REQUEST FOR PROPOSALS

PCI Online Academy
Class Development: Lateral Loads 2
June 5, 2017

Project:

This project has been designated by the PCI Online Academy Advisory Board. In 2015, PCI launched the PCI Online Academy, a continuing education series for engineering professionals and students. The Academy has been designed to offer continuing education class that consist of weekly, 90-minute modules taught over a period of three to six weeks on a topic of interest to the precast/prestressed concrete industry. Academy class are targeted to engineers and architects with different backgrounds (producers, structural, architectural, etc.) and other precast/prestressed concrete professionals.

The Lateral Loads 2 class is the second of a two-part curriculum. Lateral Loads 1 is a class focused on Wind Loading on the structures lateral force resisting system, Wind loading on components and cladding in addition to seismic design loads up to Seismic Design Category B. Lateral Loads 2 is a class focused on Seismic Design Category C, D, E, and F including Diaphragm design following ASCE 7-16 Criteria. The two sections, Lateral Loads 1 and Lateral Loads 2 will be developed at different times however, the outlines, Addendum A, Lateral Loads 1 and Addendum B Lateral Loads 2 are included in this RFP to ensure compatibility between sessions and to limit content overlap. It is envisioned the selected developer and presenter for Lateral Loads 2 may or may not be the same as selected for Lateral Loads 1 and as such, the Online Academy will strictly adhere to the contents of each outline for completeness of the final delivered curriculum. The class depth for Lateral Loads 2 shall be compatible with only the outline for Lateral Loads 2.

The schedule shown below is high-level presentation of the selection, development, review and first class process for Lateral Loads 1 and 2.

The structure that should be use to evaluate various iterations of Wind and Seismic loading as well as specific combination of lateral force resisting system elements will be a fictitious Elevated 3 Level structure, 190’-0” by 122’-0”. Drawings of this structure, Addendum C, are enclosed in this RFP.
Proposer Qualifications:

The proposing individual or firm shall have experience in precast/prestressed concrete design and production and demonstrate an understanding of professional learning principles.

Eligibility:

PCI is seeking leading professors and licensed industry engineers in precast/prestressed concrete design with significant experience teaching precast/prestressed concrete topics for proposal submissions. PCI Online Academy Advisory Board members and PCI Educational Activities Council members may submit a proposal for development of an academy program but must excuse themselves from the selection process.

Proposal Requirements:

The Proposal shall include a class description and an outline of the proposed curriculum. The learning objectives of each module should be clearly stated. Program content must be technical in nature and useful to those designing and/or manufacturing precast/prestressed concrete structures or who intend to do so in the near future. (i.e. licensed engineers, EITs, professors, graduate and undergraduate students)

It is expected that the class will be broken into six (6) sessions and will be offered for the first time in the spring of 2019. Each session should be composed of weekly teaching modules of 90-minutes (a minimum of 75 minutes of teaching content is required; the remaining 15 minutes can be reserved as a question & answer period). Each module must include a PowerPoint presentation, design examples, class exercises, audience polls and a 10-question (minimum) assessment/quiz.

The Principal Author will be the instructor of the first class, which should be included within this proposal. The author will work with PCI to find suitable dates in the spring of 2019 to instruct the class. The proposal must include the following:

- Title of class
- Class description
- Intended audience and level of education or experience
- Module breakdown, including justification for number of modules required (i.e. learning objectives for each module)
- Budget for content development, presentation of the coarse and anticipated class expenses
- Overview of presenter’s teaching experience and qualifications
- Tentative syllabus and statement of class goals
- A detailed schedule showing the development / review / and approval process for each module to be used as a management tool for the class development.
Proposals shall be submitted no later than July 31, 2018, 11:59 pm. The submittal shall be electronic in .pdf format. Submit to:

Alex Morales  
Managing Director, Education & Information  
Precast/Prestressed Concrete Institute  
200 W Adams Street  
Chicago, IL 60606  
amorales@pci.org

Criteria for Selection:

A peer-review process will evaluate proposals for teaching innovation, class content and for the ability to strengthen PCI Online Academy curriculum.

