

BY-LAWS OF THE POST-TENSIONING INSTITUTE

October 7, 2022

ARTICLE I

NAME AND LOCATION

SECTION 1. The Post-Tensioning Institute is not-for-profit association that has no capital stock and is organized under the laws of the state of Illinois under the name "Post-Tensioning Institute" (hereafter the "Institute" or "PTI").

SECTION 2. The principal office and place of business of the Institute shall be located in or adjacent to the City of Farmington Hills, State of Michigan, or such other place as may be designated by the Board of Directors.

ARTICLE II

PURPOSE AND OBJECTIVES

The purpose and objectives of the Institute shall be to expand the uses of fabricated post-tensioning materials; to deal with pertinent technical and marketing tasks; to compile and publish information of benefit to users of post tensioning materials; to cooperate in every lawful way in the adoption and maintenance of standard specifications for fabrication and installation of post-tensioning materials; and to do all other lawful acts and things to increase the use of post-tensioning materials and to promote and protect any other legitimate common interests of the members.

ARTICLE III

MEMBERSHIP

SECTION 1. MAKEUP OF MEMBERSHIP. Membership in the Institute is voluntary and shall be composed by those who are from time to time admitted to membership in the manner prescribed in these By-Laws.

SECTION 2. DEFINITIONS.

1. "Post-Tensioning materials" The term "post-tensioning materials" as used in these By-Laws means a complete assembly consisting of anchorage, prestressing steel (with sheathing when required), fabricated and/or installed in compliance with recognized published technical standards for post-tensioning materials, and used to impart a prestressing force to concrete, earth, or other material.
2. "PT Entity" The term "PT Entity" as used in these By-Laws shall mean any entity, whether a person, firm partnership, corporation, company or organization

engaged in the post-tensioning activities described in Article III, Section 3 hereof and all other entities engaged in similar activities which are owned or controlled such PT Entity.

3. "North American Continent" The Term "North American Continent" shall include all the Territories under the legislative control of the United States of America, Canada and the United Mexican States.

SECTION 3. MEMBERSHIP. The Institute classifies its membership by the type of business its members conduct and by organizational levels based on the location when its members conduct such business. Any PT Entity engaged in the post-tensioning businesses described below may, subject to the requirements set forth below and approval of the Institute's Board of Directors, apply for membership in the Institute provided that:

1. No applicant for any classification of membership in the Institute shall be admitted to that classification if such applicant or such applicant's employer or business is eligible for any other classification of membership having a higher dues and assessment base pursuant to the Institute's most recent dues structure, except for Professional Members whose employer or business is eligible for either membership in the Institute as a Consulting Company or as a Contractor Company.
2. An applicant's classification of membership shall be determined by virtue of such application's business activities falling under such classification description. An applicant must disclose and apply for membership for all business interests related to the post-tensioning industry, including any parent companies or subsidiaries, affiliates, or partners of the applicant.
3. An applicant may apply for membership in the Institute in more than one membership classification, provided that the applicant shall pay all dues and assessments associated with each membership classification. However, no Member of the Institute shall be eligible for more than one (1) seat on the Institute's Board of Directors or on the Institute's Executive Committee regardless of the number of membership classification under which a Member maintains membership in the Institute.
4. Professionals and other qualified individuals may apply for separate Professional membership in the

Institute if the individual's employer or business is a member in good standing of the Institute or has applied for such membership in good faith. However, an individual may only be approved as a Professional Member in the Institute if the individual's employer or business is approved for and becomes a Member of the Institute, unless the individual's employer is a Contractor or Engineering company.

5. All Member of the Institute in membership categories with tiered due rate schedules shall be adjusted to higher or lower tier of dues rate classifications annually, based on the confidential financial affirmation of the Member's sales volume (in US dollars or US tons as appropriate), to companies who are, or could be PTI members. Members with tiered dues structures will receive annually three (3) months prior to their membership renewal, a request for verification of their tiered dues level which must be confirmed and signed by the senior officer of the member company and submitted to the Executive Director. Such confirmations shall be subject to a confidential third-party audit upon request.
6. All Post-Tensioning Supplier Members, as defined below, fabricating and/or extruding strand for unbonded single strand tendons shall, as a condition of initial and continuing membership, maintain certification of all their plants pursuant to the Institute's certification program for plants producing unbonded single strand tendons, as shall be in effect from time to time.

SECTION 4. MEMBERSHIP CLASSIFICATIONS.

Membership in the Institute shall consist of the following membership classifications:

1. Post-Tensioning Members:

A. Post-Tensioning Supplier. A PT Entity that maintains one or more locations from which it engages in one or more of the following activities:

1. **Tendon Fabricator.** A PT Entity that is engaged primarily in the fabrication of unbonded, multistrand, or bar post-tensioning materials.
2. **Unbonded Tendon Extrusion-only Facility.** A PT Entity that is engaged only in the extrusion of sheathing on strand for unbonded single strand tendons and not in the fabrication of any other post-tensioning materials.
3. **Post-Tensioning Seller.** A PT Entity that is engaged in the sale, but not the fabrication, of post-tensioning materials to any entity

involved in the construction process for individual projects.

B. Prestressing Steel Supplier. A PT Entity who maintains one or more locations from which it engages in one or more of the following activities:

1. **Prestressing Steel Manufacturer.** A PT Entity that is engaged in the manufacture of prestressing strand, bar or wire used by those eligible for Post-Tensioning Supplier Membership.
2. **Prestressing Steel Seller.** A PT Entity that is engaged in the sale of prestressing strand, bar or wire to any entity eligible for Post-Tensioning Supplier Membership.

