BYLAWS OF CENTRAL OHIO DIVISION, ASSOCIATED GENERAL CONTRACTORS OF OHIO, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

ARTICLE I
NAME AND GOVERNING AUTHORITY

The name of this organization shall be The Central Ohio Division, Ohio Building Chapter, Associated General Contractors of America, Inc., ("Central Ohio AGC"), herein referred to as the "Association".

ARTICLE II
GEOGRAPHIC JURISDICTION

The geographic jurisdiction of the Association shall include, but not be limited to, the following counties: **Franklin, Madison, Logan, Union, Hardin, Marion, Delaware, Morrow, Knox, Licking, Muskingum, Perry, Fairfield, Pickaway, Champaign, Fayette, Ross, Gallia, Meigs, Hocking, Vinton, Jackson, Lawrence, Guernsey, Morgan, Noble, Monroe, Washington, and Athens**. The Board may modify this jurisdiction as necessary to serve the needs of the Association.

ARTICLE III
PURPOSES

The objects and purposes of the Division shall generally be as follows, but shall not in any way conflict with the purposes set forth in the Division's Articles of Incorporation, as amended, or with any other law or laws of the State of Ohio or of the United States: to promote high standards of practices and conduct among its members;

1. to educate and further understanding, cooperative relations, and good fellowship among its members;
2. to further standards of quality construction building practices;
3. to cooperate in working towards solutions of common problems and unity of action in the best interests of its members;
4. to foster good relations in dealing with employees in the building trades and their representatives;
5. to promote public relations on behalf of its members and the building industry, advancing matters of benefit to the public, the community, employees, and the members;
6. to provide facilities for the interchange of views in the amiable settlement of controversies and differences arising among its members and their employees;
7. to negotiate, renegotiate, mediate, modify, contract, agree, settle, or compromise any or all matters dealing with labor management relations, such as, but not limited to, collective bargaining agreements, labor disputes, and grievances and to serve on Funds and Plans provided under collective bargaining agreements;
8. to act as agent and representative for and on behalf of any or all of its members in any of the activities herein mentioned or in any objectives and purposes of a related nature; and,

9. to do any and all things necessary, proper, or incidental to carry into effect any and all of such objects or purposes.

It is expressly understood that the purposes and objects of the Division expressly exclude any infringement of the antitrust laws with reference to the establishment of prices, disposal of products or any unreasonable restraints of trade.

ARTICLE IV
MEMBERSHIP

Section 1. Generally. Membership in the Association shall be three classes: (1) General; (2) Associate; and (3) Affiliate. The qualifications for each class of membership shall be as provided in this Article. General Members and Associate Members must be either individuals, firms or corporations, who have successfully engaged in construction for at least two (2) years prior to applying for membership in the Association (or if a firm or corporation organized within that period, whose executive managers have had at least two (2) years' experience in construction prior to entering such firm or corporation) and who have established a reputation for "Skill, Integrity and Responsibility."

Section 2. General Membership. A General Member is a general contractor, construction manager, design-builder, or functionally equivalent company that regularly assumes the overall risk and responsibility for the construction of an entire project under a prime contract with a project owner, tenant, or similar person, firm, government agency or other entity.Each General Member shall be also be required to join and maintain its membership in the Associated General Contractors of Ohio, unless waived by a majority of the Board of Directors.

Section 3. Associate Membership. An Associate Member is a Specialty Contractor hereby defined as a company that regularly assumes the risk and responsibility for the construction of part but not all of a project, typically, but not necessarily under a subcontract with a prime contractor.

Section 4. Affiliate Membership. An Affiliate Member is an individual, partnership, or corporation that provides services or supplies in support of General Members and Associate Members, such a professional services organizations or other supporting companies.

Section 5. Membership Eligibility & Approval. Anyone seeking membership must apply in writing or through an on-line application. All members must agree to abide by the By-Laws and policies of the Association. The **Board of Directors** shall have sole discretion to approve or deny membership applications after considering the applicant's Skill, Integrity, and Responsibility. Membership approval may be by electronic vote.