Other criteria include:

- Feasibility of proposed timeline
- Feasibility of incorporating the materials into 90-minute modules
- Emphasize code updates/changes as documented in the PCI Design Handbook 8th Edition
- Modules should include appropriate references to PCI Design materials: PCI Connection Manual 138-08, Hollow Core Manual 126-15 and Tolerance Manual 135-00
- Modules should include appropriate references to sections of ACI 318-14, IBC 2015, and ASCE 7-16 with emphasis placed on where PCI may differ from ACI.
- Focus on the use us of ACI 550.1R-09 for Emulative Design and ACI 550.2R-13 for Welded Connection Design is critical.

Each module should include:
- A PowerPoint presentation file
- A three-to-five sentence module description and four learning objectives
- Interactive examples and audience polls throughout each module
- Evaluation methods for assessing outcome and impact
- 10-question (minimum) assessment/quiz

Proposal Review:

Proposals received by the stated deadline will be reviewed by the PCI Online Academy Advisory Board. This group will make a recommendation to the PCI Educational Activities Council for final selection. It is anticipated that the final selection will be made between 30 and 60 days from submission depending on the number and quality of applications. PCI reserves the right to declare the competition void if the proposals received do not satisfy the stated needs of PCI.

TIME TO COMPLETE: 9 months (including preparation and review of final report).

The time to complete should be limited when feasible. If the scope of work dictates a project duration that exceeds 6 months, the proposer may consider submitting a multi-phased project.
Reports:

The Principal Author will be required to prepare and distribute the following reports:

**Progress Reports:**

Awarded projects must report periodically to ensure progression towards completion. Progress report due dates will be established at the time the project is awarded. Progress reports should include draft copies of presentation files and other assets developed for the program. One (1) copy prepared and e-mailed to PCI will be forwarded to the PCI Online Academy Advisory Board and the Technical Activity Council for review.

Below is a sample schedule showing the details of content development, submission to PCI for review and release, along with a final consolidated review by PCI and release for presentation.

<table>
<thead>
<tr>
<th>Sample Class Development Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Class Title</strong></td>
</tr>
<tr>
<td><strong>Session 1</strong></td>
</tr>
<tr>
<td>Development</td>
</tr>
<tr>
<td>Submission for Review</td>
</tr>
<tr>
<td>Finalize Content</td>
</tr>
<tr>
<td><strong>Session 2</strong></td>
</tr>
<tr>
<td>Development</td>
</tr>
<tr>
<td>Submission for Review</td>
</tr>
<tr>
<td>Finalize Content</td>
</tr>
<tr>
<td><strong>Session 3</strong></td>
</tr>
<tr>
<td>Development</td>
</tr>
<tr>
<td>Submission for Review</td>
</tr>
<tr>
<td>Finalize Content</td>
</tr>
<tr>
<td>***</td>
</tr>
<tr>
<td>Final Session Content Submission</td>
</tr>
<tr>
<td>Review</td>
</tr>
<tr>
<td>Final Edits</td>
</tr>
<tr>
<td>Released for Class Presentation</td>
</tr>
</tbody>
</table>

**Final Deliverables:**

A sixty (60) day review period must be included in the Project Schedule for review of final class content and final assets.

**Delivery of final assets to PCI:**

The Principal Author will be required to complete all PCI Technical Activity Council and Advisory Board edits within thirty (30) days of receipt and shall submit the final class materials (PowerPoint presentations, audience polls, assessments, etc.) to the PCI Online Academy Advisory Board on time.

**Funding:**
Primary funding will be provided through education funds of the Precast/Prestressed Concrete Institute, an Illinois not-for-profit corporation.

Funds may be used for class development, instructor salary and direct class expenses. Other expenses will be considered.

**Indirect Cost:**

*The maximum indirect costs to be paid by PCI in contract with universities shall be 15%.*

**Copyright and Ownership:**

PCI shall own all rights, including copyrights, in the materials produced. PCI shall receive all rights, including copyrights, to the materials produced, together with any and fees. PCI retains the right to use developed class materials including but not limited to session recordings without further compensation to the developer.