2. **Associate.** A PT Entity that is engaged in the manufacture and/or sale of equipment or other materials used by those eligible for Post-Tensioning Supplier Membership.
3. **Consulting Company.** A PT Entity that is engaged in providing professional consulting services to the Institute, its Members, their customers, or the post-tensioning industry.
4. **Contractor Company.** A PT Entity that contracts with another person, firm, partnership, corporation, company or organization for the construction of a slab-on-ground building, bridge or other structure in which post-tensioning is used, or that is engaged in the installation or stressing of post-tensioning materials.
5. **Affiliate.** A PT Entity that is engaged in the supply of services to those eligible for Post-Tensioning Supplier Membership, such as but not limited to software, and other no-hardware based technologies. Resellers of the Institute's publications shall also be considered to be Affiliate Members.
6. **Trade Association.** Any trade association or organization having United States income tax exemption or having purposes and objectives compatible with the goals and purposes of the Institute.
7. **Professional Members.** An individual who meets one or more of the following qualifications, or who is deemed by the Institute to have abilities or standing equal to one or more of these qualifications:
 - A. Design Professional.**
 1. **Licensed Design Professional.** An individual who is licensed to practice structural design or architecture.
 2. **Engineers and Architects-in-Training.** An individual who is a graduate of a recognized

institution of higher learning, in the field of architecture or engineering, but who has not yet fulfilled the requirements for professional licensing.

B. Construction Professional.

1. **Contractor/Builder.** An individual who is employed by a firm, or corporation that contracts with another organization or individual for the construction of a building, bridge or other structure in which post-tensioning is used, or that is engaged in the installation or stressing of post-tensioning materials.
2. **Construction Engineer/Construction Manager.** An individual who plans, manages and/ or inspects construction projects.
3. **Inspector/Testing Technician.** An individual who performs inspection and/or testing related to post-tensioning systems or post-tensioned construction.

C. Government Employee. An individual who is employed by federal, state or local government.

D. Academic.

1. **Educator.** An individual who is employed full-time as a professor/ instructor in a recognized institution of higher learning, in the architectural, engineering or construction management field.
2. **Student.** An individual who is enrolled full-time in a recognized institution of higher learning, in the architectural, engineering or construction management field.

E. Other Professional Services.

1. **Legal Professional.** An attorney or other legal professional who advises or represents the Institute, its Members, their customers or the Post-Tensioning Industry in legal matters.
2. **Information Technology Consultant.** An individual who provides consulting services related to computer systems and applications to the Institute, its Members, their customers or the Post-Tensioning industry.
3. **Researcher/Scientist.** An individual who is possesses a degree from a recognized institution of higher learning in the field of science, including: physics, chemistry, and geology, and who performs services for the Institute, its Members, their customers or the Post-Tensioning industry.

8. Special Members.

A. Retired Professional. An individual who

qualifies for one or more of the above professional categories, but who has retired from full-time employment either as an employee for a PT Entity, or as a professional consultant.

B. Lifetime Member. Any individual who has retired from active service from a Member of the Institute and has served at least ten (10) years on the Institute's Board of Directors, or as a member of any of the Institute's committees, or any other individual who has made a significant and lasting positive impact on the Institute is eligible for nomination as a "Lifetime Member". A Lifetime Member is a non-due paying position with lifetime eligibility to serve on the Institute's committees but will not have voting privileges and is not eligible for any other office with the Institute.

C. Member-At-Large. An individual who shall cease during his or her term as an officer of the Institute to be an owner, partner, employee or agent actively connected with the business of the PTI Member with whom he or she was connected with a time he or she was elected as an Officer of the Institute is eligible to be a Member-At-Large of the Institute and shall continue his or her current position as an Officer for the remainder of said current term, provided he or she remains actively involved in the post-tensioning industry.

SECTION 5. MEMBER ORGANIZATION LEVEL. In addition to a membership classification, each Member of the Institute shall be designated an organizational level as either a North American Member or International Member depending on location and whether the Member conducts business in North America.

1. **North America Organizational-Level Member.** A PT Entity that maintains one or more offices in North America and/or that sells or delivers post-tensioning materials into North America.

2. **International Organizational-Level Member.** A PT Entity that does not qualify for North American Organizational-Level Member status as defined in Article III, Section 5.1 hereof.

SECTION 6. APPLICATION AND APPROVAL. Application for membership in the Institute shall be made in writing, in a form approved by the Institute's Board of Directors, be addressed to the Institute's Executive Director and state the following the applicant's name, principal address, nature of business, and locations from which the applicant conducts business; that the applicant has read these By-Laws and accepts and agrees to be bound by the provisions thereof; and that the applicant agrees to pay dues and assessments, abide by any code of conduct that

may be implemented by the Institute, and, as applicable, meet the conditions set for in Article III, Sections 3 and 4 hereof.

Each application for membership in the Institute that meets the aforementioned conditions shall be presented by e-mail to the Executive Committee for consideration for approval. A vote, either electronically, by e-mail, or in person, of not less than two-thirds ($\frac{2}{3}$) of the members of the Executive Committee in favor of approving an applicant shall be required to elect the applicant to Membership in the Institute. The Executive Committee shall report to the Board of Directors at each regular meeting of the Institute's Board of Directors on all applications presented to Executive Committee for consideration since the Board of Director's last regular meeting and the status of each membership application under consideration for approval by the Executive Committee.

By joining the Institute, each Member assumes and agrees to pay dues and assessments to the Institute for the ensuing consecutive twelve (12) month period in accordance with the dues and assessment schedule adopted by the Institute's Board of Directors at that time. Membership renewals are based on consecutive twelve (12) month periods commencing annually on the first (1st) day of the month following the month in which the application for membership was initially submitted to the Institute.

SECTION 7. TERMINATION.

1. Termination of Membership. Membership in the Institute may be terminated by dissolution, death, resignation, or expulsion. Upon termination of membership, all rights, privileges, and interests of such Member in and to the Institute shall cease. A Member may resign its membership in the Institute at any time upon giving ninety (90) days written notice of resignation to the Institute. At the time a Member gives written notice of resignation of membership to the Institute, the member shall make payment to the Institute for, all dues and/or assessments that are due and owing by the Member for the remainder of their current membership year prior to the date of the receipt of such resignation by the Institute, or the Member shall make arrangement for the payment thereof that are satisfactory to the Institute's Executive Committee. The termination of a Members' membership in the Institute shall not in any way affect such member's indebtedness to the Institute, including but not limited to, indebtedness for any des and/or assessments for the remainder of their current membership year.

