

GRANT & PROJECT MANAGEMENT AGREEMENT

Client Name	Town of Shallotte, NC
Client Contact	Robert Waring, Assistant Town Manager
Project	Grant & Project Management
Timeframe	Through April 30, 2027
Date Agreement Prepared	April 28, 2026
Total Cost	Not to Exceed \$7,500 (or 62 hours)
Hourly Rate	\$120/hour

PROJECT

The Town of Shallotte has been awarded Direct Attributable funds from GSATS for the design and construction of approximately 800 linear feet of sidewalk on Mulberry Street, providing a pedestrian connection between the park and high-density residential area. This project is federally funded, as the DA funds are allocated from USDOT to GSATS to be awarded to its member jurisdictions for high priority projects. Federally funded projects require extensive project management, reporting, and coordinating with various public agencies. It must follow strict guidelines for spending federal funds.

ACTIVITY

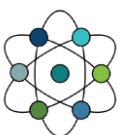
Grant & Project Management:

- Meetings with NCDOT, GSATS, the Town of Shallotte, and contracted firms.
- Guiding the Town of Shallotte through the management of the Mulberry Street Sidewalk Project funded by GSAT’s Direct Attributable grant program through preliminary engineering (PE), right-of-way (ROW), and construction phases through project close out.
- Submit reimbursement requests, certification documents, change requests, draft bid documents, and other required information; and request funding authorization and contract approvals.
- Provide project updates including next steps to the Town, NCDOT, GSATS, and other project partners.
- Assist with the development of Requests for Proposals for the PE, ROW, and CON phases.
- Assist with the Town of Shallotte responsibilities as outlined in their agreements with NCDOT and GSATS.
- Coordinate between the Town and its contractors.
- Other tasks as needed to keep the project on track and in compliance with Federal and State standards and regulations.

TIMEFRAME & COST

This contract is for work through April 30, 2027. Smart Moves will invoice \$120/hour for all hours worked. This agreement is not to exceed 62 hours of work (or \$7,500). Prior to contract expiration, it can be reviewed and increased/extended.

Additional expenses (printing, supplies, materials) will be minimal, but if incurred, a receipt will be submitted for reimbursement. Travel costs will not be incurred/charged for this project; it will be billed as time for travel. The Town will be invoiced monthly when a reasonable amount of time has been worked to justify the invoicing process.



Signature will confirm the Notice to Proceed (NTP).

Signature of Authorized Person Approving NTP

Printed Name

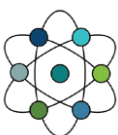
Date

TERMS AND CONDITIONS

1. Term. The term of this Agreement shall be through April 30, 2027, approximately one year from the agreement draft date. It may be renewed for additional terms as agreed-to by both parties. Written notice of intent to renew shall be given by the Town to Smart Moves no later than thirty days before the expiration of the then operative term. Any such renewal shall be in the form of an addendum hereto signed by the parties.
2. Termination of Agreement. This Agreement may be terminated by either party for any reason provided the terminating party provides the other party with written notice of termination at least thirty days prior to the effective date of termination.
3. Notices. All notices, reports, and other communications given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given upon delivery if delivered by hand (against receipt for same), electronic mail, or mailed by certified mail with a return receipt to the intended addressee at the address set forth below. Notice sent by hand delivery or electronic mail shall be effective upon delivery and notice by certified mail shall be effective upon the date of delivery as indicated on the return receipt.

Smart Moves: Adrienne Harrington
Smart Moves Consulting
3808 New Holland Drive
Wilmington, NC 28412

Town: Assistant Town Manager
Town of Shallotte
106 Cheers Street
Shallotte, NC 28470



4. Assignment. Neither party shall assign this Agreement as a whole or in part without the written consent of the other party. If either party attempts to make an assignment without such consent, then that party shall nonetheless remain legally responsible for all of its obligations hereunder.

5. No Deemed Waiver. The failure of a party to exercise any right under this Agreement, or the waiver by either party of a default or breach of any provision of this Agreement shall not operate as nor be construed to be a waiver of any such right or of any other provision herein.

6. Severability. If any term or provision of this Agreement shall be judicially determined to be void or of no effect, such determination shall not affect the validity and enforceability of the Agreement's remaining terms and provisions and the balance of the Agreement shall remain in full force and effect.

7. Entire Agreement; Modification. This Agreement constitutes the complete, entire, and final agreement of the parties with respect to the subject matter hereof, and supersedes any and all previous communications, statements, and representations, oral or written, with respect to the subject matter hereof. This Agreement may not be modified, amended, or revised except by further written agreement by and between the parties.

8. Counterpart Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument which may be sufficiently evidenced by one complete counterpart. Signed digital copies shall be deemed to constitute original copies.