Section 6. Representation and Voting. Each General and Association Member shall have one (1) vote on matters requiring member approval. Affiliate Members shall. not have voting rights. Each Member entitled to vote may vote either in person or by proxy appointed by an instrument in writing and having a date not more than one (1) year prior to the meeting at which such proxy is used. Electronic meetings and voting are expressly authorized by these By-Laws. Every vote by the Membership shall require at least 72-hour prior notice to the Membership through such reasonable means as the Association deems appropriate.

Section 7. Membership Dues. All members in each membership classification shall pay annual dues as determined by the Board of Directors at such rates as our determined by the Board.

Section 8. Resignation. Any member of the Association may resign as a member of and withdraw from the Association by submitting its written resignation to the CEO or Board of Directors. Said resignation shall have no effect on any legal obligation or liability existing or arising prior to the effective date of resignation and shall not affect any authority conferred by such member pursuant to the member's "Agreement and Power of Attorney" or assignment of collective bargaining rights to the Association.. No member who resigns may be reinstated except upon affirmative vote of majority of the Board of Directors.

Section 9. Suspension and Termination of Membership. The Board of Directors may suspend or expel any member for actions inconsistent with the purposes of the Association, acts injurious to the interests of the Association, or failure to fulfill the member's financial obligations to the Association. Any member under consideration for suspension or expulsion shall be given an opportunity to answer the charges or reasons for suspension or expulsion at a meeting of the Board of Directors. Such members shall be given written notice at least ten (10) days before the vote upon said suspension. The suspension of expulsion of a member shall require a two-thirds (2/3) vote of a quorum of the Board of Directors.

Should a member be suspended or expelled, such member shall not again be entitled to membership unless approved by a two-thirds (2/3) affirmative vote of a majority of the Board of Directors.

Section 10. Obligations of Members. All Members agree to uphold the integrity of the Association, comply with all policies and ethical standards, and fulfill their financial obligations, including dues and assessments as determined by the Board.

ARTICLE V
BOARD OF DIRECTORS

Section 1. Authority. The corporate powers of the Association shall be vested in and executed by a Board of Directors which shall be responsible for overseeing the affairs, policies, and strategic direction of the organization.

Section 2. Composition. The Board of Directors shall consist of between twelve (12) and sixteen (16) Directors employed by General or Associate Members and shall be managerial employees of the Member. Except as otherwise provided, Directors shall serve staggered three (3) year terms and shall be eligible to be reappointed to two (2) additional terms, for a total of nine years. A majority of the Board of Directors shall be from General Members.

In addition to the above, all past Presidents or past Chairs who maintain active participation in the Board of Directors shall be ex-officio Directors and may vote on matters before the Board so long as the Past President or Past Chair has attended at least half of the last four Board meetings.

Section 3. Selection. New Directors shall be nominated by the Board of Directors and elected by a simple majority of a quorum of the Board of Directors. In the event a Director resigns, is removed, or is otherwise unable to serve on the Board of Directors, the Board of Directors shall have the authority to replace that Director.

Section 4. Board Meetings and Quorum. The Board shall meet at least four (4) times per year. Except as otherwise provided, decisions shall be made by a simple majority vote of those present whenever there exists a quorum. A quorum shall consist of at least 50% of the voting Directors, so long as there is a majority of General Members present.

Section 5. Officers: The Board of Directors shall elect a President, First Vice President, and Secretary to terms of one year. The Board of Directors shall also elect a Treasurer to a term of three (3) years, who may be re-elected to no more than one additional term. These officers and the immediate Past President shall constitute the Executive Committee of the Board, which shall have the Power to act on the Board's behalf whenever the Executive Committee deems it appropriate. The Board shall be advised of the actions by the Executive Committee taken on its behalf.

The Executive Committee shall be constituted by at least one union General or Associate Member and by at least one open-shop General or Associate Member. The Board shall endeavor to keep the Executive Committee balanced with large and small, General and Associate, union and open-shop Members. The Executive Committee shall not have more than one Director from any Member.

Section 6. Chief Executive Officer. The Board of Directors shall employ a Chief Executive Officer (CEO) who bears the responsibility for the day-to-day administration of the Association. The CEO shall be under the immediate direction of the President, and on a regular basis, the CEO shall report directly to the President and the Board of Directors and, as requested, to the Executive Committee.

ARTICLE VI
OFFICERS' DUTIES

Section 1. The Officers of the Association shall have general and active management of the business and affairs of the Association and shall perform such other acts as shall be required by the Board of Directors.

Section 2. The President shall preside at all meetings of the members, the Board of Directors and the Executive Committee thereof. The President shall appoint Board Members to the Board's committees and shall be an ex-officio member of all committees.

Section 3. The 1st Vice President shall assist the President in the discharge of his duties and shall perform other functions as may be assigned him/her by the President, Executive Committee or the Board of Directors. In the case of absence or indisposition of the President, the 1st Vice President shall perform the duties of the President. If the 1st Vice President so acts, he/she shall have the powers and be subject to all restrictions upon the President.

Section 4. Secretary: The Secretary shall be responsible for maintaining the official records of the Association, including meeting minutes, membership records, and governance documents. The Secretary shall ensure that all meeting notices are properly issued and that minutes of all meetings of the Board and membership are accurately recorded and maintained. The Secretary shall be responsible for ensuring compliance with the Association's governing documents and applicable laws. The Secretary shall perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Regulations, or which may be assigned to the Secretary from time to time by the Board. If the President and 1st Vice President are absent or indisposed, the Secretary shall

perform the duties of the President. All or part of the Secretary's duties may be delegated to the Chief Executive Officer.

Section 5. The Treasurer shall be responsible for funds and finances of the Association, including the receipt of all proper dues. The Treasurer shall be responsible for reporting on the financial condition of the Association at all regular Board Meetings. The Treasurer shall assure that all government-required reports are timely filed. The Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Regulations, or which may be assigned to the Treasurer from time to time by the Board. All of part of the Treasurer's duties may be delegated to the Chief Executive Officer.

Section 6. The Chief Executive Officer ("CEO") shall be employed by the Board of Directors. The CEO shall serve at the pleasure of the Board and shall have authority to enter into all contracts, and sign all certificates, deeds, mortgages, bonds, agreements, notes and other instruments to be executed by the Association; hire, fire, promote and manage the performance and compensation of any and all Association employees; and perform such other duties as are determined by the Board. The CEO shall be an appointed, non-elected, officer of the Association. The CEO shall serve on the Board in an ex officio capacity but shall not be counted as part of the specified number of required Board members for quorum or allowed to vote.

ARTICLE VII
MEMBERSHIP MEETINGS

Section I. Annual Meeting. The annual meeting of the Association shall be held each year during the first four months of the Year, or such time as is set by the Board of Directors with notice to members signifying the time and place of such meeting. Any business may be transacted at the annual meeting whether or not the notice for calling of the same shall have referred to such business. At each annual meeting, the officers and Directors of the Division shall be elected for the next subsequent year.

Section 2. Special Meetings. Special meetings of the membership shall be held at the direction of the Board of Directors and upon the call of the President and upon notice thereof as may be required by law.

Section 3. Quorum for Member Meeting. Ten or more General or Associate Members, in good standing, present at a duly authorized and called meeting of the membership shall constitute a quorum for the transaction of business at any membership meeting provided for in this Article, provided that the quorum is made up of more General Members than Associate Members.

ARTICLE IX
COMMITTEES

The Board of Directors shall appoint from time to time, such committees as are deemed necessary or designate from its own numbers or from the Division membership, including, by way of example, but not limited to, a Nominating Committee, a Membership Committee, a Finance Committee, a Public Relations Committee and a Labor Policy Committee. The President shall be an ex officio member of all committees and shall attend as many committee meetings as is reasonable and practical

Each committee shall serve at the option of the Board of Directors and may be terminated by the board at any time. Each committee may form subcommittee members as may be necessary to its function as designated by the Board.

ARTICLE X
Collective Bargaining and Labor Relations

Section 1: Authority to Bargain. The Association shall serve as the exclusive collective bargaining representative for all members who are signatory to a collective bargaining agreement negotiated by the Association ("Signatory Members"), but only with respect to those collective bargaining agreements to which they have signed or are otherwise bound. Any Signatory Member or other Member who contributes to a union's fringe benefit fund automatically assigns its bargaining rights to the Association for that agreement and its successor agreements.