**Contract:**

A sample contract is attached as Addendum D.
Addendum A
Addendum A - PCI Online Academy Lateral Loads 1

This is a two course series with the first series focusing on Wind, Low Level Seismic Forces and associated connection design and the second focusing on High Seismic Forces, Diaphragm Analysis based on ASCE 7-16, and associated connection design to meet the LFRS demands and code provisions for ductility and deformability.

Lateral Load Level 1 Overview

This initial course work covers Wind loading and Seismic Loading up to SDC B. Students will learn how to calculate Winds Loads and Seismic Loads on structures as well as the distribution of these forces to the Lateral Force Resisting System. The series offers a review of Lateral Force Resisting System (LFRS) Components and their interrelationship to the Building Code and standards with respect to Response Modification Factors, Over Strength Factors, and Deflection Amplification Factors. In addition, a review of lateral forces collection and distribution is presented to highlight the difference in the component level loading demand compared to the LFRS demand. A review of the diaphragm flexibility is discussed to develop knowledge of load distribution based on LFRS stiffness verse tributary area. All of the lateral forces that a structure goes through and the associated free body diagrams of the systems are reviewed. Lastly, connections including Shear Wall to Shear Wall, Shear Wall to LFRS, Cord Connectors, Collector Elements, Over Turning Hold Down Connection, Moment Frame Connections, Product Detailing for Ductility and all the necessary load combinations, Boundary Element checks for Shear Walls.

Level 1 - Lateral Load Outline - Wind and Seismic up to SDC B

1. General Overview and Introduction
   a. Building Codes (transition of 3 model codes into 1)
   b. Standards
2. LFRS Wind Load Development
   a. LFRS vs Component Level Loading
   b. Open and Closed structures
   c. 3-Sec Gust Tables
   d. Exposure Categories
3. LFRS Seismic Load Development – SDC A, B
   a. LFRS vs Component Level Loading
   b. Irregularities Discussion – Vertical, Torsion, Plan
   c. Lateral Element Discontinuities
   d. Accidental Torsion
   e. Building Period
   f. Ground Motion
   g. Second Order Effects
4. General LFRS Building Component Review and Corresponding Building Code Parameters
   a. Welded connections for non-emulative design
   b. Emulative Design Practices Shear walls and Frames
   c. Discrete Component Practices Shear Walls and Frames
   d. Cantilever columns (wind controlled structures)
   e. LFRS – Walls, R-Value, Ω-Value, C_d
f. LFRS – Frames, R-Value, Ω-Value, C_d

5. Lateral Force Distribution
   a. Flexible Diaphragm Behavior
   b. Rigid Diaphragm Behavior

6. Analysis and Distribution of Wind Load

7. Analysis and Distribution of Seismic Load
   a. SDC A building
   b. SDC B building

8. Compare and Contrast differences in Wind and Seismic as well as larger System Changes in R-
   Values and Over Strength Factors.

9. Detailing Requirements for LFRS Components, Wind and Seismic to SDC B
   a. Columns
   b. Beams
   c. Shear Walls
   d. Non-shear walls

10. Connection Types and Failure modes Local Level, Wind and Seismic to SDC B
    a. Connection Component Design (Anchorage To Concrete, Welding, Rebar, Deformed Bar
       Anchors)
    b. Shear – Plate to Plate, Shear Friction, Proprietary Components
    c. Tension – Plate to Plate, Grouted Systems, Splice Systems, and Mechanical Couplers.
    d. Moment / Shear Connections – Welded, Grouted

11. Diaphragm Connection Requirements of ASCE 7-16, Seismic SDC A, B and Wind

12. Design Examples using FBD’s from Lateral Load Level 1 and Lateral Load Level 2 to create the
    force demand and create connection solutions using the methods described above
Addendum B - PCI Online Academy Lateral Loads 2

This is a two course series with the first series focusing on Wind, Low Level Seismic Forces and associated connection design and the second focusing on High Seismic Forces, Diaphragm Analysis based on ASCE 7-16, and associated connection design to meet the LFRS demands and code provisions for ductility and deformability.

