

Employers subject to this Agreement shall furnish a bond or irrevocable “Letter of Credit” from a financial institution or other means of guaranteeing payments acceptable to the Benefit Plans and the Local Union in an amount consistent with the bonding requirements stated below

BONDING REQUIREMENTS

| | |
|-------------------|----------------|
| 0 to 2 employees | \$ 10,000 Bond |
| 3 to 15 employees | \$ 60,000 Bond |
| 16 and over | \$120,000 Bond |

The bond of each Employer shall be furnished to the Union, a copy will be furnished to the Fund Office and a copy shall be filed with the appropriate Employer Association.

ZONE IA

The Bond will be written on a form provided by the Union and approved by Local Union 441, the Association of Mechanical and Sheet Metal Contractors of Kansas, Inc., the Mechanical Service Contractors of America and the The Association of Mechanical and Sheet Metal Contractors of Kansas Zone I A or any successors. Bonds shall be furnished to execution of this Agreement.

ZONE IB

The Bond will be written on a form provided by the Union and approved by Local Union 441, the Association of Mechanical and Sheet Metal Contractors of Kansas, Inc., the Mechanical Service Contractors of America and the Zone I Appendix B Contractors or any successors. Bonds shall be furnished to execution of this Agreement.

ZONE IIA

The Bond will be written on a form provided by the Union and approved by Local Union 441, the Association of Mechanical and Sheet Metal Contractors of Kansas, Inc., the Mechanical Service Contractors of America and the Mechanical Contractors Association of Kansas Zone II A or any successors. Bonds shall be furnished to execution of this Agreement.

ZONE IIB

The Bond will be written on a form provided by the Union and approved by Local Union 441, the Association of Mechanical and Sheet Metal Contractors of Kansas, Inc., the Mechanical Service Contractors of America and the Mechanical Contractors Association of Kansas Zone II B or any successors. Bonds shall be furnished to execution of this Agreement.

PLUMBERS AND PIPEFITTERS LOCAL UNION 441 INDEMNITY BOND

KNOW ALL MEN BY THESE PRESENTS, That _____

_____, as Principal, and _____

_____, as Surety, a corporation duly licensed to do business in the State of Kansas, are held and firmly bound unto Plumbers and Pipefitters Local 441 for all wages, payroll deductions, and Fringe Benefits covered under Local 441 Collective Bargaining Agreements for any or all of Zone 1A, Zone 1B, Zone 2A and Zone 2B, and the existing and in force Collective Bargaining Agreements, if any, of the now consolidated Plumbers and Pipefitters Locals 165, 171, 664, and 763, in the penal sum of \$_____, of lawful money of the United State of America, to be paid to said Obligee or its agents or assigns; executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. Fringe Benefits shall include, but not be limited to payments due, and other amounts due and owing to the Plumbing and Pipefitting Industry Health and Welfare Fund of Kansas, the Plumbing and Pipefitting Industry Retirement Fund of Kansas, the Plumbing & Pipefitting Educational Fund, the Plumbers and Pipefitters Local 441 Retirement Plan and the Local 441 Plumbers and Pipefitters Retirement Plan, Mechanical and Sheet Metal Contractors, Frontenac Contractors Association, and Mechanical Contractors Association of Kansas, Inc.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall well and faithfully make the payments of such wages, payroll deductions, and Fringe Benefits, and other amounts due and owing as required by the labor contract between the Principal and Local 441, then this obligation shall be null and void; otherwise the same shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, that the Principal and Surety shall become obligated for payments of such wages, payroll deductions, and Fringe Benefits and other amounts due and owing as they become due and payable. If the Principal fails to make such payments, and the Obligee determines that a delinquency of said payments exists, the Obligee must give twenty (20) days written notice of such to the Surety.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED, that the liability of the Principal and Surety in this connection shall be limited to unpaid payments of such wages, payroll deductions, and Fringe Benefits and other amounts due and owing. In no case shall the aggregate liability of the Principal and Surety exceed the sum of \$_____.

This bond may be cancelled by the Surety giving to the Principal and Obligee(s) written notice by registered mail of its intention to do so, which cancellation shall be effective thirty (30) days after receipt of notice unless proceedings under this obligation have been or are commenced prior to the expiration of this time.

This bond shall be effective as of _____ thru _____.

Signed this _____ day of _____, 20_____.

Principal*

By: _____

Surety

By: _____

***NOTE: Employer Is Required To Make Distribution As Follows:**

Send Original To:
PLUMBERS AND PIPEFITTERS LOCAL 441
1330 EAST 1ST STREET STE 115
WICHITA KS 67214-4000

Send Copy To:
PPI H&W FUND
505 S BROADWAY STE 117
WICHITA KS 67202-3922

Send Copy to Appropriate Zone Contractors Association

Zone 1A- MECHANICAL AND SHEET METAL CONTRACTORS
PO BOX 17027
WICHITA KS 67217-0027

Zone 1B- FRONTENAC CONTRACTORS ASSOCIATION
PO BOX 725
COFFEYVILLE KS 67337-0725

Zone 2A/2B-MECHANICAL CONTRACTORS ASSOCIATION OF KANSAS
3410 SW VAN BUREN
TOPEKA KS 66611