Section 2: Bargaining Representation & Responsibilities. The Association, acting on behalf of Signatory Members, is authorized to:

a) Negotiate, execute, and administer collective bargaining agreements, including industry advancement funds or similar contributions.

b) Represent Signatory Members in labor disputes, grievances, and arbitration.

c) Enter into trust agreements or other labor-related arrangements arising from collective bargaining agreements.

d) Institute or defend legal actions in connection with labor negotiations or agreements.

The CEO of the Association shall serve as the appointed Bargaining Agent, leading all labor negotiations and related matters. The CEO may appoint a negotiating committee composed of Signatory Members to assist in negotiations. The committee, once established, shall have the authority to negotiate and bind the Association without further ratification.

Section 3: No Independent Bargaining.

1. No Signatory Member shall bargain independently or enter into any separate labor agreement with a craft union while covered under an Association-negotiated agreement.
2. Any Signatory Member acting independently in violation of this Section may be subject to suspension, expulsion, or other disciplinary action as determined by the Board of Directors.

Section 4: Withdrawal & Continuing Obligations

1. A Signatory Member may withdraw its bargaining authorization by providing 60 days' written notice to the Association via certified mail.
2. The withdrawing member shall remain bound by any existing labor agreement for the duration of its term and shall not engage in independent negotiations for 90 days following withdrawal to maintain stability in the bargaining unit.

Section 5: Commitment to Unified Action

All Signatory Members recognize that concerted action and solidarity are essential to maintaining the Association's collective bargaining strength. Any violation of these labor relations provisions undermines the Association's objectives and may result in disciplinary action, including suspension or expulsion.

ARTICLE XI
INDEMNIFICATION OF DIRECTORS, OFFICERS, AND EMPLOYEES

Section 1. General. To the fullest extent permitted by law, the Association shall indemnify and hold harmless the Association's Directors, Officers and employees (herein the AGC Leadership) against any and all liabilities, costs and expenses *(including attorney's fees and expenses)* that any of the same reasonably incurs *(or that others reasonably incur on their behalf)* in connection with any actual or threatened civil action or proceeding to which he or she becomes or may become a party by reason of any action that he or she actually or allegedly took or omitted in such capacity. The Association shall maintain insurance in such amounts as required by law for the indemnity specified above.

Section 2. Duration of Indemnification. The rights of indemnification provided hereunder shall not be deemed exclusive of other rights to which any such director, trustee, officer or employee now or hereafter may be entitled, shall continue as to a person who has ceased to be a director, trustee, officer, or employee, and shall insure to the benefit of such person's heirs and legal representatives.

Section 3. Insurance. This Association, by authorization of the Board of Directors, may purchase and maintain insurance on behalf of any person who is or was a director, trustee, officer or employee of this Association, or who has served at its request as a director, trustee, officer, or employee of any other corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnity him against such liability under this Article.

Section 4. Extent Of Indemnification. Subject to limitations provided in this Article, it is the intention of this Article to give the maximum indemnification permitted under the law of the State of Ohio as it now exists or may exist in the future. If any provisions or portion thereof of this Article shall be found, in any action, suit or proceeding to be invalid or ineffective, the validity and effect of the remaining parts shall not be affected.

ARTICLE XII
AUDIT OF ACCOUNTS

The accounts of the Treasurer shall be approved at the regular meetings of the Board of Directors. Independently audited financial statements will be available to the Board of Directors.

ARTICLE XIII
NOTICE

To the extent not already stated in these By-Laws, any notification required in writing or by mail referenced throughout this document, other than notice by certified mail, may be given via

electronic mail (e-mail) to the last known e-mail address provided to the Association by those to whom notice is being served.

ARTICLE XIV
AMENDMENTS

These By-Laws may be altered, repealed or amended or new By-Laws may be adopted by a majority of the voting members of the Association or by two-thirds (2/3) of the members of the Board of Directors of the Association. Any action by the members of the Association pursuant to this section may be taken either at a meeting of the members or by written ballots obtained through the mail in such manner as the Board of Directors may direct.