



Engineering Department  
Post Office Box 6122  
1003 Highway 52  
Moncks Corner, SC 29461  
berkeleycountysc.gov  
843.719.4127

April 10, 2025

## WARRANTY ACCEPTANCE OF ROADWAYS AND DRAINAGE SYSTEM CONSTRUCTION

The following warranty procedure shall be followed for developments submitted on or after January 1, 2024. The following steps are to be followed in placing completed roadway and drainage system construction under warranty:

### WARRANTY INSPECTION

When, in the opinion of the Project Engineer, roadway and drainage system construction is complete except for the final asphalt surface course, the Project Engineer will submit record drawings, a copy of the final Subdivision Plat, and a "Construction Completion Certification" stating that all construction has been completed in accordance with the approved plans and the Berkeley County Subdivision Regulations. The checklist for the record drawings is included in the Appendix.

Projects shall be placed under warranty prior to final plat approval and issuance of building permits, or an approved Planned Development or Development Agreement states otherwise.

The Project Engineer will also request that a warranty inspection be scheduled within 15 days. (Every effort will be made to schedule the inspection as soon as practicable).

At the time of the warranty inspection, the following conditions must be satisfied:

1. Streets and gutters must be swept and clean. Roadways, rights-of-way, and drainage easements must be unobstructed.
2. Ditches, swales, ponds, drainage pipes, and drainage structures must be cleared of sediment and debris. For submerged drainage systems, the developer will not be required to dewater the system but will be required to open all drainage structures for visual inspections.
3. Grassed areas must be adequately maintained and mowed prior to inspection. Note that a stand of permanent grass must be established within all areas of rights-of-way and drainage easements disturbed by construction. Ponds, swales, ditches and areas that will not be disturbed during vertical home construction must be sodded. However, temporary grassing may be acceptable in areas of rights-of-way and drainage easements that will be subsequently sodded. Silt fence must be installed along the back of curb in front of lots where houses are to be built and will be disturbed by construction and will subsequently be sodded.
4. Manhole covers and grates must be opened for inspection.
5. Traffic signs and street signs must be installed.
6. Provide proof that the potable water system has passed pressure test with appropriate utility if applicable.

7. Provide proof that the sanitary sewer system has received approvals of closed caption television inspection and passed pressure test with appropriate utility if applicable.
8. Provide proof that the final inspection has been completed and approved by the utility.

Failure to satisfy these conditions will cause the inspection to be postponed.

The Project Engineer or Project Engineer's representative must be present for the warranty inspection. It is generally recommended that a representative of the Contractor, and the Developer also be present.

Within 15 days following completion of the warranty inspection, the Developer will be notified in writing that the project was found to be acceptable or will be advised of the need to correct specific deficiencies observed during the warranty inspection. (Every effort will be made to notify the Developer in writing as soon as practicable).

As-built electronic drawing files (PDF & DWG files on a thumb drive or other acceptable device) as well as 24"x36" sized paper as-built drawings must be submitted. All drawing elevations shall be based on the NAVD 88 and projected in the state plane coordinate system. All as-built drawings must stipulate if construction plan data was collected in NGVD 29.

#### WARRANTY ACCEPTANCE

After the warranty inspection, the following steps are to be followed in placing completed construction under warranty:

1. Correct all deficiencies noted during the warranty inspection and any subsequent follow-up inspection.
2. Provide a "Schedule of Values" for completed construction. Berkeley County will review the values and reconcile the final amounts with the Project Engineer. The "Schedule of Values" shall include the value of the final asphalt surface course.
3. Submit the "Warranty Period Agreement". The agreement will be executed by Berkeley County and returned.
4. The Developer shall provide a non-expiry financial security in the form of a no-contest irrevocable letter of credit, a performance and payment bond underwritten by an acceptable South Carolina licensed corporate surety, or a cashier's check, in an amount equal to at least 30% of the approved "Schedule of Values" of the constructed improvements, including the final asphalt surface course. The security shall allow Berkeley County to draw funds as needed to correct defects or perform maintenance during the warranty period, and to extend the warranty period, if needed, in order to complete correction of defects discovered during the warranty period. The warranty period shall be a minimum of three years per Berkeley County Ordinance Chapter 56-24 – Warranty Period and Financial Guarantees.
5. Submit performance security in the form of a non-expiry Letter of Credit, Bond, or Cashier's Check, in the amount of 150% of the value of the final asphalt surface course.

