory works. Any opinions expressed regarding strata configuration and groundwater conditions are for guidance only and no liability will be accepted for its accuracy.
17. Reports will normally be prepared and written in the context of a stated purpose and should not, therefore, be used in a different context. Furthermore, new information, improved practices and new/revised legislation may necessitate alterations to the report in whole or in part after its submission.
18. Copyright of all documents prepared by Ground Investigation (Wales) Limited is owned by Ground Investigation (Wales) Limited and no such report, plan or other document may be reproduced, published or adapted without prior consent of Ground Investigation (Wales) Limited. Complete copies of documents as submitted may, however, be made and distributed by the Client as an expedient in dealing with matters directly related to its commission.
19. Unless otherwise instructed, a copy of the factual site investigation data may be forwarded to the British Geological Survey National Geoscience Databank in order to comply with legislation and to continue the mutually beneficial exchange of information.
20. Limitation of Liability. Notwithstanding anything to the contrary contained in this Quotation, the liability of the Consultant under or in connection with this Quotation whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed a sum of five times the quoted fee value (excluding all disbursements, subcontract costs, and external consultants fees).
21. Unless otherwise agreed in writing, Ground Investigation (Wales) Limited does not enter into collateral warranties. Assignments to named parties may be issued, subject to an additional fee.
22. No third party is entitled to receive any bond, guarantee or warranty from the Consultant or any surety or guarantor of the Consultant in respect of the performance of the obligations associated with the execution of the scope of work detailed in this quotation unless provision for such is specifically contained in the quotation.
23. Interim invoices shall be issued at the end of each calendar month and shall cover the cost of the works completed during the preceding month. Alternatively, Ground Investigation Limited reserves the right to issue interim invoices on completion of discrete and identifiable work items (e.g. on completion of desktop study, on completion of fieldworks/scheduling of laboratory testing, on issue of report, etc.)
24. Ground Investigation Limited reserves the right to issue reports on receipt of payment.
25. Payment of all invoices are due on receipt of the invoice. The title of the goods provided or the benefit of work done will not pass until payment has been received in full.