A. Termination by Expulsion. The membership of any Member of the Institute may be terminated

by expulsion by a two-thirds ($\frac{2}{3}$) vote of the Board of Directors after a hearing with due notice and upon proof being submitted to the Board of Directors that such Member has failed to observe any provision of the Institute's By-Laws or any resolution, rule or regulation made thereunder.

B. Termination for Non-Payment of Dues and/or Assessments. Termination of membership in the Institute for non-payment of dues and/or assessments shall be in accordance with the provisions of Article VII, Section 3 of these By-Laws.

2. Suspension of Membership. Any Member may be suspended from the Institute by a majority vote of the Board of Directors after hearing, with due notice and upon proof being submitted to the Board of Directors that such Member has failed to observe any provision of the Institute's By-Laws or any resolution, rule or regulation thereunder. The conditions and length of such suspension shall be determined by the Board of Directors. During the period of suspension, a suspended Member is not entitled to the rights and privileges of membership, although the Member remains fully liable to the Institute for all dues and assessments to the same extent and in the same manner as if the Member has not been suspended.

3. Appeal of Termination or Suspension. Members expelled or suspended shall be notified of the Board of Directors action by the Institute's Executive Director and shall be informed concerning the appeal procedure. All appeals shall be heard by the Executive Committee who shall report on any appeal proceedings to the next meeting of the Board of Directors to accept or reject that appeal.

SECTION 8. USE OF MEMBERSHIP MARK.

1. All Members in good standing shall be eligible to use the official "PTI Membership Mark" on the Member's documents and website only for the use and purpose of identifying their membership in the Institute. Reproducible artwork from the Institute depicting this membership mark shall be made available on request to all Members in good standing. The PTI Membership Mark is the property of the Institute. The right to use the PTI Membership Mark shall be granted only to Members in good standing as defined in these By-Laws. This right to use the PTI Membership Mark shall be immediately revoked upon termination of membership. Its use is strictly limited to identifying membership status in the Institute. The PTI Membership Mark shall not be altered in any manner, other than reduction or enlargement, and shall be kept in its original proportions when it is resized.

2. The PTI Membership Mark may be used only by Members of the Institute in good standing pursuant to these By-Laws. Reference to the PTI Membership Mark for any commercial or identification purpose by any person, other than a Member of the Institute in good standing, is prohibited.
3. The PTI Membership Mark shall not be used by any person, including Members of the Institute in good standing, to misrepresent their status, identity, or any product.
4. Under no circumstance shall anyone use the PTI Membership Mark in such manner as to imply the Institute's approval, sanctioning, or registration of any entity's business or products.

ARTICLE IV

MANAGEMENT

SECTION 1. BOARD OF DIRECTORS. The management and control of the Institute and its affairs shall be vested in a Board of Directors composed of one (1) director for each Post-Tensioning Member of the Institute, two (2) directors representing Prestressing Steel Supplier Members, two (2) directors representing Associate Members, one (1) director representing Consulting Company Members, one (1) director representing Contractor Members, one (1) director representing Affiliate Members, three (3) directors representing Professional Members, one (1) director-at-large, the Chairs of the Technical Advisory Board (TAB) and the Certification Advisory Board (CAB), if not already a Director, the Chairs other Board Level Committees, if not already a Director as ex-officio (non-voting) members, the immediate Past President and the Officers of the Institute other than the Institute's Executive Director. If the company of the Chair of any Board level committee is already represented on the Board of Directors, the Board of Directors shall appoint another member of such Board level committee to the Board of Directors as the representative for such Board level committee. Other than the immediate Past President and the Officers of the Institute, directors shall serve two (2) year terms. No member of the Institute shall have more than one (1) director on the Institute's Board of Directors. Directors representing Professional Members and the director-at-large shall not be affiliated with companies already represented on the Board of Directors.

SECTION 2. ELIGIBILITY. No person shall be eligible to serve as a Director on the Institute's Board of Directors unless he or she is an owner, partner, employee or agent actively connected with the business of a Post-Tensioning Supplier Member, a Prestressing Steel Supplier Member, an Associate Member, a Consulting Member, a Contractor Member, or is a Professional Member in good

standing and has served at least two (2) years on at least one (1) of the Institute's committees. In the case of new Post-Tensioning Supplier Members of the Institute, this required period of service on the Institute's committees would be waived. In the case of other Membership categories, this required period of service on the Institute's committees could be comprised of time served while the previous employee of Member company, or as an employee of a previous Member company. Special Members and representatives of Association Members shall not be eligible to serve as Directors of the Institute. It is explicitly expressed that it is the desire of the Board of Directors that the elected person remain as a Director on the Institute's Board of Directors for the tenure of their elected term irrespective of change in employment during in their term, so long as the following conditions are met: the elected person continues to be an owner, partner, employee or agent actively connected with the business of an institute member or the elected person become a Professional Member of the Institute; there is less than a forty-five (45) day gap in employment between the time the elected person ceases to be an owner, partner, employee or agent of one Member of the Institute and the time that the elected person becomes an owner, partner, employee or agent of another Member of the Institute or becomes a Professional Member of the Institute; and such change in employment does not result in two (2) members of the Board of Director's being an owner, partner, employee or agent actively connected with the business of one Member including any parent companies thereof or subsidiaries, affiliates or partners of a Member over which such parent company has effective control thereof.

In the case that any change in employment results in more than one (1) representative from any one (1) Member on the Institute's Board of Directors, resignations must be immediately tendered by any of the relevant Directors so as to return the balance of the Institute's Board of Directors to one (1) representative from any one (1) Member of the Institute. In such as case, the director seat previously held by the resigning Director would be automatically awarded to the next eligible candidate in the same membership category with the next highest number of votes from the preceding Election, or to any named representative in the case of a Post-Tensioning Supplier Member. In the event that such representative fails to immediately tender such resignation as required herein, the Director who changed employment shall be removed as a member of the Board of Directors by the Institute's Executive Director after a period of fourteen (14) days.

