

## Exhibit 2 Payment Bond

### Cover Sheet and Instructions

APPROVED DOCUMENT—This document is approved by the Office of the President and Office of the General Counsel for use by the Facility and is available on computer diskette (see Introduction to the Facilities Manual, “Approved Documents”).

<b>PURPOSE OF DOCUMENT:</b>	Provides a source of compensation for unpaid subcontractors (regardless of tier), suppliers, or workers who have furnished goods or services for the project.				
<b>CROSS-REFERENCES TO FACILITIES MANUAL (FM):</b>	[I]:4.6.5				
<b>CONTENTS:</b>	Payment Bond form				
<b>FOR USE WITH: (Not Applicable to Some Documents)</b>	✓	Long Form (LF)		Brief Form (BF)	Mini Form (MF)
<b>COMPLETED BY:</b>	✓	Filling In		Adding Text	No Data Required
<b>ITS USE IS:</b>	✓	Required		Optional	

### Completion Instructions:

1. On page 1, fill in the blank spaces for “Project No.,” the description of the work, the name of the Contractor, date of Agreement (10 days from date Notice of Selection received), and dollar amount of Contract Sum from Agreement.
2. The contractor and the surety complete the rest of the form.
3. The penal sum of the Payment Bond is equal to the contract sum. Projects with federal funding may require the penal sum to be a percentage of the contract sum; if so, the University must use the percentage required by the federal agency to determine the penal sum of the bond.

### Modifications and Additions:

(None)

### Comments:

1. A Payment Bond is required by the California Civil Code, Section 3247, and by The Regents for all contracts valued at \$25,000 or more.
2. The signature on behalf of the surety must be notarized.
3. The completed form is required before award of the contract.

Project Name: {                    }

Project No.: {                    }

Bond No.:

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, The Regents of the University of California ("The Regents") has awarded to \_\_\_\_\_ as Principal a contract dated the \_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, (the "Contract") for the work described as follows:

**{DESCRIPTION OF THE WORK: INCLUDE PROJECT NAME AND PROJECT NUMBER}**

AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Principal and

\_\_\_\_\_  
as Surety, are held and firmly bound unto The Regents in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by The Regents, or its subcontractors shall fail to pay any of the persons named in State of California Civil Code Section 3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall become and be null and void.

This bond shall inure to the benefit of any of the persons named in State of California Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing The Regents' rights against the other.

Project Name: {                    }

Project No.: {                    }

In the event suit is brought upon this bond, the parties not prevailing in such suit shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_ day of \_\_\_\_\_, 19\_\_.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.