Lateral Load Level 2 Overview

This secondary course covers Seismic Loading up to SDC F as well as the Diaphragm Design Requirements outlined in ASCE 7-16. It is expected that the student has completed Lateral Load Level 1 prior to this class. The class will further review the code requirements for the resistance of force and the detailing requirements for the intended ductility of higher seismic design forces. Impacts of these requirements will be reviewed at for Shear Walls and Moment Resisting Frames as well as Connection Requirements. Diaphragm Force determination following ASCE 7-16 will be presented along with simplifying assumptions for diaphragm behavior and the required force transfer within the Diaphragm. Lateral forces that a structure goes through and the associated free body diagrams of the systems are reviewed. Lastly, connections including Shear Wall to Shear Wall, Shear Wall to LFRS, Cord Connectors, Collector Elements, Over Turning Hold Down Connection, Moment Frame Connections, Product Detailing for Ductility and all the necessary load combinations, Ductility Requirements and Recommendations in High Seismic Regions, Boundary Element requirements for Shear Walls.

Level 2 - Lateral Load Outline – Seismic Forces and Diaphragm Design up to SDC F

1. General Overview and Introduction
   a. Building Codes
   b. Standards
2. LFRS Seismic Load Development – SDC C, D, E, F
   a. Cords
   b. Collectors
   c. Over Strength Factors
3. Diaphragm Design ASCE 7-16
4. Analysis and Distribution of High Seismic Loads on LFRS Made of Shear Walls
5. Analysis and Distribution of High Seismic Loads on LFRS Made of a Moment Resisting Frame
6. Analysis and Distribution of High Seismic Loads on Diaphragms
7. Code required connection modifications, Anchorage to Concrete, Ordinary to intermediate precast Shear walls, Welds, Over-Strength, and Connection Ductility.
8. Detailing Requirements for LFRS Components (I think we need to break this up for the different system or R values and SDC
   a. Columns
   b. Beams
   c. Shear Walls
9. Connection Types and Failure modes Local Level
   a. Connection Component Design (Anchorage To Concrete, Welding, Rebar, Deformed Bar Anchors)
   b. Shear – Plate to Plate, Shear Friction, Proprietary Components
c. Tension – Plate to Plate, Grouted Systems, Splice Systems, and Mechanical Couplers.
d. Moment / Shear Connections – Welded, Grouted

10. Diaphragm Connection Requirements of ASCE 7-16
11. Localized requirements for High Seismic Regions
   a. Ductility (Common Concrete International paper by Englekirk)
12. Design Examples using FBD’s from Lateral Load Level 1 and Lateral Load Level 2 to create the force demand and create connection solutions using the methods described above.
Addendum C

Example Drawings Attached as a Separate File
Addendum D
Addendum D – Sample Contract

EDUCATIONAL COURSE DEVELOPMENT AND PRESENTATION AGREEMENT

This EDUCATIONAL COURSE DEVELOPMENT AGREEMENT (“the Agreement”) is made and entered into effective this [date] day of [Month and Year], by and between [Entity] (“Contractor”), and the Precast/Prestressed Concrete Institute, an Illinois not-for-profit corporation with offices located at 200 West Adams Street, Suite 2100, Chicago, IL 60606 (“PCI”).

WHEREAS, PCI and Contractor desire to develop and implement a course covering advanced topics in precast/prestressed concrete design for inclusion into the portfolio of courses covered through the PCI Online Academy as more fully outlined in the Scope of Work, which is attached to this Agreement and incorporated herein as Exhibit A.

WHEREAS, Contractor desires to develop the Course Materials; and

WHEREAS, PCI desires to obtain the foregoing products, as more fully described herein, from Contractor upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. PROJECT TEAM

a. The course will be primarily developed by [NAME].

b. A graduate student will assist [NAME] with different aspects during development of the material such as design calculations, graphical content, and transfer of calculations into PowerPoint slide presentations.

c. [NAME] will serve as a consultant to the project and will review the modules, particularly design calculations, prior to submittal to PCI for review by the project advisory panel and the Technical Advisory Council (TAC).

