

EXHIBIT NINE (9)

PAYMENT, PERFORMANCE AND MAINTENANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF INDEPENDENCE, MISSOURI, in the sum of \$ _____ for payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated the ____ day of _____, 20____, entered into a contract with the CITY OF INDEPENDENCE, MISSOURI, for:

ENTER NAME OF PROJECT

NOW, THEREFORE, if the Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract, and any extensions thereof that may be granted by the City of Independence, Missouri, with or without notice to the Surety and during the life of any guaranty required under the contract; and shall also faithfully perform all duly authorized modifications of said contract that may hereafter be made with or without notice to Surety; and shall also promptly make payment for material and supplies, lubricants, oil, gasoline, bottled gases, grain, hay, feed, coal and coke, groceries and foodstuffs, equipment and tools, repairs on machinery and other services, electricity, utility gas, water and telephones, any and all as consumed or used in connection with the work set forth in the contract referred to above, and all insurance premiums, including compensation and all other kinds of insurance or sureties, on said work, and for all labor performed on such work, whether by subcontractor or otherwise, at not less than the prevailing hourly rate of wages for legal holiday and overtime work, exclusive of maintenance work, in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations and/or determined by court on appeal, as provided for in said contract and in any and all duly authorized modifications of said contract that be hereafter made, with or without notice to the Surety, then, this obligation shall be void and of no effect, but it is expressly understood that if the Principal should make default in or should fail to strictly, faithfully and efficiently do, perform and comply with any one or more of the covenants, agreements, stipulations, conditions, requirements or undertakings, as specified in or by the terms of said contract, and within the time therein named, then this obligation shall be valid and binding upon each of the parties hereto and this bond shall remain in full force and effect; and the same may be sued on at the instance of any material supplier, laborer, mechanic, subcontractor, individual, or otherwise to whom such payment is due, in the name of the City of Independence, Missouri, to the use of any such person.

AND IT IS FURTHER specifically provided that any modifications which may hereafter be made in terms of the contract or in the work to be done under it or the giving by the Owner of any extension of the time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal and the Surety, or either or any of them, their heirs, executors, administrators and successors, from their liability hereunder; notice to the Surety of any such extension, modification or forbearance being hereby waived.

PROVIDED FURTHER, the Contractor shall construct said improvement with such materials and in such manner that the same shall endure without need of any repairs resulting from defect for a period of one year from and after the completion of said improvement and acceptance thereof; and if said improvement shall endure without the need of repairs in materials and workmanship for the same period of one year from and after the completion and acceptance thereof as aforesaid, then this obligation shall be void, otherwise to be in full force and effect.

IN WITNESS WHEREOF, the herein bounden parties have executed the within instrument this _____ day of _____, 20____.

AS APPLICABLE:

An individual doing business as:

Company Name

/s/_____

A partnership:

Company Name

/s/_____
Partner

/s/_____
Partner

A corporation in the state of:

Firm Name

ATTEST:

/s/ _____
Corporation Secretary

Corporate Seal

/s/ _____
President

/s/ _____ Surety
(Surety shall attach Power-of-Attorney)

Surety Seal

/s/ _____
Attorney-in-Fact

Corporation address:

Business address of President, if
different from corporation address:

