

CALLED MEETING OF COMMISSIONERS ROADS & REVENUE, HELD FRIDAY, FEBRUARY 16TH., 1940.

PRESENT:- R.A.Gould, W.McD.Harley, J.B.D.Paulk, R.L.Ratcliffe, C.V.Abbott,  
J.L.Owens and V.H.Royal.

Minutes previous meeting read and approved.

Meeting was called in connection with Contract and Supplemental Agreement submitted by State Highway Board of Georgia for Grading and Surfacing Project WPA 1583-C Parts 1 & 2, from Anguilla to Brantley County Line. On motion of Commissioner Abbott, Seconded by Commissioner Paulk, it was unanimously agreed to approve the following Contract, and Supplemental Agreement in the Amount of \$23,618.71, for Grading and Surfacing work on Project WPA 1583-C Parts 1 and 2:

FORM HD 208 REVISED 1/1/40

WORKS PROGRESS ADMINISTRATION CONTRACT PROJECT NO.WPA 1583-C PARTS 1 & 2

Glynn County.

Georgia, Glynn County.

The Commissioners of Glynn County, hereinafter called the county, and the State Highway Board of Georgia, hereinafter called the Board, have agreed to construct or improve a section of road in Glynn County described as follows:

GRADING ON THE PATTERSON-BRUNSWICK ROAD BEGINNING AT STATION 0+00 AND EXTENDING 8.723 MILES TO STATION 460+58.2

Therefore, in consideration of the mutual benefits to be derived by the citizens of the County and by the State of Georgia and the Board, the County and the Board specifically Agree:

(1) The County will furnish all necessary equipment to do the work required for the prosecution and completion of all parts of the construction or improvement strictly in accordance with the plans for the project and the Georgia Highway Department Standard Specifications, rules, regulations and Engineering direction. The Plans, specifications and special provisions are hereby declared to be a part of this agreement.

(2) The items of work to be done, approximate quantities of each required and the approximate completed value to the county and State are listed in "Detailed Estimate" dated February 14, 1940 attached hereto and made a part of this agreement, as shown in the estimate the total approximate value of work is \$108,511.36.

(3) It is agreed that the County will provide for all equipment required to prosecute the work satisfactorily directly from County resources and that the Board will reimburse the County from State Aid Funds in the amount of \$7790.00 lump sum, to partially cover costs incurred by the County, this amount not to be exceeded, regardless of contingencies arising during the progress of the work.

(4) It is agreed that the County will accept the lump sum amount named in paragraph (3) as full settlement of any and every claim or interest of the County against the State Highway Board or State of Georgia on account of the construction of this project by the County.

(5) Payment to the County will be made from the lump sum above named, as the work progresses, upon the basis of proportion of total value of completed work to the total estimated cost of the project, exclusive of any engineering costs. Final payment will be made when the Engineer certifies that all work that will be done has been satisfactorily completed.

In Witness whereof the State Highway Board has caused this agreement to be executed by its members who have been authorized by the State Highway Board of Georgia to do so, and the County has caused this agreement to be executed by R.A.Gould, Chairman for Glynn County who is authorized according to legal requirements to do so, and both parties have executed the agreement on the day and year shown below:

WPA 1583-C PTS. 1 & 2

ESTIMATED QUANTITIES

11-A Clearing and Grubbing	Acres	86.62	200.00	17324.00
12-B, 14-A Common & Borrow Excavation	Cu.yds.	135000	.37	49950.00
12-B Ditch Excavation	Cu.yds.	980	.75	735.00
18-A Overhaul on Excavation	Sta.yds.	650000	.015	9750.00
24-A Grassing of Slopes	Sq.yds.	260000	.04	10400.00
66-D Excavation for Clvt.Type Structures	Cu.yds.	785	1.00	785.00
67-A Class "A" Concrete - Clvts.	Cu.yds.	200.99	25.00	5024.75
67-B Class "B" Concrete - Hwls.	Cu.yds.	77.76	25.00	1944.00
Class "B" Concrete Headwalls Removed	Cu.yds.	8.36	7.00	58.52
68-A Bar Reinforcing Steel	Lbs.	19339	.06	1160.34
18" Side Drain Pipe	Lin.ft.	290	1.80	522.00
24" Side Drain Pipe	Lin.ft.	90	2.75	247.50
24" Cross Drain Pipe	Lin.ft.	1125	2.75	3093.75
84 Culvert Pipe Removed -SD or CD	Lin.ft.	189	.50	94.50
Wood Bridges Removed	Each	39	20.00	780.00
96-B Right of Way Markers	Each	46	2.00	92.00

Sub-Total 101961.36

Executed on behalf of Glynn County, this the 16th., day of February, 1940.

