

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SOUTH CAROLINA DEPARTMENT OF EDUCATION  
OFFICE OF SCHOOL FACILITIES  
AND  
THE OSF APPROVED CHAPTER 1 INSPECTOR**

**SECTION I. GENERAL**

This Memorandum of Understanding (Memorandum) is made and entered into this the \_\_\_day of \_\_\_\_\_ 2011, by and between the Office of School Facilities (OSF) and \_\_\_\_\_, OSF Approved Inspector.

**WITNESSETH:**

**WHEREAS**, S.C. Code Ann. § 59-23-220 (2004 Supplement) requires that all public school buildings (Pre-K through twelfth grade) be inspected and approved by the State Superintendent of Education, his or her agent, before first being occupied;

**WHEREAS**, the OSF is an organized office of the State Department of Education (SDE) and thus the agent of the State Superintendent of Education and is the office charged with carrying out the responsibilities set forth in S.C. Code Ann. § 59-23-220 (2004 Supplement);

**WHEREAS**, the OSF, as the Building Official for all public school buildings, reviews and approves all plans and specifications for those public school buildings, inspects construction and approves occupancy;

**WHEREAS**, the OSF Approved Inspector has SC Building Codes Council certified expertise;

**WHEREAS**, the OSF and the OSF Approved Inspector find that this Memorandum of Understanding is fair and reasonable;

**NOW, THEREFORE**, and in recognition of our commitment to the promotion of public health and safety, it is agreed by and between the parties that it is in the best interests of the OSF and the OSF Approved Inspector to enter into this Memorandum of Understanding to provide OSF public school construction inspections in the manner defined below.

## **SECTION II. RESPONSIBILITIES**

- I. **Scope of Services.** The purpose of the Memorandum is to facilitate the efforts of the OSF in fulfilling its responsibilities to perform code required inspections of public school construction within its jurisdiction, and to support the OSF's mission to safeguard the public health, safety, and general welfare with respect to the design and construction of Pre-K through twelfth-grade (12<sup>th</sup>) school facilities.
- II. **Term of the Agreement.** The term of this agreement shall be for two years from the date of execution and maybe renewed by application to OSF for additional two-year periods, unless either party gives written notice of nonrenewal to the other party.
- III. **Responsibilities of the OSF Inspector.**
  - A. The OSF Approved Inspector shall maintain any certifications or registrations that served in whole or in part as the basis for OSF approval of the applicant for designation as an OSF Approved Inspector.
  - B. The OSF Approved Inspector shall assume responsibility for construction inspections for approved document compliance, as required by Chapter 1 of the International Building Code, The South Carolina School Facilities Planning and Construction Guide and this OSF Inspection Program Manual. All code interpretations shall be determined by OSF.
  - C. The OSF Approved Inspector shall respond to any call requesting an inspection be scheduled.
  - D. In conjunction with the project architect, engineer, construction manager and/or contractor, the OSF Approved Inspector shall be prepared to carry out a required inspection within 24 hours of notice. If an Inspector fails to show up for a scheduled inspection, the follow-up inspection shall be provided at no cost to the owner.
  - E. The OSF Approved Inspector shall maintain records of each and every inspection carried out, identifying the date, time, and owner representative and/or contractor present at the inspection. The Inspector shall also specify the purpose or type of inspection(s) being performed and shall specifically state whether the work inspected was found to be satisfactory or unsatisfactory. A summary Discrepancy Log shall also be maintained by the OSF Approved Inspector and will be available at any OSF inspection. The records shall state what corrective action (if any) is expected of the contractor to resolve any unsatisfactory work and a timeframe for that corrective action.

The inspection record shall be clear and legible. A copy of the inspection record shall be given to the contractor and the original retained by the inspector until at least one year after the date the building is approved for occupancy by OSF.

- F. Required corrective actions called for by the inspector shall be followed up on through re-inspection to ensure corrective actions have been taken and the date and action shall be recorded in the Discrepancy Log.
- G. In accordance with IBC, S109.1, the IBC inspector understands that he has the right (and responsibility) of access to all construction work. If any work has been covered prior to the required inspection, the OSF Approved Inspector has the right and responsibility to order that access be created as necessary. As stated in IBC, neither the OSF Approved inspector nor the jurisdiction shall be liable for expenses entailed in the removal and/or replacement material.
- H. The OSF Approved Inspector shall notify OSF immediately of any significant problem revealed by an inspection and any “stop work order” being considered shall first be discussed with OSF. If OSF is not immediately available, the OSF Approved Inspector shall take immediate action and report his actions to OSF as soon as feasible.
- I. The OSF Approved Inspector shall not begin carrying out any inspection services under this memorandum alone. A specific request for an inspection shall first be initiated by the owner, architect, engineer, construction manager, and/or contractor for any given project.

**IV. Responsibilities of the OSF.**

- A. Receive and process in a timely manner any Application for designation as an OSF Approved Inspector.
- B. Issue a wallet identification card to and execute a Memorandum of Understanding with any qualified person whose application for OSF Approved Inspector has been approved.
- C. Maintain an up-to-date registry of all active, qualified OSF Approved Inspectors and make it readily available, via the internet, to all architects, engineers, construction managers and/or contractors in the State of South Carolina who are engaged in public school construction.
- D. Continue to fulfill the role of Building Inspector for schools, providing code interpretations, “above ceiling” and final occupancy inspections.
- E. Provide a hearing, on request, to those whose approval has been terminated in accordance with Subsection VI of Section II of this agreement.

**V. Memorandum Modification.** This Memorandum may be amended only if the Director of the OSF and the OSF Approved Inspector mutually agree in writing.

**VI. Termination.** A) This agreement may be terminated immediately by OSF for failure of the OSF Approved Inspector to maintain qualifications and/or certifications that served as the basis for OSF approval of Inspector status; B) This agreement may also be terminated by either party without penalty or obligation upon thirty-(30) days notice to the other party; C) This agreement may be terminated by OSF at anytime for cause, which includes but is not limited to violations of the law, or breach of professional standards as determined by OSF.

**ACKNOWLEDGEMENT**

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**Office of School Facilities** **Date**

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**OSF Approved Inspector (Name)** **Date**