SECTION 3. POWERS AND DUTIES. The Board of Directors shall have power to make rules and provisions for the carrying on of the work and the activities of the Institute not inconsistent with these By-Laws; to fill

vacancies which may occur in any office and in the Board of Directors; to engage and discharge all employees and agents of the Institute and to fix their compensation; to approve annual budgets of expenditures and amendments thereto; to admit and expel members; to have charge of all property of the Institute; and to do all other acts necessary or proper to carry on the work of the Institute.

SECTION 4. QUORUM. One-third (1/3) of the Board of Directors as then composed shall constitute a quorum at any meeting of the Board of Directors.

SECTION 5. ELECTION. Elections for director to serve a two (2) year term on the Institute's Board of Directors in the Director positions not held by the Vice President (President Elect) and Secretary (Vice President Elect) of the Institute, or Post-Tensioning Supplier Members, shall be held biennially in even numbered years ("Election Years"). Each Election Year, beginning on July 1st and continuing through July 31st (the "Nomination Period"), the Nominating Committee shall solicit from the membership, nominations of candidates from Members to serve as Directors on the Institutes Board of Directors in the Director positions not held by the Vice President and Secretary of the Institute, or Post-Tensioning Supplier Members. The Nomination Committee shall review each candidate nominated to determine whether the nominee is eligible to serve in the position for which he or she was nominated. Within seven (7) days of the close of the Nomination Period, the Nominating Committee shall prepare, and present to the Executive Director, a ballot of all eligible, nominated candidates for each Director category, as set forth in Article IV, Section 1 hereof, for Director positions not held by the Vice President and Secretary of the Institute, or Post-Tensioning Supplier Members. Upon receipt of the ballot from the Nominating Committee, the Institute shall conduct a secure, electronic election of directors to serve on the Institute's Board of Director's (the "Election") in Director positions not held by the Vice President and Secretary of the Institute, or Post-Tensioning Supplier Members.

1. Election of Directors Representing Directors other than Post-Tensioning Supplier Members or Professional Members. In each Election held under Article IV, Section 5 hereof, each current member of the Board of Directors, excluding those representing Professional Members of the Institute, shall be eligible to vote for: two (2) directors to represent Prestressing Steel Supplier Members from the list of candidates of representatives of Prestressing Steel Supplier Members; two (2) directors to represent Associate Members from the list of candidates of representatives of Associates Members; one (1) director to represent Consulting Company Members from the list of candidates of representatives of

Consulting Members; one (1) director to represent Contractor Company Members from the list of candidates of representatives of Contractor Members; and one (1) director to represent Affiliate Members from the list of candidates of representatives of Affiliate Members. Current Board members shall also vote for one (1) director-at-large from a list of candidates, that may include candidates who were unsuccessful in obtaining other seats listed above, so long as a representative of the candidates company does not already hold a position as a Director for the current term.

- 2. Election of Directors Representing Professional Members.** In each Election, Professional Members of the Institute shall be eligible to vote in the election of directors representing Professional Members on the Board of Directors. Each Professional Member shall receive a ballot and vote for three (3) directors to represent Professional Members from the list of nominated candidates of Professional Members.
- 3. Members Not Eligible to Vote.** Association Members and Special Members shall not be eligible to vote in Elections held under this Article IV, Section 5.
- 4. Election Period.** Elections held under this Article IV, Section 5 shall be open at 8:00am EDT (Eastern Daylight Time) on August 15th and shall close at 6:00pm EDT on August 31st (the "Election Period"). Following the close of the Election Period, the Institute shall tally the votes cast and shall present the results of the Election at the next regular meeting of the Institute's Board of Directors following the close of the Election Period.

SECTION 6. MEETINGS AND ACTION.

- 1. Meetings.** Two (2) regular meetings of the Institute's Board of Directors shall be held each calendar year in such manner, whether in person or electronically, and at such times and locations as the Institute's Board of Directors may prescribe. Special meetings of the Institute's Board of Directors may be called at any time by the President of the Institute or upon written request of any three (3) Directors. Unless otherwise determined by majority vote of the Institute's Board of Directors, all meetings of the Institute's Board of Directors shall be open to other representatives of all Members of the Institute, who may attend and participate in discussions held in all meetings of the Institute's Board of Directors. Votes shall be cast by Directors in the same manner in which the meeting at which the vote is being cast is held. If the meeting of the Institute's Board of Directors is held in person, votes shall be cast in person by the Directors. If the meeting of the Institute's Board of Directors is held

electronically, votes shall be cast electronically by the Directors. Each Director shall be entitled to one (1) vote on all matters coming before the Institute's Board of Directors.

- 2. Action between Meetings.** For matters coming before the Institute's Board of Directors during intervals between meetings of the Institute's Board of Directors may be decided by electronic ballots, except as otherwise set forth herein, such ballot shall state a finite date and time for return of such ballot, and passage of such matters shall require a majority vote of the Institute's Board of Directors eligible to and receiving such ballots.

SECTION 7. LEGAL COUNSEL. The Institute shall retain legal counsel who shall be present, either electronically, telephonically or in person as directed by the Institute's Board of Directors, during all meetings of the Institute's Board of Directors.

SECTION 8. NOTICE. Notice of regular meetings of the Institute's Board of Directors shall be given by the Executive Director of the Institute at least fifteen (15) days before such meeting. Notice of special meetings of the Institute's Board of Directors shall be given by the Executive Director by mailing at least five (5) days before such meeting or electronically at least forty-eight (48) hours before such meeting, which notice shall specify the purpose for which such special meeting is being held.

SECTION 9. EXECUTIVE COMMITTEE. The Board of directors shall biennially in even numbered years elect from its members an Executive Committee of nine (9) members, consisting of the President, Vice President, and the Secretary of the Institute, each of whom shall be elected in the matter set forth in Article V, Section 1 hereof, the immediate Past President, and four (4) other directors, one (1) of whom shall be a representative of Post-Tensioning Company Members, one (1) of whom shall be a representative of Prestressing Steel Supplier Members, one (1) of whom shall be a representative of Associate Members, one (1) of whom shall be a representative of Professional members, and the Executive Director. The Executive Committee, during intervals between meetings of the Board of Directors, shall possess and may exercise all the powers of the Board of Directors in the management and direction of the affairs of the Institute. If any officer position is filled by a Prestressing Steel Supplier, Associate member, or Professional Member, the position or positions specifically identified for the respective Prestressing Steel Supplier, Associate Member, or Professional Member shall be available for nomination(s) of any eligible Post Tensioning Company Board Member(s). The Executive Committee shall also perform such other duties as may

from time to time be delegated to is by the Board of Directors. The terms of office of the Executive committee shall expire at the end of a calendar year.

No Member of the Institute, including any parent companies thereof or subsidiaries, affiliates or partners of a Member over which such parent company has effective control thereof, shall at any point in time have more than one (1) representative on the Executive Committee. If any such person shall change employment or his or her contract for consultancy and such change results in any Member having more than one (1) representative on the Executive Committee, such person shall immediately tender a resignation as a member of the Executive Committee. In the event that such person fails to immediately tender such resignation as required herein, such person shall be removed as a member of the Executive Committee by majority vote of the remaining members of the Executive Committee. Following the resignation or removal of an Officer from the Executive Committee under this Section, the vacant Officer position shall be filled in accordance with terms of this Article V, Section 7 of these By-Laws.

SECTION 10. NOMINATING COMMITTEE. A Nominating Committee consisting of the current President, immediate Past President, and immediate Past-Past President, with the Executive Director, ex officio, shall be formed bi-annually or as required to fill certain vacancies on the Institute's Board of Directors, Officer positions (not including the Executive Director), or on any boards and /or committees of the Institute. The Nominating Committee shall meet as necessary to solicit candidates for available positions on the Institute's Board of Directors, Officer positions (not including the Executive Director), and positions on any boards and/or committees of the Institute as required under these By-Laws. For any available positions on the Institute's Board of Directors, the Nominating Committee shall follow the procedures set forth in Article IV, Section 5 of these By-Laws. When there is a vacancy or opening in any of the following positions: committee membership candidates for appointment by the President of the Institute pursuant to Article VI, Section 5.3 hereof; Technical Advisory Board Chair and membership candidates pursuant to Article VI, Section 1 hereof; and Certification Advisory Board Chair and membership candidates pursuant to Article VI, Section 2 hereof, the Nominating Committee shall receive and draft timely recommendations and nominations of candidates from Members for candidates which shall be provided to the Institute's Board of Directors no later than thirty (30) days prior to next regular meeting of the Institute's Board of Directors.

ARTICLE V

OFFICERS

SECTION 1. OFFICERS AND ELECTION. The Officers of the Institute shall be the President, Vice-President, Secretary, and the Executive Director. All Officers of the Institute, other than the Executive Director, shall be Directors. It is explicitly expressed that it is the desire of the Board of Directors that the person elected to be an Officer of the Institute, other than the Executive Director, remain as an Officer of the Institute for the tenure of their elected term irrespective of change in employment during their term, so long as the elected person retains or reestablishes eligibility to serve as a Director of the Institute as outlined in Article IV, Section 2. The Secretary shall be elected biennially at the annual fall meeting of the Institute's Board of Directors that are held on even numbered years and implemented on odd numbered years. Unless otherwise directed by the Board of Directors, the Vice-President (President Elect) shall succeed the President; the Secretary (Vice President Elect) shall succeed the Vice-President. Each such officer shall hold office for two (2) years or until his or her successor is duly elected and qualified. Officers' terms shall expire at the end of a calendar year.

No Member of the Institute including any parent companies thereof or subsidiaries, affiliates or partners of a Member over which such parent company has effective control thereof, shall at any point in time have more than one (1) Officer elected pursuant to Article, V, Section 1 hereof. If any person serving as an Officer of the Institute shall change employment or his or her contract for consultancy and such change results in any Member of the Institute having more than one (1) representative serving as an Officer under Article V hereof, such representative shall immediately tender a resignation as an Officer under Article V hereof. In the event that such representative fails to immediately tender such resignation as required herein, such representative shall be removed as an Officer of the Institute by majority vote of the remaining members of the Executive Committee. In the case of a President or Vice President resigning or being removed hereunder, the Officers shall move up in designation, with the exception of a new Secretary who shall be replaced pursuant to the procedures established in Article V, Section, 7 of the By-Laws. Within thirty (30) days following the resignation or removal of an Officer under this Section, the Nominating Committee shall solicit candidates to fill the vacancy caused by the resignation or removal of the Officer and thereafter, no later than ten (10) days from the Nominating Committee's candidates finalized, cause the Executive Director to call for a vote by the institute's Board of Directors.

SECTION 2. REMUNERATION. The President, Vice-President, and Secretary of the Institute shall receive no remuneration for acting as such.

SECTION 3. DUTIES OF THE PRESIDENT. The President of the Institute shall preside at meetings of the Board of Directors and shall have such duties as usually pertain to that office and as may be conferred upon him or her by the Institute's Board of Directors from time to time.

SECTION 4. DUTIES OF THE VICE-PRESIDENT. The Vice-President of the Institute shall serve as the chair of the Finance Advisory Committee, and in the absence of the President, perform the duties of the President.

SECTION 5. DUTIES OF THE SECRETARY. The Secretary of the Institute shall have such duties as usually pertain to that office and as may be conferred upon him or her by the Institute's Board of Directors from time to time.

