AGREEMENT

PTI Field Certification Program Presentation Services

This Work for Hire Agreement (this "Agreement") is made effective as of January 1, 2020, by and between the Post-Tensioning Institute (PTI), 38800 Country Club Drive, Farmington Hills, MI 48331 and ___________________________ (CONTRACTOR).

1. TERM

This agreement is in force starting January 1, 2020 and will expire on December 31, 2021. During this term, PTI may, at its own discretion and based on CONTRACTOR availability, assign CONTRACTOR to specific scheduled or special request workshops of the CONTRACTOR’s qualification as set forth in the PTI Certification Workshop Instructor Qualification Policy.

2. DESCRIPTION OF SERVICES

The CONTRACTOR shall provide the services (collectively, the "Services") as set forth in this Agreement. Services shall include:

A. As a PTI independent contractor, representing PTI, act in such manner to ensure workshop confidentiality, impartiality, and non-preferential and objective presentation of all systems, and do not act as a representative of yourself or other organizations and interests.
B. Get acquainted and familiar with the workshop content and other pertinent products, practices, and documents.
C. Coordinate with PTI staff as necessary.
D. Travel to agreed and assigned scheduled or special request workshop locations to be present and ready prior to workshop start times. Return travel must not interfere with the workshop duration and/or covering all subjects.
E. Locate and receive PTI workshop supplies and materials.
F. Coordinate with on-site facility personnel regarding accurate counts, meals, breaks, equipment, and meeting room, including meeting room setup.
G. Present PTI workshop information and materials in a competent and professional manner.
H. Proctor the certification exams.
I. Re-pack and arrange return of PTI workshop materials and exams (CONTRACTOR is responsible for getting exams to PTI to receive payment; pictures, photocopies, or scanning of exams is required as backup).
J. Assist in the development and improvement of workshop materials and content by proposing alterations as appropriate in writing.

3. PAYMENT FOR SERVICES (All Workshop Types)

PTI will pay compensation to CONTRACTOR for the Services under Item 2 based on the fee schedule as set forth below or as otherwise agreed to by the parties from time to time. For all fees and reimbursable expenses, the CONTRACTOR shall submit an invoice or expense report form provided by PTI detailing the fees and related reimbursable expenses within 60 days of workshop. Invoices shall be payable by PTI within 30 days of receipt. Fees are per workshop presented.

Level 1&2 Slab-on-Ground Installer & Inspector (Two Days): $2000, one instructor
Level 1 Unbonded PT Installation (Two Days): $2000, one instructor
Level 1&2 Unbonded PT Installer & Inspector (Three Days): $2800, one; $1600, two instructor(s)
Level 1&3 Unbonded PT Repair (Two Days): $2000, one; $1600, two instructor(s)
Level 1&2 Multistrand & Grouted PT Specialist (Three Days): $3000, one; $1800, two; $1300, three instructor(s)
Level 1&2 Multistrand & Grouted PT Inspector (One Day after the 3-day class): $700, one; $500, two instructor(s)
Level 1&2 Multistrand & Grouted PT Inspector (One Day stand-alone): $1500, one; $1250, two instructor(s)

Reasonable Travel Expenses are not to exceed $1300.00 per workshop without prior approval.

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4. TERMINATION
This Agreement may be terminated by either party upon 30 days written notice to the other.

5. WORK PRODUCT OWNERSHIP
Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") used or developed in whole or in part by CONTRACTOR in connection with the Services shall be the exclusive property of the Post-Tensioning Institute (PTI). Upon request, CONTRACTOR shall sign all documents necessary to confirm or perfect the exclusive ownership of PTI to the Work Product.

6. CONFLICT OF INTEREST AND NON-COMPETITION.
CONTRACTOR shall not engage in competitive or conflicting training or certification programs, nor utilize any Work Product belonging to PTI for other purposes.

After expiration or termination of this Agreement, CONTRACTOR agrees not to compete with PTI in providing trade association services, plant or field personnel certification programs or other services outlined in this Agreement or attachments thereto for a period of three (3) years.

7. NON-ASSIGNABILITY / CHANGE IN PERSONNEL
This Agreement and the related services may not be assigned to another party without the express written consent of PTI.

8. CONFIDENTIALITY
CONTRACTOR shall not at any time or in any manner, either directly or indirectly, use for the personal benefit of CONTRACTOR, or divulge, disclose, or communicate in any manner any information that is proprietary to PTI. CONTRACTOR shall protect such information and treat it as strictly confidential. All records, communications and committee deliberations shall also be considered strictly confidential and shall not be released to anyone without the express written approval of PTI. Upon termination of this Agreement, CONTRACTOR shall return to PTI all records, notes, documentation and other items that were used, created, or controlled by CONTRACTOR during the term of this Agreement. The CONTRACTOR agrees to permanently destroy any and all electronic copies of Work Product, Power Point presentations, and other documentation from any electronic media accessible to the CONTRACTOR.

This provision shall continue to be effective after the termination of this Agreement.

9. NONDISCLOSURE
(a) At all times while this Agreement is in force and after its expiration or termination, CONTRACTOR agrees to refrain from disclosing confidential information, information learned of during his term as CONTRACTOR, PTI Member data and other information, trade secrets, or other confidential material of PTI or its members. CONTRACTOR agrees to take reasonable security measures to prevent accidental disclosure.

(b) While this Agreement is in force, the CONTRACTOR agrees to use its best efforts to perform the Services and to abide by the requirements of this Agreement.

10. WORK-FOR-HIRE
This Agreement is considered “Work-for-Hire” and as such, all products resulting from this Agreement shall be assigned as the property of PTI and may not be used or distributed for any other purpose without the prior written approval of PTI.

11. INDEPENDENT CONTRACTOR
The CONTRACTOR shall be considered an Independent Contractor for all purposes and at no time shall be an agent, employee or affiliate of PTI.
12. ENTIRE AGREEMENT
This Agreement comprises the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

13. SEVERABILITY
If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. APPLICABLE LAW
This Agreement shall be governed by the laws of the State of Illinois.

15. SIGNATURES
Post-Tensioning Institute

By:

__________________________________        Date:    ____________________________________

_______________________________ By: ______________________________

Tony Johnson, P.E.
Executive Director
PTI CERTIFICATION WORKSHOPS
HEALTH DECLARATION DURING ACTIVE PANDEMIC

PTI Certification Workshops resume when travel and stay-at-home governmental restrictions are lifted, in order to provide the construction industry with workforce training needed for safe and durable installation and effective inspection of post-tensioning systems.

However, as the social distancing continues to be an effective way in protecting all attendees and PTI instructors, all workshop participants must read, understand, and sign the following declaration:

Declaration by PTI Certification Workshop participants:

Full Name (please print): ____________________________________________________________

Affiliation / Company: ______________________________________________________________

Health Questions:

1. Do you feel sick, have a cough, chills, shortness of breath, unusual fatigue, sore throat, noticed that you have no sensation of taste or smell, or feel bad right now?
   
   Yes: _______ (state Yes)  
   No: _______ (state No)

2. Have you been around anyone in the past 14 days who has the COVID-19?
   
   Yes: _______ (state Yes)  
   No: _______ (state No)

3. What was your temperature this morning? If it is 100.4°F/38°C or higher, do not come in.
   
   My temperature this morning: ____________ (state temperature)

I declare that all answers are correct and to the best of my knowledge and understand that if any of these questions are answered with Yes or my temperature exceeds the stated limit, I will not be permitted to attend the certification workshop, with the option to attend a PTI scheduled workshop of the same type in the same calendar year, with no additional charge.

Agreed by: ______________________________________ (Print Name, Signature, Date)
PTI CERTIFICATION WORKSHOPS
RELEASE OF LIABILITY DURING ACTIVE PANDEMIC

By taking part in and as a condition to ____________________________ ’s ("Participant’s”) active training and participation in Post-Tensioning Institute’s Certification Workshop titled ______________________________________ at ___________________________
("Certification Workshop, Location"), he/she agrees that the said training workshop may involve exposure to the COVID-19 although all reasonable precautions will be taken as outlined in the PTI Social Distancing Guidelines and Health Declaration for Certification Workshops, Participant hereby acknowledges and agrees as follows:

1) Participant, Special Request Workshop Client, and anyone claiming on behalf of Participant releases and forever discharges the Post-Tensioning Institute, its instructors and training staff, it’s Officers, Directors and contractor’s, partners, agents (collectively, the “Released Parties”), in their individual and/or corporate capacities from any and all loss arising out of the death or any injury or sickness incurred by Participant during or as a result of any activity in regard to the Workshop, including any claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Participant has or ever had or may in the future have against any or all of the Released Parties arising out of or relating to the injuries (physical or psychological) sustained by Releasor on ___________________________ [date of Workshop] (“Claims”).

2) In exchange for the release of Claims, the Participant agrees that its registration and/or participation in the Certification Workshop constitutes payment as full and complete settlement and satisfaction of any present and prospective claims.

3) This Release shall not be in any way construed as an admission by the Released Parties that they have acted wrongfully with respect to Participant or any other person, that it admits liability or responsibility at any time for any purpose, or that Participant has any rights whatsoever against the Released Parties.

4) This Release shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Participant has the authority to release the Claims and has not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Illinois.

5) Both parties represent they fully understand their right to review all aspects of this Release with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provisions of this Release and that they are freely, knowingly and voluntarily entering into this Release hereby agrees and acknowledge that he/she waives any and all rights he/she has arising out of the Certification Workshop.

Agreed by: _____________________________________________________ (Print Name, Signature)

Date: __________________________
PTI CERTIFICATION WORKSHOPS
SOCIAL DISTANCING GUIDELINES DURING ACTIVE PANDEMIC

PTI Certification Workshops resume when travel and stay-at-home governmental restrictions are lifted, to provide the construction industry with workforce training needed for safe and durable installation and effective inspection of post-tensioning systems. However, as the social distancing continues to be an effective way in protecting all attendees and PTI instructors, the following guidelines need to be implemented.

Special Request Workshop Client acknowledges that PTI Instructor may end workshop (without refund) and leave if the Pandemic Documents are either not executed and given to the instructor or violated (ignoring social distancing, etc.).

PTI guidelines for workshop venues provided by clients (special request) or PTI (scheduled):

- First row of tables must be at least 15 ft away from the projection screen or TV monitor.
- Attendees must be seated no closer than 6 ft apart: one person per 6 ft table.
- Spaces between rows must be at a distance ensuring attendees are at least 6 ft behind each other.
- Boxed lunches need to be provided instead of any type of buffet, preventing attendees’ self-service.
- Attendees will have to queue at least 6 ft apart to get their lunches.

PTI measures during workshops in addition to the above venue setup:

- Every day, at check-in, all present must wear a mask, maintain 6 ft distance from others, and present all three Pandemic Documents signed and dated (Social Distancing, Health Declaration, Release of Liability).
- Every day, at check-in, attendees’ picture I.D. and temperature will be checked; you will not be allowed in if your temperature is more than 100.4°F/38°C.
- Attendees are responsible for their own PPE (mask, gloves, etc.) and are encouraged to use it, as necessary.
- All classroom materials will be distributed ahead of people arriving by instructor wearing gloves.
- There will be no display materials people would be able to touch or circulate; instead, more pictures will be integrated in the workshop presentations.
- The instructor will include more frequent and longer breaks in the morning and in the afternoon to accommodate more distributed use of facilities without crowding.
- Questions during class are encouraged, however, they will have to be asked from the attendees’ seats.
- Exam materials will be distributed by instructor wearing gloves during a break before the exam while all attendees will have to vacate the room.
- Attendees will leave exam booklets and forms on their desk when finished and leave the room. Detailed instructions will be displayed before and during the exam to ensure attendees fill out all forms completely.
- Special provisions will be arranged for individual workshops that include field demonstrations.

Agreed by: ________________________________ (Print Name, Signature, Date)
April 14, 2020

To whom it may concern

Re: CERTIFICATE of COMPLETION, PTI Webinar for Multistrand & Grouted Post-Tensioning Installation

To the Owners, Engineers, Specifiers,

The Post-Tensioning Institute is requesting the acceptance of the attached sample CERTIFICATE of COMPLETION, PTI Webinar for Multistrand & Grouted Post-Tensioning Installation for the following work activities in absence of a current certification as required in the Project Specifications and / or in PTI/ASBI M50.3 Specification for Multistrand & Grouted Post-Tensioning, for an interim period, until the full training and certification programs can resume.

Work activities covered by the webinar: Multistrand and grouted tendon assembly; bonded and unbonded tendons; tendon protection levels; material properties and testing; prestress losses; tendon installation including layout, placing sequence, support system, installation tolerances, and typical problem areas; installation drawings and specification requirements; stressing preparation, equipment, calibration, sequence, procedures, elongation marking, measurement, and approval; safety considerations including safe and danger zones, tendon forces, necessary precautions, etc.; tendon tail cutting, grouting including grout testing, grout plan, and injection procedures; grout cap installation, timing, and pour-back finishing.

In light of the COVID-19 pandemic and in an effort to protect all workshop attendees and training personnel, and with consideration of the government-imposed restrictions on people assembly and travel, PTI offers this interim solution to allow for the safe, durable, and uninterrupted work on construction projects with post-tensioning.

Please do not hesitate to contact us if you have any questions or concerns.

Sincerely,

Miroslav F. VEJVODA, MBA, P.E.
Managing Director
Engineering & Professional Development

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