

**CITY OF ISLE OF PALMS, SOUTH CAROLINA
REQUEST FOR BIDS (RFB) 2026-08
BEACH RENOURISHMENT PROJECT - SAND FENCING AND DUNE VEGETATION**

The City of Isle of Palms is seeking bids from qualified contractors to furnish and install sand fencing and dune vegetation for the City's active beach renourishment project. The work is located within Reaches 1, 2, and 3 shown on the attached Coastal Science & Engineering sand-fencing plan sheets SF1 through SF3, dated July 2, 2026. The estimated work includes approximately 228,000 individual plants and 10,992 linear feet of sand fence.

The plant mix shall be approximately sixty percent (60%) sea oats, thirty percent (30%) bitter panic grass, and ten percent (10%) morning glory, planted on an 18-inch by 18-inch grid (18 inches on center in both directions) as shown on the plans. Each planting unit shall be installed 6 to 8 inches below finished grade. The Contractor shall provide planting stock of an optimal commercially available size to maximize successful establishment and survival. Every planting unit must be live, healthy, and have a viable root system suitable for immediate dune planting. The Contractor shall submit an appropriate fertilization plan for City approval and implement the approved plan during planting.

The work may be performed in two phases. The City anticipates authorizing Reaches 1 and 2 during October 2026 as soon as those areas are available. Reach 3 may be authorized separately after December 1, 2026, when the reach is complete and conditions are appropriate for planting. The City may issue separate Notices to Proceed, change the order of work, award any combination of reaches or line items, and increase or decrease estimated quantities.

A unit-price Bid Form is included in this RFB package. Bidders shall review the complete RFB, the attached plans, all notes and details, existing site conditions, and any addenda. Unit prices shall include all costs necessary to complete each line item, except for the separately listed phase mobilization items. Payment will be based on actual quantities authorized, installed, accepted, and measured by the City.

This request is being made and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all bids and to waive irregularities.

Bids should be submitted to the following:

Douglas Kerr
City Administrator
City of Isle of Palms
1207 Palm Boulevard
Post Office Box 508
Isle of Palms, South Carolina 29451

Deadline for Questions

The deadline for questions is 5:00 p.m., Eastern Time, September 11, 2026. Bidders should send questions regarding this Request for Bids to Douglas Kerr in writing or by email to dkerr@isleofpalms.gov. Questions received before this deadline will be answered by addendum posted on the City's website at <http://www.iop.net/requests-for-bids-proposals>. Questions received after this deadline will not be answered.

If an addendum is issued, Bidders must acknowledge receipt of the addendum with their bid.

Deadline for Submissions

The deadline for submission and public bid opening is 10:00 a.m., local time, September 18, 2026. Bids will be received at City Hall, 1207 Palm Boulevard, Isle of Palms, South Carolina 29451, in a sealed envelope and will be publicly opened at 10:00 a.m. in City Hall. Sealed envelopes must be clearly marked "RFB 2026-08 - Beach Renourishment Sand Fencing and Dune Vegetation" and include one (1) hard copy and one (1) electronic copy saved to a USB flash drive. It will be the responsibility of the bidders to verify receipt by the City.

Bids may be delivered by hand or by mail, but no bid shall be considered which is not actually received by the City at the place, date, and time appointed by the City. The City shall not be responsible for any failure, misdirection, delay, or error resulting from the selection by any bidder of any particular means of delivery.

Proprietary and/or Confidential Information: Your bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid. All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so denoted and identified will be subject to disclosure by the City.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Bidders are responsible for submission of accurate, adequate, and clear descriptions of the information requested. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all requirements in the RFB have been met.

Bidders must have or be able to procure an Isle of Palms Business License.

Contractors considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB. The City of Isle of Palms reserves the right to accept or reject any and all bids, or any parts thereof; to waive irregularities or informalities in any bid received to allow the bid to be considered; to negotiate terms and conditions with Bidders; and to select a Bidder or to cancel in whole or in part this RFB, if it is in the best interest of the City to do so. Bids determined not to be in compliance with the provisions of this RFB and applicable laws and/or regulations will not be processed.

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14 and (b) include in their contracts with subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Scope of Work

Bidders are encouraged to review accessible portions of the project area and the attached plan sheets before bidding. Bidders shall not enter active construction areas without prior City authorization. Final field limits will be confirmed by the City or its representative before installation.

The Scope of Work includes, but is not limited to, the following:

- Furnish all labor, supervision, materials, plants, sand-fence materials, tools, equipment, transportation, and incidentals necessary to complete the authorized work in accordance with this RFB, the attached plan sheets, approved submittals, and written City direction.
- Coordinate all activities with the City and the active beach renourishment operation. Do not begin work in any reach until the City confirms that the dune has been completed to an acceptable grade and issues written authorization or a Notice to Proceed for that phase.
- Install vegetation across the typical 40-foot-wide planting area shown on the plans, consisting of an approximately 15-foot dune crest and 25-foot seaward dune slope. Planting shall generally be on an 18-inch by 18-inch grid (18 inches on center in both directions), unless the City directs a field adjustment. Each planting unit shall be installed to a depth of 6 to 8 inches below finished grade.

- Provide and install a plant mix of approximately 60% sea oats, 30% bitter panic grass, and 10% morning glory. The three species shall be reasonably distributed throughout each authorized reach rather than installed in isolated single-species blocks, unless otherwise directed by the City.
- The Contractor shall provide planting stock of an optimal commercially available type and size for each species to maximize successful establishment and survival under anticipated site conditions. Each planting unit must be a separate, live, healthy plant with a viable root system, free of material disease or pest damage, and suitable for immediate installation. The Bidder shall identify the proposed stock type, optimal size, and source in its bid. Species substitutions are not permitted without prior written approval.
- Develop and submit an appropriate fertilization plan identifying the proposed fertilizer product, application rate, timing, and method for City approval before planting. Implement the City-approved fertilization plan during planting. All fertilizer, labor, equipment, and incidentals required for fertilization shall be included in the applicable plant unit prices.
- Install nominal 4-foot-high wood-slat sand fencing in paired 10-foot sections arranged in a "V" configuration with nominal 3-inch wood posts. Prior to installation, the City will determine and, as needed, adjust the seaward/landward orientation of each "V," the angle of the fence sections, and the gap between adjacent "V" configurations as necessary to appropriately orient the fencing and fit the agreed-upon quantity of fencing within the available dune area. Installation shall otherwise conform to the typical plan and section details. Final fence locations, orientations, and gaps shall be confirmed by the City before installation.
- Install fence posts firmly and to a depth sufficient to remain stable under normal beach conditions. Attach fence material securely and present a straight, workmanlike appearance within each individual section. Remove or replace broken, unstable, or materially defective components before acceptance.
- Maintain public beach accesses and walkovers and do not place fencing, plants, materials, or equipment where they would obstruct a designated access route unless specifically authorized. Protect existing dunes, vegetation, structures, utilities, survey controls, signs, and other improvements.
- Use equipment and work methods suitable for beach and dune conditions and avoid unnecessary rutting, grading, compaction, or disturbance. No alteration of the constructed dune grades is included unless specifically authorized in writing.
- Comply with all applicable environmental restrictions, permit conditions, laws, rules, and City directions. Immediately suspend work in an area when directed by the City because of weather, tides, wildlife, public safety, nourishment operations, or other site conditions.
- Remove packaging, broken fence material, plant containers, debris, and other waste generated by the work. Restore areas disturbed by the Contractor and leave the site clean and safe after each workday and at completion.
- Replace, before final acceptance, plants that were dead or materially damaged when installed and correct plants or fencing that were omitted, improperly located, unstable, or not installed in accordance with the approved work. The plant-survival warranty is at least 80% of the planted vegetation must be alive and rooted after

