

# NORTHERN CALIFORNIA PIPE TRADES TRUST FUNDS FOR UA LOCAL 342

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## EMPLOYER'S FRINGE BENEFIT BOND FORM (CBA)

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
**Name of Employer**

a \_\_\_\_\_ at \_\_\_\_\_  
(indicate either Corp., Partnership or Sole proprietorship) **Address**

hereinafter called the "Principal" and \_\_\_\_\_  
**Surety Firm Name (Name of Insurance Company)**

a surety licensed to transact business in California, herein called the "Surety", are hereby bound jointly and severally unto the Northern California Pipe Trades Trust Funds (NCPTTF) as Obligee, in the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for all fringe benefit contributions to the Obligee and any liquidated damages and interest assessed hereon, for the payment of which we hereby jointly and severally bind ourselves, our successors and assigns and heirs, executors and administrators.

WHEREAS, the above-named Principal is employing employees represented by UA Local 342 (the "union"), with which the Principal has a collective bargaining agreement ("Agreement") under which the Principal has agreed to make certain fringe benefit contributions to the Obligee and pay untimely payment liquidated damages assessments and interest. The Agreement also requires that the Principal post a surety bond executed by a surety company in such amount as to guarantee payment by the Principal of all wages, fringe benefits, liquidated damages, interest and attorneys' fees and costs owed to the Northern California Pipe Trades Health and Welfare Trust Fund, Northern California Pipe Trades Pension Trust Fund, Northern California Pipe Trades Supplemental 401(k) Retirement Plan, Northern California Pipe Trades Joint Labor and Management & Cooperation Committee, and U.A. Local 342 Apprenticeship and Training Trust Fund

NOW THEREFORE, the conditions of this bond are such that if said Principal fails to meet its obligations to pay in full the fringe benefit contributions (and any liquidated damages and interest assessed thereon) to the Obligee for all employees working pursuant to the provisions of the Agreement who are employed by the Principal, then the Surety shall pay for the same. The obligation created herein shall remain in full force and effect during the time periods specified in this instrument. Any obligation created herein is joint and several.

No claim under this bond may be made unless notice of the claim is filed with the Surety within ninety (90) days of the Obligee's actual discovery of the Principal's default in payment of any fringe benefit contributions (and liquidated damages and interest assessed thereon, including other financial obligations required) to Obligee. The Surety shall pay to the Obligee within one hundred twenty (120) days of such notice of claim, the amounts specified in the notice of claim.

Surety shall be subrogated to all rights, claims or demands of the Obligee against the defaulting Principal to the extent of any loss paid by Surety, and the Obligee shall execute any assignment or other instrument reasonably required by Surety to secure to the Surety such rights, claims or demands. In the event any action is necessary by the Obligee to enforce the terms of this bond, the Surety shall pay all costs and attorney fees incurred by the Obligee in prosecuting such action.

This bond may be cancelled by the Surety thirty (30) days after receipt by the Obligee of the Surety's written notice of cancellation.

This bond is signed on \_\_\_\_\_, 20\_\_\_\_.

**A NOTARY'S ACKNOWLEDGMENT MUST BE SUBMITTED WITH THIS BOND FOR BOTH THE PRINCIPAL AND SURETY COMPANY.**

**SIGNED FOR THE PRINCIPAL:  
(NOTARY ACKNOWLEDGEMENT NEEDED)**

**SIGNED FOR SURETY COMPANY:  
(NOTARY ACKNOWLEDGEMENT NEEDED)**

\_\_\_\_\_  
**Employer Name**

\_\_\_\_\_  
**Employer Name**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State and zip code**

\_\_\_\_\_  
**City, State and zip code**

\_\_\_\_\_  
**Signed by the Principal**

\_\_\_\_\_  
**Signed by the Attorney-in-Fact**

\_\_\_\_\_  
**Print Name and Title of Principal**

\_\_\_\_\_  
**Print Name of the Attorney-in-Fact**

Bond Number: \_\_\_\_\_

Amount: \_\_\_\_\_

Termination Date: \_\_\_\_\_

SAID INDEMNITY BOND to be deposited at the Business Office of the Northern California Pipe Trades Trust Funds, 935 Detroit Avenue, Suite 242A, Concord, CA 94518-2501.