

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned \_\_\_\_\_  
as Principal, and \_\_\_\_\_, an insurance company duly authorized to  
transact business in the State of New Jersey, as Surety, are held and firmly bound unto International Union of Operating  
Engineers, Local Union #825, 1100 McCarter Highway, Newark, NJ 07102 and unto the Trustees of the Pension, Welfare,  
Apprenticeship Training, Industry Advancement Fund, Savings Funds of said union and having the same address called the  
the Obligees, in the penal sum of \_\_\_\_\_ Dollars (\_\_\_\_\_)  
lawful money of the United States of America, for the payment of which sum, well and truly to be made, we and each  
of us bind ourselves, successors and assigns jointly and firmly by these presents.

WHEREAS, the Principal has entered into a certain Collective Bargaining Agreement with the Obligees agreeing to  
pay contributions to the International Union of Operating Engineers, Local Union #825, Welfare Fund, Pension Fund,  
Savings Plan, Industry Advancement Fund and Apprenticeship Training, through the Administrator appointed by the  
Trustees of such funds.

NOW THEREFORE, if the said Principal shall pay such contributions in accordance with the terms of said Agreement,  
then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, IN THE EVENT of default on the part of the Principal, the Obligees shall notify the Surety  
within Ninety (90) days after the Obligees shall have and knowledge of such default, and

PROVIDED further that no suit, action or proceedings shall be maintained against the Surety hereunder, unless the  
same be instituted within one (1) year after the date of expiration or cancellation of the Bond; if limitation of time for  
the notice of loss or institution of suit, action or legal proceeding is shorter than that permitted to be fixed by  
agreement under any statute controlling the construction of this Bond, the shortest permissible statutory limitation of  
time shall govern and shall supersede the time limitations herein stated, and

FURTHER PROVIDED, HOWEVER, the aggregate liability of the Surety for all and any defaults of the Principal  
hereunder shall in no way exceed the penalty of this Bond.

AND FURTHER PROVIDED, HOWEVER, THIS BOND MAY BE CANCELLED BY THE SURETY at any time by  
giving thirty (30) days written notice to the Obligees, in which event the Surety's liability shall at the expiration of said  
thirty (30) days terminate, except as to such liability of the principal as may have accrued prior to the expiration of the  
said thirty (30) days.

The term of this obligation will run through June 30, \_\_\_\_\_.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Surety

\_\_\_\_\_  
By: \_\_\_\_\_, Attorney-in-Fact