R.A.Gould,  
Chairman.

This contract approved by the Commissioners,  
W.Mc.Harley, C.V.Abbott,  
J.B.D.Paulk, J.L.Owens,  
R.L.Ratcliffe, V.H.Royal.

In a meeting held at Brunswick

This the 16th., day of February, 1940.

H.J.Friedman,  
(Clerk)

Witness for the County  
Ollie Mae Tomberlin  
Helen Malone  
Emma Tomberlin

PR-69

SPECIAL PROVISION AS TO COUNTY AND STATE CONTRACT  
ON PROJECT WPA 1583-C PTS. 1 & 2.

The equipment and other items proposed to be furnished by the County for this project are further explained and detailed here for more complete understanding by each of the parties:-

FURNISHING ALL EQUIPMENT NECESSARY FOR GRADING AND GRASSING  
PAYMENT TO COUNTY BASED ON ITEMS 12-B, 14-A, 20-A & 24-A

Lump sum payment of \$7790.00 shown in paragraph No.3 of this contract is calculated for and will cover completely the furnishing of all items designated in this Special Provision.

No Contract is to be sub-let and if any part of any contract is sub-let, such contract is to become null and void and no further payments made from the time the Treasurer of the State Highway Board is officially notified by the State Highway Engineer or any member of the Board until he is instructed to proceed with the payments by the State Highway Board.

Placed in all county contracts upon instruction of Chairman of Highway Board,  
May 21, 1937.

SPECIAL PROVISION

This contract is binding only upon the State Highway Department of the State of Georgia and the State Highway Board in charge thereof in the representative capacity of said Board; and does not create any personal liability against the person or persons executing this contract on behalf of the State Highway Board or against any other person or persons in charge of the State Highway Department of Georgia or in the employ of the State Highway Department of Georgia, either individually or collectively.

SPECIAL PROVISION

Prices shown for the items for payment to the county in this contract are to reimburse the County for all incidentals connected with the complete construction of this project, as described on the cover of this contract, such as transportation of men to and from work, hauling materials required in construction, furnishing tractor or truck service as is necessary in grading, including clearing and grubbing, and all necessary equipment for any other work required for the completion of the project. Equipment for obtaining, loading, hauling and finishing surfacing also to be furnished by the County at the unit prices shown if surfacing is a part of the proposed complete project.

On motion of Commissioner Harley, Seconded by Commissioner Owens the Engineer-Clerk was authorized to purchase the necessary material, and let Sub-Contract for Surfacing, subject to approval of the Board, for Project #WPA 1583-C, Parts 1 & 2. Unanimously adopted.

GEORGIA, GLYNN COUNTY.

WHEREAS, State Highway Department has laid out and designated a road in said County to be known as Project No.WPA 1583-C Pts. 1 & 2 which said project will lead from Patterson to Brunswick in said County, and

WHEREAS, State Highway Board of Georgia and Glynn County, by and through its Commissioners of Roads and Revenues, have entered into a contract under the terms of which said County is to do the necessary clearing, grubbing and/or grading on said project for a sum stipulated in said contract.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and in consideration of said contract said County of Glynn, by and through its Commissioners of Roads and Revenues hereby agrees to defend any and all suits, if any should arise, at the entire expense of said County, and to pay from the funds of said County any and all settlements or judgments that may be made or had under or as a result of such suits.

Said County of Glynn, by and through its Commissioners of Roads and Revenues, further agrees to save harmless the State Highway Board of Georgia from any and all claims for any damages whatsoever that may arise prior to or during the construction of the work to be done under said above mentioned contract or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, or any other cause whatsoever; it being the intention of this agreement to save harmless State Highway Board of Georgia from any claim that could or may arise as a result of the construction of said road.

In Witness Whereof these presents have been executed on this the 16th., day of February, 1940, and copy spread upon the minutes of said Board of Commissioners of Roads and Revenues of said County.

GLYNN COUNTY

By: R.A.Gould, Chairman,  
W.Mc.D.Harley,  
C.V.Abbott,  
J.B.D.Paulk  
R.L.Ratcliffe,  
J.L.Owens,  
V.H.Royal,

ATTEST:  
H.J.Friedman  
Clerk.

Commissioners of Roads and Revenues:

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Moved by Commissioner Royal, Seconded by Commissioner Owens to repeal the selection of Processioners for the 1356th. District and defer such selection until the next meeting of the Commission. Unanimously adopted.

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BOARD ADJOURNED

*A. Friedman*  
ENGINEER - CLERK.

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