SECTION 6. DUTIES OF THE EXECUTIVE DIRECTOR. The Executive Director of the Institute shall be the executive officer of the Institute and shall be an ex-officio member of all committees. The Executive Director of the Institute shall conduct the correspondence of the Institute; keep the Institute's records and minutes of all meetings; collect and disburse all monies of the Institute; keep an accurate record of all the Institute's receipts and expenditures; preserve all vouchers and furnish a financial statement of the Institute at each regular meeting of the Board of Directors; collect, compile and disseminate such statistical and other information as directed by the Institute's Board of Directors; and shall have such other duties as may be conferred upon the Executive Director by the Institute's Board of Directors from time to time.

SECTION 7. REPLACEMENT OF VACANT OFFICER POSITION. Upon the occurrence of a vacancy in any Officer position of the Institute, the vacant Officer position shall be filled as follows:

- 1. Vacancy in President Position.** In the event of a vacancy in the office of President, the Vice-President shall serve as the Interim President of the Institute for the remainder of the outgoing President's two (2) year term. The appointment of the Vice-President to serve as Interim President for a period of time less than one (1) year shall not prevent the Vice-President from becoming President at the end of the outgoing President's two-year term.
- 2. Vacancy in Vice-President Position.** In the event of a vacancy in the office of Vice-President, the Secretary shall serve as the Interim Vice-President of the Institute for the remainder of the outgoing Vice-President's two (2) year term. The appointment of the

Secretary to serve as Interim Vice-President for a period of time less than one (1) year shall not prevent the Secretary from becoming Vice-President at the end of the outgoing Vice-President's two (2) year term.

3. **Vacancy in Secretary Position.** In the event of a vacancy in the office of Secretary, the Executive Committee shall immediately appoint the next qualified candidate with the next highest number of votes from the preceding election for Secretary to serve as the Interim Secretary for the remainder of the outgoing Secretary's two (2) year term. The appointment of a person to serve as Interim Secretary shall not prevent that person from succeeding to the position of Vice-President as outlined in Article V, Section 1 of the By-Laws. In the event that the outgoing Secretary was elected unopposed, candidates for an Interim Secretary shall be identified by the Nominating Committee and an election for the position of Interim Secretary, for the remainder of the outgoing Secretary's term from among these candidates shall take place at the next meeting of the Board of Directors.

ARTICLE VI

BOARDS AND COMMITTEES

SECTION 1. TECHNICAL ADVISORY BOARD.

1. The Institute's Board of Directors shall elect the Technical Advisory Board, which shall consist of no more than twelve (12) members. No member of the Institute shall have more than one (1) member on the Technical Advisory Board. Technical Advisory Board Members shall be elected for a six (6) year term, and may be reelected for one (1) consecutive six (6) year term, by the Board of Directors and shall be drawn from the Institute's membership. Additional election of the same person to the Technical Advisory Board by the Institute's Board of Directors beyond two (2) consecutive six (6) year terms is possible after a period of at least six (6) months break in the person's membership on the Technical Advisory Board. The Institute's Board of Directors shall also elect a Chair of the Technical Advisory Board for a three (3) year term from among the membership of the Technical Advisory Board. The Institute's Board of Directors may reelect the Chair of the Technical Advisory Board for one (1) consecutive three (3) year term. The Institute's Board of Directors can extend the Chair position beyond the six (6) consecutive year term based on a Board motion, by approval of a majority vote of the Board of Directors. Nominations for candidates for the Technical Advisory Board Members and Chair shall be provided to the Institute's Board of Directors for the consideration by

the Nominating Committee at least thirty (30) days prior to the Board of Directors meeting where such candidates will be presented for election by majority vote. The elections of the members and the Chair of the Technical Advisory Board shall be conducted by the Institute's Board of Directors in accordance with Article IV, Section 6 of these By-Laws. Service as Chair of the Technical Advisory Board may be in addition to the term limits established above for general membership on the Technical Advisory Board.

2. The Technical Advisory Board shall be responsible to: review and make recommendations to the Institute's Board of Directors on all technical and research activities of the Institute, including all publications and promotional material with technical content; and provide a continuous flow of current and pertinent information to the Professional Members of the Institute. The election shall be a simple majority of a quorum of voting members present at the in person or remote live ballot. An affirmative vote of not less than two-thirds ($\frac{2}{3}$) of the members of the Technical Advisory Board shall be required prior to action by the Institute's Board of Directors or Executive Committee approving release of the publications or other actions contemplated under this Article VI, Section 1.

SECTION 2. CERTIFICATION ADVISORY BOARD.

1. The Institute's Board of Directors shall elect the Certification Advisory Board, consisting of no more than twelve (12) members that shall include the chairs of the CRT-20 Unbonded Tendon Plant Certification, the chair of the CRT-30 Unbonded PT Personal Certification Ad Hoc Committee, the chair of the CRT-40 Multistrand & Grouted PT Personnel Certification Committee, the chair of the CRT-60 Unbonded PT Repair, Rehabilitation and Strengthening Personnel Certification Ad Hoc Committee, the chair of the CRT-70 PT System Qualification Testing and Certification Committee; the chair of the CRT-80 Unbonded PT Systems Qualification Testing and Certification Committee; three (3) representatives of Post-Tensioning Supplier Members; one (1) representative of Prestressing Steel Supplier Members; one (1) representative of Associate Members; and one (1) representative of Contractor Company Members. No member of the Institute shall have more than one (1) member on the Certification Advisory Board. If the company of any Chair of any of the above referenced CRT committees is already represented on the Certification Advisory Board, the Board of Directors shall elect another member of such CRT Committee to the Certification