II. IDENTIFICATION OF THE WORKS

Contractor shall prepare for publication the Course Materials for the Course in accordance with the schedule set forth below. The Course Materials, and all other materials prepared by Contractor for the benefit of PCI hereunder, are sometimes collectively referred to herein as “the Works.”
II. RIGHTS GRANTED TO PCI

Contractor hereby grants, transfers and assigns to PCI all right, title and interest in and to the Works (inclusive of any portion thereof that is created by another party or subcontractor) including without limitation the exclusive right or license during the full term of copyright and all renewals thereof, to print, publish, sell, lease, license, use, reproduce, translate, adapt, distribute, perform, display and deliver the Works worldwide, in all languages and in all forms, including but not limited to book, DVD, electronic transmission and electronic and mechanical reproduction or transcription form, together with such other rights in the Works and any updates to the Works, including the right to exploit the Works by any present or future methods or means or by any means now known or hereafter known. When any portion of the work is completed by another party or subcontractor, Contractor shall ensure that all right, title, and interest will also be granted, transferred and assigned to PCI. PCI may revise and/or rename any of the Works at any time at its sole discretion.

Contractor hereby grants to PCI the right to use his name and likeness and warrants that he has obtained approval of the individuals who assisted in the preparation of the Works for use of their names and likenesses in and in connection with the marketing and promotion of the Works and in the presentation of the Works through marketing and delivery of the Course and otherwise. PCI agrees to acknowledge the contribution of Contractor and, if requested, those assisting Contractor in the Course Materials.

III. BUDGET AND COMPENSATION

The proposed budget includes costs for course development, quiz and poll development, and presentation of the Course in the fall 2017 semester. The Course will be presented in six weekly 90-minute sessions. The start and finishing dates of the Course presentation will be determined in consultation with the PCI Academy Board.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary PI</td>
<td>$0.00</td>
</tr>
<tr>
<td>Graduate student salary</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fringe benefits PI</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fringe benefits student</td>
<td>$0.00</td>
</tr>
<tr>
<td>Consulting Engineer (if reqd)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Tuition charge</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td>Indirect (F&amp;A) Costs - 15%*</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*Indirect costs are not applied to the tuition charge
Table 2– Payment Schedule

<table>
<thead>
<tr>
<th>Course Creation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1st Payment</strong> – Start of project</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>2nd Payment</strong> - Payment made upon submission of Draft Final course</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>3rd Payment</strong> – Due upon submission of final course materials (all modules, PowerPoint presentations, audience polls, assessments, etc.)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Course Presentation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Final Payment</strong> - Upon conclusion of the first School</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

IV. DRAFTS

Contractor shall submit drafts of the Works to PCI for approval to Alex Morales, Managing Director, Membership & Education at an address to be provided to Contractor. PCI may by written notice to Contractor change the identity of the person to whom Contractor shall provide documents and materials hereunder.

Within a reasonable time, but in no case more than fourteen (14) days following the receipt of drafts of the Works, PCI shall review the drafts and shall either accept the drafts or return the drafts to Contractor for specified revisions. If revisions are to be made, they shall be completed within fourteen (14) days of receipt of any rejected draft by Contractor, who shall then resubmit the draft(s) to PCI. Contractor shall be responsible for tendering complete and satisfactory drafts to PCI.

The acceptance or rejection of any materials provided by Contractor shall be the sole responsibility and within the sole discretion of PCI. PCI’s acceptance of the drafts or other material submitted by Contractor shall not be deemed to constitute an acceptance of any other draft or material that Contractor may subsequently submit. PCI may conform the drafts to such style of punctuation, spelling, capitalization, usage, and other style considerations as it deems appropriate. Contractor shall format the Works to conform to specific PCI style requirements. Once the Works go into production, PCI will not accept any major changes from Contractor.