180 days from the date planted unless added by written amendment or change order.

Estimated Quantities and Reach Information

The following quantities are estimates for bid comparison and planning only and are not guaranteed purchase quantities. The City may increase, decrease, defer, or omit any quantity or reach. Plant quantities have been divided into the required 60% sea oats/30% bitter panic grass/10% morning glory species mix using whole plants.

Reach	Dune Length	Planting Width	Vegetation Area	Total Plants	Sea Oats / Bitter Panic / Morning Glory	Sand Fence
Reach 1	2,750 LF	40 FT	110,000 SF	48,889 EA	29,333 / 14,667 / 4,889	2,357 LF
Reach 2	3,625 LF	40 FT	145,000 SF	64,444 EA	38,667 / 19,333 / 6,444	3,107 LF
Reach 3	6,450 LF	40 FT	258,000 SF	114,667 EA	68,800 / 34,400 / 11,467	5,528 LF
TOTAL	12,825 LF	40 FT	513,000 SF	228,000 EA	136,800 / 68,400 / 22,800	10,992 LF

For payment purposes, plants will be measured by each accepted planting unit installed, and sand fence will be measured by the linear foot of fence material installed, not by the alongshore length of the dune. Separate lump-sum mobilization prices are requested for Phase 1 and Phase 2. Mobilization for a phase will be paid only if that phase is authorized.

Phasing and Schedule

- Phase 1 - Reaches 1 and 2: The City anticipates making these reaches available during October 2026. The Contractor shall be prepared to mobilize promptly after the Phase 1 Notice to Proceed and shall complete the authorized Phase 1 work within twenty-one (21) calendar days, unless the City establishes a different period in writing because of renourishment progress, weather, tides, or other site conditions.
- Phase 2 - Reach 3: The City anticipates issuing a separate Notice to Proceed after January 31, 2027, once Reach 3 is complete and a suitable planting window is identified. The Contractor shall coordinate with the City concerning an appropriate planting date and complete authorized Phase 2 work within thirty (30) calendar days after the Phase 2 Notice to Proceed, unless adjusted in writing.
- The City may authorize a reach in segments, change the sequence, delay a phase, reduce quantities, or elect not to proceed with Phase 2. Unit prices shall remain firm through June 30, 2027. No work or expense is authorized before the applicable written Notice to Proceed or other written authorization from the City.

Submittals and Coordination

- Before beginning work, provide proposed plant stock type, optimal size, and source for each species; the proposed fertilization plan, including fertilizer product, application rate, timing, and method; proposed sand-fence product and post information; proposed equipment and access approach; a phase-specific work schedule; certificates of insurance; and evidence of the required City business license.
- Attend a pre-installation coordination meeting if requested by the City. Confirm access routes, staging, daily work limits, quantities, environmental restrictions, and points of contact before mobilizing.
- Notify the City promptly of any discrepancy between field conditions, the plans, and the estimated quantities. Do not proceed with materially different work without written City direction.

The chosen contractor shall provide all materials, equipment, supplies, freight, applicable taxes, labor, supervision, permits and licenses required for its operations, disposal, cleanup, documentation, and incidentals necessary to complete the authorized work.

Bid Format

In responding to this request, contractors shall complete the attached BID FORM by providing a unit price and extended price for each line item, separate lump-sum mobilization prices for Phase 1 and Phase 2, phase subtotals, and a Total Evaluated Bid. If any addendum is issued, the contractor must acknowledge receipt by listing each addendum on the BID FORM.

The Total Evaluated Bid will be used for bid comparison based on the estimated quantities. Actual payment will be determined from the accepted unit prices and actual quantities authorized, installed, and accepted. In the event of a discrepancy between a unit price and an extended price, the unit price will govern and the extended price and total will be corrected accordingly.

The Bidder shall include with its bid an appropriate fertilization plan identifying the proposed fertilizer product, application rate, timing, and method. The plan is subject to City approval and shall be implemented during planting.

In addition to the completed BID FORM, contractors should provide examples of experience with similar coastal dune planting, sand-fence installation, beach work, or projects of comparable size and complexity completed within the past five (5) years. Limit information to no more than five (5) projects.

Descriptions should include:

- Project location.
- Description of work performed, including approximate plant and fence quantities.
- Original project budget versus actual cost.
- Name and contact information for a reference with knowledge of the Bidder's work.

Provide the name of the Contractor and, if possible, the names and bids of all subcontractors that will be part of the Bidder's Team, and identify the specific work each subcontractor will perform. Once the City issues a contract, no change in subcontractors assigned to the project will be permitted without prior written approval from the City.

Evaluation Criteria

The City will evaluate bids based on the factors outlined within this RFB and the City's procurement ordinance, which shall be applied to all eligible, responsive bids in selecting the successful contractor. The City reserves the right to disqualify any bid from a bidder it deems non-responsive and/or non-responsible. The City reserves the right to make such investigations of the Bidders as it deems appropriate.

Award of any contract may be made without discussion with Bidders after bids are received. The City reserves the right to cease contract negotiations if it is determined that the Bidder cannot perform the services specified in its response.