Advisory Board as the representative of such CRT Committee. Certification Advisory Board members shall be elected for a six (6) year term, and may be reelected for one (1) consecutive six (6) year term by the Institute's Board of Directors. Additional election of the same person to the Certification Advisory Board by the Institute's Board of Directors beyond two (2) consecutive six (6) year terms is possible after a period of at least six (6) months break in membership on the Certification Advisory Board. The Institute's Board of Directors shall also elect a Chair of the Certification Advisory Board for a three (3) year term from among the membership of the Certification Advisory Board. The Institute's Board of Directors may reelect the Chair of the Certification Advisory Board for one (1) consecutive three (3) year term. The Institute's Board of Directors can extend the Chair position beyond the six (6) consecutive year term based on a Board motion, by approval of a majority vote of the Board of Directors. Nominations for the candidates for the Certification Advisory Board Members and Chair shall be provided to the Institute's Board of Directors for the consideration by the Nominating Committee at least thirty (30) days prior to the Board of Directors meeting where such candidates will be presented for election by majority vote. The elections of the members and the Chair of the Certification Advisory Board shall be conducted by the Institute's Board of Directors in accordance with Article IV, Section 6 of these By-Laws. Service as Chair of the Certification Advisory Board may be in addition to the term limits established above for general membership on the Certification Advisory Board.

2. The Certification Advisory Board shall be responsible to: initiate, develop, implement, and oversee the individual, plant, and product certification programs of the Institute; review and oversee the Institute's Quality Management System and annual internal quality audit of the Unbonded Tendon Plant Certification Program and report to the Institute's Board of Directors regarding the status of all the Institute's certification programs.

SECTION 3. ESTABLISHMENT OF COMMITTEES. The Institute's Board of Directors shall establish such committees as may be necessary to carry out the purpose and objectives of the Institute.

SECTION 4. COMMITTEE MISSION. All committees of the Institute shall operate under a stated mission approved by the Institute's Board of Directors.

SECTION 5. ELECTION OF COMMITTEE MEMBERS.

1. **Technical Committees.** The Technical Advisory Board shall elect the chair of a technical committee. At the recommendation of the Chair of the Technical Advisory Board, the Technical Advisory board shall elect members to any technical committees. Elections shall be made by either in person or via a remote live ballot which permits discussion of the nominated candidates. The election for each Member or Chair shall be a simple majority of a quorum of voting members present at the in person or remote live ballot.
2. **Certification Committees.** The Certification Advisory Board shall elect the chair of a certification committee. At the recommendation of the Chair of the Certification Advisory Board, the Certification Advisory Board shall elect members to any certification committees. Elections shall be made wither in person on via remote live ballot which permits discussion on the nominated candidates. The election for each member or Chair shall be a simple majority of a quorum of voting members present at the in person or remote live ballot.
3. **Other Committees.** The Institute's Board of Directors shall elect the chair of Board level committees not under the purview of either the Technical Advisory Board or the Certification Advisory Board. The committee chair shall individually approve and appoint members to Board level committees not under the purview of either the Technical Advisory Board or the Certification Advisory Board based on a completed written application for membership in such committee. With the exception of the Unbonded Tendon Plant Certification Committee, described in Article VI, Section 6 hereof, no person shall be appointed to committee membership if Post-Tensioning Supplier, Prestressing Steel Supplier, Associate, Contractor or Affiliate Membership is available to a PT Entity with which the person is affiliated if such PT Entity is not a member of the Institute.

SECTION 6. UNBONDED TENDON PLANT CERTIFICATION COMMITTEE.

1. **Membership.** Membership in the Unbonded Tendon Plant Certification Committee is open to any interested party, including, but not limited, to Post-Tensioning Member representatives; contractors; engineers; government officials; and users of post-tensioning. The Certification Advisory Board shall elect the members of the Unbonded Tendon Plant Certification Committee, consisting of no more than eleven (11) members selected from nominations received from interested stakeholders. The Unbonded Tendon Plant Certification Committee shall include a

minimum of three (3) representatives of Unbonded Tendon Fabricator Members, one (1) representative of a non PTI member Unbonded Tendon Fabricator Post-Tensioning Supplier; one (1) representative of Associate Members; one (1) representative of Prestressing Steel Supplier members; and a minimum of five (5) general interest or user representatives. Unbonded Tendon Plant Certification Committee members shall be elected for a three (3) year term, and may be reelected for one (1) consecutive three (3) year term, by the Certification Advisory Board. Additional election of the same member by the Certification Advisory Board beyond six (6) years are possible after a period of at least six (6) months break in membership on the Unbonded Tendon Plant Certification Committee. The Certification Advisory Board shall also elect a Chair of the Unbonded Tendon Plant Certification Committee for a three (3) year term from among the membership of the Unbonded Tendon Plant Certification Committee. The Certification Advisory Board may reelect the Chair of the Unbonded Tendon Plant Certification Committee for one (1) consecutive three (3) year term. The Institute's Certification Advisory Board can extend the Chair position beyond the six (6) consecutive year term based on a Board motion, by approval of a majority vote of the Certification Advisory Board. Candidates for Chair of the Unbonded Tendon Plant Certification Committee shall, at the time of their nomination, already served a period of at least three (3) years on the Unbonded Tendon Plant Certification Committee. Nominations for candidates for the Unbonded Tendon Plant Certification Membership will be forwarded to the Certification Advisory Board for consideration by institute staff after canvassing for interested candidates. The Certification Advisory Board shall select a suitable candidate or candidates for election to the Chair position of the Unbonded Tendon Plant Certification Committee from among the existing membership of the Unbonded Tendon Plant Certification Committee. Elections for both the membership and Chair positions of the Unbonded Tendon Plant Certification Committee shall be made either in person or via a remote live ballot of the Certification Advisory Board which permits discussion of the nominated candidates. The election for each member and the Chair of the Unbonded Tendon Plant Certification Committee shall be by a simple majority of a quorum of voting members present at the in person or remote live ballot. Service as Chair of the Unbonded Tendon Plant Certification Committee may be in addition to the term limits established above for general membership on the Unbonded Tendon Plant Certification Committee.

2. Impartiality. The Unbonded Tendon Plant Certification Committee shall operate in a manner that ensures the impartiality of the Unbonded Tendon Plant Certification program. The policies and procedures under which the Unbonded Tendon Plant Certification Committee operates shall be non-discriminatory and shall enable the participation of all parties significantly concerned in the development of policies and procedures regarding content and functioning of the certification program.

The Institute's Board of Directors shall ensure the impartiality of the Unbonded Tendon Plant Certification committee and/or program. Any decisions by the Institute's Board of Directors that may adversely affect the impartiality of the Unbonded Tendon Plant Certification committee and/or program, including mergers, acquisitions, and change in services shall be reported to the Unbonded Tendon Plant Certification Committee and the Certification Advisory Board for assessment.

3. Responsibilities. The Unbonded Tendon Plant Certification Committee shall be responsible to: formulate policies and procedures for the Unbonded Tendon Plant Certification Program; establish the technical basis for certification; and oversee testing, inspection, evaluation, and certification of plants.

SECTION 7. PUBLICATIONS. The Institute's Board of Directors shall have responsibility to approve all publications and promotional materials recommended by any Board and/or Committee prior to release.

SECTION 8. PTI MEMBERSHIP DIRECTORY. A membership directory of the Institute shall be published annually. Each Member of the Institute shall be listed with the full and legal name and address of its principal office, and, where applicable, its division and/or branch offices. Listings of division/branch offices shall be limited to locations where the Member of the Institute maintains an established office under its legal name and employs at such location no less than one (1) salaried employee who is engaged full-time in the promotion of post-tensioning construction and sale of post-tensioning materials. At the Member's option, additional affiliates, agents, or distributors may be listed.

ARTICLE VII

DUES AND ASSESSMENTS

SECTION 1. DUES AND ASSESSMENTS. The expenses of the Institute shall be distributed among the Members of the Institute in the form of dues and/or assessments established upon such equitable basis as shall from time to time be adopted by the Institute's Board of Directors. Assessments may be levied only against Post-Tensioning

Supplier Members, Prestressing Steel Supplier Members, and Associate Members. Dues shall be paid based on an anniversary cycle of a member's membership year beginning in the month following the members initial application for membership in the Institute.

SECTION 2. TONNAGE ASSESSMENTS. Tonnage assessments shall be based and payable on total North American shipments of post-tensioning materials, including coated unfabricated strand, by Post-Tensioning Supplier Members, and by all plants certified under the PTI Unbonded Tendon Plant Certification Program. Tonnage assessments for all plants participating in the PTI Unbonded Tendon Plant Certification Program shall be calculated in accordance with the formula set forth in the Manual for Certification of Plants Producing Unbonded Single Strand Tendons (PTI CRT20 G1). When one or more Post-Tensioning Supplier Member(s) is wholly or majority owned by the same parent entity, the total shipments of post-tensioning materials of both or all companies so owned shall be utilized in calculating tonnage assessments for each such entity.

SECTION 3. CALCULATION OF ASSESSMENTS. Payment of Tonnage assessment is only required once on all shipments of post-tensioning materials. For coated unfabricated strand shipped between Members of the Institute, the Member fabricating the completed post tensioning assembly shall report the tonnage and shall be responsible for payment of the tonnage assessment. The Tonnage assessments for tonnage shipped outside the United States but within the North American Continent shall be fifty percent (50%) of the United States tonnage assessment rate calculated in U.S. dollars. This provision is applicable to all individual companies, including those located outside of the United States, or to calculation of consolidated tonnage assessments for separate companies wholly or majority owned by the same parent company.

SECTION 4. PAYMENT OF DUES AND ASSESSMENTS.

1. Payment of dues and assessments is expected within sixty (60) days of the invoice date. The Executive Director of the Institute shall advise the Institute's Executive Committee of the name of any member not paying an invoice within this time period. The Executive Director of the Institute shall write to any member not paying an invoice within sixty (60) days requesting that the past due invoice(s) be paid in full in not more than thirty (30) days from the original past due date. Any Member of the Institute that does not pay an invoice within ninety (90) days of the invoice date shall be advised by the Executive Director of the Institute that their membership in the Institute has been terminated.

2. If a Member of the Institute fails to submit an annual or quarterly statement of tonnage within thirty (30) days after the close of the prior calendar year or quarter, the Executive Director of the Institute shall invoice the Member at the rate of one hundred fifty percent (150%) of the last reported statement of tonnage. Such payments based on prior reported statement of tonnage will be adjusted to the Member's account after a new statement of tonnage is submitted. In the event that the statement of tonnage is not submitted within ninety (90) days after the close of the prior calendar year or quarter, the Executive Director of the Institute shall advise the Member that their membership in the Institute has been terminated.

ARTICLE VIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Institute shall purchase Directors' and Officers' Liability Insurance for the Directors and Officers of the Institute. Except as set forth herein, and to the fullest extent permitted by law, the Institute shall indemnify all prior and current Directors, Officers and Past Presidents against all claims and liabilities, including reasonable attorneys' fees, arising out of such person's service as a Director and/or Officer of the institute. This indemnity shall be limited to the extent the claim or liability is covered and paid by Directors' and Officers' Liability Insurance purchased by the Institute. This indemnity shall not include or cover claims or liabilities arising out of: (i) breach of the Director's and/or Officer's fiduciary duty or duty of loyalty to the Institute or its Members; (ii) acts or omissions of the Director's and/or Officer's not in good faith or which involve intentional misconduct; (iii) a of the Director's and/or Officer's knowing violation of law; or (iv) any transaction from which the Director or Officer derived an improper personal benefit.

ARTICLE IX

AMENDMENTS

Amendments to these By-Laws may be proposed at any time by any member of the Institute's Board of Directors. Notice of each proposed amendment shall be sent by the Executive Director in writing to each Director at least fifteen (15) days in advance of the Institute's Board of Directors' meeting at which time the amendment is to be voted upon. An amendment to be adopted must receive at least a three-fourths (¾) vote of the Directors present and voting at the meeting of the Institute's Board of Directors.