Contractor agrees, at Contractor’s expense, to obtain and deliver to PCI written permissions for the reproduction of any copyrighted material contained in the drafts.

If Contractor fails to meet any of the delivery deadlines set forth herein in a manner satisfactory to PCI, PCI has the option but not the obligation to terminate this Agreement.

V. DELIVERY OF FINAL WORKS

After the drafts are approved by PCI, Contractor shall deliver to PCI the following:
1. The Works, electronically or on Flash Drive and conforming to PCI’s style requirements;

2. Any written agreements required by Section V, and any other agreements or permissions necessary for the reproduction of material in the Works; and

3. All photographs, drawings, charts, and other materials necessary for completion of the Works.

VI. REVISED EDITIONS

Contractor shall revise the first and subsequent editions of the Works at the request of PCI and shall supply any new material necessary from time-to-time to keep the Works consistent with best practices, at no charge.

If Contractor is approached by PCI to conduct major modifications (i.e., complete format change or major addition or substitution of content) of the course materials once course is established, then Contractor will be paid an amount agreed upon by both parties. This payment will be received fourteen (14) days after PCI approves the updated materials.

If Contractor is unable or unwilling to revise the Works as set forth herein, PCI may engage another person or persons to perform the task. If the revisions are not made by Contractor, PCI shall be permitted to delete references to Contractor in the revised Works. PCI will have the same rights to the revised edition(s) as it has in the original Works.

VII. PUBLICATION AND MARKETING

PCI shall publish the Works and deliver or arrange for delivery of the Course at its own expense. PCI has the sole right to determine the manner, style, price, quantities and timing of publication of the Works and of the offering and presentation of the Course.

PCI shall have full responsibility for selling, promoting and marketing the Works and the Course.

VIII. COPYRIGHT

PCI shall be entitled to apply to register any and all copyrights for the Works with the U.S. Copyright Office in its name, including the copyright for any renewed or extended terms now or hereafter authorized by law for the term of this Agreement. If requested by PCI, Contractor shall perform all such acts and execute all documents necessary in order to effect the copyright registration contemplated herein.
Contractor and PCI agree to take all necessary and appropriate steps to protect the copyright contemplated herein and to immediately notify the other party of any actual or potential conflict with or claim contrary to the copyright obtained pursuant to this Agreement.

IX. WARRANTIES

Contractor warrant and represent that Contractor has obtained written assignments of copyright ownership as to any portion of the Works that have been prepared by the graduate student referenced in Section I above and [NAME], and/or any other third party permitting the Works to be used consistent with the terms of this Agreement; that the Works are original (except for any pre-existing versions of the Works and for any material from previously copyrighted works obtained by permission or assignment); that, except as specifically provided herein, the Works have not been previously published in their current form, are not in the public domain and do not infringe upon any statutory copyright or upon any common law right, proprietary right, or any other right; that Contractor is the sole and exclusive owner of the rights herein conveyed to PCI; that PCI is entitled to all the rights herein granted; that Contractor has full right and power to enter into this Agreement; that Contractor has not in any manner previously granted, pledged, assigned, otherwise encumbered or disposed of any of the rights herein granted to PCI or any rights adverse to or inconsistent therewith; that entering into this Agreement is not a violation of any other agreement, understanding or obligation of Contractor; that there are no rights outstanding that would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to PCI; and that the Works contain and will contain no matter that is scandalous, obscene, libelous, in violation of any right of privacy, or otherwise contrary to law.