6. Upon receipt of the securities, Berkeley County will issue a letter accepting the improvements under warranty.

Acceptable forms of the "Schedule of Values", Construction Completion Certification, "As Built" Certification, Warranty Period Agreement, Warranty Period Letter of Credit, and Warranty Period Bond are contained in the Appendix. Variations of these forms should be reviewed in advance with the Engineering Department to avoid delays in initiating the warranty period.

#### WARRANTY PERIOD

The Developer shall guarantee the roadways, storm drainage system and sidewalks free from defects and failures, and to maintain the improvements for a period of at least three years following Berkeley County's acceptance of the project under warranty.

The County Engineer will notify the Developer if repair or maintenance is required during the warranty period. The Developer shall have 30 days to submit an acceptable schedule of corrective actions and begin the corrective actions. However, no repairs within the pavement shall be made without the approval of the County Engineer. If the repair/maintenance is not completed within the approved schedule, Berkeley County will draw funds from the security to take corrective actions or for reimbursement. The warranty period will be automatically extended until the corrective actions are completed. Defects determined to be matters of public safety may be corrected without notice and Berkeley County will be reimbursed from the security.

Installation of utilities, landscaping, and/or other encroachments within rights of way or easements will require a Berkeley County encroachment permit prior to commencing any work.

During the warranty period, the developer shall be responsible for maintenance of the roads and drainage systems, including but not limited to the following:

1. Repair/replacement of defective work or materials;
2. Repair/replacement of damaged or missing work or materials;
3. Mowing and maintaining grassed shoulders, slopes, ponds, and other disturbed areas;
4. Maintaining unobstructed gutters, pipes, ditches, and drainage structures.

At 75% buildout of the development, the Developer shall schedule an inspection with the County to inspect the asphalt binder course and concrete curb and gutter. The Developer shall provide proof to the County that at least 75% of the lots in the development have received certificates of occupancy. The Developer and/or the Developer's representative shall be present for this inspection. This inspection shall occur prior to applying the final asphalt surface course. The Developer shall warranty the development a minimum of one year after the final asphalt surface course is applied, which may exceed the minimum three-year warranty period.

Prior to the expiration of the warranty period, a final inspection will be scheduled and conducted with the Developer and/or Developer representative. Prior to the scheduled final inspection, the Developer shall prepare the project for final inspection in accordance with Berkeley County's policy for inspection and acceptance of roads and drainage systems. If no

deficiencies are found during the inspection, or during the warranty period, the warranty period will end on the final day of the specified warranty period and Berkeley County will assume maintenance responsibilities for the roads and drainage systems. However, if deficiencies are found, the warranty period is automatically extended until all corrections are completed and approved.

For all drainage systems, the Developer shall submit digital videos of the entire dewatered drainage system to the County for review and inspection. The Developer will notify the County with a minimum three days' notice of when the dewatering and video will take place to allow the County to be present for visual inspections. The digital videos will be clearly labeled to identify the pertinent portions of the drainage system. Any deficiencies found during the review of the digital videos of the drainage system will be included on the final punch list for the Developer to correct.

The developer shall have six months to address and resolve items on the final inspection punch list or show efforts are being made to address the punch list items. If the punch list items are not addressed or efforts made to address punch list items by the six months, the County will call in the warranty bond or letter of credit to make the required repairs and accept the development into its maintenance system. Punch list items that are not addressed within one year will cause a new inspection to occur generating a new punch list.

#### APPENDIX

1. Record Drawings Checklist
2. Schedule of Values
3. Construction Completion Certification
4. "As Built" Certification
5. Warranty Period Agreement
6. Warranty Period Letter of Credit
7. Warranty Period Bond

## RECORD DRAWINGS CHECKLIST

Prior to the warranty inspection the Project Engineer shall submit to the County Engineer one complete set of record drawings with each page of the set sealed by a licensed professional and showing the constructed improvements. These record drawings shall include the following:

1. "As built" certification.
2. "As built" of all roadways showing:
  - Road name, rights-of-way width, and pavement width.
  - Location of traffic signs, and any special features such as guardrails, retaining walls, existing trees, and landscaping.
  - Horizontal alignment and stationing of the roadways within the rights-of-way.
  - Centerline pavement spot elevations for roadways with normal crown, curb and gutter sections.
  - Centerline pavement spot elevations, and ditch flow line elevations for roadways with normal crown, and open ditch sections.
  - Edge of pavement spot elevations at every 50'.
  - Edge of pavement spot elevations within roundabouts.
  - Edge of pavement spot elevations at all medians and divided roadway sections.
  - Edge of pavement spot elevations around all cul-de-sacs and thumbnails
  - Spot elevations across intersections and valley gutters.
  - Edge of pavement spot elevations along the intersection curve radius at all intersections.
3. "As built" of all superelevated roadways with cross sections at every 50' interval showing:
  - Centerline pavement elevations.
  - Edge of pavement elevations.
  - Roadway cross slopes.
  - Shoulder widths and slopes beyond the edge of pavement.
  - Top of bank elevations of roadside ditches (foreslope and backslope where it ties with existing grade).
  - Flow line elevations of roadside ditches.
4. "As built" profiles of all roadways including:
  - Centerline elevation at a maximum of 50' interval.
  - Centerline elevation of all cul-de-sacs and thumbnails.
  - Roadway centerline longitudinal slope.
  - Flow line elevations and longitudinal slopes of roadside ditches.
5. "As built" horizontal alignment and elevations of all storm drainage pipes, structures, outfall ditches, and swales within the rights-of-way and/or drainage easements including:
  - Widths of drainage easements.
  - Pipe sizes and materials.
  - Location of all storm drainage pipes and structures.
  - Invert elevations of all pipes entering and exiting structures.
  - Bottom elevation, top elevation, weir elevation, grate elevation and/or rim elevation for all storm drainage structures.

- Profiles and longitudinal slopes of outfall ditches including flow line elevation, and top of bank elevation at a maximum of 50' interval.
- Profiles for Pipe.
- Top of bank elevations of swales (foreslope and backslope where it ties with existing grade).
- Flow line spot elevation of swales at a maximum of 50' interval.

6. "As built" horizontal alignment and elevations of all storm water management basins, ponds, and pond outfall structures including:

- Top of bank spot elevations around basins and ponds.
- Bottom spot elevations around inlet pipes, outfall structures, and within the basins/ponds as necessary to adequately define bottom grades and sediment buildup.
- Normal water surface elevation of basins and ponds.
- Invert elevation and dimensions of all orifices/weirs in the outfall structure.
- Bottom and top elevation of outfall structures.
- Pipe size, material, and invert elevation of outfall pipes.
- Control elevations and dimensions of emergency spillways.

7. "As built" plans of water and sanitary sewer including:

- Horizontal alignment of all lines and structures within rights-of-way and easements.
- Pipe sizes and materials.
- Invert elevations of all sanitary sewer pipes entering and exiting the manholes.
- Bottom elevation, top elevation and/or rim elevation of all the sanitary sewer manholes.
- Location of all hydrants, valves, and water meters.

8. The County Engineer or designee reserves the right to request additional as-built information as needed to verify construction.

SCHEDULE OF VALUES (Example)

ABC Engineers, LLC  
 123 Main Street  
 Big City, SC 29499

Berkeley Lakes – Phase 1

April 23, 2024

Road Names:

- Martha Parkway: STA 0+00 to STA 28+00
- Bonnie Boulevard: STA 0+00 to STA 15+00
- Sonia Street: STA 0+25 to STA 19+25.30
- Laura Lane: STA 12+70 to STA 22+50.25
- Carla Court: STA 0+50 to STA 12+50.25

Description	Cost
Site Preparation	\$100,000.00
Earthwork	\$150,000.00
Fine Grading and Base	\$199,000.00
Curbing	\$33,000.00
Paving (include final asphalt lift)	\$222,000.00
Drainage System	\$93,000.00
Signage	\$13,000.00
Erosion & Sediment Control	\$23,000.00
Permanent Grassing	\$21,000.00
Drainage System Dewatering	\$100,000.00

Total Construction Cost	\$954,000.00
30% Maintenance Security	\$286,200.00

CONSTRUCTION COMPLETION CERTIFICATION

I, \_\_\_\_\_, am a Licensed Professional Engineer,  
No. \_\_\_\_\_, in the State of South Carolina, and I hereby certify that all  
roadway, drainage, and other facilities for \_\_\_\_\_  
\_\_\_\_\_ have been constructed in substantial accordance  
with the design and plans approved by Berkeley County, and in accordance with the Berkeley  
County Subdivision Regulations.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

(Professional Seal)



"AS BUILT" CERTIFICATION

I, \_\_\_\_\_, am a Licensed Professional \_\_\_\_\_  
\_\_\_\_\_, No. \_\_\_\_\_, in the State of South Carolina, and I hereby  
certify that the information contained on these plans truly and accurately represents the actual  
lines, locations, and grades of the constructed improvements for \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

(Professional Seal)

## WARRANTY PERIOD AGREEMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between Berkeley County, and \_\_\_\_\_, hereinafter referred to as "Developer/Subdivider", for the project identified as \_\_\_\_\_, which is further described on plans prepared by \_\_\_\_\_.

The Developer/Subdivider of the project acknowledges and agrees to guarantee the roadways and storm drainage system free from damage, defects, and failures, regardless of cause, and to maintain the improvements for a minimum period of three years following Berkeley County's acceptance of the project under warranty. For residential roadways, the warranty period shall be extended by 12 months after certificates of occupancy are issued for 75 percent of the residential units. In no case shall the total warranty period be less than three years. The Developer/Subdivider shall provide evidence of the 75 percent requirement having been met. The 12-month extension will be effective upon the County's receipt and acknowledgement of evidence documentation. An addendum to this Agreement may be requested to establish the end of warranty date.

The Developer/Subdivider shall provide financial security in the form of a no-contest irrevocable letter of credit, maintenance bond underwritten by an acceptable South Carolina licensed corporate surety, or a cashier's check, in an amount equal to at least 30% of the value of the constructed improvements, based on information provided by the Developer/Subdivider and agreed to by the County Engineer. The value shall include the cost of the final asphalt surface course. The security shall allow Berkeley County to draw funds as needed to correct defects or perform maintenance during the warranty period, and to extend the warranty period, if needed, in order to complete correction of defects discovered during the warranty period. The Developer/Subdivider shall also provide financial security in the form of a no-contest irrevocable letter of credit, performance bond underwritten by an acceptable South Carolina licensed corporate surety, or a cashier's check, in an amount equal to at least 150% of the value of the final asphalt surface course, based on information provided by the Developer/Subdivider and agreed to by the County Engineer. When the final asphalt surface course is applied, the financial surety will be returned to the Developer/Subdivider. All securities shall be non-expiring.

The County Engineer will notify the Developer/Subdivider if repair or maintenance is required during the warranty period. The Developer/Subdivider shall have 30 days to submit an acceptable schedule of corrective actions and begin the corrective actions. However, no repairs within the pavement shall be made without the approval of the County Engineer. If the repair/maintenance is not completed within the approved schedule, Berkeley County will draw funds from the security to take corrective actions or for reimbursement. The warranty period will be automatically extended until the corrective actions are completed. Damage, defects, or failures determined to be matters of public safety may be corrected without notice and Berkeley County will be reimbursed from the security.

Installation of utilities, landscaping, and/or other encroachments within rights of way or easements will require a Berkeley County encroachment permit prior to commencing any work.

The developer shall have six months to address and resolve items on the final inspection punch list or show efforts are being made to address the punch list items. If the punch list items are not addressed or efforts made to address punch list items by the six months, the

County will call in the warranty bond or letter of credit to make the required repairs and accept the development into its maintenance system.

The value of the improvements has been determined to be \$\_\_\_\_\_.  
Therefore, the amount of the financial security shall be \$\_\_\_\_\_.

BERKELEY COUNTY

(DEVELOPER/SUBDIVIDER)

(Address)

\_\_\_\_\_  
County Engineer

\_\_\_\_\_  
(Typed Name)  
(Title)

IRREVOCABLE STANDBY LETTER OF CREDIT NO. (#)

BENEFICIARY:  
Berkeley County  
Post Office Box 6122  
1003 Highway 52  
Moncks Corner, SC 29461

APPLICANT:  
(Developer Name)  
(Developer Address)

PROJECT:  
AMOUNT: \$

DATE OF EXPIRY: NON EXPIRY

We, (Name and address of financial institution), hereby issue our IRREVOCABLE LETTER OF CREDIT NO. \_\_\_ in your favor for the account of the above referenced Applicant up to the aggregate amount of \$\_\_\_.

The LETTER OF CREDIT is available for payment by presentation of your drafts at sight drawn on us bearing the clause: "DRAWN UNDER (Financial institution) LETTER OF CREDIT NO. \_\_\_, and accompanied by the following:

Statement from Berkeley County upon presentation of your drafts stating that (Developer) has failed to perform in accordance with the terms of our agreement, including maintenance and repair of roads, drainage system, and sidewalks for the property/project identified as (Name of project). We are therefore entitled up to the sum of \$\_\_\_ to maintain and/or correct work related to the project.

All drafts must indicate the number and date of this credit.

We hereby engage with you that drafts drawn under and in compliance with the terms of this Credit will be duly honored upon presentation of documents to us in or before the expiration date of this LETTER OF CREDIT. The expiration date shall be extended by 60 days if Berkeley County, as beneficiary of the Irrevocable Letter of Credit No. \_\_\_, shall provide notice to (Financial institution) of claim prior to the Date of Expiry.

(Financial Institution)

By: (Name)  
(Position)

WARRANTY PERIOD BOND

BOND NO.: \_\_\_\_

PRINCIPAL AMOUNT: \$\_\_\_\_

PROJECT: \_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we (Name & address of developer) as Principal, and (Name & address of surety), a corporation duly admitted to conduct business as a corporate surety in the state of South Carolina, as Surety, are held and firmly bound unto Berkeley County, Post Office Box 6122, Moncks Corner, SC 29461-6120, as Obligee, in the penal sum of \$\_\_\_\_, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, (Name of developer) has agreed to maintain, repair, and correct deficiencies associated with roads, drainage system, and sidewalks constructed for (Name of project), in (Location of project). OR Approved Scheduled SOV/Bond Analysis – Attachment "A"

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall fail to perform in accordance with the terms of the agreement, the Surety, upon receipt of a written notice of the Obligee stating that the Project has not been maintained, repaired and/or deficiencies have not been corrected, shall pay the Obligee such amount up to the Principal amount of this Bond which will allow the Obligee to perform the work or will reimburse the Obligee for work performed in accordance with the agreement.

This obligation shall remain in force for the duration of the warranty period including extensions.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

(Name of Developer)  
PRINCIPAL

(Name of Surety)  
SURETY

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

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

(Name/Title)

(Name/Title)

PERFORMANCE BOND

BOND NO.: \_\_\_\_

PRINCIPAL AMOUNT: \$\_\_\_\_

PROJECT: \_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we (Name & address of developer) as Principal, and (Name & address of surety), a corporation duly admitted to conduct business as a corporate surety in the state of South Carolina, as Surety, are held and firmly bound unto Berkeley County, Post Office Box 6122, Moncks Corner, SC 29461-6120, as Obligee, in the penal sum of \$\_\_\_\_, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, (Name of developer) has agreed to apply final asphalt surface course on (list roads) associated with (Name of project), in (Location of project).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall fail to perform in accordance with the terms of the agreement, the Surety, upon receipt of a written notice of the Obligee stating that the Project has not been completed, shall pay the Obligee such amount up to the Principal amount of this Bond which will allow the Obligee to perform the work or will reimburse the Obligee for work performed in accordance with the agreement.

This obligation shall remain in force for the duration of the warranty period including extensions.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

(Name of Developer)  
PRINCIPAL

(Name of Surety)  
SURETY

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

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

(Name/Title)

(Name/Title)

IRREVOCABLE STANDBY LETTER OF CREDIT NO. (#)

BENEFICIARY:  
Berkeley County  
Post Office Box 6122  
1003 Highway 52  
Moncks Corner, SC 29461

APPLICANT:  
(Developer Name)  
(Developer Address)

PROJECT:  
AMOUNT: \$

DATE OF EXPIRY: NON EXPIRY

We, (Name and address of financial institution), hereby issue our IRREVOCABLE LETTER OF CREDIT NO. \_\_\_ in your favor for the account of the above referenced Applicant up to the aggregate amount of \$\_\_\_.

The LETTER OF CREDIT is available for payment by presentation of your drafts at sight drawn on us bearing the clause: "DRAWN UNDER (Financial institution) LETTER OF CREDIT NO. \_\_\_, and accompanied by the following:

Statement from Berkeley County upon presentation of your drafts stating that (Developer) has failed to perform in accordance with the terms of our agreement, application of the final asphalt surface course for (Name of project). We are therefore entitled up to the sum of \$\_\_\_ to perform the work work related to the project.

All drafts must indicate the number and date of this credit.

We hereby engage with you that drafts drawn under and in compliance with the terms of this Credit will be duly honored upon presentation of documents to us in or before the expiration date of this LETTER OF CREDIT. The expiration date shall be extended by 60 days if Berkeley County, as beneficiary of the Irrevocable Letter of Credit No. \_\_\_, shall provide notice to (Financial institution) of claim prior to the Date of Expiry.

(Financial Institution)

By: (Name)  
(Position)