Recommendation of award will be based not only on price, which is an important factor, but also on responsiveness, qualifications, relevant experience, technical approach, plant and material suitability, references, scheduling capability, and ability to execute the work in two phases. The City may award all work, one phase, one or more reaches, selected line items, or no work.

Attachments

Attachment A - Coastal Science & Engineering Sand Fencing Plan, Sheets SF1-SF3, dated July 2, 2026 (separate PDF).

Attachment B - Bid Form and Contract (included below).

BID FORM

BID OF: _____
(Contractor)

BID TO: The City of Isle of Palms
PROJECT NAME: Beach Renourishment Sand Fencing and Dune Vegetation
PROJECT NUMBER: RFB 2026-08
BID DATE: _____

UNIT-PRICE BID AGREEMENT

The undersigned, having examined all Bidding Documents, including all Addenda, proposes to furnish and install the work at the unit prices stated below. Estimated quantities are provided only for bid comparison and do not establish minimum or maximum purchase quantities. The City may increase, decrease, defer, or omit quantities and may award any combination of phases, reaches, or line items. The unit prices shall remain binding through June 30, 2027.

PHASE 1 - REACHES 1 AND 2

Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price
1	Phase 1 mobilization - Reaches 1 and 2	1	LS	\$ _____	\$ _____
2	Reach 1 - Sea oats	29,333	EA	\$ _____	\$ _____
3	Reach 1 - Bitter panic grass	14,667	EA	\$ _____	\$ _____
4	Reach 1 - Morning glory	4,889	EA	\$ _____	\$ _____
5	Reach 1 - Sand fence	2,357	LF	\$ _____	\$ _____
6	Reach 2 - Sea oats	38,667	EA	\$ _____	\$ _____
7	Reach 2 - Bitter panic grass	19,333	EA	\$ _____	\$ _____
8	Reach 2 - Morning glory	6,444	EA	\$ _____	\$ _____
9	Reach 2 - Sand fence	3,107	LF	\$ _____	\$ _____
PHASE 1 SUBTOTAL					\$ _____

PHASE 2 - REACH 3

Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price
10	Phase 2 mobilization - Reach 3	1	LS	\$ _____	\$ _____
11	Reach 3 - Sea oats	68,800	EA	\$ _____	\$ _____
12	Reach 3 - Bitter panic grass	34,400	EA	\$ _____	\$ _____
13	Reach 3 - Morning glory	11,467	EA	\$ _____	\$ _____

Item	Description	Estimated Quantity	Unit	Unit Price	Extended Price
14	Reach 3 - Sand fence	5,528	LF	\$ _____	\$ _____
PHASE 2 SUBTOTAL					\$ _____

TOTAL EVALUATED BID (PHASE 1 + PHASE 2)	\$ _____
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The Total Evaluated Bid is for comparison only. The contract amount and payment will be based on the line items awarded and the actual authorized and accepted quantities at the unit prices above. Mobilization for a phase is payable only if that phase is authorized. Unit prices include all labor, plants, fertilizer and fertilization, fence materials, freight, equipment, supervision, overhead, profit, taxes, cleanup, and incidentals required for the applicable line item.

Proposed sea-oat stock type/size: _____

Proposed bitter-panic-grass stock type/size: _____

Proposed morning-glory stock type/size: _____

Plant source(s): _____

Proposed sand-fence product/material: _____

Proposed fence-post material/size: _____

Calendar days needed to complete Phase 1 after Notice to Proceed: _____

Recommended planting window for Reach 3 after January 31, 2027: _____

ADDENDA ACKNOWLEDGMENT

Addendum No. _____ dated _____ Addendum No. _____ dated _____

Addendum No. _____ dated _____ Addendum No. _____ dated _____

BIDDER INFORMATION AND SIGNATURE

Legal name of Bidder: _____

Address: _____

City/State/ZIP: _____

Telephone: _____ Email: _____

South Carolina contractor/license number, if applicable: _____

Isle of Palms business license number, if available: _____

By signing below, Bidder certifies that the bid is complete, the unit prices are firm as stated, and the Bidder can perform the work in accordance with the RFB and attached contract.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

DATE FOR COMMENCEMENT AND PHASE COMPLETION

The Date for Commencement for each phase shall be established in a separate Notice to Proceed or other written authorization issued by the City. The Contractor shall not incur any expense for a phase until the contract has been awarded and the City has authorized that phase in writing.

Phase 1 - Reaches 1 and 2. The City anticipates that the work area will become available during October 2026. The Contractor shall mobilize as directed and substantially complete all authorized Phase 1 work within twenty-one (21) calendar days after the Phase 1 Notice to Proceed, unless the City establishes or approves a different completion date in writing.

Phase 2 - Reach 3. The City anticipates issuing a separate Notice to Proceed after January 31, 2027, when Reach 3 is complete and the City determines that conditions are appropriate for planting. The Contractor shall substantially complete all authorized Phase 2 work within thirty (30) calendar days after the Phase 2 Notice to Proceed, unless the City establishes or approves a different completion date in writing.

The Contractor acknowledges that beach nourishment progress, weather, tides, public safety, environmental restrictions, site access, and other conditions may require the City to change the start date, sequence, daily work limits, or completion date. Adjustments directed or approved by the City shall be documented in writing. Unit prices shall remain firm through June 30, 2027.

TIME IS OF THE ESSENCE once a phase is authorized and the work area is available. The Contractor shall provide sufficient labor, equipment, plants, and materials to complete each authorized phase within the applicable period and shall promptly notify the City of any circumstance that may delay completion.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

Beach Renourishment Sand Fencing
and Dune Vegetation

WHEREAS, Contractor was the successful bidder under the City's RFB 2026-08 for the Beach Renourishment Sand Fencing and Dune Vegetation project; and

THEREFORE, in consideration of the mutual covenants and promises set forth herein,

1. SCOPE OF WORK. Contractor agrees to provide all labor, equipment, tools, materials, plants, sand fencing, supplies, supervision, transportation, and incidentals necessary to complete the work awarded under RFB 2026-08 in accordance with this Agreement, the RFB, the attached plan sheets, all addenda, written City directions, and the bid submitted by Contractor dated _____ (the "Bid"), a copy of which is attached as Exhibit I and incorporated by reference. In the event of a conflict between this Agreement and the RFB, this Agreement controls. Contractor shall use its best skill and attention and is solely responsible for its means, methods, techniques, sequences, and procedures. All work shall be performed in a good and workmanlike manner and in compliance with applicable federal, state, and local laws, rules, regulations, permits, and City directions.

2. CONTRACT PRICE AND PAYMENT. City agrees to pay Contractor for the line items awarded and the actual quantities authorized, installed, accepted, and measured by the City at the unit prices stated in the Bid, plus any authorized phase mobilization. Estimated quantities are not guaranteed, and the City has no obligation to purchase any minimum quantity or to authorize both phases. The total amount payable shall not exceed _____ Dollars (\$_____) without written authorization by the City. Contractor shall submit itemized invoices showing the reach, line item, unit price, and accepted quantity. Payment is subject to the Contract Documents and City approval.

3. QUANTITY ADJUSTMENTS AND CHANGE ORDERS. The City may increase, decrease, defer, omit, or resequence quantities and may award or authorize any combination of phases, reaches, and line items. Adjustments to quantities of existing bid items will be paid or credited at the accepted unit prices and do not entitle Contractor to lost profits on omitted quantities. Any work outside the bid items, or any alteration for which no applicable unit price exists, requires a written change order agreeing to scope and price before the work begins.

4. COMPLETION SCHEDULE. TIME IS OF THE ESSENCE after the City authorizes a phase and makes the work area available. Contractor shall substantially complete Phase 1 within twenty-one (21) calendar days after the Phase 1 Notice to Proceed and Phase 2 within thirty (30) calendar days after the Phase 2 Notice to Proceed, unless the City establishes or approves a different period in writing. The City may adjust start dates, sequence, work limits, and completion dates because of nourishment progress, weather, tides, public safety, environmental restrictions, site conditions, acts of God, labor or material shortages, delays caused by City, casualty losses, or other causes beyond Contractor's reasonable control. Contractor shall promptly provide written notice of any claimed delay.

5. INSURANCE. Contractor agrees to maintain comprehensive general liability insurance coverage on the work in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage. Contractor also agrees to maintain workers' compensation coverage for its employees as required by South Carolina law. All required insurance shall be with companies approved in advance by City, and City shall be named as an additional insured on all applicable policies. Proof of insurance shall be provided before work begins.

6. PERMITS, FEES, AND LICENSES. Contractor agrees to apply for, obtain, and pay for all permits, fees, licenses, and inspections required for Contractor's proper performance of the work, including a City business license. Contractor shall comply with all project-wide permit conditions and environmental restrictions provided by the City.

7. INDEMNIFICATION. Contractor agrees to hold harmless and indemnify City and its officers, agents, and employees from and against any loss or damage, including reasonable attorney's fees and expenses, incurred as a result of any claims, demands, causes of action, suits, judgments, fines, or penalties, including death or injury to persons or loss of or damage to property, arising out of or in connection with Contractor's performance of the work under this Agreement.

8. SITE INVESTIGATION. Contractor acknowledges that it has reviewed the service areas and Bidding Documents, has determined the nature of the work and the difficulties and facilities attending performance, and has considered all other matters that may affect the work. Contractor further acknowledges that final field conditions may differ from the pre-construction imagery in the plans because the renourishment project is active.

9. BINDING ARBITRATION. Any dispute or controversy arising under or in connection with this Agreement shall be submitted to binding arbitration in accordance with the South Carolina Uniform Arbitration Act then in effect ("SCUAA"). All arbitration proceedings shall be conducted in Charleston County, South Carolina. Arbitrators shall be selected as provided in the SCUAA and shall render a decision within ninety (90) days after the last arbitrator is selected. If a party fails to select an arbitrator within thirty (30) days after receiving notice of submission to arbitration, the other party may select an arbitrator for the nonselecting party. The decision shall be final and binding on the parties and their representatives, successors, and assigns. The prevailing party shall be entitled to reimbursement by the losing party for reasonable costs and expenses, including attorney's fees, incurred in the proceeding and at trial and appellate levels. Nothing in this section prevents a party from seeking injunctive relief through a court of competent jurisdiction in connection with the arbitration.

10. BREACH.

A. If either party breaches any provision of this Agreement and the breach continues for seven (7) days after receipt of written notice, the nonbreaching party may exercise any remedies available at law or in equity. Without prejudice to other rights or remedies, the nonbreaching party may terminate this Agreement and cease further performance.

B. Unless authorized by this Agreement or written City direction, if Contractor completely ceases work on an authorized phase for fifteen (15) days, or defaults or persistently fails or neglects to carry out the work, City may, after seven (7) days' written notice, complete the work. If the unpaid balance exceeds City's actual cost of completion, the excess shall be paid to Contractor; if City's cost exceeds the unpaid balance, Contractor shall pay the difference to City.

11. EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by a party is not a consent or waiver to or of any other breach or default in performance of the same or any other obligation. Failure by a party to complain of an act or declare a default, irrespective of how long the failure continues, does not constitute a waiver of that party's rights until the applicable limitations period has run.

12. SUBCONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any subcontract or assignment pertaining to performance of all or any part of this Agreement, voluntarily or by operation of law, without prior written approval of City.

13. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

14. GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed in accordance with the laws of the State of South Carolina. If any

provision is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder is not affected and the provision shall be enforced to the greatest extent permitted by law.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous contracts, agreements, understandings, or representations, oral or written, not expressly stated herein. Neither party is relying on a representation not contained herein. This Agreement may be amended only by written mutual consent.

16. SECTION HEADINGS. Section and paragraph headings are inserted for convenience only and shall not be used to determine the contents of this Agreement.

IN WITNESS WHEREOF, the City and Contractor have set their hands and seals, by and through the undersigned officers, as of the day and year first above written.

WITNESS:

#1 as to Contractor

#2 as to Contractor

CONTRACTOR:

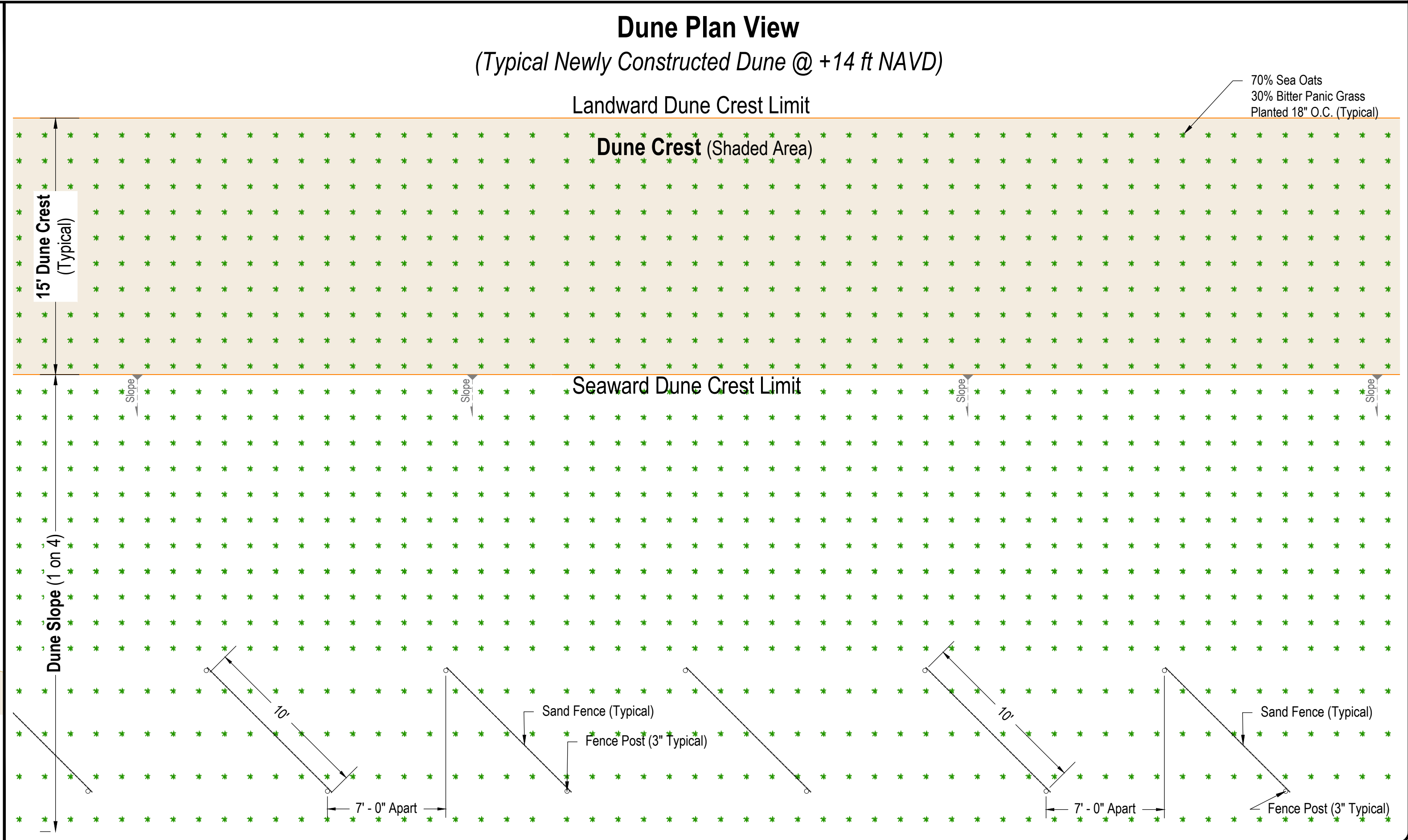
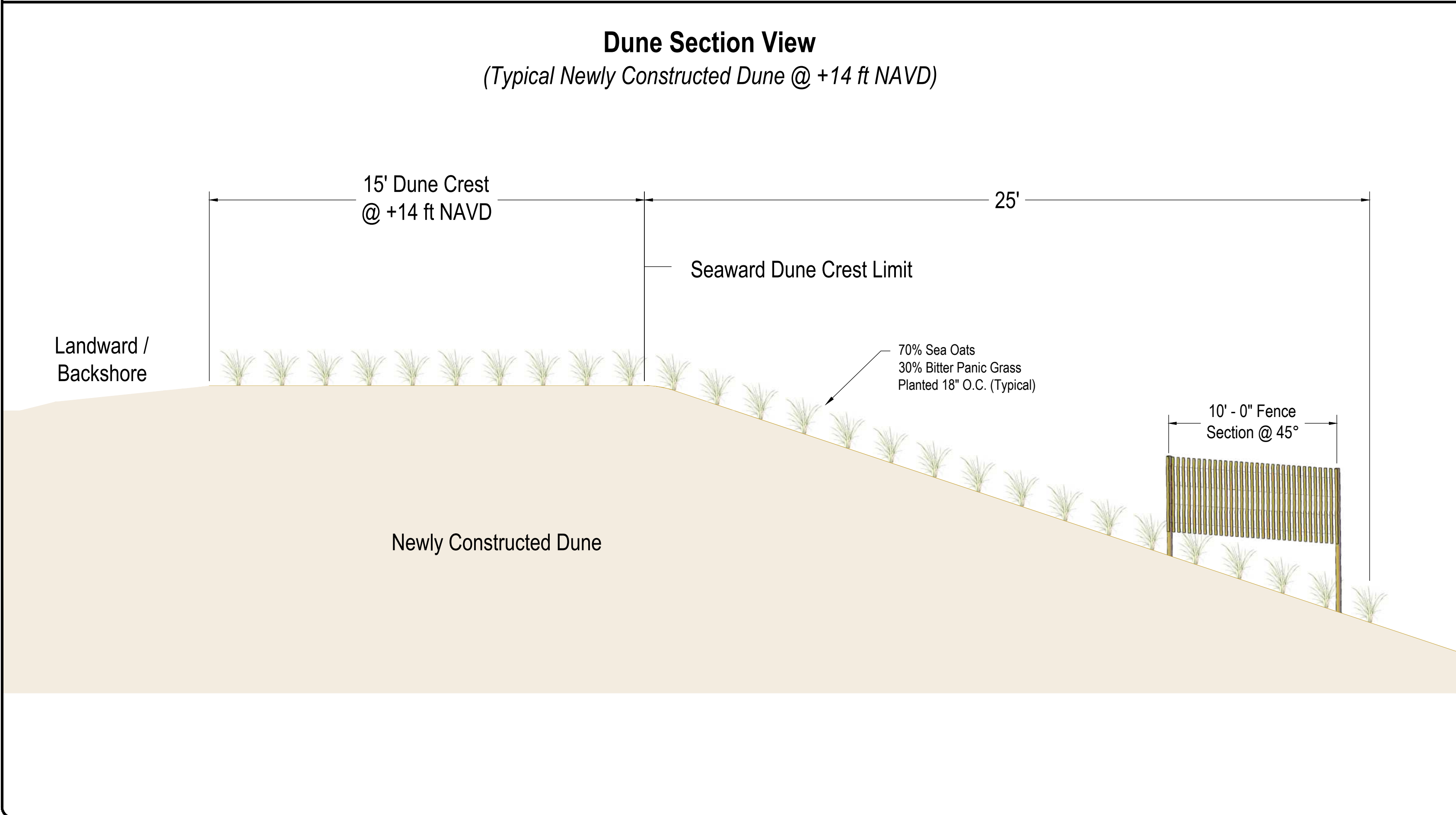
By: _____

Title: _____

THE CITY OF ISLE OF PALMS, S.C.:

By: _____

Title: _____



Survey Datum:
Horizontal: NAD83 South Carolina State Planes, International Foot
Vertical: NAVD '88 (Feet)
Photo: 5 February 2026 by Coastal Science & Engineering
Data Collected: June 2026

KEYNOTE

- A Construction Access
- S Staging Area
- P Daily Parking
- W Walkover

Dune Crest
Dune Slope

CSE
Coastal Science & Engineering

CLIENT:
**DeBordieu Colony
Community Association**
181 Luvan Boulevard
Georgetown SC 29440

PROJECT:
Beach Nourishment Project

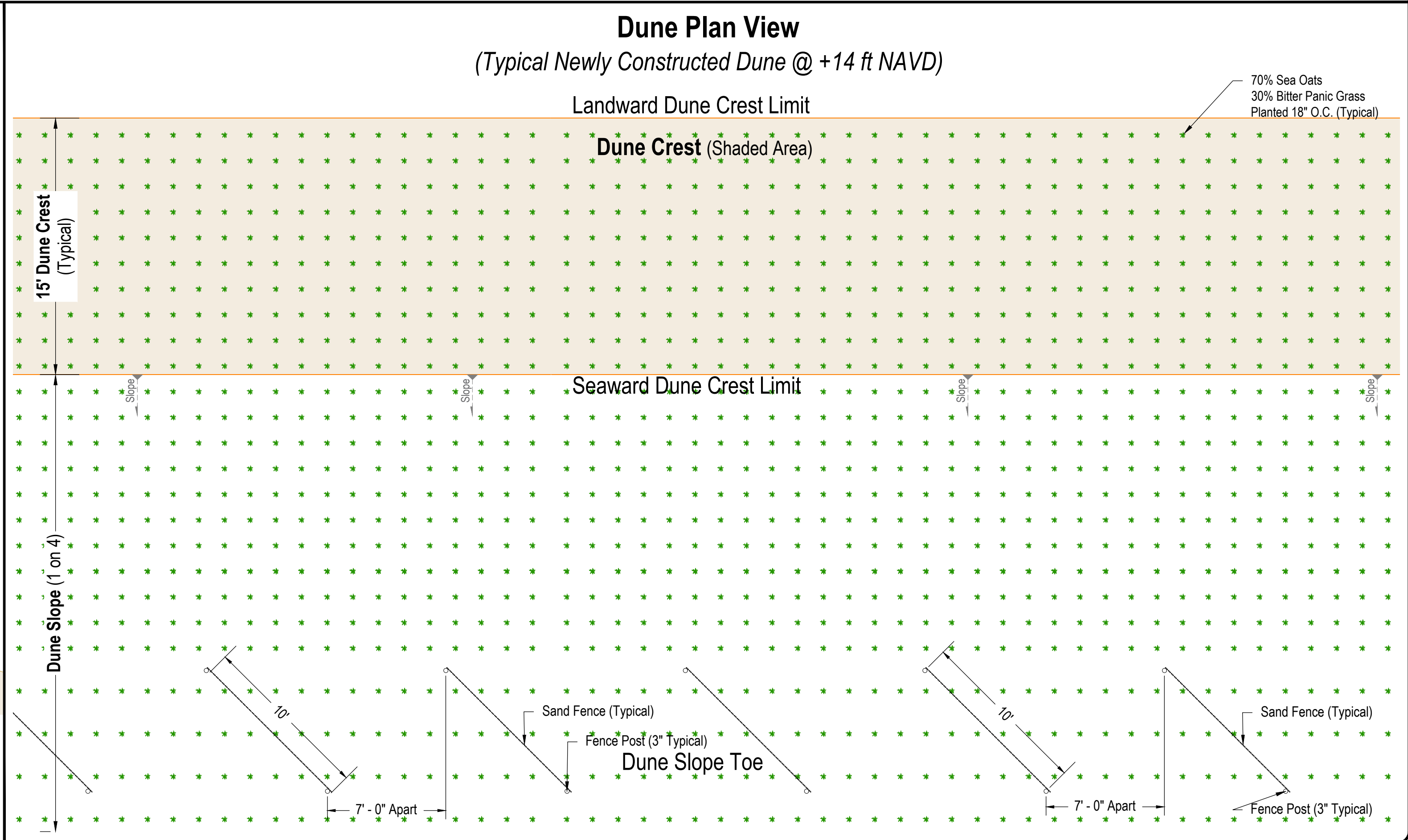
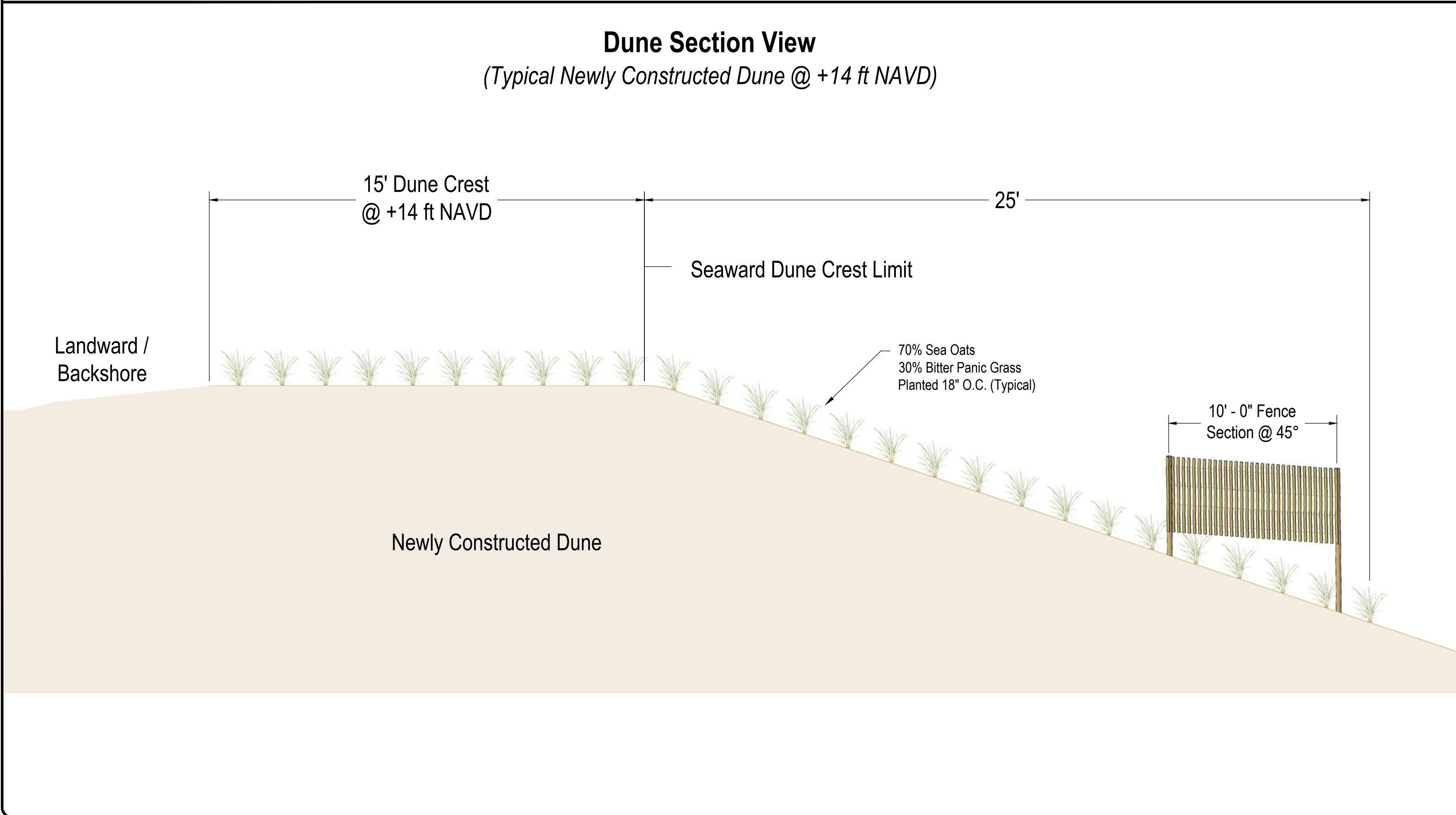
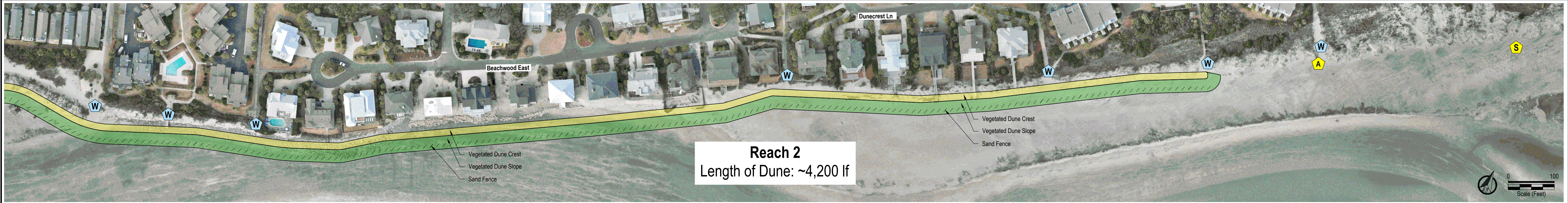
DRAWING TITLE:
Sand Fencing Plan

STATE OF SOUTH CAROLINA
COASTAL SCIENCE & ENGINEERING
No. CO1950
STATE OF AUTHORIZATION

For Quoting
Purposes Only

SCALE: AS SHOWN
DATE: 2 Jul 2026
DRAWN BY: SF
APPROVED BY: SBT
PROJECT #: 2623

SHEET NO:
SF1



Survey Datum:
Horizontal: NAD83 South Carolina State Planes, International Foot
Vertical: NAVD '88 (Feet)
Photo: 5 February 2026 by Coastal Science & Engineering
Data Collected: June 2026

KEYNOTE

- A** Construction Access
- S** Staging Area
- P** Daily Parking
- W** Walkover

Legend

- Dune Crest**
- Dune Slope**

CSE
Coastal Science & Engineering

CLIENT:

CITY OF ISLE OF PALMS
1207 PALM BLVD.
ISLE OF PALMS SC 29451

PROJECT:

Beach Nourishment Project

DRAWING TITLE:

Sand Fencing Plan

COASTAL SCIENCE & ENGINEERING
No. CO1950
STATE OF SOUTH CAROLINA
OFFICE OF AUTHORIZATION

For Quoting
Purposes Only

SCALE: AS SHOWN

DATE: 2 Jul 2026

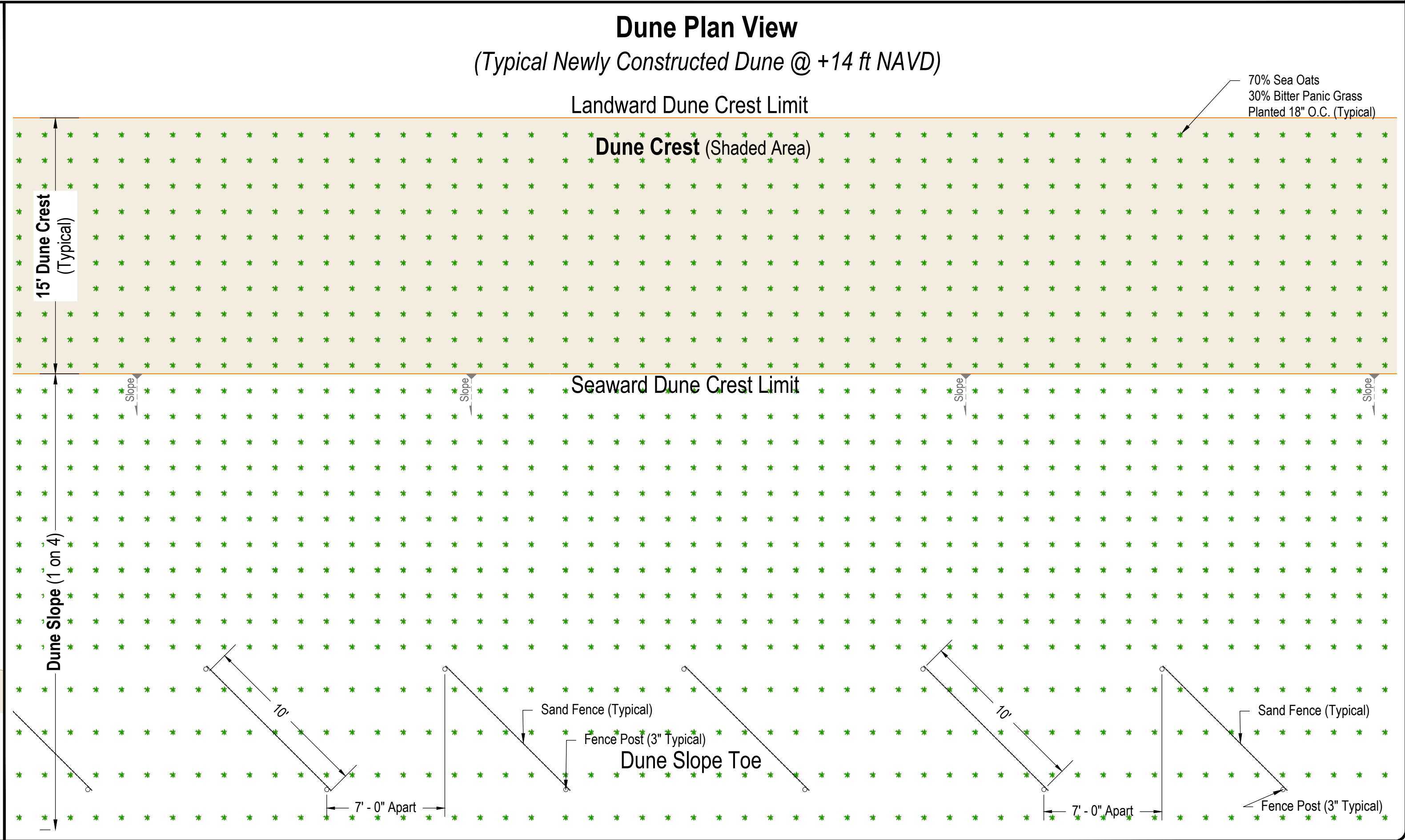
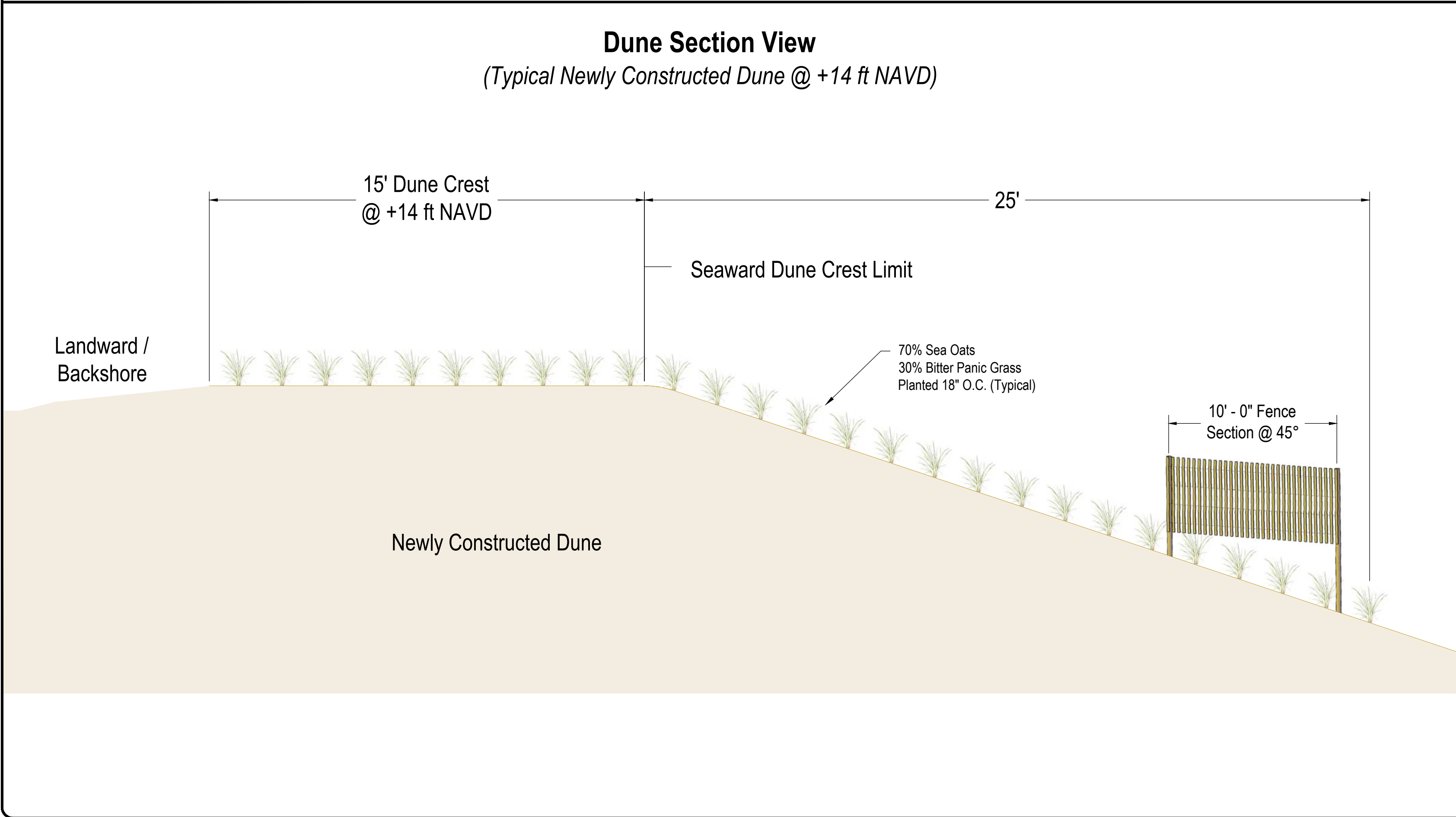
DRAWN BY: SF

APPROVED BY: SBT

PROJECT #: 2623

SHEET NO:

SF2



Survey Datum:
Horizontal: NAD83 South Carolina State Planes, International Foot
Vertical: NAVD '88 (Feet)
Photo: 5 February 2026 by Coastal Science & Engineering
Data Collected: June 2026

KEYNOTE
A Construction Access
S Staging Area
P Daily Parking
W Walkover

Dune Crest
Dune Slope

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SF3