Contractor shall indemnify and hold PCI harmless from any liabilities, losses, damages, costs or expenses, including reasonable attorneys’ fees, in connection with any claim, action or proceeding arising out of a breach or alleged breach of Contractor’s warranties, representations and agreements herein contained, subject to the provisions below. In defending any such claim, action or proceeding, PCI shall use counsel of its own selection. PCI shall promptly notify Contractor of any such claims, action or proceeding, and Contractor shall have the right, at Contractor’s election, to participate in the defense thereof at Contractor’s own expense with counsel of Contractor’s own choosing. Any settlement of a claim, action or proceeding hereunder shall be subject to Contractor’s approval, such approval not to be unreasonably withheld. If within such time as the situation may allow, PCI shall request Contractor to consent to the proposed settlement, and Contractor shall neglect or decline to do so, Contractor shall upon notice by PCI immediately undertake to continue the defense at Contractor’s sole expense and shall furnish PCI with security in the form of a surety company bond in the amount as shall under all circumstances be, in PCI’s judgment, adequate. In the event that Contractor fails to so assume the defense and to furnish such bond, PCI shall have the right to settle such matter upon terms PCI thinks advisable or in PCI’s discretion to continue the defense thereof, and Contractor’s indemnity shall be applicable in either such event; provided, however, that nothing herein contained shall inhibit PCI from settling any such claim, suit, action, or proceeding against it at its own cost or expense.
PCI shall have the right to extend Contractor’s warranties to third parties (such as purchasers or licensees of subsidiary rights granted to PCI herein and/or any seller of the Works), and Contractor shall be liable to the same extent as if such warranties were originally made to such third parties.

In the event any information is brought to the attention of Contractor or PCI that others without benefit of license are infringing any of the rights granted pursuant to this Agreement, that party shall notify the other party immediately.

Contractor warrants that the consulting services performed hereunder, including without limitation the presentation of the Courses, shall be of professional quality, conforming to generally accepted industry standards and practices for educational course presentation. Contractor represents and warrants that Contractor has the requisite expertise and ability to deliver all services required hereunder.

The warranties, representations and indemnities set forth herein shall survive the termination of this Agreement.

X. COMPETITIVE MATERIAL

During the term of the Agreement, Contractor shall not, without prior written consent of PCI, participate in the preparation or publication of or be otherwise connected with any work that, in PCI’s opinion, is substantially similar to the Works or the Course, might interfere with or diminish the market for the Works or the Course or is otherwise prohibited by this Agreement. In addition, Contractor shall not authorize any person or entity competitive with PCI, including without limitation major trade associations or professional societies which or the members of which are involved directly or indirectly in professional organizing, to publish the Works or to present courses based upon the Works.

XI. TERMINATION

Except as otherwise set forth herein, this Agreement may be terminated as follows: (1) by any party in the event of the other party’s continued material breach of any obligation under this Agreement after written notice and a reasonable opportunity to cure, (2) by Contractor in the event of PCI’s bankruptcy, receivership or dissolution, (3) by PCI upon its decision to cease offering the Course, or (4) at any time upon written consent of the parties.

In the event of termination of this Agreement prior to PCI’s acceptance of the final drafts of the Works, PCI shall, at its option, (i) receive a refund of all monies paid hereunder to Contractor, in which case PCI shall have no rights in or to the Works, or (ii) retain all rights granted to it hereunder in and to the Works in the form submitted by Contractor.
XII. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the complete understanding of the parties with respect to the subject matter hereof. No modification or waiver of any provision hereof will be valid unless in writing and signed by all parties. The delay or failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of such right to insist on strict performance or of any subsequent default of the same or similar nature or of any other right hereunder.

XIII. ASSIGNMENT

This Agreement may not be assigned by any party without the written consent of the other party.

XIV. MISCELLANEOUS

A. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles.

B. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Any photographic copy or facsimile of this Agreement with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

C. Notices required or permitted hereunder shall be delivered in person or sent by confirmed facsimile or by Federal Express or other overnight delivery service, or by express, certified or registered mail, addressed to the address set forth herein for each party until a written notification of a change of address has been given to the other parties.

D. This Agreement shall not be construed as creating, directly or indirectly, a partnership or joint venture between the parties. Contractor shall at all times perform hereunder as an independent contractor, and not as an employee of PCI.

E. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby, shall be binding upon both parties and shall be enforceable, unless a failure of consideration would result thereby.
IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed on their behalf on the dates indicated below.

PRECAST/PRESTRESSED CONCRETE INSTITUTE (PCI)

By: ________________________________ Date:
   Paul Blair, Chief Financial Officer

[CONTRACTOR NAME]

By: ________________________________ Date: