

**Action Requested/Required:**

- ☒ Vote/Action Requested  
☐ Discussion or Presentation Only  
☐ Public Hearing  
Report Date: \_\_\_\_\_  
Hearing Date: \_\_\_\_\_  
Voting Date: \_\_\_\_\_

**Department:** Public Works **Presenter(s) & Title:** Scott Hooper, Public Works Director

**Agenda Item Title:**

Discussion and Possible Action on the 2025 Safety Action Plan Grant - Laurel Canyon Parkway Guardrail

**Summary:**

Department of Transportation awarded the Safety Action Plan Grant in the amount of \$138,460.00 with a 30% match to City of Canton. This grant focuses on low cost safety improvements on off-system routes. The project list submitted by the city includes Replacing the guardrail on Laurel Canyon Parkway. It is currently in need of replacement of a damaged and deteriorating wooden guardrail. The guardrail is posing a safety risk to both pedestrians and vehicular traffic due to visible structural weaknesses and rotting wood. Attached you will find quote and contract for the replacement of the guardrail.

**Budget Implications:**

Budgeted? ☐ Yes ☒ No ☐ N/A

Total Cost of Project: \$ 180,155.00 Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: \_\_\_\_\_

**Staff Recommendations:**

Move to approve the contract with to use Gracie Gray Contractors to replace the guardrail on Laurel Canyon Parkway and approve the Mayor to sign said contract as presented.

**Reviews:**

Has this been reviewed by Management and Legal Counsel, if required? ☐ Yes ☐ No

**Attachments:**

Contract  
Gracie Gray Quote

**STANDARD FORM OF AGREEMENT  
BETWEEN CITY AND CONTRACTOR**

**THIS AGREEMENT** made this 8<sup>th</sup> day of January 2026, by and between the **CITY OF CANTON** (hereinafter called **CITY**) and Gracie Gray Contractors, Inc (hereinafter called **CONTRACTOR**).

**WITNESSETH:**

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents and will perform the contractual requirements pursuant to all covenants and conditions.

The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contract's requirements. The total amount of this agreement is for Laural Canyon Parkway Guardrail Project for a total amount of \$180,155.00.

2.

3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

**CONTRACT DOCUMENT (S)**

Standard Form of Agreement  
Corporate Acknowledgment  
Corporate Certificate  
Insurance Requirements  
Specifications/Installation  
Proposal (Schedule of Pricing/Bid Form)  
Warranty  
Performance Bond  
Contractor's E-Verify Affidavit

Addenda numbers 1 to 1, inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement. The total amount of this agreement is for South Canton Park Project for a total amount of \$180,155.00.

4. The term of this contract shall commence upon execution of this agreement by both parties. **CONTRACTOR** shall have 90 days to complete the project.

5. This agreement shall be governed by the laws of the State of Georgia as now and hereafter in force. The venue for actions arising out of this agreement shall be Cherokee County, Georgia.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to CITY: 2525 Ridge Road  
Canton, GA 30114  
Attn: Scott Hooper

As to CONTRACTOR:  
Gracie Gray Contractors, Inc  
110 Bluffs Parkway Suite 207  
Canton, Georgia 30114

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification provided

herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. **CONTRACTOR** hereby agrees to the warranty provisions as attached hereto and agrees to warrant the installation and product for a period of 1 year.

12. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST:

CITY OF CANTON, GEORGIA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

WITNESS:

CONTRACTOR: Gracie Gray Contractors, INC

BY: Mindy Tucker

\_\_\_\_\_

\_\_\_\_\_  
(Print or type name and title)

\_\_\_\_\_  
(Print or type name and title)

(SEAL)

**CORPORATE ACKNOWLEDGMENT**

STATE OF GEORGIA

COUNTY OF CHEROKEE

The foregoing instrument was acknowledged before me this 8th day of  
January, 2026, Mindy Tucker (name of officer  
or agent, title of officer or agent), of Georgia (state or  
place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used  
his/her Driver's License (type of identification) as identification.

\_\_\_\_\_  
Signature of Person Taking  
Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed,  
Printed or Stamped

**CERTIFICATE**

(If Corporation)

STATE OF GEORGIA        )  
                                      ) SS  
COUNTY OF CHEROKEE   )  
\_\_\_\_\_)

**I HEREBY CERTIFY** that a meeting of the Board of Directors of \_\_\_\_\_,  
a corporation under the laws of the State of

\_\_\_\_\_ GEORGIA held on \_\_\_\_\_, the following resolution was  
duly passed and adopted:

“**RESOLVED**”, that \_\_\_\_\_, as \_\_\_\_\_ of the corporation, he/she is hereby  
authorized to execute the \_\_\_\_\_ Agreement dated \_\_\_\_\_ September 30th, 2024, between the City of  
Canton, Georgia and this corporation, and that his execution thereof, attested by the Secretary of  
the Corporation and with corporate seal affixed, shall be the official act and deed of this  
corporation”.

I further certify that said resolution is now in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official  
seal of the corporation this \_\_\_\_\_

\_\_\_\_\_  
(Secretary)

(Seal)



## GDOT, Title-VI, REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (Hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the City of Canton (hereinafter referred to as COC), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, other sources of information and its facilities as may be determined by the (*Recipient*) or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the (*Recipient*), or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Recipient*) shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limit to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the (*Recipient*) or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or



is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *(Recipient)* enter into such litigation to protect the interests of the state, and in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Signature \_\_\_\_\_