

Escrow Acct # _____ -

Teichert Job # 1100974**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the County of El Dorado, a political subdivision of the State of California, acting through its Department of Transportation whose address is 2850 Fairlane Court, Placerville, California 95667 hereinafter called "Owner", A. Teichert & Son Inc., dba Teichert Construction whose business address is 3500 American River Drive, Sacramento, California 95864 and whose mailing address is Post Office Box 15002, Sacramento, California 95851-1002, hereinafter called "Contractor", and Bank of the West, whose address is 601 J Street, Suite 203, Sacramento, California 95814 hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

- (1) Pursuant to Section 22300 of the Public Contract Code of the State of California, the Contractor has the option to deposit securities with the Escrow Agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the Construction Contract entered into between the Owner and Contractor for Project: White Rock Road Realignment and Widening, Manchester to Latrobe Road in the amount of \$3,147,026.00 dated October 23, 2007 (hereinafter referred to as the "Contract"). Securities eligible for investment shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent.

When the Contractor deposits the securities as a substitute for the Contract earnings, the Escrow Agent shall notify the owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. The securities shall be held in the name of the Escrow Agent, and shall designate the Contractor as the beneficial owner.

- (2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
- (4) Contractor shall be responsible for paying all fees for the expenses incurred by the Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
- (6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to the Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
- (7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
- (8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, the Escrow Agent shall release to the Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

- (9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
- (10) The County Officer or employee with responsibility for administering this Agreement, on behalf of the Owner, is Richard W. Shepard, P.E., Director of Transportation, or successor.
- (11) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the Contractor in connection with the foregoing, and examples of their respective signatures are as follows:

On behalf of Owner:

Director of Transportation
Title

Richard W. Shepard, P.E.
Name

Signature

2850 Fairlane Court
Placerville, California 95667
Address

On behalf of Contractor:

Vice President
Title

Terri A. O'Hara
Name

Signature

P.O. Box 15002
Sacramento, California 95851
Address

On behalf of Escrow Agent:

Vice President
Title

Edward Unwin
Name

Signature

601 J Street, Suite 203
Sacramento, CA 95814
Address

On behalf of Contractor:

Assistant Secretary
Title

Kenneth J. McCurdy
Name

Signature

P.O. Box 15002
Sacramento, California 95851
Address

On behalf of Escrow Agent:

Assistant Vice President _____

Title

Faraz Khan _____

Name

Signature

601 J Street, Suite 203 _____

Sacramento, CA 95814 _____

Address

Requesting Department and Contract Administrator Concurrence:

By: _____

Richard W. Shepard, P.E.
Director of Transportation

Dated: _____

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"Owner"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- A. TEICHERT & SON, INC., d b a TEICHERT CONSTRUCTION --

By: _____ Dated: _____
Terri A. O'Hara
Vice President
"Contractor"

By: _____ Dated: _____
Kenneth J. McCurdy
Assistant Secretary
"Contractor"

-- BANK OF THE WEST --

By: _____
Edward Unwin
Vice President
"Escrow Agent"

Dated: _____

By: _____
Faraz Khan
Assistant Vice President
"Escrow Agent"

Dated: _____